## IN THE FAIR WORK COMMISSION

Matter Number: AM2015/2 - Four Yearly Review of Modern Awards
ACTU Application for 'Family Friendly Working Hours Clause'

## STATEMENT OF LAUREN CLEAVER

## 1, Lauren Cleaver of in the State of $\square$ say as follows: <br> INTRODUCTION

1. I have been employed with Norske Skog Paper Mills (Australia) Limited (Norske Skog) for approximately four years.
2. I am currently employed as Senior HR Advisor, based at Norske Skog's Albury Mill Head Office. I report directly to Nathan Bright, HR Director (Australasia).
3. As a Senior HR Advisor, my role involves providing timely and accurate advice, coaching and support to management and employees on a broad range of HR issues including recruitment \& selection, learning \& development, workplace equity, employee relations, succession planning, remuneration and performance management.

## NORSKE SKOG

4. Norske Skog manufactures and distributes news print and magazine paper and is the largest producer of news paper (newsprint) and magazine paper around the world. Norske Skog commenced operations in Norway in 1962 and now has 7 paper mills around the globe, including two in Australia - Albury, New South Wales and Boyer, Tasmania. Norske Skog employs 1747 employees around the globe and 501 employees in Australia.
5. In Australia, Norske Skog has 472 full time employees, 20 part time employees and 9 casuals.
6. Our workforce is $92 \%$ male, particularly in our production and maintenance teams.
7. The average age of Norske Skog employees is 48 years old. The percentage of workers at different age points are: aged 10-20-1.03\%, aged 20-30-8.01\%, aged 30-40-13.35\%, aged 40-50-24.64\%, aged 50-60-42.51\% and aged 60-70-10.47\%.
8. Norske Skog engages its maintenance and production employees under enterprise agreements:
(a) Norske Skog Boyer Mill Enterprise Agreement 2016 (Boyer EA); and
(b) Norske Skog Albury Mill Collective Workplace Agreement 2014 (Albury EA).
9. There are some employees that are not covered by either of the Boyer EA or Albury EA. These are 'management staff' or administrative/executive employees who are employed through an individual contract.

## WORKING AT NORSKE SKOG

10. Norske Skog mills are a $24 / 7$ operation. This means production employees work rotating rosters, typically working two night shifts, two day shifts, followed by four days off. This pattern is described within Norske Skog as working a 'block' of shifts.
11. Norske Skog production and maintenance teams are made up of employees performing specific jobs with a specific skill set. By way of example, within the production operator category there are a number of specific roles such as '6th hand', 'back tender', 'machine tender', 'props operator', 'wrapper' and 'rewinder'. The Norske Skog operation is not a 'production line' where employees perform simple interchangeable tasks.
12. At any given point, there must be 15 employees working within each production crew and it is crucial to Norske Skog operations that there is one of each role working together at the same time. These arrangements need to be synchronised into a certain roster and cannot accommodate different roles working at different times.
13. The necessity of every role in the team being filled at all times is also reflected in the fact that Norske Skog production and maintenance employees are also required to be 'on-call' one of every four weeks in order to attend to unexpected leave or issues at the mill. In the case of a rostered employee being unavailable, the relevant role can then be filled by the on-call roster otherwise the mill cannot run.

## WORKPLACE FLEXIBILITY AT NORSKE SKOG

14. Norske Skog has an Australasian Parental Leave Policy which contains a clause around PartTime Work and other family friendly arrangements. A copy of this policy is annexed hereto and marked " $A$ ".
15. Relevantly, the policy outlines:

An employee may request to return to work on a part-time basis. The employer is not obliged to provide part-time work to the employee. However, if taking into account the position and the operational requirements of the organisation, it may be appropriate for an employee to return to work on a part-time basis.

Other 'family friendly' arrangements may also be considered, for example jobsharing.
16. Flexibility requests (i.e. requests to vary work hours or start and finishing times), including those made by employees with parental and/or caring responsibilities are dealt with by the relevant industrial instrument applying to an employee.
17. The relevant clauses within the Albury Mill EA, annexed and marked Annexure " $B$ ", include:
(a) 16.5 - Flexible Work Arrangements;
(b) Schedule 3 - Job Share Agreement.
18. Clause 16.5 states as follows:

## Flexible Work Arrangements

An employee who is a parent, or has responsibility for the care, of a child may request the employer for a change in working arrangements to assist the employee to care for the child if the child: $a$. is under school age; or $b$. is under 18 and has a disability.

The employer will make every effort to accommodate reasonable requests within the bounds of operational constraints.
19. Regardless of whether a request is made under an Agreement or the terms of the Act, all employees are required to make a flexibility request in writing. Norske Skog will respond in writing within 14 days. Typically, meetings or teleconferences are held with the employee to discuss the flexibility request and come to an agreement.
20. In terms of process, there are two ways a flexibility request is usually made. A flexibility request may be considered and determined by the employee's line manager. Alternatively, an employee may make a request straight to HR which is considered and determined in consultation with the employee's line manager. In either circumstance, if a decision regarding a flexibility request is challenged or if a request is denied, the matter is then escalated to Nathan Bright, Norske Skog's HR Director for final determination.
21. When considering a flexibility request, Norske Skog considers each request on a case-by-case basis and arrangements which are possible for one employee may not be suitable for another. Whether the business can accommodate the request will depend on a number of factors.

## Cost to the organisation

22. Flexibility arrangements already incur a cost burden on the organisation.
23. For example, job share arrangements mean that there are some costs that would ordinarily be associated with one employee are doubled such as uniforms, logins, payroll processes and additional training, including licences.
24. If an employee in a specialised or qualified job requests to change their hours from full-time to part-time and the business requires that job to be performed full time, the business must backfill the portion of the role that is no longer being worked by the employee to meet the full-time hour threshold. This can be done either by engaging Norske Skog employees to work these hours or by using contract workers. Due to the specialist nature of some of our roles, we often cannot source Norske Skog employees to undertake this work and we are forced to engage contract workers. In circumstances where contract workers are engaged, they are often engaged at a significantly higher rate of pay. Given the specialised nature of most roles at Norske Skog, these contract workers are often unable to meet the same quality and efficiency standards as a permanent employee of the business.

## The employee's position and skill set

25. The ability of the mill to run in the absence of the employee, either through the use of a replacement employee or through the temporary absence of the employee's relevant skills, is a primary factor in determining whether a request can be granted.
26. Many roles, particularly production roles, are required to be performed at all times (see [11] above). This means that the ability to replace an employee during periods of absence is often the primary factor in determining whether a flexibility request can be accommodated.
27. Many of the roles at Norske Skog are difficult to source given the specific skill sets required. Engineers, process engineers and pulp and paper specialists are particularly difficult roles to attract and retain talent especially given that Norske Skog generally operates in regional areas.
28. The specialised nature of production at Norske Skog also means that it must train its employees in Norske Skog specific skills and it can take six months for an employee to be trained in a specific area.
29. Norske Skog is predominately male. It is my experience that most male employees and male candidates prefer full-time work and finding internal employees, or external candidates willing to work part-time or in a job share capacity is difficult.
30. While the Albury mill does provide job-share arrangements, for the above reasons these can be difficult to accommodate and usually incur some additional cost for Norske Skog.

## The roster the employee works

31. Given the nature of rostering arrangements for shift workers working "block" shift arrangements, it is difficult to roster reduced hours arrangements for shift workers.
32. In circumstances where an employee works two days on, two nights on and 4 days off, any arrangement where the employee is unable to work an entire "block" of shifts is incredibly difficult to accommodate.
33. We currently employ two employees in the production team on a job share arrangement. These employees work one "block" each, meaning that one employee works a full "block" one week and the other works a full "block" the next on a rotating roster.
34. Attempting to split a "block" in half would mean that employees would either be working very intermittent or alternatively inappropriately long hours.
35. Since production employees work 12 hours shifts, Norske Skog must ensure that it provides the required rest breaks between shifts as provided for by its enterprise agreement and the relevant modern award.
36. Norske Skog can only allow employees to work a maximum of 16 hours and is subject to a 10 hour rest break between shifts.

Whether granting the request will mean the employee will not be performing the inherent requirements of the role
37. Norske Skog is a safety critical environment and Norske Skog has strict health and safety procedures to ensure that employees are not compromised.
38. Norske Skog particularly must ensure that any flexibility arrangements do not impact other employees in such a manner that would impact on their health and safety. This includes increasing employee hours in order to make up for the decreased hours of another employee.

## EXPERIENCE OF FLEXIBILITY REQUESTS

39. During 2017, Norske Skog Albury received three flexible work requests. All flexible work requests were granted.
40. As per the terms of the Albury Mill EA, Norske Skog makes every effort to accommodate reasonable requests within the bounds of operational constraints.
41. Of the three flexibility requests received, all were related to reduced hours. Two of the flexibility requests were management staff (non-award). We identify the circumstances of each of the requests below:

## Employee A

42. Employee A was employed in a full-time Electrician position at Norske Skog's Albury mill.
43. Employee A took a period of parental leave beginning on 25 April 2016 and ending on 3 January 2017.
44. Prior to her return to work from parental leave, Employee A made a request in writing to return to work on a part-time basis for six months, before returning to full-time work. This request was sent to her direct line manager and me.
45. A face-to-face meeting was held with Employee $A$, her direct line manager and me to discuss her request. Following Norske Skog's enquires into whether her request could be accommodated, her request to return to work on a part-time basis was granted.
46. In order to accommodate the flexible work arrangement, Norske Skog engaged a former Norske Skog apprentice through a contracting company for two days a week to "job-share" with Employee A. This arrangement was possible due to the available of the Replacement employee to work the required shifts, and was convenient given Norske Skog's familiarity with the replacement employee and the employee's familiarity with Norske Skog.
47. On 3 January 2017, Employee A returned to work at Norske Skog, initially working two days per week. On 16 January 2017, Employee A increased her hours to three days per week for the remainder of the initial flexible work arrangement period.
48. On or around March 2017, Employee A requested to extend the flexible working arrangement and increase her hours to four days a week for a further six months. This request was also granted.
49. Since Employee A has gradually increased her days of work from two to four days per week, Norske Skog no longer needs to engage a contractor and has absorbed the ' 5 th day' of Employee A's duties between the rest of the Electrician team.

## Employee B

50. Employee B was employed by Norske Skog in a part-time Procurement Manager position at Norske Skog's Albury mill.
51. Following a restructure within the business to a shared services model, Employee B made a request in writing alter her working hours. The request included a variation to her working hours so that rather than receiving a rostered day off each month, Employee B would finish early every Friday to allow her to leave work to pick up her children from school.
52. The request for flexible work arrangements was granted on the basis that Employee B's role was not required to be performed on Friday afternoons and as such Norkse Skog could accommodate her absence during this time.

## My Own Request

53. I am employed as a full-time senior HR advisor at Norske Skog.
54. On or around May 2017, I made a request for flexible work arrangements in order to allow me to pick up my daughter from school each day. I requested to start earlier and finish earlier, but no change to my days or total hours of work.
55. This request was made in writing to my direct supervisor and a face-to-face discussion was held to discuss my request.
56. My request was granted by my direct line manager, subject to a three month trial period, and this decision was communicated to me by email.
57. A review of my flexible work arrangement was held in August 2017. It was determined that the needs of the business were still being met and my flexible work arrangement could continue.
58. I understand that my flexibility request was granted on the basis that the nature of my role means that I have some degree of flexibility over when my work is performed and I am not necessarily required to work at certain times. This means that if I commence work earlier, I am able to finish earlier without unduly affecting the business.
59. It has been my experience that Norske Skog will seek to accommodate flexibility requests wherever possible given the importance of retaining good staff.


Lauren Cleaver
31 October 2017

## Parental Leave Policy

## Norske Skog

Australasia

November 2007

| Version | Version 2 |
| :--- | :--- |
| Responsible |  |

Approved By
Regional President:
(David Kirk):


## Parental Leave Policy

## SCOPE

This policy relates to permanent employees working full time or permanent part time.

## OBJECTIVE/PURPOSE

To ensure minimum requirements of the Federal Workplace Relations Act 1996 (Australia) and the Parental Leave and Employment Protection Act 1987 (New Zealand) are met, and to provide a process for Paid Maternity and Adoption Leave.

## Maternity leave

Employees who are eligible for maternity leave are those employees who:
Are permanent (full time or part time) female employees who have worked as permanent employees for at least 12 months immediately preceding the commencement of the period of maternity leave; and

Produce a certificate from a qualified medical practitioner stating the presumed date of confinement and confirming the pregnancy.

The employee is entitled to an unbroken period of leave of 6 to 52 weeks which shall include a period of six weeks immediately prior to confinement. The leave must not extend beyond the child's first birthday.

Annual leave and long service leave may, on request and after approval, be taken instead of or in conjunction with a period of paternity leave, provided the maximum period of absence does not exceed 52 weeks.

## Transfer to a 'safe' job

If, during the course of the pregnancy, a medical practitioner advises that the employee should not continue in her present work, the employee shall be transferred to a 'safe' job if certain conditions are satisfied and the company is in a position to do so without undue burden.

## Applying for maternity leave

An employee must, not less than 10 weeks prior to the commencement of the proposed period of leave, give the employer notice in writing of the intention to take leave.

An employee must, not less than 4 weeks prior to the commencement of the proposed period of leave, give the employer notice in writing. The notice should contain:
the date of commencement of the leave; the duration of the period of maternity leave; and the date of return from leave.

Before the start of the leave, the employee must provide:
a certificate from a medical practitioner confirming pregnancy and the expected date of birth; and

Norske Skog
a statutory declaration stating any period of parental leave sought and / or taken by spourse.

If unable to comply in the circumstances, notice of the period of leave is to be given two weeks after the birth of the child and the certificate of the medical practitioner is to state tha the child was born and the date of birth.

If required by the employer, the employee must provide a statutory declaration or enter into agreement with the employer that the employee will not engage in any conduct inconsistent with the employee's contract of employment during that time.

## Changing period of leave

It is possible to lengthen or shorten any period of maternity leave. The period of leave may be lengthened once if the following three conditions are met.

1. Lengthening the period of leave will not extend beyond the period of 52 weeks.
2. The employee gives 14 days written notice to the employer.

The period of maternity leave may be shortened if the following two conditions are met.

1. The employer agrees to shorten the period of leave.
2. 14 days written notice if given by the employee to the employer.

## Termination of employment

Norske Skog will not terminate an employee on the ground of her pregnancy or her absence on maternity leave.

An employee on maternity leave may terminate her employment at any time during the period of leave by giving the appropriate notice.

## Return to work after maternity leave

An employee must confirm her intention of returning to work in writing, not less than four weeks before the end of the period of maternity leave.

The employee is entitled to return to her previous position, which she held immediately before she went on maternity leave. If the employee was transferred to a 'safe' job, she will return to the position held before the transfer.

Where the employee's position no longer exists but there are other positions available, which the employee is suitably qualified for and capable of performing, she is entitled to a position comparable in status and pay to that of her former position.

## Part-time work

An employee may request to return to work on a part-time basis. The employer is not obliged to provide part-time work to the employee. However, if taking into account the position and the operational requirements of the organisation, it may be appropriate for an employee to return to work on a part-time basis.

Other 'family friendly' arrangements may also be considered, for example job-sharing.

## Paternity leave

The company provides paternity leave to permanent male employees who have a minimum of 12 months continuous service with the company.

Paternity leave is unpaid.
Annual leave and long service leave may, on request and after approval, be taken instead of or in conjunction with a period of paternity leave, provided the maximum period of absence does not exceed 52 weeks.

## Applying for paternity leave

An employee must, not less than 10 weeks prior to the commencement of the proposed period of leave, give the employer notice in writing of the intention to take leave.

An employee must, not less than 4 weeks prior to the commencement of the proposed period of leave, give the employer notice in writing. The notice should contain:
the date of commencement of the leave;
the duration of the period of maternity leave; and
the date of return from leave.
Before the start of short or extended leave, the employee must provide:
a certificate from a medical practitioner confirming pregnancy and the expected date of birth; and
a statutory declaration stating any period of parental leave sought and / or taken by spourse.

For extended Paternity Leave, the employee must, before the start of leave, provide:
A statutory declartion stating the period of maternity leave sought or taken by his spouse (if applicable) and that he will be the primary caregiver.

## Changing period of leave

It is possible to lengthen or shorten any period of paternity leave. The period of leave may be lengthened once if the following three conditions are met.

1. Lengthening the period of leave will not extend beyond the period of 52 weeks.
2. The employee gives 14 days written notice to the employer.

The period of paternity leave may be shortened if the following two conditions are met.
3. The employer agrees to shorten the period of leave.
4. 14 days written notice if given by the employee to the employer.

Upon returning to work, the employee is entitled to the position he held immediately before commencing paternity leave. If an employee worked part-time in the period leading up to the birth for reasons connected with his spouse's pregnancy, the employee will return to the position held prior to working part-time.

If a position no longer exists but there are other positions available, which the employee is qualified for and capable of, he is entitled to a position, comparable in pay and status to his former position.

## Adoption leave

The above provisions dealing with maternity and paternity leave also apply to adopting parents of children under 5 years of age.

## Applying for adoption leave

An employee must, not less than 10 weeks prior to the commencement of the proposed period of leave, give the employer notice in writing of any approval or other decision to adopt a child.

An employee must, not less than 2 weeks prior to the commencement of the proposed period of leave, give the employer notice in writing. The notice should contain:
the date of commencement of the leave;
the duration of the period of adoption leave; and the date of return from leave.

Before the start of the leave, the employee must provide:
A statement from an adoption agency or other appropriate body of the expected date of placement of the child.

For extended adoption Leave, the employee must, before the start of leave, provide:
A statutory declaration stating the period of adoption leave sought by the spouse; and that the employee is seeking the period of extended adoption leave to become the primary caregiver.

## Special Adoption Leave

An employee who is seeking to adopt a child up is provided with up to two days unpaid leave if he or she requires that leave to attend compulsory interviews or examinations as part of the adoption process

## Paid Maternity leave

Female employees who have completed 12 months from employment commencement date, are entitled to 9 weeks paid leave.

## Paid Adoption leave

Employees are entitled to paid adoption leave if they are the primary care giver of an adopted child under 5 years of age.

The same provisions will apply as to maternity leave.

## Payment of maternity/adoption leave

Paid maternity/adoption leave will be paid on a normal payment cycle for 9 weeks or 18 weeks at half pay

## "B"

## DECISION

FairWork Commission

Fair Work Act 2009
s. 185 - Application for approval of a single-enterprise agreement

Norske Skog Paper Mills (Australia) Limited Albury<br>(AG2014/10474)

## NORSKE SKOG ALBURY MILL, COLLECTIVE WORKPLACE AGREEMENT 2014

Timber and paper products industry
DEPUTY PRESIDENT LAWRENCE

## Application for approval of the Norske Skog Albury Mill, Collective Workplace Agreement

 2014.[1] An application has been made for approval of an enterprise agreement known as the Norske Skog Albury Mill, Collective Workplace Agreement 2014 (the Agreement). The application was made pursuant to s. 185 of the Fair Work Act 2009 (the Act). The agreement is a single-enterprise agreement.
[2] I am satisfied that each of the requirements of ss186, 187 and 188 as are relevant to this application for approval have been met.
[3] The "Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union" known as the Australian Manufacturing Workers' Union (AMWU) and The Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (CEPU), being a bargaining representative for the Agreement, has given notice under s. 183 of the Act that it wants the Agreement to cover it. As required by s.201(2) I note that the Agreement covers the organisation.
[4] The Agreement is approved. In accordance with s.54(1) it will operate from 23 January 2015. The nominal expiry date of the Agreement is 30 June 2017.


## DEPUTY PRESIDENT

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# Collective Workplace Agreement 2014 

## Norske Skog Albury Mill

## 1 Title

This agreement shall be known as the Norske Skog Albury Mill, Collective Workplace Agreement 2014.

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Albury

## 3 Application and Incidence

This agreement shall apply at the Norske Skog, Albury Mill, in respect of all those employees who are engaged in newsprint manufacturing and associated operations and who are engaged in any of the classifications or occupations specified in clause 22 and clause 23 of this agreement ("the employees").

## 4 Parties Covered

This Agreement covers:

1. Norske Skog Australasia, Albury Mill, (referred to as "the employer" or "the Company");
2. The employees described at clause 3 of this agreement;
3. Subject to meeting the relevant requirements of the Fair Work Act 2009 ("the Act"").
a. The Automotive, Food, metals, Engineering, printing and Kindred Industries, union - AFMEPKIU;
b. The Communications, Electrical, Electronic, Information, Postal, Plumbing and Allied Services Union - CEPU.

## 5 Date and Period of Operation

This agreement will come into operation after approval by Fair Work Australia and shall have a nominal expiry date of 30 J une 2017.

## 6 Anti-Discrimination

It is the intention of the parties to this agreement to achieve the principal object in s.3(e) of the Act through enabling fairness and representation at work and the prevention of discrimination by recognising the right to freedom of association and the right to be represented, protecting against unfair treatment and discrimination, providing accessible and effective procedures to resolve grievances and disputes and providing effective compliance mechanisms.

Accordingly, in fulfilling their obligations under the dispute avoidance and settling clause, the parties must make every endeavour to ensure that neither the agreements provisions nor their operation are directly or indirectly discriminatory in their effects.

Nothing in this clause is taken to affect:

- any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;
- junior rates of pay;
- an employee, employer or registered organisation, pursuing matters of discrimination in any State or federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission;
- the exemptions in the Act.

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## 7 Disputes Resolution Procedure

In the event of any grievance or any dispute between the Company and its employees, the parties to the dispute will consult together to endeavour to reach settlement without loss of wages or production;

1. If a dispute relates to:
a. a matter arising under the agreement; or
b. the National Employment Standards;
i. this term sets out procedures to settle the dispute.
2. An employee who is a party to the dispute, and the Company may appoint a representative for the purposes of the procedures in this term.
3. 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.
4. If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Australia.
5. Fair Work Australia may deal with the dispute in two stages:
a. Fair Work Australia will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
b. if Fair Work Australia is unable to resolve the dispute at the first stage, Fair Work Australia may then:
i) arbitrate the dispute; and
ii) make a determination that is binding on the parties.
i. Note If Fair Work Australia arbitrates the dispute, it may also use the powers that are available to it under the Act.
ii. A decision that Fair Work Australia makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.
6. While the parties are trying to resolve the dispute using the procedures in this term:
a. 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
i) an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
ii) the work is not safe; or
iii) applicable occupational health and safety legislation would not permit the work to be performed; or
iv) the work is not appropriate for the employee to perform; or
v) there are other reasonable grounds for the employee to refuse to comply with the direction.
7. The parties to the dispute agree to be bound by a decision made by Fair Work Australia in accordance with this term.

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## 8 Continuous Improvement

The Company acknowledges the input by employees to continuous improvement and specifically the cooperation received in implementation of programs that lead to the following:

- Improved safety, environmental and quality performance
- Improved productivity \& business performance
- Improved flexibility
- A focus on improving our costs

We jointly recognise that working together has contributed to improvement in the past and is the best way of doing business in the future. Through improvement initiatives and programs such as the Low Cost Mill and 92 -gether, we will ensure we can achieve our targets and deliver on the Albury mills future being sustained long term.

## 9 Quantum and Timing of Salary Increases

An all-purpose wage increase will be paid to all employees covered by this Agreement:

- 0\% from 1 July 2014.
- $2.0 \%$ wage increase from the first full pay period on or after 1 J uly 2015.
- $2.0 \%$ wage increase from the first full pay period on or after 1 July 2016.

Additionally there will be a 'one off' sign on bonus payment upon a successful ballot result. The bonus amount will be Gross $\$ 1500$ per Award employee at the acceptance of this agreement.

For the purposes of this clause, "all-purpose" includes all allowances, except First Aid.

### 9.1 Payment of Wages

Wages shall be paid as per Appendix 1.
Wages shall be paid each fortnight by electronic funds transfer to a financial institution account nominated by the employee; such payment to be made no later than Thursday.

## 10 Superannuation

Contributions to superannuation funds will be paid according to current legislation.
New employees have the choice of fund in which employer contributions can be made. This is subject to that fund complying with the relevant legislation and having electronic funds transfer capability.

New employees must make a decision on which fund the employer contributions are paid into within 28 days of commencement of employment.

If no decision is made within the 28 day period then the employer contributions shall be paid into the default Norske Skog Superannuation Plan.

Note: In respect of a default fund employee, contributions must not be made for such employee into a fund or scheme that does not have a MySuper product. This requirement does not apply if the fund or scheme is an exempt public sector scheme or if the employee, and each other default fund employee in relation to whom contributions are made, are defined benefit members.

Superannuation will be paid on the ordinary time earnings rate for employees.

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## 11 Improvement Initiatives

### 11.1 Business Development Days

The Company will reduce quota by 20 hours (for Production, Lab and Stores employees) with no loss of pay and remove the 2 current business Development Days, that are covered by allocated (ie Quota) hours.

If the Company does elect to hold a development day, then payment for attendance will be at excess (double) time.

### 11.2 Income Protection Insurance

Income Protection Insurance will continue to be provided to employees. The company will add to the current ( $1.83 \%$ ) premium up to a maximum of $2.32 \%$ in order to maintain the current benefits of the scheme when it is up for renewal in J anuary 2015.

If the premium is set to exceed $2.32 \%$ for the current scheme, the following options will be explored:

- By mutual agreement with the Union we explore alternate insurance providers
- All employee's (with union coordination) elect to top up from their wages
- We approach the current insurance provider to review their premium
- Or, the benefits will be reduced in order to cap the premium at 2.32

If the current cost (1.83\%) of the premium reduces, discussions will be initiated between the Company and Union delegates as to whether a) the excess amount is put back onto wages or, b) the excess amount remains in the scheme but the benefits are increased, or c) some other arrangement is agreed to.

The new premium that is set in January 2015 will be the figure carried into the next EBA negotiations (provided it is $2.32 \%$ or less).

It is agreed to allow employees to top up to their full salary from existing leave entitlements once the income protection drops below 100\%.

### 11.3 Maintenance Trades Skills Competency Career Path

Maintenance trades are expected to demonstrate leadership and high level technical capabilities. The Maintenance Trades Competency Career Path will be developed to complement the ongoing evolution of maintenance trades job design.

Specifically, the Maintenance Trades Competency Career Path will be reviewed in line with the following guiding principles:

- More emphasis to be placed on personal capabilities such as leadership within the assessment.
- Need to agree on how anomalies are addressed e.g. trade assessed below current pay level. Work towards development.
- Review current career path to ensure that the competencies for a Area Process Trade are included.

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### 11.4 Production Competency Career Path

Production operators are expected to demonstrate the leadership and problem solving capabilities, as well as demonstrate a high level of technical capabilities that are with in the current production competency career path structure. The production competency career path will continue to be developed and reviewed to complement the ongoing evolution of Production operators job design.

## 12 Discretionary Payments

In addition to the annualised salaries, a number of discretionary payments apply and include:

### 12.1 Annual Six (6) Hour Payment

The accrued entitlement over a calendar year of leisure leave for 12 hour shift employees is 19.5 shifts. It is agreed that the half shift will be a payment included in the annualised salary for applicable shift employees. The half shift will be at double the hourly card rate.

### 12.2 Company Organised Meetings

Any compulsory company-wide meetings out of normal hours would attract additional payments at the rate of double time.

## 13 Annual Leave

### 13.1 Entitlement

For each 12 months continuous service (less the period of annual leave) an employee shall be entitled to the following annual leave;
a. Day work employee 160 hours;
b. Shift work employee 192 hours;

Annual leave entitlements shall not include entitlements under clause 21.11-Public Holidays which may occur during a period of annual leave.

The employer may roster leave over a twelve month period, provided that at least eight weeks notice is given to the employee prior to commencement of the leave.

Annual leave for shift work employees shall be taken according to the established roster.
By agreement between employer and employee, annual leave may be taken at any time provided it is done within two years from the date that the right accrued.

### 13.2 Pro Rata Entitlements

An employee is entitled to be paid annual leave on a pro rata basis where after one week of continuous service and through no fault of the employee, the employee or the employer lawfully terminates the employment relationship.

### 13.3 Leave Calculation

Annual leave accrues, in arrears, on a pro-rata basis for each completed four weeks period of employment. Pro-rata is a proportion of a whole entitlement. This means that the leave is credited to the employee 13 times a year.

Albury

### 13.4 Payment for Annual Leave

An employee shall be paid for their annual leave at the Annualised Salary rate.

### 13.5 Loading on Annual Leave

A leave loading increment of $17.5 \%$ for day workers or the shift loading for shift workers whichever is the greater but not both have been provided for within the components that make up the Annualised Salary Rate.

### 13.6 Higher Duties Payment on Annual Leave

Where an employee has worked in a higher level classification for not less than 13.5 working (eight hour) days or shifts, in the four weeks immediately prior to the employee's annual leave, then the rate of pay for the higher classification will be used to calculate payment of leave entitlements.

### 13.7 Payment Option

An employee may exercise the option of having payment for annual leave either as a lump sum pre-payment covering the full period of leave, or continue to receive payment fortnightly into the employee's nominated financial institution account.

### 13.8 Effect on Continuous Service

Continuous service will not be affected by:
a. any interruption or termination of employment made by the employer merely with the intention of avoiding legal obligations in respect of annual leave entitlements;
b. any absence from work due to personal sickness or accident;
c. on account of leave lawfully granted by the employer;
d. any absence with reasonable cause, proof being upon the employee, except where the employer notifies the employee within fourteen days after resuming duties that such service has been broken.

### 13.9 Effect of Emergency Breakdowns on Annual Leave

Where operations cease due to fire, breakdown of machinery or any other cause beyond the control of the employer, working time lost, providing it does not extend into the next quarter, shall not affect existing or future annual leave entitlements.

Where the cessation extends into the next quarter, no annual leave shall accrue for that quarter or the following quarters until normal operations recommence.

### 13.10 No Call-ins while on Leave

Standard practice for Norske Skog Albury Mill will be, that employees will not be called in while on leave, unless by prior mutual agreement.

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### 13.11 Cashing out Annual Leave

An employee may request to cash out annual leave by mutual agreement with the Company and only in exceptional circumstances after all other options have been explored.
The following criteria must be met:

- an employee needs to have at least 4 weeks annual leave balance after the annual leave is cashed out
- a written agreement needs to be made each time annual leave is cashed out
- the Company cannot force or pressure an employee to cash out annual leave
- payment for cashed out annual leave will be treated the same as what the employee would have been paid if they took the leave.


## 14 Long Service Leave

Employees are entitled to Long Service Leave in accordance with the New South Wales Long Service Leave Act 1955.

Employees will agree to use entitlement within two years of eligibility.

## 15 Personal Leave

An employee, other than a casual employee, is entitled to accumulate and take paid leave for personal illness or injury (sick leave) or 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 as they are sick or injured or has an unexpected emergency (carer's leave) in accordance with the National Employment Standards as contained in the Act.

### 15.1 Definitions

The following are members of an employee's immediate family:

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


### 15.2 Amount of Paid Personal Leave

| Length of time worked | Rate of paid personal <br> leave per year of <br> continuous service in <br> hours | Rate of accrual of paid <br> personal leave per year <br> of continuous service in <br> hours |
| :---: | :---: | :---: |
|  | Day Workers | Sift Workers |
| Less than 12 months | 80 Hours | 80 Hours |
| Between 1 and 5 years | 80 Hours | 80 Hours |
| Between 5 and 10 years | 84 Hours | 88 Hours |
| More than 10 years | 102 Hours | 106 Hours |

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### 15.3 Pro Rata Entitlements

In the first year of service, pro rata entitlements are payable where the employee's commencement date is other than the first working day in January. Continuous service for subsequent periods will commence on J anuary 1 and finish on December 31 each year.

### 15.4 Accumulation of Personal Leave

### 15.4.1 First Year of Employment

For full-time employees at the end of the first year of employment, unused personal leave accrues by the lesser of:
a. 80 hours less the amount of personal leave taken during the year; or
b. the balance of the year's unused personal leave.

### 15.4.2 Second to Fifth Years of Employment

For full-time employees at the end of the second to fifth years of employment, unused personal leave accrues by the lesser of:
a. 80 hours less the amount of personal leave taken; or
b. the balance of the year's unused personal leave.

### 15.4.3 Sixth to Tenth Years of Employment

For full-time employees at the end of the sixth to tenth years of employment, unused personal leave accrues by the lesser of:
a. 84 or 88 hours less the amount of personal leave taken; or
b. the balance of the year's unused personal leave.

### 15.4.4 Eleventh Year of Employment and Thereafter

For full-time employees at the end of the eleventh and subsequent years of employment, unused personal leave accrues by the lesser of:
a. 102 or 106 hours less the amount of personal leave taken; or
b. the balance of the year's unused personal leave.

### 15.5 The Effect of Workers' Compensation

If an employee is receiving workers' compensation payments, they are not entitled to personal leave.

### 15.6 Broken Service

If an employee is terminated by the employer and is re-engaged within a period of six months then the employee's unclaimed balance of personal leave shall continue from the date of re-engagement.

### 15.7 Personal Leave to Care for an Immediate Family Member or Household Member

The entitlement is subject to the employee being responsible for the care or support of the immediate family member or household member concerned. In normal circumstances an employee is not entitled to take leave for this purpose where another person has taken leave to care for the same person.

By agreement between the employer and an individual employee, the employee may access an additional amount of their accrued personal leave for the purposes set out in this clause beyond the relevant limit set out in clause 15.2. In such circumstances, the employer and the employee must agree upon the additional amount that may be accessed.

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### 15.8 Employee Must Give Notice

The employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer or their inability to attend for duty and as far as practicable state the nature of the injury, illness or emergency and the estimated duration of the absence.

If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the employee will inform the employer within 16 hours of such absence.

When taking leave to care for members of their immediate family or household who are sick and require care or support, or who require care due to an unexpected emergency, the notice must include:

- the name of the person requiring care or support and their relationship to the employee;
- the reasons for taking such leave; and
- the estimated length of absence.


### 15.9 Evidence Supporting Claim

The employer may require the employee to provide evidence in relation to a period of personal leave. The employee must then provide the employer with a medical certificate from a registered health practitioner. If it is not reasonably practicable to provide a medical certificate, the employee may provide a statutory declaration.

The medical certificate must state that in the medical practitioner's opinion the employee was, is or will be unfit for work during the period because of personal illness or injury.

If a statutory declaration is provided, it must state that the employee is, was or will be unfit to work due to personal illness or injury.

When taking leave to care for members of their immediate family or household who are sick and require care or support due to an unexpected emergency, the employer may require the employee to provide evidence in relation to a period of personal leave. The employee must then provide the employer with a medical certificate from a registered health practitioner. If it is not reasonably practicable to provide a medical certificate, the employee may provide a statutory declaration.

The medical certificate must state that in the medical practitioner's opinion, the member of the immediate family or household has had or will have a personal illness or injury in the period.

If a statutory declaration is provided, it must state that the employee requires or required leave to provide care or support to a member of the employee's immediate family or household member because of illness, injury or an unexpected emergency.

### 15.10 Single Day Absences

Without limiting the employer's rights, the payment of personal leave without the production of a certificate from a registered medical practitioner certifying the employee's incapacity for duty shall not exceed three $x$ eight hour days for day workers or three $\times 12$ hour shifts for shift workers in any calendar year.

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### 15.11 Unpaid Personal Leave

Where an employee has exhausted all paid personal leave entitlements, they are entitled to take unpaid personal leave to care for members of their immediate family or household who are sick and require care or support or who require care due to an unexpected emergency. The employer and the employee shall agree on the period. In the absence of agreement, the employee is entitled to take up to two days or shifts of unpaid leave per occasion, provided the requirements of clause 15.8 and clause 15.9 are met.

### 15.12 Casual Employees Caring Responsibilities

### 15.12.1 Caring Responsibilities

Subject to the evidentiary and notice requirements in clause 15.8 and clause 15.9 casual employees are entitled to not be available to attend work, or to leave work:

- if they need to care for members of their immediate family or household who are sick and require care or support, or who require care due to an unexpected emergency, or the birth of a child; or
- upon the death in Australia of an immediate family or household member.

The Company and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of nonattendance.

The Company must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of the Company to engage or not to engage a casual employee are otherwise not affected.

### 15.13 Payment of Sick Leave on Retirement

An employee with at least 10 years continuous service, whose employment is terminated due to:

- normal retirement; or
- through medical incapacity,
will be entitled to a payment equivalent to a maximum of;
- 1400 hours of unused personal leave credits


### 15.14 Sickness or Injury whilst on Annual Leave

An employee who suffers an illness or injury whilst on annual leave shall be paid personal leave in lieu of annual leave subject to the following requirements:

- The employee has personal leave credits to cover the period of illness or injury.
- The period of incapacity and is covered by a certificate from a registered medical practitioner.
- The employee notifies the employer as per the notification requirements of this clause 15.8

The employee, if recovered, must resume duty on the agreed scheduled date of return. The balance of annual leave remaining shall be granted and taken at a mutually convenient time.

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### 15.15 Compassionate Leave

The provisions of this clause apply to full-time and regular part-time employees (on a pro rata basis) but do not apply to casual employees. The entitlements of casual employees are set out in clause 15.12.1

### 15.16 Paid Leave Entitlement

### 15.16.1 Full Time Employees

A full-time employee is entitled to use up to 24 hours compassionate leave on each occasion and on production of satisfactory evidence (if required by the employer) for either a member of the employee's immediate family or household who;

- contacts or develops a personal injury or illness that poses a serious threat to their life, or
- dies.


### 15.16.2 Part-Time Employees

A part-time employee is entitled to take two days compassionate leave without loss of pay, up to a maximum of 24 hours on the same basis as prescribed for full-time employees except that leave is only available where a part-time employee would normally work on either or both of the two working days following the death.

### 15.16.3 Unpaid Compassionate Leave

Where an employee has exhausted all paid compassionate leave entitlements they are entitled to take unpaid bereavement leave. The employer and employee should agree on the length of the unpaid leave. In the absence of agreement, a full-time employee is entitled to take up to two days or Shifts unpaid leave, provided the requirements of clause 15.9 are met, and a part-time employee is entitled to take up to two days unpaid leave, to a maximum of two days or shift, provided the requirements of clause 15.9 are met.

## 16 Parental leave

Subject to the terms of this clause 12 months of unpaid parental leave is available to all eligible employees for:
a. the birth of a child to the employee, the employee's spouse, or the employee's de facto partner or
b. the placement of a child under 16 with the employee for adoption.

A further 12 months may be available upon request and agreement by both parties.
All Parental leave shall be granted and taken in accordance with, Fair Work Act 2009, Part 2-2, Division 5 and legislated requirements that may come into place during the life of this agreement. This includes the following related entitlements:
a. unpaid special maternity leave
b. unpaid pre-adoption leave
c. a right to transfer to a safe job in appropriate cases, or take paid 'no safe job leave'
d. consultation requirements

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### 16.1 Eligible Employees

All employees with 12 months continuous service are eligible, except for casual employees who do not meet the following criteria:
a. casual employees who have been employed on a regular and systematic basis for a sequence of periods over at least 12 months
b. casual employees who had it not been for the birth (or expected birth) or adoption (or expected adoption) of a child, would have a reasonable expectation of continuing employment on a regular and systematic basis.

### 16.2 Paid Maternity Leave

Female employees, who have completed 12 months continuous service from employment commencement date, are entitled to nine weeks paid leave at their full salary rate or 18 weeks paid at half their full salary rate, as a component of the 12 months unpaid parental leave period.

This payment is in addition to any government provided parental leave payment scheme that is in place during the life of this agreement.

### 16.3 Parental Leave for Spouse or Partner

Concurrent unpaid parental leave of three weeks or less may be taken by a spouse or partner. This may be extended to eight weeks upon request and agreement by both parties. Where an eligible employee is taking the full 12 months of parental, this leave will be included as a component. The concurrent leave must not start before, and must not end more than three weeks after:
a. if the leave is birth-related leave-the date of birth of the child; or
b. if the leave is adoption-related leave-the day of placement of the child;

This leave may start earlier and end up to an additional three weeks later upon request and agreement by both parties.

### 16.4 Return to Work

On ending unpaid parental leave, an employee is entitled to return to:
a. the employee's pre-parental leave position; or
b. if that position no longer exists-an available position for which the employee is qualified and suited nearest in status and pay to the pre-parental leave position.

### 16.5 Flexible Work Arrangements

An employee who is a parent, or has responsibility for the care, of a child may request the employer for a change in working arrangements to assist the employee to care for the child if the child:
a. is under school age; or
b. is under 18 and has a disability.

The employer will make every effort to accommodate reasonable requests within the bounds of operational constraints.

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### 16.6 Superannuation, Long Service Leave, Annual, Leisure and Sick Leave

Employer superannuation contributions will continue to be paid during the governmentfunded Parental Leave Paid period (at the National Minimum Wage for a maximum period of 18 weeks). Long service, Annual, Leisure (Shift employees only) and sick leave will also accrue during this 18 week period.

For the purposes of long service leave, the length of service will continue to be recognised throughout the entire period of approved parental leave.

## 17 Employer and employee duties

### 17.1 Wider Range of Duties

The employer may require an employee to carry out a wider range of duties where these duties are within the employee's generic stream, skills, competence and training consistent with the classification structure contained in this agreement.

### 17.2 Not to Promote Deskilling

The employer shall not use the provisions of clause 17.1 to promote deskilling.

### 17.3 Employment Categories

### 17.3.1 General

Employees under this agreement will be employed in one of the following categories:

- full-time employees; or
- regular part-time employees; or
- casual employees; or
- temporary employees.
- apprentices

At the time of engagement an employer will inform each employee of the terms of their engagement and in particular whether they are to be full-time, regular part-time temporary or casual.

### 17.3.2 Period of employment contract

Except in the case of casual employment, all employment shall be by the week.

### 17.3.3 Absence from duty

An employee absent from duty shall lose pay for the actual time of non-attendance except where on authorised leave of absence.

### 17.4 Regular Part-Time Employment

### 17.4.1 Definition

A regular part-time employee shall be employed in any classification of this agreement and is an employee who:

- works less than an average of 36 hours per week;
- has reasonably predictable hours of work;
- receives, on a pro rata basis, equivalent pay and conditions to those of
- full-time employees who do the same type of work.

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### 17.5 Temporary Employee

### 17.5.1 Definition

A temporary employee is an employee who is engaged as a permanent employee on a fixed term basis. They will receive the equivalent pay and conditions to those of permanent full time employees. After 12 months of completed continuous service, a production temporary employee is able to progress up to Level 5, through the production competency career path.

### 17.5.2 Agreement in Writing

At the time of engagement the employer and regular part-time employee will agree in writing, on a regular pattern of work, specifying at least the hours worked each day, which days of the week the employee will work and the actual starting and finishing times each day. Any agreed variation to the regular pattern of work will be recorded in writing.

### 17.5.3 Excess Hours

A regular part-time employee who works in excess of the normal hours of work for the ordinary full-time equivalent position (e.g. day worker eight hours etc.) or outside of the spread of hours defined for that occupation, shall be paid overtime in accordance with clause 21.14-Overtime - Day workers.

### 17.5.4 Payment

A regular part-time employee, employed under the provisions of this clause must be paid for ordinary hours worked at the rate of $1 / 36$ th of the weekly rate prescribed for the class of work performed.

### 17.5 Casual Employment

### 17.5.1 Definition

A casual employee is an employee engaged and paid as such.

### 17.5.2 Payment

A casual employee shall be paid at $1 / 36$ th of the appropriate rate for the class of work performed plus an additional loading of $25 \%$ in lieu of public holidays, sick leave, annual leave, carer's leave and parental leave.

### 17.6 Apprentices

### 17.6.1 Existing Apprentices

Existing apprentices employed prior to the 1st July 2014 will continue to be employed under their existing terms and conditions. The wage rates applicable are referred to in the wage table as 'OLD' Apprentice Rates. These rates will apply until the end of their apprenticeship at the mill.

### 17.6.2 New Apprentices

Any new apprentice employed on or after 1 January 2015 will be employed under the wage table title 'NEW' Apprentice Rates.

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### 17.6.3 Tools for apprentices

The company will issue first year apprentices a prescribed tool kit up to the value of $\$ 1,000$. Any tools required above this value need to be paid by the apprentice and utilise current legislation benefits available.
Apprentices can choose to access the Trade Support Loan during the term of their apprenticeship as per the Australian Government Trade Support Loan program. Access to the Trade Support Loan will be the responsibility of the apprentice through the Australian Apprenticeship Centre.

### 17.6.4 Apprentice overtime rates

Overtime hours when worked will be paid for at the double time card rate.

## 18 Termination of Employment

### 18.1 Notice of Termination by Employer

In order to terminate the employment of a full-time employee or regular part-time employee, the employer shall give to the employee the period of notice specified in the following table:

| Period of continuous service | Period of notice |
| :--- | :--- |
| 1 year or less | 1 week |
| Over 1 year and up to the completion of 3 years | 2 weeks |
| Over 3 years and up to the completion of 5 years | 3 weeks |
| Over 5 years of completed service | 4 weeks |

In addition to this notice, employees over 45 years of age at the time of the giving of notice, with not less than two years continuous service, are entitled to an additional week's notice.

### 18.2 Payment in Lieu of Notice

Payment in lieu of notice shall be made if the appropriate notice period is not required to be worked. Employment may be terminated by the employee working part of the required period of notice and by the employer making payment for the remainder of the period of notice.

### 18.3 Wages Payable

In calculating any payment in lieu of notice, the salary an employee would have received in respect of the ordinary time they would have worked during the period of notice had their employment not been terminated will be used.

### 18.4 Where Notice is not required

The period of notice in this clause, shall not apply in the case of dismissal for conduct that justifies instant dismissal including inefficiency within the first 14 days, or serious misconduct; or in the case of casual employees, apprentices or for employees engaged for a specific period of time or for a specific task or tasks.

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### 18.5 Continuous Service

Continuous service means service under an unbroken contract of employment and includes:

- any period of leave taken in accordance with this agreement;
- any period of regular part-time employment worked in accordance with this agreement; and
- any other period of leave or absence authorised by the agreement or the employer


### 18.6 Notice of Termination by Employee

The notice of termination required to be given by an employee shall be the same as that required of an employer, except that there is no additional notice based on the age of the employee concerned.

### 18.7 Time off During Notice Period

Where an employer has given notice of termination to an employee, an employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee after consultation with the employer.

## 19 Training

### 19.1 Learning and Development

Where employees undertake learning and development associated with their employment outside of normal hour's then overtime excess payment at single time hourly card rate will apply.

In all instances, the conditions, payment and duration under which the training will take place will be discussed and approved before commencement of that training.

### 19.2 Costs

Any costs associated with standard fees for prescribed courses and prescribed textbooks (excluding those textbooks which are available in the employer's technical library) incurred in connection with the undertaking of training shall be reimbursed by the employer upon production of evidence of such expenditure. Provided that reimbursement may be on an annual basis subject to the presentation of reports of satisfactory progress.

Travel costs incurred by an employee undertaking training in accordance with this clause which exceed those normally incurred in travelling to and from work shall be reimbursed by the employer.

### 19.3 Internet Service Provider Costs

The Company to pay $\$ 30 /$ month Internet Service costs to employees who undertake any on line learning program as part of an agreed development plan. This will only apply for the length of time that the employee is participating in the program.

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## 20 Allowances

### 20.1 Albury Allowance

An allowance shall be paid to each employee as compensation for special factors associated with travel and other costs incurred by employees in the course of their employment at the Albury mill.

### 20.2 Industry Allowance

An industry allowance shall be paid in addition to the ordinary rates of pay for all employees due to certain special features of the newsprint manufacturing industry.

### 20.3 Shift Allowance

A shift allowance shall be paid to employees who work other than day work to compensate for inconvenient working hours.

### 20.4 Materials Management Assistance Allowance

An allowance shall be paid to Maintenance Trades employees required to operate the material management system for stores access purposes.

### 20.5 Tool Allowance

A tool allowance will be paid to Maintenance Trades employees for the provision, maintenance and or replacement of tools used in the course of their employment.

The tool allowance will not be payable if the employer provides the tools to the employee.

### 20.6 Electrical Supervisor's Certificate (A Grade Licence)

An employee engaged in an appropriate engineering classification as defined in this agreement that holds a New South Wales electrical supervisor's certificate (A Grade Licence) should be paid the appropriate allowance.

### 20.7 First Aid Allowance

A first aid allowance is payable fortnightly where appropriate certification is obtained and the employee is available for first aid duty as required. The first aid allowance is not indexed annually.

When an employee volunteers to do first aid training, no additional payments will be made where the training is completed outside normal hours.

When first aid is done as per a company requirement, the training will be paid at excess single time L\&D (eg, when an ERT person has used up their first 24hrs).

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### 20.8 Emergency Response Team Allowance

An Emergency Response Team (E.R.T.) allowance is paid fortnightly where it is a requirement of employment, and the employee is available for extra duties. Appropriate training must be completed equal to at least 24 hours per annum ( 20 hours for shift trades). Where the employee completes part of the training a pro-rata adjustment in payment will be made.

Emergency Response Team (ERT) excess overtime hours will be paid at single time where more than 24 hours training ( 20 hours for shift trades) that is company approved, and appropriate to the role of ERT, is attended by members in a calendar year. (For example Fire fighting, First Aid, Confined spaces rescue)

### 20.9 Maintenance Trades On-Call Allowance

An allowance is paid to Maintenance Trades employees when they are on-call. This will increase to $\$ 500$ from date of signing this agreement, and will be indexed annually.

### 20.10 Special Rates Allowance

An allowance is paid to Maintenance Trades employees per week and replaces the entitlement to claim compensation for confined spaces, wet places, hot places, dirty money, height money, explosive tools and slag wool fibreglass. Compensation for late lunch penalties is included in this amount.

### 20.11 Disability Allowance

A disability allowance equivalent to one-fifth of the schedule rate applies for working public holidays. For 12 hr shift employees the calculation is $1 / 5$ of schedule rate x 210/141. Shift employees have 5 disability payments included in the Annualised Salary

### 20.12 Additional Allowances

There will be additional allowances for workplace representatives for work out of hours. These will be negotiated as required.

### 20.13 Special Rates

The special rates prescribed in this clause shall be paid in addition to the rates specified elsewhere in this agreement, provided that such special rates shall only be payable where:
a. The condition for which a special rate is prescribed has not been taken into account in fixing the rate so specified elsewhere in this agreement; and the condition for which a special rate is prescribed is not normally incidental to the occupation concerned.
b. Where two or more of the special rates specified in this clause apply, the higher or highest rate (as the case may be) only shall be payable.
c. This clause shall not apply to confined spaces, dirt money, height money, hot places or wet places, the rates for which are cumulative.
d. The special rates prescribed in this clause shall be paid irrespective of the times at which the work is performed and shall not be subject to any premium or penalty additions whatsoever.
e. The minimum payment for any special rate prescribed in this clause shall be one hour at the appropriate rate, payments in excess of one hour shall be calculated to the nearest half hour.

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### 20.13.1 Confined Spaces

Employees working in confined spaces shall be paid an allowance per hour extra whilst so engaged.

Confined space means a working place, the dimensions of which necessitate an employee working in a stooped or otherwise cramped position or without proper ventilation, or where confinement within a limited space is productive of unusual discomfort or a compartment which is normally sealed.

Employees working in the following specified confined spaces shall be paid per hour extra whilst so engaged:

- inside machine dryers;
- repair work inside boilers of steam plant.


### 20.13.2 Wet Places

An employee working in any place where their clothing or footwear become saturated, whether by water, oil or otherwise (except heavy rain) shall be paid an allowance per hour extra, provided that this extra rate shall not be payable to an employee who is provided by the employer with suitable and effective protective clothing and/or footwear and provided further that any employee who becomes entitled to this extra rate shall be paid such extra rate for such part of the day or shift as the employee is required to work in wet clothing or boots.

An employee whose duties require them to work in heavy rain shall be provided with suitable and effective protective clothing and/or footwear, but an employee who is not so provided when working in heavy rain shall be paid a flat rate allowance extra per day. Rain shall be deemed to be heavy when, if the employee works therein as required, their clothing shall become saturated.

### 20.13.3 Hot Places

An employee working for one hour or more in the shade in places where the temperature is raised by artificial means to a temperature exceeding $46^{\circ} \mathrm{C}$ shall be paid an allowance per hour extra.

Where work continues for more than two hours in temperatures exceeding $46^{\circ} \mathrm{C}$ employees shall also be entitled to twenty minutes rest after every two hours work without deduction of pay. The employee's coordinator shall decide the temperature after consultation with the employees who claim the extra rate and a thermometer shall be available as required for the purpose of determining temperatures. This allowance will not be payable to employees working on normal duties in the paper machine room.

### 20.13.4 Dirt Money

For work of an unusually dirty nature an allowance shall be paid per hour extra. Unusually dirty work means work that is more dirty or offensive than the work usually performed.

### 20.13.5 Height Money

An employee who is required to work at a height of nine metres or more directly above the nearest horizontal plane, or an employee working on a swinging scaffold (other than a single plank swing scaffold) at any height, shall be paid an allowance for each day or shift or part thereof during which the employee is engaged on such work.

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### 20.13.6 Explosive Powered Tools

An employee who is required to use explosive powered tools shall be paid an allowance per day extra for each day on which the employee uses such tools.

### 20.13.7 Slag Wool and Fibre Glass

An employee handling loose slag wool, loose insul-wool or other loose material of a like nature used for providing insulation against heat, cold or noise, shall, when so employed on the construction, repair or demolition of furnaces, walls, floors and/or ceilings, be paid an allowance per hour extra.

An employee engaged in grinding fibreglass reinforced plastics in circumstances where the fibreglass particles are not extracted from the work area in the immediate vicinity of the grinding operation shall, when so employed, be paid an allowance per hour extra.

### 20.13.8 Refiner Plate Changes

An employee engaged in removal and/or replacement of refiner plates on thermo mechanical pulping in refiners (Sprout Waldron) shall be paid an allowance per hour as compensation for the disability of working in the related confined, hot, wet and dirty conditions associated with such refiner plate changes.

This allowance is in lieu of other special rate allowances for confined, hot, wet and/or dirty work.

## 21 Hours of Work, Shift Work, Meal Breaks and Overtime

### 21.1 Ordinary Hours - Day workers

The ordinary hours for day workers shall not, without payment for overtime, exceed 36 per week to be worked in nine days (over a fortnight) of eight hours.

The ordinary hours of work are to be worked continuously, except for meal breaks, between $6.00 \mathrm{a} . \mathrm{m}$. and $6.00 \mathrm{p} . \mathrm{m}$. by agreement between the employer and the majority of employees in the plant or work section or sections concerned.

Day workers required to work alternate ordinary hours of work for temporary periods of less than five consecutive working days within the spread of hours ( $6.00 \mathrm{a} . \mathrm{m}$. - 6.00 p.m.) shall be given as much notice as possible but no less than 48 hours notice of such change.

If an employee is not given 48 hours notice of the change, they shall be paid at the appropriate penalty or overtime rate for all hours worked outside of the rostered hours until the employee is given 48 hours notice of the change.

### 21.2 Ordinary Hours - Shift workers

The ordinary working hours of employees on shift work shall not exceed an average of 36 per week over 12 months.

Shifts shall be worked according to rosters spread over a two week, three week, four week or otherwise agreed period, to be worked in shifts of eight, 12 or otherwise agreed hours, including such time as by mutual arrangement may be taken for meals. Shifts of less than eight hours may be worked only where the majority of employees agree to operate their shifts in this manner.

Shifts shall be worked consecutively throughout the 24 hours of each of the days Monday to Sunday.

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### 21.3 Arrangement of Shifts

Unless another method of arranging shifts is agreed on between the employer and the majority of employees in the plant, section or sections concerned, shifts shall be worked on a rotating basis of night and day shifts.

The rotating shift rosters shall not be changed without discussion. At least four weeks notice of the change of roster must be given by the employer, provided that a lesser period of notice may be given by agreement between employer and the majority of employees affected.

Other than overtime shifts, or unless agreed between the parties, no more than four shifts shall be worked in any period of five consecutive days.

All time worked by shift workers between the finishing time of the last shift on Fridays and the commencing time of the first shift on Sundays shall be paid for at the rate of time and a half.

### 21.4 Conditions of Transfer - Day Work to Shift Work

Where a day worker transferred to shift work works less than five shifts on any five consecutive working days, overtime rates for the time period worked shall be paid instead of the allowance for shift work.

Where a day worker is transferred to a shift occupation for a period of less than five shifts on any five consecutive working days which involves them working on a day shift only, they shall whilst so employed observe the same hours and conditions as are observed by employees regularly engaged on the shift to which the employee is transferred. They shall be paid the wage rate (including shift allowance) of the occupation on which they are engaged provided they shall not be paid less than their normal wage rate. Nothing in this clause shall be construed to prevent a payment that would otherwise be made in accordance with the provisions of this clause.

Where a day work employee is transferred from day work to afternoon shift or night shift the employee shall be given at least 48 hours notice of such change or, failing such requisite period of notice, shall be paid at the rate of double time for all ordinary time worked by him/her after such change until the expiration of 48 hours from the time such notice was given. The provisions of this clause shall not apply when the change to the shift occupation is at the employee's request.

### 21.5 Meal Breaks for Day Workers

### 21.5.1 Entitlement

Provided an employee is not required to work for more than five hours from starting time, employees shall be entitled to a midday meal break of 30 minutes, to be taken at a mutually agreed time.

### 21.5.2 Emergency Breakdowns

In the case of emergency breakdowns, an employee may be required to defer the meal break by up to one hour. In such a case the employee will be paid at the rate of double time from the time the meal was due to be taken until the time the meal is actually taken.

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### 21.5.3 Recognised Meal Time

Where an employee is required to take a meal break immediately prior to the recognised meal time, the employee shall be paid double time rates only for that period of work, which coincides with the recognised meal break.

### 21.5.4 Meal Break before Commencing Overtime

An employee expected to work overtime for 1.5 hours or more, shall be allowed a meal break of 30 minutes before commencing overtime, which shall be paid for at the appropriate overtime rate. Provided the employer shall not be required to make any payment for a break in excess of 30 minutes, the employer and employee may agree to vary this arrangement to meet prevailing circumstances.

### 21.5.5 Meal Allowance

An employee required to work overtime for more than one and a half hours immediately following their ordinary working hours where such overtime is not being worked on a regular or planned basis shall be supplied with a meal before commencing the overtime work. If a meal is not supplied by the employer a meal allowance payment will be paid to the employee. Provided the work is continued the employee shall be supplied with a further meal or paid the appropriate allowance in lieu thereof after each four hours of overtime worked. The company will work towards developing a more efficient method for paying this allowance.

### 21.6 Morning Tea (Brew) (Day Work Employees)

It is agreed that morning brew be extended from 10 minutes to 15 minutes with the lunch meal break being reduced from 35 minutes down to 30 minutes. Intention of this change is to bring about a realistic brew time (without significantly effecting employees meal time). By facilitating this extended "legitimate" brew period, employees will be expected to observe good timekeeping in order to increase effective work time available.

### 21.7 Crib Time for Shift Workers

### 21.7.1 Crib Time

Employees on shift work shall be allowed a crib time of 30 consecutive minutes for each eight hours or part thereof of ordinary time worked in a single shift.

Except where compelling circumstances make it impracticable, day shift crib breaks are to be taken not later than five hours from the commencement of each shift and night shift breaks not later than four hours from the commencement of each shift.

Where operating circumstances require it, crib time for all shift workers may be taken in not more than two separate periods, which aggregate 45 minutes per shift.

### 21.7.2 Crib Time on Overtime

An employee working overtime shall be allowed a crib time of 30 minutes without deduction of pay for each completed four hours of overtime worked if the employee continues to work after such crib time.

### 21.8 Sunday Work and Notification of Weekend Work

### 21.8.1 Rate of Pay

For work performed on a Sunday payment shall be at the rate of double time.

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### 21.8.2 Notification and Cancellation of Notice to Work

Except in the case of essential emergency work, employees (other than those engaged on continuous shift work) required to work on a Saturday, a Sunday or a public holiday shall be notified not later than three days prior to the holiday.

Should an employee (other than an employee engaged on continuous shift work) be notified that they are required to work on a Saturday, a Sunday or a public holiday and such notification be subsequently cancelled, they shall be eligible for the provisions set out in 21.8.2.1 (below) unless they are given 24 hours' notice of the cancellation, or unless they are notified of the cancellation within the first three hours of the start of the shift immediately preceding the Saturday, Sunday, or public holiday.

### 21.8.2.1 Cancellation outside the required notice period

If the planned overtime is cancelled outside the required notice period (set out above in 21.8.2) the employee can elect to still work the planned overtime. This can be up to the planned duration of the overtime and of the work content allocated by the company OR the employee may elect not to work and forgo any overtime payments.

### 21.9 Day Light Saving - Calculation of Payment

An employee, whose shift coincides with the beginning or end of a prescribed period of daylight saving, that is, where the clock has been advanced or put back, the employee shall be paid as normal for the shift on a "no loss no gain" basis.

### 21.10 12 Hour Continuous Shift - 28th Shift

12 Hour Continuous Shift employees commit to work or provide coverage for their 28th shift without additional cost to the Company.

Each employee will be paid the equivalent to 5.5 , 12 hour shifts at overtime rates (@ 36 hours rate $\times 2$ ) per year, averaged over 26 fortnightly payments.

Any 28th shift that occurs while on leave will not be included in the averaged calculation. These shifts will be treated as optional by the employee and can be worked during the following roster cycle at a mutually agreed time and will attract overtime payment.

The 28th shift will be treated as a normal shift in that:
An employee who is unable to work their 28th shift due to a personal commitment is to arrange an appropriate and acceptable shift change.

An employee is not entitled to claim sick leave if they are unable to attend work.
If a 28th shift falls on Christmas, Boxing or New Years Day, it will be treated as a normal shift, to ensure that the rostered employee is entitled to an ex-gratia payment of a single Disability Allowance in addition to the disability allowance paid in the composite wage. (An OT shift would not normally attract an extra payment.)"

The 28th shift will be identified on rosters by the letter $D$.
In the case of shift tradespeople, if no shift tradesperson is available to work the 28th shift, a day work tradesperson will cover the additional hours at overtime rates.

In the case of shift tradespeople, where the 28th shift falls on a public holiday and no shift tradesperson is available to work, the on-call day work tradesperson will be requested to cover the shift in the first instance. If unavailable, the shift will be covered by any other suitable qualified tradesperson. If no other suitably qualified tradesperson

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is available the on-call day work tradesperson will cover the shift (as per the call-out agreement).

Any employee who is required to work additional 28th shift/s to provide coverage for an employee, who has failed to meet their commitment, is entitled to be paid overtime for time worked.

If an employee fails to meet the their commitment to work their rostered 28 th shift, except where this shift falls on their leave, an amount equivalent to 12 hours overtime will be deducted from the employees' wages in equal amounts over four pay periods (8 weeks).

### 21.11 Public Holidays

Employees shall be entitled to a day's leave without loss of pay for each of the following public holidays, or where they fall on a weekend, any day substituted for these days:

- New Year's Day
- Australia Day
- Labour Day
- Good Friday
- Easter Monday
- ANZAC Day
- Queen's Birthday
- Christmas Day
- Boxing Day
- Picnic Day
- Albury Show Day

Where ANZAC day falls on a Saturday or Sunday, the Monday immediately following shall be observed as a substituted public holiday.

### 21.11.1 Payment for Work Performed on a Public Holiday

For work performed up to a maximum of eight hours on any of the public holidays listed or substituted, payment shall be made at the rate of double time plus a disability allowance equivalent to $1 / 5$ th of the appropriate weekly scheduled wage rate.

### 21.11.2 Day Work Trades Call in Arrangements on Public Holidays

All on call tradespersons will have the option to work on Public Holidays and take this day at a nominated mutually agreeable date. Should the option of working on a public holiday be taken, no disability payment will be made. The replacement day will be treated as a Public Holiday.

A process to manage this will be developed and monitored by the Operations Coordinators / Maintenance Coordinator/Tradesperson.

### 21.11.3 Christmas Day, Boxing Day, New Years Day Public Holidays

An additional ex-gratia payment, equivalent to one disability allowance, will be paid to shift employees who work on either and or Christmas Day, Boxing Day and New Year's Day. This payment is made in addition to hours worked by shift employees on these days.

Two additional ex-gratia payments, equivalent to two disability allowances, will be paid to day work employees who work on either and or Christmas Day, Boxing Day and New Year's Day. This payment is made in addition to hours worked by day work employees on these days.

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### 21.11.4 Payment for Work in Excess of eight hours by Day Workers

For work performed in excess of eight hours on a public holiday, payment shall be made at the rate of double time and one half subject to the following conditions:
a. An employee required to work on any of the listed or substituted public holidays for less than a full day or shift shall be paid for a full day or shift provided that where overtime worked by a day work employee on the day immediately preceding a public holiday continues into the holiday for less than one hour, the employee shall be paid at double time rates only for the actual time worked on the holiday and shall not be entitled to the disability allowance.
b. Where required and rostered by the employer during planned shutdowns, employees shall work on any, or all of the listed or substituted public holidays.

### 21.11.5 Payment for Work in Excess of $\mathbf{1 2}$ hours by Shift Workers

For work performed in excess of twelve hours on a public holiday, payment shall be made at the rate of double time and one half.

### 21.11.6 Absence without Reasonable Cause

Where an employee is absent, on a working day before or the working day after a public holiday without reasonable cause, or without the consent of the employer, the employee shall not be entitled to payment for such holiday.

### 21.12 Picnic Day

The Friday prior to the last Saturday in September shall be an additional day of leave to be observed on the same basis as Public Holidays set out in clause 21.11. Where this day falls on or is immediately adjacent to the NSW Labour day public holiday or a nine day fortnight leisure day, the parties will agree to a mutually acceptable alternate day for the leisure day thus avoiding a five day period without maintenance cover.

### 21.13 Overtime Shift Workers

### 21.13.1 Hours Worked

Provided a shift worker shall not be permitted to work for more than 16 hours, the employee shall remain on duty until relieved. The employer shall limit the number of 16 hour shifts worked by any employee except in unavoidable circumstances.

### 21.13.2 Rate

An employee working outside the ordinary hours of their shift shall be paid double time, except:

- where the departure from their ordinary shift hours is a result of an arrangement between the employees themselves, or
- due to a periodical rotation of shifts.

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### 21.13.3 Change of Shift

Where a shift worker is required to change from one shift to another, except on normal relief or rotation, an employee shall be given as much notice as possible and at minimum 6 days notice of such change or, failing such requisite period of notice, shall be paid at the rate of double time for all ordinary time worked after such change until the expiration of 6 days from the time such notice was given.

The provisions of this sub clause shall not apply to changes mutually arranged between the employees themselves.

Where a shift worker is directed to change to day work for the purpose of working on their rostered day off or on a holiday, as defined in clause 21.11 on their ordinary work or on special duties, the employee shall retain all their shift work conditions and shall be paid double time for that day.

### 21.13.4 Work in Excess of Four Consecutive Shifts

Where a 12 hr shift worker (or equivalent) is required to work for more than four consecutive shifts, other than overtime shifts, the employee shall be paid double time rates from and including the fifth shift until they receive 24 hours off duty, provided that they may be given a shift off at any time after the fifth shift which, if a rostered working shift, will be paid for.

The provisions of this sub clause shall not apply to shift workers employed on maintenance work during a planned shutdown period.

### 21.13.5 Hours off Duty between Consecutive Shifts

When overtime work is necessary, it shall, wherever reasonably practicable, be so arranged that shift workers have at least 10 consecutive hours off duty between the work of successive days.

A shift worker who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day that they have not at least 10 consecutive hours off duty between those times shall, subject to this sub clause, be released after the completion of such overtime until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If, on the instructions of the employer, such a shift worker resumes or continues work without having had such 10 consecutive hours off duty, they shall be paid at double time rates until the employee is released from duty for such period and the employee shall then be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

### 21.13.6 Work in Excess of $\mathbf{1 8}$ Consecutive Blocks of Shifts

A 12 hr shift worker shall not be required to work more than 18 consecutive blocks of shifts unless mutually agreed to.

### 21.14 Overtime Day Workers

### 21.14.1 Rate

For all time worked by day workers outside the ordinary hours as prescribed in clause 21.1 overtime shall be paid at the rate of double time until the completion of the overtime work.

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### 21.14.2 Hours off Duty between Successive Days Worked

When overtime work is necessary it shall, where it is reasonable to do so, be arranged that day workers have at least ten consecutive hours off duty between the work of successive days.

A day worker who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day that they have not had at least 10 consecutive hours off duty between those times shall, subject to this sub clause, be released after the completion of such overtime until they have had a period off duty equivalent to the number of consecutive overtime hours worked, subject to a minimum of 10 hours, without loss of pay for ordinary working time occurring during such absence.

If, on the instructions of the employer, such a day worker resumes or continues work without having had such period of consecutive hours off duty, they shall be paid at double time rates until they are released from duty for such period and they shall then be entitled to be absent until they have had such period off duty without loss of pay for ordinary working time occurring during such absence.

For the purpose of this sub clause where the overtime is worked on a Sunday or a public holiday immediately preceding an ordinary working day, time worked after 3.30 p.m. only shall be taken into account for the purpose of determining entitlement to and duration of the rest period.

Should such a day work employee be instructed to resume work and does commence work before the expiration of such agreed rest period, they shall be paid double time rates for all time worked until they receives such agreed rest period without deduction of pay for ordinary working time occurring during such absence.

### 21.14.3 Requirement to Work Overtime

The employer may require any employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirement.

### 21.15 Employees Recalled to Work

### 21.15.1 Recall - Minimum Hours

An employee recalled to work overtime after leaving the employer's premises shall be paid for a minimum of four hours work at the appropriate overtime rate. Provided that during the course of the work for which they have been recalled no other work of an emergency nature should arise, the employee shall not be required to work the full four hours if the job they were recalled to perform is completed within a shorter period.

### 21.15.2 Recall - Rates of Pay

An employee (whether on call or not) recalled without notice to work overtime immediately preceding their normal starting time (for up to one hour) shall attract a minimum 2 hours at excess double time rates from when they enter site through the front gate. Anything greater than one hour prior to normal start time will attract the minimum 4 hours at excess double time (from entry through the front gate).
In either case of the above fore mentioned early call in, a meal (ie breakfast) will be provided on that day only.

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### 21.15.3 Recall - Travelling Time

An employee recalled without notice to work overtime shall be paid travelling time, at ordinary rates, to or from the job, or both, whichever is the circumstance, as follows:
a. to the job - Up to a maximum of 45 minutes.
b. from the job - Up to a maximum of 45 minutes.

The provisions of this sub clause shall not apply where the overtime is continuous (except for meal breaks) with the completion or commencement of ordinary working time. Overtime worked in the circumstances specified in this sub clause shall not be regarded as overtime for the purpose of shift workers or day workers, where the actual time worked is less than four hours on such recall.

### 21.15.4 Stand by for Work outside Ordinary Hours

An employee notified that they are required to hold themselves in readiness to work outside their ordinary hours shall, until released, be paid at single time at the annualised salary rate from the time at which they are required to hold themselves in readiness.

When such notification is given, the employee shall be advised of the expected duration of the stand by period. Should the requirement to stand by be cancelled prior to the end of the period so notified, the employee shall be paid at the annualised salary rate for $50 \%$ of the remaining time of the stand by period in addition to the time during which they have stood by.

If an employee pursuant to notice has provided a meal or meals and is not required to work overtime they shall be paid as above prescribed for meals which they have provided but which are surplus.

### 21.16 Supply Hours of Work

### 21.16.1 Planned Overtime

A maximum of $10 \times 4 \mathrm{hr}$ overtime shifts to be worked from overtime quota hours related to planned events in the stores area of the supply department. These events will be prescheduled as much as possible in consultation with stores employees.

Unloading of late deliveries shall take place from overtime quota hours, provided notice is given no later than 1400hrs on the day of the delivery and the unloading is completed by 2000 hrs .

### 21.16.2 Planned Shuts

Based on shut requirements, stores personnel will be required to work for up to 4 hours overtime from the overtime quota hours to attend to planned shut work.

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### 21.17 Working on Shuts and on-Call

Overtime quota hours have been built into the annualised salary to cover normal planned shuts of 24 hours or less duration.

Employees will be available on the 1st or 2nd dayshift after their 2nd rostered dayshift for planned shuts.

It is recognised that an employee's shut and on call commitments can clash. It is the intention of management, through the guidelines below, to ensure that each situation is managed to ensure workable solutions for both employees and the business.

1. Employees who are on call will not be required to attend the shut after 1.00 pm .
2. In the event an absence requiring cover is known prior to 1.00 pm , then the on call employee will be asked to go home.
3. Where an absence is notified after 1.00 pm requiring cover by an employee attending a shut then a 10 hour break will be provided prior to on call duties commencing.
Where an employee is resting between 7.30 pm and 11.00 pm , prior to on call duties commencing, it is the intention of management that a range of options be considered to fill the gap. In relation to this arrangement only, should an employee agree to cover this gap after their normal day shift they will be paid excess hours. Operational circumstances and availability of employees at the time will determine the most suitable approach.

Co-ordinators and employees will work together to ensure that hours worked on shuts are fairly applied throughout the team. This may also mean that employees will be flexible when starting and finishing during shut times.

The schedule of shutdowns will be evaluated with a view to balancing the commitment of individual teams. It will not be possible to guarantee equal hours per year to each team.

### 21.18 Planned Major Shuts (> 24 Hours) - Shift Employees

Planned major shuts are defined as any shut planned for 24 hours or more where the prime purpose of the shut is capital work or major roll changes. All overtime for these shuts will be paid for by excess hours.
Wherever possible employees will be given 4 weeks notice of any planned major shut.

### 21.19 Planned Major Shuts and Planned Maintenance Events (Maintenance Day-work Personnel only)

Planned major shuts are defined as any shut planned for 24 hours or more where the prime purpose of the shut is capital work or major roll changes.

Wherever possible employees will be given 4 weeks notice of any planned major shut.
Planned Maintenance Events covers instances where a planned job commences during a normal day and is expected to continue beyond the normal day work finishing time and may or may not require a shiftwork.

The first shift worked for all major shuts and planned maintenance events to be from allocation (excess hrs will be paid after an individual's first shift worked).
Note:

1. Work performed into a weekend or public holiday will be paid as excess from 7.30am onwards.
2. Unplanned maintenance and on call clauses remain as per the current agreement Collective Workplace Agreement 2014 - Norske Skog Albury

### 21.20 Unplanned Maintenance Event -Continuation of Day-Work

This clause covers instances where a breakdown job commences during a normal day, and is expected to continue beyond the normal day work finishing time.

If it is expected that the job will require a night shift, people will be sent home according to the lowest allocated hours and expertise required for the job.

Any overtime worked in the first 24 hours will be from the allocation.
Any overtime worked after the 24 hour period is excess payments.
Work performed into a weekend or Public Holiday will be paid as excess from 7.30 am onwards.

For the purposes of this clause the 24 hour period will be calculated from 7.30am on the day of the Unplanned Maintenance Event.

### 21.21 Maintenance Day Work Employees - Call in Coverage

Employees are required to be on the on call roster and will be paid excess hours when called in.

Engineering employees shall provide call in cover at all times for the repair and maintenance on plant failures that will result in:

- Safety
- Environmental
- Damage to plant or equipment
- Loss of first grade production

An allowance will be paid to maintenance employees rostered on call for each week ( 7 days) of rostered availability.

An employee called in between 02:00 hours and 04:30 and is required to work more than one hour shall be entitled to eight consecutive hours off duty following the completion of such overtime without loss of pay for ordinary working time occurring during such absence.

On a normal working day if an employee is called in after 04:30 hours and who has had the previous 10 hours as a rest period, will be required to work the remainder of the day with breakfast to be provided, or else a 10 hour rest period shall apply.

Normal working time covered by a rest period will be paid at the Annualised Salary Rate.

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### 21.22 Continuous Shiftwork (Maintenance) Call-ins

Site mechanical and electrical trades persons commit that coverage of shift tradespeople due to absenteeism is assured.

The parties are also committed to utilise available systems (i.e. ESS, Shift Comments and PLA) to monitor the performance of this arrangement in terms of availability of cover and any resulting loss of production.

As a last resort the on call day work tradesperson will be utilised.

### 21.23 Continuous Shiftwork (Production) Call-ins

### 21.23.1 Reasons for Call-ins

Continuous shiftwork (production) call-ins will be for employee generated absenteeism only. Call-ins are to cover immediate unforeseen absence; with planned absence coverage to be arranged through other methods.

Employees are required to give as much notice as possible but no less than a 14 days notice of requirement for a planned absence. In the event that 14 days notice is given, arrangements other than on call (quota) will be sourced.

Employees who are called in for employer generated reasons will be paid excess hours at double the hourly card rate.

### 21.23.2 On-Call Times

The continuous shiftwork (production) call-in roster will nominate employees who will be available to be contacted between 6 and 8 am and 6 and 8 pm on the first and second "days off" of their roster. For hours outside these times, employees will not be required to be on stand-by but may be called in if they are available. The need for the operation to be manned $24 / 7$ must be guaranteed. The company is open to mutually discussing alternate ways of managing the on-call process should the need arise.

### 21.23.3 Employees On-Call

Employees who are called in when they are ON-CALL will have the hours deducted from their quarterly allocation. If this puts them in an excess situation they will be paid excess hours at double the hourly card rate.

### 21.23.4 Employees Not On-call

If an employee is requested to work when they are NOT ON-CALL and the employee subsequently attends work they will be paid excess hours at double the hourly card rate. These hours will not be deducted from their quarterly allocation.

### 21.24 General Conditions Applying to Call-ins

### 21.24.1 Minimum Application

The existing provisions for minimum call-ins will apply 0.75 hours will be deducted from the quarterly allocation of additional hours to cover travelling time plus the minimum of 4 hours.

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### 21.24.2 On-Call Other

It is expected that the length of call-ins will be kept to a minimum by use of more effective work organisation for mutual benefit. This will require a commitment to participate in an on-call roster and the full co-operation of all team members.

Production employees required to work (on-call) with less than 12 hours notice will be provided a meal.

Co-ordinators and team members will ensure that hours are spread through regular monitoring and signalling where problems exist and manage a resolution. To ensure sharing of workload and skills development, all maintenance and shift based production employees will be included on their respective call-in roster.

The Company remains committed to supporting the move away from 1-1 on call. Where possible this will be achieved through training and balancing the skills across crews. Where we agree that the situation is critical, extra resources will be solely devoted to help achieve a move away from 1-1 on call. For example in 2014 an extra resource was supplied to facilitate the wet end move away from 1-1 on call. If the wet end does not achieve a move away from 1-1 on call by Q1 2014 the Company and the Union will meet to discuss options for moving forward.

Where significant change or significant training is required to achieve such changes, the company will consult with employee representatives on the process.

### 21.24.3 Application of the on-call Roster

The On-Call roster will be applied for a maximum of the first four continuous shift absences. After this time period the company is committed to finding alternative methods of coverage if required. Where alternative options are available immediately then they can be used to minimise the use of the On-Call roster.

### 21.25 Other General Conditions

Payment for major shuts and rebuilds which are outside of the annualised salary will be paid in the pay period they are worked.

Planned overtime for 12 hour shift employees will be paid as excess and paid at double the hourly card rate.

These hours will not be deducted from the employee's quarterly allocation.
Overtime reason codes are to be utilised, with any adjustments to the codes to be approved by Payroll

Overtime hours can be utilised within the individual components specified, but are not restricted to the amount of hours in each individual component.

The intent is to achieve improved flexibility where an employee can work more than the hours specified in the individual components of the matrix, but cannot exceed the total overtime hours without payment at double the hourly card rate.

### 21.26 Overtime Reason Codes

| QUOTA | EXCESS |
| :--- | :--- |
| Call ins (when on call) | Call ins (not on call) |
| Emergency Response Team (ERT) | Additional Cover - Training |
| Planned major shuts/Maintenance Events | Additional Cover - Projects |
| (1 $1^{\text {st }}$ shift worked) | Additional Cover - Illness/Injury |
| 28th Shift | Company Organised Meeting |
| Planned Overtime (Lab/Supply/RCF | Learning and Development |
| Field/RW) | (Single Time) |
|  | Planned Major Shuts/Maintenance Events |
|  | (after 1 1st shift worked) |
|  | Unplanned Maintenance Event ( $>24$ |
|  | hours) |
|  | Team Meetings |
|  | Planned Overtime (Re-Winder) |

### 21.27 Overtime Component of Annualised Salary

| Components | 12 Hour <br> Shift | Lab | Supply | Maint | RCF <br> Day <br> Field | Rewinder |
| :--- | :---: | :---: | :---: | :---: | :---: | :---: |
| Call in Coverage | $\checkmark$ | $\checkmark$ |  |  |  |  |
| Planned Shut <br> Coverage | $\checkmark$ | $\checkmark$ | $\checkmark$ | $\checkmark$ | $\checkmark$ | $\checkmark$ |
| $28^{\text {th }}$ Shift | $\checkmark$ |  |  |  |  |  |
| Planned Overtime |  | $\checkmark$ | $\checkmark$ | $\checkmark$ | $\checkmark$ | $\checkmark$ |
| Annual Quota Hours | 160 | 82 | 90 | 170 | 88 | 140 |
| Total Hours Payment | 360 | 204 | 220 | 340 | 216 | 320 |

* Note: For 12 hour shift, Lab, Supply, RCF Day Field and the rewinder Total quota hours was reduced by 20 hours without a reduction in wages. The value of the quota component in the Annualised Salary will stay the same, however the new quota hours for determining actual overtime worked will be reduced.


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### 21.28 Quarterly Dates and Hours Allocation

| 2015/2016 |  | Weeks | 12 Hr <br> Shift | Supply | Lab | Maint | RCF (12 <br> hr day) | Rewinder |
| :--- | :--- | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 08-Jun | 30-Aug | 12 | 35 | 17 | 16 | 37 | 19 | 35 |
| 31-Aug | 6-Dec | 14 | 45 | 28 | 25 | 48 | 25 | 35 |
| 7-Dec | 28-Feb | 12 | 35 | 17 | 16 | 37 | 19 | 35 |
| 29-Feb | 5-Jun | 14 | 45 | 28 | 25 | 48 | 25 | 35 |
| $2016 / 2017$ |  | Weeks | 12 Hr <br> Shift | Supply | Lab | Maint | RCF (12 <br> hr day) | Rewinder |
| 6-Jun | 28-Aug | 12 | 35 | 17 | 16 | 37 | 19 | 35 |
| 29-Aug | 4-Dec | 14 | 45 | 28 | 25 | 48 | 25 | 35 |
| 5-Dec | 25-Feb | 12 | 35 | 17 | 16 | 37 | 19 | 35 |
| 26-Feb | 4-Jun | 14 | 45 | 28 | 25 | 48 | 25 | 35 |
| 2017/2018 |  | Weeks | $12 ~ H r$ <br> Shift | Supply | Lab | Maint | RCF (12 <br> hr day) | Rewinder |
| 5-Jun | 27-Aug | 12 | 35 | 17 | 16 | 37 | 19 | 35 |
| 28-Aug | 3-Dec | 14 | 45 | 28 | 25 | 48 | 25 | 35 |
| 4-Dec | 25-Feb | 12 | 35 | 17 | 16 | 37 | 19 | 35 |
| 26-Feb | 3-Jun | 14 | 45 | 28 | 25 | 48 | 25 | 35 |

### 21.29 Quarterly Hours Application

To ensure that employees are not disadvantaged in the application of overtime hours, a quarterly calculation will be made which will provide for adjustments to be made. On the basis of the allocation, $50 \%$ of any unused hours will be adjusted to the following quarter. The following is an example of how this will apply:

- Using the production overtime quota of 160 hours.
- Each year would stand alone.
- The allocations are based on roster cycles with either 12 or 14 week periods.

Example:

| lat quarter |  |
| :--- | :--- |
| allocated | 35 hours first quarter |
| works | 25 hours |
| difference | 10 hours not worked |
| $50 \%$ of $10=5$ This figure is carried over to next quarter |  |
| 2 2nd quarter |  |
| carried forward | 5 hours |
| allocated | 45 hours |
| total | 50 hours |
| works | 30 hours |
| difference | 20 hours |
| $50 \%$ of 20 $=10$ This figure is carried forward to next quarter |  |
| 3rd quarter |  |
| carried forward | 10 hours |
| allocated | 35 hours |
| total | 45 hours |
| works | 50 hours |
| difference | 5 hours |
| This 5 hours is paid as employee is in excess. No hours carried forward to next quarter |  |
| 4 4th quarter |  |
| carried forward | Nil |
| allocated | 45 hours |
| works | 45 hours |
| difference | nil |

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## 22 Production Classifications

| Level | Classification | Description |
| :---: | :---: | :---: |
| $\begin{gathered} \text { Level } 11 \\ 145 \% \end{gathered}$ | Production Worker | Technical skills gained from on the job experience and external study in recognised Pulp and Paper and related qualifications. <br> Competent to fill in for positions in Supervisory or Technical staff areas. |
| $\begin{gathered} \text { Level } 10 \\ 135 \% \end{gathered}$ | Production Worker | Technical skills gained from on the job experience and external study in recognised Pulp and Paper and related qualifications. <br> Competent to fill in for positions in Supervisory or Technical staff areas. |
| $\begin{gathered} \text { Level } 9 \\ 125 \% \end{gathered}$ | Production Worker | J ob units are combined here in such a way that they signify high-level systems knowledge and leadership in many areas of the Mill operations. Control level competency in 3 key operations plus process level competency in other areas. |
| $\begin{gathered} \hline \text { Level } 8 \\ 120 \% \end{gathered}$ | Production Worker | Job units are combined here in such a way that they signify high-level systems knowledge and leadership in many areas of the Mill operations. Control level competency in 2 key operations plus process level competency in other areas. |
| Level 7 115\% | Production Worker | j ob units involve advanced skill level operation of a number of processes. Control level competency in 2 key operations plus process level competency in other areas. |
| Level 6110\% | Production Worker | J ob units relate to the operation of the Finishing Dual Winder Control, Finishing - Single Winder Control, Finishing Winder Process, Wrapper and Rewinder. |
|  |  | Job units relate to the operation of a complex process and generating optimum workplace outcomes from a variety of inputs. Control level competency in 1 key operation plus process level competency in other areas. |
| $\begin{gathered} \text { Level 5 } \\ 105 \% \end{gathered}$ | Production Worker | J ob units relate to operation of the Finishing Single Winder Control, Finishing Winder Process, Wrapper and Rewinder. |
|  |  | Job units relate to operation of more complex mechanical equipment. <br> Coordination of raw materials involves multiple plant settings and underlying process theoretical knowledge. |
| $\begin{array}{r} \text { Level } 4 \\ 100 \% \end{array}$ | Production Worker | J ob units relate to operation of the Finishing Winder Process, Wrapper and Rewinder. |
|  |  | Job units relate to operation of processes relating to more complex operations and material handling. Processes are generally of a visible mechanical nature. |
| Level 3 95\% | Production Worker | J ob units relate to equipment operation of a generally mechanical nature. Operation of equipment involves some options and judgement. Cause and effect understanding important. |


|  |  | Job units relate to operation of the Wrapper or <br> Rewinder or Finishing Winder Process or FG <br> Warehouse. |
| :---: | :--- | :--- |
| Level 2 <br> $90 \%$ | Production Worker | Process knowledge relates to an overview of the <br> Pulp and Paper Process areas including broad <br> understanding of work structure and key <br> components of Health and Safety |
|  |  | Process knowledge relates to an overview of the <br> Finishing including broad understanding of work <br> structure and key components of Health and <br> Safety |
| Level 1 | Production Worker | No process related components at this stage of <br> development |

[^0]
## 23 Engineering Classifications

| Level | Classification | Description |
| :---: | :---: | :---: |
| $\begin{gathered} \text { Level } 11 \\ 145 \% \end{gathered}$ | Technical Tradesperson A | Highly skilled maintenance personnel with high leadership and interpersonal skills and exceptional knowledge of process and equipment. Associate diploma is required for this level. |
| $\begin{gathered} \text { Level } 10 \\ 135 \% \end{gathered}$ | Technical Tradesperson B | Highly skilled maintenance personnel with high leadership and interpersonal skills and exceptional knowledge of process and equipment. Number of points required is 156 as per the skills matrix. |
| $\begin{gathered} \text { Level } 9 \\ 125 \% \end{gathered}$ | Technical Tradesperson A | Extensive trade skills and process knowledge coupled with teamwork, leadership, communication and organisational skills. Training enhances personal development, including preferred career path/s and company requirements. Number of points required is 144 as per the skills matrix. |
| $\begin{gathered} \text { Level 8 } \\ 120 \% \end{gathered}$ | Technical Tradesperson B | Extensive trade skills and process knowledge coupled with teamwork, leadership, communication and organisational skills. Training enhances personal development, including preferred career path/s and company requirements. <br> Number of points required is 132 as per the skills matrix. |
| $\begin{gathered} \hline \text { Level } 7 \\ 115 \% \end{gathered}$ | Technical Tradesperson C | Instrument tradesperson grade 3 Level 4 + 36 Points |
| $\begin{gathered} \hline \text { Level 6 } \\ 110 \% \end{gathered}$ | Special Class Tradesperson | Instrument tradesperson grade 2, Shift fitter special class, Shift electrician special, General gang tradesperson LH, Electrician special class, Mechanical tradesperson special class |
| $\begin{gathered} \text { Level } 5 \\ 105 \% \end{gathered}$ | Technical Tradesperson A | Welder special class (with DLI), Welder (with DLI), Instrument tradesperson GI, Shift electrician, Shift fitter, Welder special class, Machinist 1st class (roll grinding) |
| $\begin{array}{r} \text { Level } 4 \\ 100 \% \end{array}$ | Technical Tradesperson B | Tradesperson - Fitter, Tradesperson - Electrical fitter - mechanic, Tradesperson - Welder (boilermaker), Machinist 1st class |
| $\begin{gathered} \hline \text { Level } 3 \\ 95 \% \end{gathered}$ | Technical Tradesperson A | Rigger/splicer, Tradesperson's helper (crane driver). |
| $\begin{gathered} \text { Level } 2 \\ 90 \% \end{gathered}$ | Technical Tradesperson B | Machinist 2nd class, Tradesperson's helper (oiler), tool and/or material store-person, Machinist 3rd class, Tradesperson's helper, Tradesperson's and/or Electrical mechanic's assistant |
| $\begin{gathered} \text { Level } 1 \\ 85 \% \end{gathered}$ | Unskilled Worker Level 1 | No process related components at this stage of development |

*Note: For further details about Maintenance Career Structure refer to Albury Maintenance Career Structure Document.

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## 24 No Extra Claims

The company and the unions agree that they will not, for the duration of this Agreement, pursue any extra claims in relation to this agreement.

## 25 Market Downtime

Norske Skog aims to maintain a regional inventory in line with the required business needs at the time. When our forward projections indicate inventory is likely to exceed this, market down time (MDT) will be considered as a means to bring the regional inventory back to the required level. Decisions about taking market downtime will also consider the prevailing economic conditions in the markets in which we are selling newsprint.

The Company shall provide at least 10 days notice of a requirement to shut down the plant in a planned manner.

The company and employees will work together to determine the scope of work (i.e. maintenance activities or suitable duties for shift workers), maintenance plans, rosters, training and/or leave to occur during the period of plant down time.

### 26.1 Leave during Market Downtime

The leave period will commence from the planned time on the last day of the shut down activity, and will end at the planned start-up day and time or for the returning crews the leave period will end at their first planned shift back at the mill (note with the exception of the employees who are named on the availability as per clause 26.2 below).

During MDT employees will be required to take leave or if the business requires work may be performed. Any person with low leave entitlements or likely to go into a negative leave balance may still be able to take leave at the approval of the Company.

In the event that an employee ends up with low or negative leave balance, they may be required to work through a future period of crew rostered leave to make up their leave balance to an adequate level. In this instance the company and employee will first attempt to mutually agree a suitable date to work through their crews rostered leave. Failure to reach a mutually agreeable date, the Company may (with 2 months notice) direct the employee to work through their rostered leave.

In the event that market downtime per year exceeds 14 days, consultation with the union will occur to determine the best way to manage it.

### 26.2 On Call after Market Downtime - Production (Shift Workers)

For the purposes of start up production coverage, the Union and the Company will work together to develop an availability list that covers all operator positions on site

Coverage for employee generated absence during the first 2 days of start-up will therefore be guaranteed by utilisation of the availability list. Any employee called in under these circumstances will be entitled to the equivalent time off in lieu at a mutually agreeable future date.

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## 27 Flexibility

(1) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
a. the agreement deals with 1 or more of the following matters:
i. arrangements about when work is performed;
b. the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
c. the arrangement is genuinely agreed to by the employer and employee.
(2) The employer must ensure that the terms of the individual flexibility arrangement:
a. are about permitted matters under section 172 of the Fair Work Act 2009; and
b. are not unlawful terms under section 194 of the Fair Work Act 2009; and
c. result in the employee being better off overall than the employee would be if no arrangement was made.
(3) The employer must ensure that the individual flexibility arrangement:
a. is in writing; and
b. includes the name of the employer and employee; and
c. is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
d. includes details of:
i) the terms of the enterprise agreement that will be varied by the arrangement; and
ii) how the arrangement will vary the effect of the terms; and
iii) 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
e. states the day on which the arrangement commences.
(4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
(5) The employer or employee may terminate the individual flexibility arrangement:
a. by giving no more than 28 days written notice to the other party to the arrangement; or
b. if the employer and employee agree in writing - at any time.

## 28 Consultation Clause

1. This term applies if:
a. the employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
b. the change is likely to have a significant effect on employees of the enterprise; or

Major change
2. For a major change referred to in paragraph (1)(a):
(a) the employer must notify the relevant employees of the decision to introduce the major change; and
(b) sub clauses (3) to (9) apply.
3. The relevant employees may appoint a representative for the purposes of the procedures in this term.
4. If:
(a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
(b) the employee or employees advise the employer of the identity of the representative;
the employer must recognise the representative.
5. As soon as practicable after making its decision, the employer must:
(a) discuss with the relevant employees:
(i) the introduction of the change; and
(ii) the effect the change is likely to have on the employees; and
(iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
(b) for the purposes of the discussion--provide, in writing, to the relevant employees:
(i) all relevant information about the change including the nature of the change proposed; and
(ii) information about the expected effects of the change on the employees; and
(iii) any other matters likely to affect the employees.
6. However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
7. The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
8. If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
9. In this term, a major change is likely to have a significant effect on employees if it results in:
(a) the termination of the employment of employees; or
(b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
(c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
(d) the alteration of hours of work; or
(e) the need to retrain employees; or
(f) the need to relocate employees to another workplace; or

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(g) the restructuring of jobs.

Change to regular roster or ordinary hours of work
10. For a change referred to in paragraph (1)(b):
(a) the employer must notify the relevant employees of the proposed change; and
(b) subclauses (11) to (15) apply.
11. The relevant employees may appoint a representative for the purposes of the procedures in this term.
12. If:
(a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
(b) the employee or employees advise the employer of the identity of the representative;
the employer must recognise the representative.
13. As soon as practicable after proposing to introduce the change, the employer must:
(a) discuss with the relevant employees the introduction of the change; and
(b) for the purposes of the discussion-- provide to the relevant employees:
(i) all relevant information about the change, including the nature of the change; and
(ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
(iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
(c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
14. However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
15. The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
16. In this term:
"relevant employees" means the employees who may be affected by a change referred to in subclause (1).

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## 29 Union Training days

The Company will provide up to 12 days per annum for union related training. Unused days can accrue over the life of the agreement up to a maximum of 36 days. Applications for such training must be submitted in writing (at least 6 weeks prior to the event) to the HR Department Manager for approval. The application should outline the details, type, dates and duration.

Union training will be limited to 5 (Union nominated reps), at any one time.

## 30 Applications of Appendices and Schedules

The following Schedules and Appendices for all intents and purposes form part of this Agreement. Where a provision in a Schedule or Appendix is more generous than an equivalent provision elsewhere in this Agreement, the provision in the Schedule or Appendix shall apply to the exclusion of the provision elsewhere in this Agreement. Norske Skog
Albury

## 31 Signatories to the Agreement

The undersigned parties accept that this Agreement has been negotiated in good faith and agree to be bound by its terms and conditions for its duration.

This Agreement is made at Albury on this the $16^{\text {th }}$ December 2014.

## Signed for and on behalf of the company by:

Milo Foster, General Manager
of 117 R. W. Henry Drive, Ettamogah NSW 2641

Witness

## Signed for and on behalf of the AFMEPKIU

$\qquad$
Date

Address

Witness
Signed for on and behalf of the CEPU
$\qquad$

## Date

## Address

## Witness

Albury

Norske Skog Australasia - Albury

Collective Workplace Agreement 2014

## List of Appendices

| Appendix 1 | - | Salary Sheets |
| :--- | :--- | :--- |
| Appendix 2 | - | Supported Wage System |

## Appendix 1

## Salary Sheets

## Annualised Salary Components

## 12 Hour Shift

Scheduled Rate + Albury Allowance + Industry Allowance + Shift Allowance = Card Rate
Card Rate + Quota Overtime + Penalty for weekend work +5 Disability Allowances +11 Public Holiday +6 Hour Payment $=$ Annualised
Salary

## Laboratory

Scheduled Rate + Albury Allowance + Industry Allowance $=$ Card Rate Card Rate + Quota Overtime = Annualised Salary

## Supply

Scheduled Rate + Albury Allowance + Industry Allowance = Card Rate Card Rate + Quota Overtime = Annualised Salary

## Mechanical Day

Scheduled Rate + Albury Allowance + Industry Allowance = Card Rate
Card Rate + Quota Overtime + MMS Allowance + Tool Allowance + Special Rates Allowance = Annualised Salary

## Mechanical Shift

Scheduled Rate + Albury Allowance + Industry Allowance + Shift Allowance = Card Rate
Card Rate + Quota Overtime + 5 Disability Allowances +11 Public Holiday +6 Hour Payment + MMS Allowance + Tool Allowance + Special
Rates Allowance = Annualised Salary

## Rewinder

Schedule Rate + Albury Allowance + Industry Allowance = Card Rate
Card Rate + Quota Overtime $=$ Annualised Salary
RCF
Schedule Rate + Albury Allowance + Industry Allowance + Shift Allowance = Card Rate
Card Rate + Quota Overtime +5 Disability Allowances +11 Public Holidays $=$ Annualised Salary

## Annualised Salary Components

## Electrical Day

Scheduled Rate + Albury Allowance + Industry Allowance = Card Rate
Card Rate + Quota Overtime + MMS Allowance + Tool Allowance + Special Rates Allowance + A Grade Allowance =
Annualised Salary

## Electrical Shift

Scheduled Rate + Albury Allowance + Industry Allowance + Shift Allowance = Card Rate
Card Rate + Quota Overtime + 5 Disability Allowances + 11 Public Holiday + 6 Hour Payment + MMS Allowance + Tool Allowance + A Grade Allowance + Special Rates Allowance $=$ Annualised Salary

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Disability Allowances

|  | 2014-2015 | 2014-2015 | 2015-2016 | 2015-2016 | 2016-2017 | 2016-2017 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | SCHEDULE RATE | $\begin{gathered} \hline \text { DISABILITY } \\ \text { ALLOWANCE } \\ \hline \end{gathered}$ | $\begin{gathered} \hline \text { SCHEDULE } \\ \text { RATE } \\ \hline \end{gathered}$ | DISABILITY ALLOWANCE | $\begin{aligned} & \hline \text { SCHEDULE } \\ & \text { RATE } \\ & \hline \end{aligned}$ | DISABILITY ALLOWANCE |
| 12 Hour (Shift) |  |  |  |  |  |  |
| Level 1 | \$852.38 | \$253.90 | \$869.43 | \$258.98 | \$886.82 | \$264.16 |
| Level 2 | \$902.53 | \$268.84 | \$920.58 | \$274.22 | \$938.99 | \$279.70 |
| Level 3 | \$952.69 | \$283.78 | \$971.74 | \$289.46 | \$991.18 | \$295.24 |
| Level 4 | \$1,002.84 | \$298.72 | \$1,022.90 | \$304.69 | \$1,043.35 | \$310.79 |
| Level 5 | \$1,052.99 | \$313.66 | \$1,074.05 | \$319.93 | \$1,095.53 | \$326.33 |
| Level 6 | \$1,103.15 | \$328.60 | \$1,125.21 | \$335.17 | \$1,147.72 | \$341.88 |
| Level 7 | \$1,153.30 | \$343.54 | \$1,176.37 | \$350.41 | \$1,199.89 | \$357.42 |
| Level 8 | \$1,203.46 | \$358.48 | \$1,227.53 | \$365.65 | \$1,252.08 | \$372.96 |
| Level 9 | \$1,272.07 | \$378.91 | \$1,297.51 | \$386.49 | \$1,323.46 | \$394.22 |
| Level 10 | \$1,354.15 | \$403.37 | \$1,381.23 | \$411.44 | \$1,408.86 | \$419.67 |
| Level 11 | \$1,454.62 | \$433.29 | \$1,483.71 | \$441.96 | \$1,513.39 | \$450.79 |
| Supply |  |  |  |  |  |  |
| Level 3 | \$952.69 | \$190.54 | \$971.74 | \$194.35 | \$991.18 | \$198.24 |
| Level 4 | \$1,002.84 | \$200.57 | \$1,022.90 | \$204.58 | \$1,043.35 | \$208.67 |
| Level 5 | \$1,052.99 | \$210.60 | \$1,074.05 | \$214.81 | \$1,095.53 | \$219.11 |
| Level 6 | \$1,103.15 | \$220.63 | \$1,125.21 | \$225.04 | \$1,147.72 | \$229.54 |
| Level 7 | \$1,153.30 | \$230.66 | \$1,176.37 | \$235.27 | \$1,199.89 | \$239.98 |

## Norske Skog <br> Albury

Disability Allowances

|  | 2014-2015 | 2014-2015 | 2015-2016 | 2015-2016 | 2016-2017 | 2016-2017 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | SCHEDULE RATE | DISABILITY ALLOWANCE | SCHEDULE RATE | DISABILITY ALLOWANCE | SCHEDULE RATE | DISABILITY ALLOWANCE |
| Maintenance (Day) |  |  |  |  |  |  |
| Level 1 | \$852.38 | \$170.48 | \$869.43 | \$173.89 | \$886.82 | \$177.37 |
| Level 2 | \$902.53 | \$180.51 | \$920.58 | \$184.12 | \$938.99 | \$187.80 |
| Level 3 | \$952.69 | \$190.54 | \$971.74 | \$194.35 | \$991.18 | \$198.24 |
| Level 4 | \$1,002.84 | \$200.57 | \$1,022.90 | \$204.58 | \$1,043.35 | \$208.67 |
| Level 5 | \$1,052.99 | \$210.60 | \$1,074.05 | \$214.81 | \$1,095.53 | \$219.11 |
| Level 6 | \$1,103.15 | \$220.63 | \$1,125.21 | \$225.04 | \$1,147.72 | \$229.54 |
| Level 7 | \$1,153.30 | \$230.66 | \$1,176.37 | \$235.27 | \$1,199.89 | \$239.98 |
| Level 8 | \$1,203.46 | \$240.69 | \$1,227.53 | \$245.50 | \$1,252.08 | \$250.41 |
| Level 9 | \$1,253.61 | \$250.72 | \$1,278.68 | \$255.73 | \$1,304.26 | \$260.85 |
| Level 10 | \$1,353.92 | \$270.78 | \$1,381.00 | \$276.20 | \$1,408.62 | \$281.72 |
| Level 11 | \$1,454.22 | \$290.84 | \$1,483.30 | \$296.66 | \$1,512.97 | \$302.59 |
| Maintenance (Shift) |  |  |  |  |  |  |
| Level 7 | \$1,153.30 | \$343.54 | \$1,176.37 | \$350.41 | \$1,199.90 | \$357.42 |
| Level 8 | \$1,203.46 | \$358.48 | \$1,227.53 | \$365.65 | \$1,252.08 | \$372.96 |
| Level 9 | \$1,253.61 | \$373.42 | \$1,278.68 | \$380.89 | \$1,304.25 | \$388.51 |
| Level 10 | \$1,353.92 | \$403.29 | \$1,381.00 | \$411.36 | \$1,408.62 | \$419.59 |
| Apprentices |  |  |  |  |  |  |
| $1^{\text {ST }}$ YR 50\% | \$560.53 | \$112.11 | \$571.74 | \$114.35 | \$583.18 | \$116.64 |
| $2^{\text {ND }}$ YR 63\% | \$695.16 | \$139.03 | \$709.06 | \$141.81 | \$723.24 | \$144.65 |
| $3^{\text {RD }}$ YR 80\% | \$896.95 | \$179.39 | \$914.89 | \$182.98 | \$933.19 | \$186.64 |
| $4^{\text {TH }}$ YR 92\% | \$1,031.43 | \$206.29 | \$1,052.06 | \$210.42 | \$1,073.10 | \$214.62 |

## Norske Skog <br> Albury

Allowances

| ALLOWANCE | $\mathbf{2 0 1 4 - \mathbf { 2 0 1 5 }}$ | $\mathbf{2 0 1 5 - \mathbf { 2 0 1 6 }}$ | $\mathbf{2 0 1 6 - \mathbf { 2 0 1 7 }}$ |
| :--- | :---: | :---: | :---: |
| 12 Hour Shift | $\$ 80.69$ | $\$ 82.30$ | $\$ 83.95$ |
| 5 Day 2 Shift (8 hours) | $\$ 57.94$ | $\$ 59.10$ | $\$ 60.28$ |
| 5 Day 3 Shift (8 hours) | $\$ 65.78$ | $\$ 67.10$ | $\$ 68.44$ |
| 7 Day 2 Shift (8 hours) | $\$ 61.79$ | $\$ 63.03$ | $\$ 64.29$ |
| 7 Day - Day Shift (8 hours) | $\$ 42.12$ | $\$ 70.96$ | $\$ 43.82$ |
| 12 HR Day Shift x6 (RCF) | $\$ 69.16$ | $\$ 36.13$ | $\$ 71.95$ |
| A Grade Allowance | $\$ 35.42$ | $\$ 61.40$ | $\$ 36.85$ |
| Albury Allowance | $\$ 60.20$ | $\$ 47.87$ | $\$ 62.63$ |
| ERT Allowance | $\$ 46.93$ | $\$ 9.47$ | $\$ 29.83$ |
| Industry Allowance | $\$ 27.91$ | $\$ 51.31$ | $\$ 9.57$ |
| MMS System | $\$ 9.20$ | $\$ 25.65$ | $\$ 52.34$ |
| Production On Call1-1 | $\$ 50.30$ | $\$ 17.12$ | $\$ 26.16$ |
| Production On Call1-2 | $\$ 25.15$ | $\$ 12.67$ | $\$ 14.96$ |
| Production On Call1-3 | $\$ 16.78$ | $\$ 510.00$ | $\$ 13.08$ |
| Production On Call1-3.5 | $\$ 14.38$ | $\$ 21.11$ | $\$ 520.20$ |
| Production On Call1-4 | $\$ 12.57$ | $\$ 21.90$ | $\$ 21.53$ |
| Maintenance On Call | $\$ 500.00$ | $\$ 16.42$ | $\$ 22.34$ |
| Special Rates Allowance | $\$ 20.70$ | $\$ 16.75$ |  |
| Tool Allowance | $\$ 21.47$ | $\$ 16.10$ |  |
| Meal Allowance |  |  |  |

## Norske Skog <br> Albury

| Production | Level 1 | Level 2 | Level 3 | Level 4 | Level 5 | Level 6 | Level 7 | Level 8 | Level 9 | Level 10 | Level 11 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Jul 2014 to June 2015 | 85\% | 90\% | 95\% | 100\% | 105\% | 110\% | 115\% | 120\% | 125\% | 135\% | 145\% |
| Annualised Salary Weekly | \$1,524.23 | \$1,599.31 | \$1,674.41 | \$1,749.50 | \$1,824.58 | \$1,899.67 | \$1,974.75 | \$2,049.85 | \$2,124.94 | \$2,275.13 | \$2,425.31 |
| Card Rate Weekly | \$1,021.42 | \$1,080.40 | \$1,131.04 | \$1,180.88 | \$1,231.52 | \$1,282.16 | \$1,332.82 | \$1,383.46 | \$1,434.10 | \$1,535.38 | \$1,636.67 |
| Hourly Rate including Quota | \$38.11 | \$39.98 | \$41.86 | \$43.74 | \$45.61 | \$47.49 | \$49.37 | \$51.25 | \$53.12 | \$56.88 | \$60.63 |
| Hourly Rate less Quota (OTE) | \$33.20 | \$34.79 | \$36.42 | \$38.06 | \$39.69 | \$41.33 | \$42.97 | \$44.59 | \$46.23 | \$49.49 | \$52.77 |
| Card rate weekly (excess rate) | \$28.37 | \$30.01 | \$31.42 | \$32.80 | \$34.21 | \$35.62 | \$37.02 | \$38.43 | \$39.84 | \$42.65 | \$45.46 |
| Autopay | \$3,048.47 | \$3,198.63 | \$3,348.81 | \$3,499.00 | \$3,649.16 | \$3,799.35 | \$3,949.51 | \$4,099.69 | \$4,249.88 | \$4,550.25 | \$4,850.62 |
| Weekly Super @ 9.5\% OTE | \$126.16 | \$132.22 | \$138.39 | \$144.61 | \$150.83 | \$157.05 | \$163.27 | \$169.45 | \$175.67 | \$188.07 | \$200.51 |
| Annualised Salary Weekly x 52 | \$79,260.17 | \$83,164.35 | \$87,069.18 | \$90,974.01 | \$94,878.19 | \$98,783.02 | \$102,687.20 | \$106,592.02 | \$110,496.85 | \$118,306.50 | \$126,116.16 |


| Production | Level 1 | Level 2 | Level 3 | Level 4 | Level 5 | Level 6 | Level 7 | Level 8 | Level 9 | Level 10 | Level 11 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Jul 2015 to June 2016 | 85\% | 90\% | 95\% | 100\% | 105\% | 110\% | 115\% | 120\% | 125\% | 135\% | 145\% |
| Annualised Salary Weekly | \$1,554.80 | \$1,631.20 | \$1,708.00 | \$1,784.40 | \$1,861.20 | \$1,937.60 | \$2,014.40 | \$2,090.80 | \$2,167.60 | \$2,320.80 | \$2,474.00 |
| Card Rate Weekly | \$1,041.84 | \$1,101.96 | \$1,153.80 | \$1,204.56 | \$1,256.04 | \$1,307.88 | \$1,359.36 | \$1,411.20 | \$1,462.68 | \$1,566.00 | \$1,669.32 |
| Hourly Rate including Quota | \$38.87 | \$40.78 | \$42.70 | \$44.61 | \$46.53 | \$48.44 | \$50.36 | \$52.27 | \$54.19 | \$58.02 | \$61.85 |
| Hourly Rate less Quota (OTE) | \$33.86 | \$35.49 | \$37.15 | \$38.82 | \$40.49 | \$42.16 | \$43.83 | \$45.48 | \$47.15 | \$50.48 | \$53.82 |
| Card rate weekly (excess rate) | \$28.94 | \$30.61 | \$32.05 | \$33.46 | \$34.89 | \$36.33 | \$37.76 | \$39.20 | \$40.63 | \$43.50 | \$46.37 |
| Autopay | \$3,109.60 | \$3,262.40 | \$3,416.00 | \$3,568.80 | \$3,722.40 | \$3,875.20 | \$4,028.80 | \$4,181.60 | \$4,335.20 | \$4,641.60 | \$4,948.00 |
| Weekly Super @ 9.5\% OTE | \$128.67 | \$134.86 | \$141.17 | \$147.52 | \$153.86 | \$160.21 | \$166.55 | \$172.82 | \$179.17 | \$191.82 | \$204.52 |
| Annualised Salary Weekly x 52 | \$80,849.60 | \$84,822.40 | \$88,816.00 | \$92,788.80 | \$96,782.40 | \$100,755.20 | \$104,748.80 | \$108,721.60 | \$112,715.20 | \$120,681.60 | \$128,648.00 |


| Production | Level 1 | Level 2 | Level 3 | Level 4 | Level 5 | Level 6 | Level 7 | Level 8 | Level 9 | Level 10 | Level 11 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Jul 2016 to June 2017 | 85\% | 90\% | 95\% | 100\% | 105\% | 110\% | 115\% | 120\% | 125\% | 135\% | 145\% |
| Annualised Salary Weekly | \$1,586.00 | \$1,664.00 | \$1,742.00 | \$1,820.00 | \$1,898.40 | \$1,976.40 | \$2,054.80 | \$2,132.80 | \$2,210.80 | \$2,367.20 | \$2,523.60 |
| Card Rate Weekly | \$1,062.72 | \$1,123.92 | \$1,176.84 | \$1,228.68 | \$1,281.24 | \$1,334.16 | \$1,386.72 | \$1,439.28 | \$1,491.84 | \$1,597.32 | \$1,702.80 |
| Hourly Rate including Quota | \$39.65 | \$41.60 | \$43.55 | \$45.50 | \$47.46 | \$49.41 | \$51.37 | \$53.32 | \$55.27 | \$59.18 | \$63.09 |
| Hourly Rate less Quota (OTE) | \$34.54 | \$36.20 | \$37.89 | \$39.60 | \$41.30 | \$43.00 | \$44.71 | \$46.39 | \$48.09 | \$51.49 | \$54.90 |
| Card rate weekly (excess rate) | \$29.52 | \$31.22 | \$32.69 | \$34.13 | \$35.59 | \$37.06 | \$38.52 | \$39.98 | \$41.44 | \$44.37 | \$47.30 |
| Autopay | \$3,172.00 | \$3,328.00 | \$3,484.00 | \$3,640.00 | \$3,796.80 | \$3,952.80 | \$4,109.60 | \$4,265.60 | \$4,421.60 | \$4,734.40 | \$5,047.20 |
| Weekly Super @ 9.5\% OTE | \$131.25 | \$137.56 | \$143.98 | \$150.48 | \$156.94 | \$163.40 | \$169.90 | \$176.28 | \$182.74 | \$195.66 | \$208.62 |
| Annualised Salary Weekly x 52 | \$82,472.00 | \$86,528.00 | \$90,584.00 | \$94,640.00 | \$98,716.80 | \$102,772.80 | \$106,849.60 | \$110,905.60 | \$114,961.60 | \$123,094.40 | \$131,227.20 |
| OTE = Ordinary Time Earnings |  |  |  |  |  |  |  |  |  |  |  |

## Norske Skog <br> Albury

| RCF | Level 1 | Level 2 | Level 3 | Level 4 | Level 5 | Level 6 | Level 7 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Jul 2014 to June 2015 | 85\% | 90\% | 95\% | 100\% | 105\% | 110\% | 115\% |
| Annualised Salary Weekly | \$1,295.04 | \$1,359.25 | \$1,423.46 | \$1,487.69 | \$1,551.90 | \$1,616.68 | \$1,697.51 |
| Card Rate Weekly | \$1,009.65 | \$1,059.80 | \$1,109.95 | \$1,160.11 | \$1,210.26 | \$1,260.42 | \$1,323.44 |
| Hourly Rate including Quota | \$35.97 | \$37.76 | \$39.54 | \$41.32 | \$43.11 | \$44.91 | \$47.15 |
| Hourly Rate less Quota (OTE) | \$32.74 | \$34.36 | \$35.98 | \$37.60 | \$39.23 | \$40.87 | \$42.91 |
| Card rate weekly (excess rate) | \$28.05 | \$29.44 | \$30.83 | \$32.23 | \$33.62 | \$35.01 | \$36.76 |
| Autopay | \$2,590.08 | \$2,718.50 | \$2,846.93 | \$2,975.38 | \$3,103.80 | \$3,233.35 | \$3,395.02 |
| Weekly Super @ 9.5\% OTE | \$111.96 | \$117.52 | \$123.04 | \$128.61 | \$134.17 | \$139.77 | \$146.75 |
| Annualised Salary Weekly x 52 | \$67,341.97 | \$70,681.07 | \$74,020.17 | \$77,359.83 | \$80,698.93 | \$84,067.15 | \$88,270.50 |


| RCF | Level 1 | Level 2 | Level 3 | Level 4 | Level 5 | Level 6 | Level 7 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Jul 2015 to June 2016 | 85\% | 90\% | 95\% | 100\% | 105\% | 110\% | 115\% |
| Annualised Salary Weekly | \$1,320.84 | \$1,386.36 | \$1,451.88 | \$1,517.40 | \$1,582.92 | \$1,649.16 | \$1,731.60 |
| Card Rate Weekly | \$1,029.96 | \$1,081.08 | \$1,132.20 | \$1,183.32 | \$1,234.44 | \$1,285.56 | \$1,350.00 |
| Hourly Rate including Quota | \$36.69 | \$38.51 | \$40.33 | \$42.15 | \$43.97 | \$45.81 | \$48.10 |
| Hourly Rate less Quota (OTE) | \$33.39 | \$35.05 | \$36.70 | \$38.36 | \$40.02 | \$41.68 | \$43.77 |
| Card rate weekly (excess rate) | \$28.61 | \$30.03 | \$31.45 | \$32.87 | \$34.29 | \$35.71 | \$37.50 |
| Autopay | \$2,641.68 | \$2,772.72 | \$2,903.76 | \$3,034.80 | \$3,165.84 | \$3,298.32 | \$3,463.20 |
| Weekly Super @ 9.5\% OTE | \$114.19 | \$119.87 | \$125.51 | \$131.19 | \$136.85 | \$142.55 | \$149.69 |
| Annualised Salary Weekly $\times 52$ | \$68,683.68 | \$72,090.72 | \$75,497.76 | \$78,904.80 | \$82,311.84 | \$85,756.32 | \$90,043.20 |


| RCF | Level 1 | Level 2 | Level 3 | Level 4 | Level 5 | Level 6 | Level 7 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Jul 2016 to June 2017 | 85\% | 90\% | 95\% | 100\% | 105\% | 110\% | 115\% |
| Annualised Salary Weekly | \$1,347.12 | \$1,414.08 | \$1,481.04 | \$1,547.64 | \$1,614.60 | \$1,682.28 | \$1,766.16 |
| Card Rate Weekly | \$1,050.48 | \$1,102.68 | \$1,154.88 | \$1,207.08 | \$1,259.28 | \$1,311.12 | \$1,377.00 |
| Hourly Rate including Quota | \$37.42 | \$39.28 | \$41.14 | \$42.99 | \$44.85 | \$46.73 | \$49.06 |
| Hourly Rate less Quota (OTE) | \$34.06 | \$35.75 | \$37.43 | \$39.13 | \$40.82 | \$42.51 | \$44.65 |
| Card rate weekly (excess rate) | \$29.18 | \$30.63 | \$32.08 | \$33.53 | \$34.98 | \$36.42 | \$38.25 |
| Autopay | \$2,694.24 | \$2,828.16 | \$2,962.08 | \$3,095.28 | \$3,229.20 | \$3,364.56 | \$3,532.32 |
| Weekly Super @ 9.5\% OTE | \$116.49 | \$122.27 | \$128.01 | \$133.82 | \$139.60 | \$145.38 | \$152.70 |
| Annualised Salary Weekly $\times 52$ | \$70,050.24 | \$73,532.16 | \$77,014.08 | \$80,477.28 | \$83,959.20 | \$87,478.56 | \$91,840.32 |

## Norske Skog <br> Albury

| Rewinder | Level 1 | Level 2 | Level 3 | Level 4 | Level 5 |
| :--- | ---: | ---: | ---: | ---: | ---: |
| Jul 2014 to June 2015 | $85 \%$ | $90 \%$ | $95 \%$ | $100 \%$ | $105 \%$ |
| Annualised Salary Weekly | $\$ 1,115.33$ | $\$ 1,174.80$ | $\$ 1,234.27$ | $\$ 1,293.76$ | $\$ 1,353.23$ |
| Card Rate Weekly | $\$ 940.49$ | $\$ 990.64$ | $\$ 1,040.79$ | $\$ 1,090.95$ | $\$ 1,141.10$ |
| Hourly Rate including Quota | $\$ 30.98$ | $\$ 32.63$ | $\$ 34.29$ | $\$ 35.94$ | $\$ 37.59$ |
| Hourly Rate less Quota (OTE) | $\$ 26.51$ | $\$ 27.93$ | $\$ 29.34$ | $\$ 30.76$ | $\$ 32.17$ |
| Card rate weekly (excess rate) | $\$ 26.12$ | $\$ 27.52$ | $\$ 28.91$ | $\$ 30.30$ | $\$ 31.70$ |
| Autopay | $\$ 2,230.66$ | $\$ 2,349.59$ | $\$ 2,468.54$ | $\$ 2,587.51$ | $\$ 2,706.46$ |
| Weekly Super @ 9.5\% OTE | $\$ 90.67$ | $\$ 95.53$ | $\$ 100.36$ | $\$ 105.18$ | $\$ 110.01$ |
| Annualised Salary Weekly $\times 52$ | $\$ 57,997.19$ | $\$ 51,089.35$ | $\$ 64,182.06$ | $\$ 67,275.33$ | $\$ 70,368.04$ |


| Rewinder | Level 1 | Level 2 | Level 3 | Level 4 | Level 5 |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Jul 2015 to June 2016 | 85\% | 90\% | 95\% | 100\% | 105\% |
| Annualised Salary Weekly | \$1,137.60 | \$1,198.44 | \$1,258.96 | \$1,319.63 | \$1,380.30 |
| Card Rate Weekly | \$959.40 | \$1,010.52 | \$1,061.64 | \$1,112.76 | \$1,163.88 |
| Hourly Rate including Quota | \$31.60 | \$33.29 | \$34.97 | \$36.66 | \$38.34 |
| Hourly Rate less Quota (OTE) | \$27.04 | \$28.49 | \$29.93 | \$31.37 | \$32.81 |
| Card rate weekly (excess rate) | \$26.65 | \$28.07 | \$29.49 | \$30.91 | \$32.33 |
| Autopay | \$2,275.20 | \$2,396.88 | \$2,517.91 | \$2,639.26 | \$2,760.59 |
| Weekly Super @ 9.5\% OTE | \$92.48 | \$97.44 | \$102.36 | \$107.29 | \$112.21 |
| Annualised Salary Weekly $\times 52$ | \$59,155.20 | \$62,318.88 | \$65,465.70 | \$68,620.84 | \$71,775.41 |


| Rewinder | Level 1 | Level 2 | Level 3 | Level 4 | Level 5 |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Jul 2016 to June 2017 | 85\% | 90\% | 95\% | 100\% | 105\% |
| Annualised Salary Weekly | \$1,160.28 | \$1,222.56 | \$1,284.12 | \$1,346.04 | \$1,407.96 |
| Card Rate Weekly | \$978.48 | \$1,030.68 | \$1,082.88 | \$1,135.08 | \$1,187.28 |
| Hourly Rate including Quota | \$32.23 | \$33.96 | \$35.67 | \$37.39 | \$39.11 |
| Hourly Rate less Quota (OTE) | \$27.58 | \$29.06 | \$30.53 | \$32.00 | \$33.47 |
| Card rate weekly (excess rate) | \$27.18 | \$28.63 | \$30.08 | \$31.53 | \$32.98 |
| Autopay | \$2,320.56 | \$2,445.12 | \$2,568.24 | \$2,692.08 | \$2,815.92 |
| Weekly Super @ 9.5\% OTE | \$94.32 | \$99.39 | \$104.41 | \$109.44 | \$114.47 |
| Annualised Salary Weekly $\times 52$ | \$60,334.56 | \$63,573.12 | \$66,774.24 | \$69,994.08 | \$73,213.92 |

OTE = Ordinary Time Earnings

## Norske Skog <br> Albury

| Laboratory | Level 1 | Level 2 | Level 3 | Level 4 | Level 5 | Level 6 | Level 7 | Level 8 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| July 2014 to June 2015 | 85\% | 90\% | 95\% | 100\% | 105\% | 110\% | 115\% | 120\% |
| Annualised Salary Weekly | \$1,057.12 | \$1,113.50 | \$1,169.88 | \$1,226.26 | \$1,282.63 | \$1,339.02 | \$1,395.38 | \$1,451.65 |
| Card Rate Weekly | \$940.50 | \$990.65 | \$1,040.79 | \$1,090.94 | \$1,141.10 | \$1,191.25 | \$1,241.41 | \$1,291.57 |
| Hourly Rate including Quota | \$29.36 | \$30.93 | \$32.50 | \$34.06 | \$35.63 | \$37.19 | \$38.76 | \$40.32 |
| Hourly Rate less Quota (OTE) | \$26.52 | \$27.93 | \$29.34 | \$30.77 | \$32.18 | \$33.59 | \$35.01 | \$36.42 |
| Card rate weekly (excess rate) | \$26.13 | \$27.52 | \$28.91 | \$30.30 | \$31.70 | \$33.09 | \$34.48 | \$35.88 |
| Autopay | \$2,114.25 | \$2,227.00 | \$2,339.76 | \$2,452.52 | \$2,565.25 | \$2,678.03 | \$2,790.77 | \$2,903.30 |
| Weekly Super @ 9.5\% OTE | \$90.71 | \$95.53 | \$100.36 | \$105.22 | \$110.04 | \$114.87 | \$119.73 | \$124.55 |
| Annualised Salary Weekly $\times 52$ | \$54,970.43 | \$57,902.12 | \$60,833.81 | \$63,765.49 | \$66,696.54 | \$69,628.87 | \$72,559.91 | \$75,485.79 |


| Laboratory | Level 1 | Level 2 | Level 3 | Level 4 | Level 5 | Level 6 | Level 7 | Level 8 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| July 2015 to June 2016 | 85\% | 90\% | 95\% | 100\% | 105\% | 110\% | 115\% | 120\% |
| Annualised Salary Weekly | \$1,078.20 | \$1,135.80 | \$1,193.40 | \$1,250.64 | \$1,308.24 | \$1,365.84 | \$1,423.44 | \$1,480.68 |
| Card Rate Weekly | \$959.40 | \$1,010.52 | \$1,061.64 | \$1,112.76 | \$1,163.88 | \$1,215.00 | \$1,266.12 | \$1,317.24 |
| Hourly Rate including Quota | \$29.95 | \$31.55 | \$33.15 | \$34.74 | \$36.34 | \$37.94 | \$39.54 | \$41.13 |
| Hourly Rate less Quota (OTE) | \$27.05 | \$28.49 | \$29.93 | \$31.38 | \$32.82 | \$34.26 | \$35.71 | \$37.15 |
| Card rate weekly (excess rate) | \$26.65 | \$28.07 | \$29.49 | \$30.91 | \$32.33 | \$33.75 | \$35.17 | \$36.59 |
| Autopay | \$2,156.40 | \$2,271.60 | \$2,386.80 | \$2,501.28 | \$2,616.48 | \$2,731.68 | \$2,846.88 | \$2,961.36 |
| Weekly Super @ 9.5\% OTE | \$92.51 | \$97.44 | \$102.36 | \$107.32 | \$112.24 | \$117.17 | \$122.13 | \$127.05 |
| Annualised Salary Weekly $\times 52$ | \$56,066.40 | \$59,061.60 | \$62,056.80 | \$65,033.28 | \$68,028.48 | \$71,023.68 | \$74,018.88 | \$76,995.36 |


| Laboratory | Level 1 | Level 2 | Level 3 | Level 4 | Level 5 | Level 6 | Level 7 | Level 8 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| July 2016 to June 2017 | 85\% | 90\% | 95\% | 100\% | 105\% | 110\% | 115\% | 120\% |
| Annualised Salary Weekly | \$1,099.80 | \$1,158.48 | \$1,217.16 | \$1,275.48 | \$1,334.52 | \$1,393.20 | \$1,451.88 | \$1,510.20 |
| Card Rate Weekly | \$978.48 | \$1,030.68 | \$1,082.88 | \$1,135.08 | \$1,187.28 | \$1,239.48 | \$1,291.32 | \$1,343.52 |
| Hourly Rate including Quota | \$30.55 | \$32.18 | \$33.81 | \$35.43 | \$37.07 | \$38.70 | \$40.33 | \$41.95 |
| Hourly Rate less Quota (OTE) | \$27.59 | \$29.06 | \$30.53 | \$32.01 | \$33.48 | \$34.95 | \$36.42 | \$37.89 |
| Card rate weekly (excess rate) | \$27.18 | \$28.63 | \$30.08 | \$31.53 | \$32.98 | \$34.43 | \$35.87 | \$37.32 |
| Autopay | \$2,199.60 | \$2,316.96 | \$2,434.32 | \$2,550.96 | \$2,669.04 | \$2,786.40 | \$2,903.76 | \$3,020.40 |
| Weekly Super @ 9.5\% OTE | \$94.36 | \$99.39 | \$104.41 | \$109.47 | \$114.50 | \$119.53 | \$124.56 | \$129.58 |
| Annualised Salary Weekly $\times 52$ | \$57,189.60 | \$60,240.96 | \$63,292.32 | \$66,324.96 | \$69,395.04 | \$72,446.40 | \$75,497.76 | \$78,530.40 |

OTE = Ordinary Time Earnings

## Norske Skog <br> Albury

| Supply | Level 1 | Level 2 | Level 3 | Level 4 | Level 5 | Level 6 | Level 7 |
| :--- | ---: | ---: | ---: | ---: | ---: | ---: | ---: |
| July 2014 to June 2015 | $85 \%$ | $90 \%$ | $95 \%$ | $100 \%$ | $105 \%$ | $110 \%$ | $115 \%$ |
| Annualised Salary Weekly | $\$ 1,065.52$ | $\$ 1,122.21$ | $\$ 1,178.90$ | $\$ 1,235.59$ | $\$ 1,292.27$ | $\$ 1,349.05$ | $\$ 1,405.86$ |
| Card Rate Weekly | $\$ 940.50$ | $\$ 990.65$ | $\$ 1,040.79$ | $\$ 1,090.94$ | $\$ 1,141.10$ | $\$ 1,191.25$ | $\$ 1,241.41$ |
| Hourly Rate including Quota | $\$ 29.60$ | $\$ 31.17$ | $\$ 32.75$ | $\$ 34.32$ | $\$ 35.90$ | $\$ 37.47$ | $\$ 39.05$ |
| Hourly Rate less Quota (OTE) | $\$ 26.53$ | $\$ 27.94$ | $\$ 29.36$ | $\$ 30.77$ | $\$ 32.18$ | $\$ 33.59$ | $\$ 35.00$ |
| Card rate weekly (excess rate) | $\$ 26.13$ | $\$ 27.52$ | $\$ 28.91$ | $\$ 30.30$ | $\$ 31.70$ | $\$ 33.09$ | $\$ 34.48$ |
| Autopay | $\$ 2,131.04$ | $\$ 2,244.41$ | $\$ 2,357.79$ | $\$ 2,471.17$ | $\$ 2,584.55$ | $\$ 2,698.10$ | $\$ 2,811.73$ |
| Weekly Super @ 9.5\% OTE | $\$ 90.75$ | $\$ 95.57$ | $\$ 100.40$ | $\$ 105.22$ | $\$ 110.04$ | $\$ 114.87$ | $\$ 119.69$ |
| Annualised Salary Weekly $\times 52$ | $\$ 55,406.96$ | $\$ 58,354.79$ | $\$ 61,302.62$ | $\$ 64,250.45$ | $\$ 67,198.28$ | $\$ 70,150.63$ | $\$ 73,104.92$ |


| Supply | Level 1 | Level 2 | Level 3 | Level 4 | Level 5 | Level 6 |
| :--- | ---: | ---: | ---: | ---: | ---: | ---: |
| July 2015 to June 2016 | $85 \%$ | $90 \%$ | $95 \%$ | $100 \%$ | $105 \%$ | $110 \%$ |
| Level 7 |  |  |  |  |  |  |
| Annualised Salary Weekly | $\$ 1,086.84$ | $\$ 1,144.80$ | $\$ 1,202.40$ | $\$ 1,260.36$ | $\$ 1,317.96$ | $\$ 1,375.92$ |
| Card Rate Weekly | $\$ 115 \%$ |  |  |  |  |  |
| Hourly Rate including Quota | $\$ 959.40$ | $\$ 1,010.52$ | $\$ 1,061.64$ | $\$ 1,112.76$ | $\$ 1,163.88$ | $\$ 1,215.00$ |
| Hourly Rate less Quota (OTE) | $\$ 30.19$ | $\$ 31.80$ | $\$ 33.40$ | $\$ 35.01$ | $\$ 36.61$ | $\$ 38.22$ |
| Card rate weekly (excess rate) | $\$ 27.06$ | $\$ 28.50$ | $\$ 29.94$ | $\$ 31.38$ | $\$ 32.82$ | $\$ 34.26$ |
| Autopay | $\$ 26.65$ | $\$ 28.07$ | $\$ 29.49$ | $\$ 30.91$ | $\$ 32.33$ | $\$ 33.75$ |
| Weekly Super @ 9.5\% OTE | $\$ 2,173.68$ | $\$ 2,289.60$ | $\$ 2,404.80$ | $\$ 2,520.72$ | $\$ 2,635.92$ | $\$ 2,751.84$ |
| Annualised Salary Weekly $\times 52$ | $\$ 92.55$ | $\$ 97.47$ | $\$ 102.39$ | $\$ 107.32$ | $\$ 112.24$ | $\$ 117.17$ |


| Supply | Level 1 | Level 2 | Level 3 | Level 4 | Level 5 | Level 6 | Level 7 |
| :--- | ---: | ---: | ---: | ---: | ---: | ---: | ---: |
| July 2016 to June 2017 | $85 \%$ | $90 \%$ | $95 \%$ | $100 \%$ | $105 \%$ | $110 \%$ | $115 \%$ |
| Annualised Salary Weekly | $\$ 1,108.58$ | $\$ 1,167.84$ | $\$ 1,226.52$ | $\$ 1,285.56$ | $\$ 1,344.24$ | $\$ 1,403.28$ | $\$ 1,462.68$ |
| Card Rate Weekly | $\$ 978.48$ | $\$ 1,030.68$ | $\$ 1,082.88$ | $\$ 1,135.08$ | $\$ 1,187.28$ | $\$ 1,239.48$ | $\$ 1,291.32$ |
| Hourly Rate including Quota | $\$ 30.79$ | $\$ 32.44$ | $\$ 34.07$ | $\$ 35.71$ | $\$ 37.34$ | $\$ 38.98$ | $\$ 40.63$ |
| Hourly Rate less Quota (OTE) | $\$ 27.60$ | $\$ 29.07$ | $\$ 30.54$ | $\$ 32.01$ | $\$ 33.48$ | $\$ 34.95$ | $\$ 36.41$ |
| Card rate weekly (excess rate) | $\$ 27.18$ | $\$ 28.63$ | $\$ 30.08$ | $\$ 31.53$ | $\$ 32.98$ | $\$ 34.43$ | $\$ 35.87$ |
| Autopay | $\$ 2,217.15$ | $\$ 2,335.68$ | $\$ 2,453.04$ | $\$ 2,571.12$ | $\$ 2,688.48$ | $\$ 2,806.56$ | $\$ 2,925.36$ |
| Weekly Super @ 9.5\% OTE | $\$ 94.39$ | $\$ 99.42$ | $\$ 104.45$ | $\$ 109.47$ | $\$ 114.50$ | $\$ 119.53$ | $\$ 124.52$ |
| Annualised Salary Weekly $\times 52$ | $\$ 57,645.99$ | $\$ 60,727.68$ | $\$ 63,779.04$ | $\$ 66,849.12$ | $\$ 69,900.48$ | $\$ 72,970.56$ | $\$ 76,059.36$ |

OTE = Ordinary Time Earnings

## Norske Skog <br> Albury

| Maintenance (Mech) Day | Level 4 | Level 5 | Level 6 | Level 7 | Level 8 | Level 9 | Level 10 | Level 11 | Level 12 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| July 2014 to June 2015 | 100\% | 105\% | 110\% | 115\% | 120\% | 125\% | 135\% | 145\% | 150\% |
| Annualised Salary Weekly | \$1,379.41 | \$1,439.89 | \$1,500.35 | \$1,560.81 | \$1,621.27 | \$1,681.74 | \$1,802.66 | \$1,923.59 | \$2,019.77 |
| Card Rate Weekly | \$1,142.61 | \$1,192.77 | \$1,242.92 | \$1,293.07 | \$1,343.23 | \$1,393.38 | \$1,493.70 | \$1,594.00 | \$1,673.70 |
| Hourly Rate including Quota | \$38.32 | \$40.00 | \$41.68 | \$43.36 | \$45.04 | \$46.71 | \$50.07 | \$53.43 | \$56.10 |
| Hourly Rate less Quota (OTE) | \$32.55 | \$33.99 | \$35.41 | \$36.83 | \$38.26 | \$39.68 | \$42.54 | \$45.39 | \$47.66 |
| Card rate weekly (excess rate) | \$31.74 | \$33.13 | \$34.53 | \$35.92 | \$37.31 | \$38.71 | \$41.49 | \$44.28 | \$46.49 |
| Autopay | \$2,758.83 | \$2,879.78 | \$3,000.70 | \$3,121.62 | \$3,242.55 | \$3,363.47 | \$3,605.32 | \$3,847.17 | \$4,039.54 |
| Weekly Super @ 9.5\% OTE | \$111.33 | \$116.23 | \$121.09 | \$125.95 | \$130.85 | \$135.71 | \$145.47 | \$155.23 | \$163.00 |
| Annualised Salary Weekly $\times 52$ | \$71,729.47 | \$74,874.15 | \$78,018.19 | \$81,162.24 | \$84,306.28 | \$87,450.32 | \$93,738.40 | \$100,026.49 | \$105,028.07 |


| Maintenance (Mech) Day | Level 4 | Level 5 | Level 6 | Level 7 | Level 8 | Level 9 | Level 10 | Level 11 | Level 12 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| July 2015 to June 2016 | 100\% | 105\% | 110\% | 115\% | 120\% | 125\% | 135\% | 145\% | 150\% |
| Annualised Salary Weekly | \$1,406.88 | \$1,468.80 | \$1,530.36 | \$1,591.92 | \$1,653.84 | \$1,715.40 | \$1,838.88 | \$1,962.00 | \$2,060.28 |
| Card Rate Weekly | \$1,165.32 | \$1,216.80 | \$1,267.92 | \$1,319.04 | \$1,370.16 | \$1,421.28 | \$1,523.52 | \$1,625.76 | \$1,707.12 |
| Hourly Rate including Quota | \$39.08 | \$40.80 | \$42.51 | \$44.22 | \$45.94 | \$47.65 | \$51.08 | \$54.50 | \$57.23 |
| Hourly Rate less Quota (OTE) | \$33.20 | \$34.67 | \$36.12 | \$37.57 | \$39.03 | \$40.48 | \$43.39 | \$46.30 | \$48.62 |
| Card rate weekly (excess rate) | \$32.37 | \$33.80 | \$35.22 | \$36.64 | \$38.06 | \$39.48 | \$42.32 | \$45.16 | \$47.42 |
| Autopay | \$2,813.76 | \$2,937.60 | \$3,060.72 | \$3,183.84 | \$3,307.68 | \$3,430.80 | \$3,677.76 | \$3,924.00 | \$4,120.56 |
| Weekly Super @ 9.5\% OTE | \$113.54 | \$118.57 | \$123.53 | \$128.49 | \$133.48 | \$138.44 | \$148.39 | \$158.35 | \$166.28 |
| Annualised Salary Weekly $\times 52$ | \$73,157.76 | \$76,377.60 | \$79,578.72 | \$82,779.84 | \$85,999.68 | \$89,200.80 | \$95,621.76 | \$102,024.00 | \$107,134.56 |


| Maintenance (Mech) Day | Level 4 | Level 5 | Level 6 | Level 7 | Level 8 | Level 9 | Level 10 | Level 11 | Level 12 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| July 2016 to June 2017 | 100\% | 105\% | 110\% | 115\% | 120\% | 125\% | 135\% | 145\% | 150\% |
| Annualised Salary Weekly | \$1,435.02 | \$1,498.18 | \$1,560.97 | \$1,623.76 | \$1,686.92 | \$1,749.71 | \$1,875.66 | \$2,001.24 | \$2,101.49 |
| Card Rate Weekly | \$1,188.63 | \$1,241.14 | \$1,293.28 | \$1,345.42 | \$1,397.56 | \$1,449.71 | \$1,553.99 | \$1,658.28 | \$1,741.26 |
| Hourly Rate including Quota | \$39.86 | \$41.62 | \$43.36 | \$45.10 | \$46.86 | \$48.60 | \$52.10 | \$55.59 | \$58.37 |
| Hourly Rate less Quota (OTE) | \$33.86 | \$35.36 | \$36.84 | \$38.32 | \$39.81 | \$41.29 | \$44.26 | \$47.23 | \$49.59 |
| Card rate weekly (excess rate) | \$33.02 | \$34.48 | \$35.92 | \$37.37 | \$38.82 | \$40.27 | \$43.17 | \$46.06 | \$48.37 |
| Autopay | \$2,870.04 | \$2,996.35 | \$3,121.93 | \$3,247.52 | \$3,373.83 | \$3,499.42 | \$3,751.32 | \$4,002.48 | \$4,202.97 |
| Weekly Super @ 9.5\% OTE | \$115.80 | \$120.93 | \$125.99 | \$131.05 | \$136.15 | \$141.21 | \$151.37 | \$161.53 | \$169.60 |
| Annualised Salary Weekly $\times 52$ | \$74,620.92 | \$77,905.15 | \$81,170.29 | \$84,435.44 | \$87,719.67 | \$90,984.82 | \$97,534.20 | \$104,064.48 | \$109,277.25 |

## Norske Skog <br> Albury

| Maintenance (Mech) Shift | Level 4 | Level 5 | Level 6 | Level 7 | Level 8 | Level 9 | Level 10 | Level 11 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| July 2014 to June 2015 | 100\% | 105\% | 110\% | 115\% | 120\% | 125\% | 135\% | 145\% |
| Annualised Salary Weekly | \$1,825.81 | \$1,900.73 | \$1,975.65 | \$2,050.57 | \$2,125.50 | \$2,200.42 | \$2,350.28 | \$2,467.79 |
| Card Rate Weekly | \$1,223.21 | \$1,273.37 | \$1,323.53 | \$1,373.68 | \$1,423.84 | \$1,474.00 | \$1,574.31 | \$1,653.03 |
| Hourly Rate including Quota | \$45.65 | \$47.52 | \$49.39 | \$51.26 | \$53.14 | \$55.01 | \$58.76 | \$61.69 |
| Hourly Rate less Quota (OTE) | \$39.77 | \$41.39 | \$43.03 | \$44.66 | \$46.29 | \$47.92 | \$51.19 | \$53.75 |
| Card rate weekly (excess rate) | \$33.98 | \$35.37 | \$36.76 | \$38.16 | \$39.55 | \$40.94 | \$43.73 | \$45.92 |
| Autopay | \$3,651.62 | \$3,801.46 | \$3,951.30 | \$4,101.15 | \$4,250.99 | \$4,400.84 | \$4,700.55 | \$4,935.58 |
| Weekly Super @ 9.5\% OTE | \$151.12 | \$157.30 | \$163.52 | \$169.70 | \$175.92 | \$182.10 | \$194.54 | \$204.24 |
| Annualised Salary Weekly $\times 52$ | \$94,942.01 | \$98,837.95 | \$102,733.90 | \$106,629.84 | \$110,525.78 | \$114,421.72 | \$122,214.41 | \$128,325.13 |


| Maintenance (Mech) Shift | Level 4 | Level 5 | Level 6 | Level 7 | Level 8 | Level 9 | Level 10 | Level 11 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| July 2015 to June 2016 | 100\% | 105\% | 110\% | 115\% | 120\% | 125\% | 135\% | 145\% |
| Annualised Salary Weekly | \$1,862.40 | \$1,938.80 | \$2,015.20 | \$2,091.60 | \$2,168.00 | \$2,244.40 | \$2,397.20 | \$2,517.20 |
| Card Rate Weekly | \$1,247.76 | \$1,298.88 | \$1,350.00 | \$1,401.12 | \$1,452.24 | \$1,503.36 | \$1,605.96 | \$1,686.24 |
| Hourly Rate including Quota | \$46.56 | \$48.47 | \$50.38 | \$52.29 | \$54.20 | \$56.11 | \$59.93 | \$62.93 |
| Hourly Rate less Quota (OTE) | \$40.56 | \$42.22 | \$43.89 | \$45.55 | \$47.22 | \$48.88 | \$52.22 | \$54.82 |
| Card rate weekly (excess rate) | \$34.66 | \$36.08 | \$37.50 | \$38.92 | \$40.34 | \$41.76 | \$44.61 | \$46.84 |
| Autopay | \$3,724.80 | \$3,877.60 | \$4,030.40 | \$4,183.20 | \$4,336.00 | \$4,488.80 | \$4,794.40 | \$5,034.40 |
| Weekly Super @ 9.5\% OTE | \$154.13 | \$160.44 | \$166.78 | \$173.09 | \$179.44 | \$185.74 | \$198.44 | \$208.32 |
| Annualised Salary Weekly x 52 | \$96,844.80 | \$100,817.60 | \$104,790.40 | \$108,763.20 | \$112,736.00 | \$116,708.80 | \$124,654.40 | \$130,894.40 |


| Maintenance (Mech) Shift | Level 4 | Level 5 | Level 6 | Level 7 | Level 8 | Level 9 | Level 10 | Level 11 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| July 2016 to June 2017 | 100\% | 105\% | 110\% | 115\% | 120\% | 125\% | 135\% | 145\% |
| Annualised Salary Weekly | \$1,899.60 | \$1,977.60 | \$2,055.60 | \$2,133.60 | \$2,211.20 | \$2,289.20 | \$2,445.20 | \$2,567.60 |
| Card Rate Weekly | \$1,272.60 | \$1,324.80 | \$1,377.00 | \$1,429.20 | \$1,481.40 | \$1,533.60 | \$1,638.00 | \$1,720.08 |
| Hourly Rate including Quota | \$47.49 | \$49.44 | \$51.39 | \$53.34 | \$55.28 | \$57.23 | \$61.13 | \$64.19 |
| Hourly Rate less Quota (OTE) | \$41.37 | \$43.06 | \$44.77 | \$46.46 | \$48.16 | \$49.86 | \$53.26 | \$55.92 |
| Card rate weekly (excess rate) | \$35.35 | \$36.80 | \$38.25 | \$39.70 | \$41.15 | \$42.60 | \$45.50 | \$47.78 |
| Autopay | \$3,799.20 | \$3,955.20 | \$4,111.20 | \$4,267.20 | \$4,422.40 | \$4,578.40 | \$4,890.40 | \$5,135.20 |
| Weekly Super @ 9.5\% OTE | \$157.21 | \$163.63 | \$170.13 | \$176.55 | \$183.01 | \$189.47 | \$202.39 | \$212.50 |
| Annualised Salary Weekly x 52 | \$98,779.20 | \$102,835.20 | \$106,891.20 | \$110,947.20 | \$114,982.40 | \$119,038.40 | \$127,150.40 | \$133,515.20 |

OTE = Ordinary Time Earnings

## Norske Skog <br> Albury

| Maintenance (Elec) Day | Level 4 | Level 5 | Level 6 | Level 7 | Level 8 | Level 9 | Level 10 | Level 11 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| July 2014 to June 2015 | 100\% | 105\% | 110\% | 115\% | 120\% | 125\% | 135\% | 145\% |
| Annualised Salary Weekly | \$1,408.84 | \$1,482.80 | \$1,543.51 | \$1,604.20 | \$1,664.91 | \$1,725.61 | \$1,847.01 | \$1,968.41 |
| Card Rate Weekly | \$1,150.64 | \$1,228.26 | \$1,278.49 | \$1,328.72 | \$1,378.96 | \$1,429.19 | \$1,529.66 | \$1,630.13 |
| Hourly Rate including Quota | \$39.13 | \$41.19 | \$42.88 | \$44.56 | \$46.25 | \$47.93 | \$51.31 | \$54.68 |
| Hourly Rate less Quota (OTE) | \$33.33 | \$35.00 | \$36.43 | \$37.86 | \$39.29 | \$40.73 | \$43.59 | \$46.46 |
| Card rate weekly (excess rate) | \$31.96 | \$34.12 | \$35.51 | \$36.91 | \$38.30 | \$39.70 | \$42.49 | \$45.28 |
| Autopay | \$2,817.69 | \$2,965.60 | \$3,087.02 | \$3,208.40 | \$3,329.81 | \$3,451.23 | \$3,694.02 | \$3,936.82 |
| Weekly Super @ 9.5\% OTE | \$113.99 | \$119.69 | \$124.59 | \$129.49 | \$134.39 | \$139.29 | \$149.08 | \$158.88 |
| Annualised Salary Weekly $\times 52$ | \$73,259.85 | \$77,105.66 | \$80,262.41 | \$83,418.36 | \$86,575.10 | \$89,731.85 | \$96,044.55 | \$102,357.25 |


| Maintenance (Elec) Day | Level 4 | Level 5 | Level 6 | Level 7 | Level 8 | Level 9 | Level 10 | Level 11 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| July 2015 to June 2016 | 100\% | 105\% | 110\% | 115\% | 120\% | 125\% | 135\% | 145\% |
| Annualised Salary Weekly | \$1,437.12 | \$1,512.36 | \$1,574.28 | \$1,636.20 | \$1,698.12 | \$1,760.04 | \$1,883.88 | \$2,007.72 |
| Card Rate Weekly | \$1,173.60 | \$1,252.80 | \$1,303.92 | \$1,355.40 | \$1,406.52 | \$1,457.64 | \$1,560.24 | \$1,662.84 |
| Hourly Rate including Quota | \$39.92 | \$42.01 | \$43.73 | \$45.45 | \$47.17 | \$48.89 | \$52.33 | \$55.77 |
| Hourly Rate less Quota (OTE) | \$34.00 | \$35.70 | \$37.16 | \$38.62 | \$40.08 | \$41.54 | \$44.46 | \$47.39 |
| Card rate weekly (excess rate) | \$32.60 | \$34.80 | \$36.22 | \$37.65 | \$39.07 | \$40.49 | \$43.34 | \$46.19 |
| Autopay | \$2,874.24 | \$3,024.72 | \$3,148.56 | \$3,272.40 | \$3,396.24 | \$3,520.08 | \$3,767.76 | \$4,015.44 |
| Weekly Super @ 9.5\% OTE | \$116.28 | \$122.09 | \$127.09 | \$132.08 | \$137.07 | \$142.07 | \$152.05 | \$162.07 |
| Annualised Salary Weekly $\times 52$ | \$74,730.24 | \$78,642.72 | \$81,862.56 | \$85,082.40 | \$88,302.24 | \$91,522.08 | \$97,961.76 | \$104,401.44 |


| Maintenance (Elec) Day | Level 4 | Level 5 | Level 6 | Level 7 | Level 8 | Level 9 | Level 10 | Level 11 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| July 2016 to June 2017 | 100\% | 105\% | 110\% | 115\% | 120\% | 125\% | 135\% | 145\% |
| Annualised Salary Weekly | \$1,465.92 | \$1,542.60 | \$1,605.60 | \$1,668.96 | \$1,731.96 | \$1,795.32 | \$1,921.68 | \$2,048.04 |
| Card Rate Weekly | \$1,197.00 | \$1,278.00 | \$1,329.84 | \$1,382.40 | \$1,434.60 | \$1,486.80 | \$1,591.56 | \$1,695.96 |
| Hourly Rate including Quota | \$40.72 | \$42.85 | \$44.60 | \$46.36 | \$48.11 | \$49.87 | \$53.38 | \$56.89 |
| Hourly Rate less Quota (OTE) | \$34.68 | \$36.41 | \$37.90 | \$39.39 | \$40.88 | \$42.37 | \$45.35 | \$48.34 |
| Card rate weekly (excess rate) | \$33.25 | \$35.50 | \$36.94 | \$38.40 | \$39.85 | \$41.30 | \$44.21 | \$47.11 |
| Autopay | \$2,931.84 | \$3,085.20 | \$3,211.20 | \$3,337.92 | \$3,463.92 | \$3,590.64 | \$3,843.36 | \$4,096.08 |
| Weekly Super @ 9.5\% OTE | \$118.61 | \$124.52 | \$129.62 | \$134.71 | \$139.81 | \$144.91 | \$155.10 | \$165.32 |
| Annualised Salary Weekly $\times 52$ | \$76,227.84 | \$80,215.20 | \$83,491.20 | \$86,785.92 | \$90,061.92 | \$93,356.64 | \$99,927.36 | \$106,498.08 |

OTE = Ordinary Time Earnings

## Norske Skog <br> Albury

| Maintenance (Elec) Shift | Level 4 | Level 5 | Level 6 | Level 7 | Level 8 | Level 9 | Level 10 | Level 11 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| July 2014 to June 2015 | 100\% | 105\% | 110\% | 115\% | 120\% | 125\% | 135\% | 145\% |
| Annualised Salary Weekly | \$1,707.69 | \$1,820.33 | \$1,932.96 | \$2,045.60 | \$2,170.75 | \$2,245.84 | \$2,396.03 | \$2,546.21 |
| Card Rate Weekly | \$1,145.36 | \$1,220.58 | \$1,295.81 | \$1,371.04 | \$1,454.63 | \$1,504.77 | \$1,605.09 | \$1,705.40 |
| Hourly Rate including Quota | \$42.69 | \$45.51 | \$48.32 | \$51.14 | \$54.27 | \$56.15 | \$59.90 | \$63.66 |
| Hourly Rate less Quota (OTE) | \$37.18 | \$39.64 | \$42.09 | \$44.55 | \$47.27 | \$48.91 | \$52.18 | \$55.46 |
| Card rate weekly (excess rate) | \$31.82 | \$33.91 | \$35.99 | \$38.08 | \$40.41 | \$41.80 | \$44.59 | \$47.37 |
| Autopay | \$3,415.38 | \$3,640.66 | \$3,865.93 | \$4,091.20 | \$4,341.51 | \$4,491.69 | \$4,792.05 | \$5,092.42 |
| Weekly Super @ 9.5\% OTE | \$141.30 | \$150.63 | \$159.96 | \$169.29 | \$179.64 | \$185.86 | \$198.30 | \$210.74 |
| Annualised Salary Weekly $\times 52$ | \$88,799.96 | \$94,657.07 | \$100,514.17 | \$106,371.28 | \$112,879.18 | \$116,783.92 | \$124,593.40 | \$132,402.87 |


| Maintenance (Elec) Shift | Level 4 | Level 5 | Level 6 | Level 7 | Level 8 | Level 9 | Level 10 | Level 11 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| July 2015 to June 2016 | 100\% | 105\% | 110\% | 115\% | 120\% | 125\% | 135\% | 145\% |
| Annualised Salary Weekly | \$1,742.00 | \$1,856.80 | \$1,971.60 | \$2,086.40 | \$2,214.00 | \$2,290.80 | \$2,444.00 | \$2,597.20 |
| Card Rate Weekly | \$1,168.20 | \$1,244.88 | \$1,321.56 | \$1,398.60 | \$1,483.56 | \$1,535.04 | \$1,637.28 | \$1,739.52 |
| Hourly Rate including Quota | \$43.55 | \$46.42 | \$49.29 | \$52.16 | \$55.35 | \$57.27 | \$61.10 | \$64.93 |
| Hourly Rate less Quota (OTE) | \$37.93 | \$40.43 | \$42.94 | \$45.44 | \$48.22 | \$49.89 | \$53.23 | \$56.57 |
| Card rate weekly (excess rate) | \$32.45 | \$34.58 | \$36.71 | \$38.85 | \$41.21 | \$42.64 | \$45.48 | \$48.32 |
| Autopay | \$3,484.00 | \$3,713.60 | \$3,943.20 | \$4,172.80 | \$4,428.00 | \$4,581.60 | \$4,888.00 | \$5,194.40 |
| Weekly Super @ 9.5\% OTE | \$144.13 | \$153.63 | \$163.17 | \$172.67 | \$183.24 | \$189.58 | \$202.27 | \$214.97 |
| Annualised Salary Weekly $\times 52$ | \$90,584.00 | \$96,553.60 | \$102,523.20 | \$108,492.80 | \$115,128.00 | \$119,121.60 | \$127,088.00 | \$135,054.40 |


| Maintenance (Elec) Shift | Level 4 | Level 5 | Level 6 | Level 7 | Level 8 | Level 9 | Level 10 | Level 11 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| July 2016 to June 2017 | 100\% | 105\% | 110\% | 115\% | 120\% | 125\% | 135\% | 145\% |
| Annualised Salary Weekly | \$1,776.80 | \$1,894.00 | \$2,011.20 | \$2,128.00 | \$2,258.40 | \$2,336.80 | \$2,492.80 | \$2,649.20 |
| Card Rate Weekly | \$1,191.60 | \$1,269.72 | \$1,347.84 | \$1,426.68 | \$1,513.08 | \$1,565.64 | \$1,670.04 | \$1,774.44 |
| Hourly Rate including Quota | \$44.42 | \$47.35 | \$50.28 | \$53.20 | \$56.46 | \$58.42 | \$62.32 | \$66.23 |
| Hourly Rate less Quota (OTE) | \$38.69 | \$41.24 | \$43.80 | \$46.35 | \$49.18 | \$50.89 | \$54.29 | \$57.70 |
| Card rate weekly (excess rate) | \$33.10 | \$35.27 | \$37.44 | \$39.63 | \$42.03 | \$43.49 | \$46.39 | \$49.29 |
| Autopay | \$3,553.60 | \$3,788.00 | \$4,022.40 | \$4,256.00 | \$4,516.80 | \$4,673.60 | \$4,985.60 | \$5,298.40 |
| Weekly Super @ 9.5\% OTE | \$147.02 | \$156.71 | \$166.44 | \$176.13 | \$186.88 | \$193.38 | \$206.30 | \$219.26 |
| Annualised Salary Weekly $\times 52$ | \$92,393.60 | \$98,488.00 | \$104,582.40 | \$110,656.00 | \$117,436.80 | \$121,513.60 | \$129,625.60 | \$137,758.40 |

OTE = Ordinary Time Earnings

## Norske Skog <br> Albury

| OLD Apprentice | Level 1 | Level 2 | Level 3 | Level 4 |
| :--- | ---: | ---: | ---: | ---: |
| July 2014 to June 2015 |  |  |  |  |
| Annualised Salary Weekly | $\$ 592.19$ | $\$ 734.35$ | $\$ 947.55$ | $\$ 1,089.61$ |
| Card Rate Weekly | $\$ 534.16$ | $\$ 662.37$ | $\$ 854.66$ | $\$ 982.88$ |
| Hourly Rate | $\$ 16.45$ | $\$ 20.40$ | $\$ 26.32$ | $\$ 30.27$ |
| Double/Other Hourly Rate | $\$ 14.84$ | $\$ 18.40$ | $\$ 23.74$ | $\$ 27.30$ |
| Autopay | $\$ 1,184.37$ | $\$ 1,468.70$ | $\$ 1,895.09$ | $\$ 2,179.22$ |
| Weekly Super @ 9.5\% OTE | $\$ 56.26$ | $\$ 69.76$ | $\$ 90.02$ | $\$ 103.51$ |
| Annualised Salary Weekly $\times 52$ | $\$ 30,793.70$ | $\$ 38,186.20$ | $\$ 49,272.37$ | $\$ 56,659.70$ |


| NEW Apprentice | Level 1 | Level 2 | Level 3 | Level 4 |
| :--- | ---: | ---: | ---: | ---: |
| July 2014 to June 2015 |  |  |  |  |
| Annualised Salary Weekly | $\$ 568.50$ | $\$ 704.98$ | $\$ 909.64$ | $\$ 1,046.03$ |
| Card Rate Weekly | $\$ 512.79$ | $\$ 635.88$ | $\$ 820.47$ | $\$ 943.56$ |
| Hourly Rate | $\$ 15.79$ | $\$ 19.58$ | $\$ 25.27$ | $\$ 29.06$ |
| Double/Other Hourly Rate | $\$ 14.24$ | $\$ 17.66$ | $\$ 22.79$ | $\$ 26.21$ |
| Autopay | $\$ 1,137.00$ | $\$ 1,409.95$ | $\$ 1,819.29$ | $\$ 2.092 .05$ |
| Weekly Super @ 9.5\% OTE | $\$ 54.01$ | $\$ 66.97$ | $\$ 86.42$ | $\$ 99.37$ |
| Annualised Salary Weekly $\times 52$ | $\$ 29,561.95$ | $\$ 36,658.75$ | $\$ 47,301.47$ | $\$ 54,393.32$ |


| OLD Apprentice | Level 1 | Level 2 | Level 3 | Level 4 |
| :--- | ---: | ---: | ---: | ---: |
| July 2015 to June 2016 |  |  |  |  |
| Annualised Salary Weekly | $\$ 604.08$ | $\$ 749.16$ | $\$ 966.60$ | $\$ 1,111.68$ |
| Card Rate Weekly | $\$ 545.04$ | $\$ 675.72$ | $\$ 871.56$ | $\$ 1,002.60$ |
| Hourly Rate | $\$ 16.78$ | $\$ 20.81$ | $\$ 26.85$ | $\$ 30.88$ |
| Double/Other Hourly Rate | $\$ 15.14$ | $\$ 18.77$ | $\$ 24.21$ | $\$ 27.85$ |
| Autopay | $\$ 1,208.16$ | $\$ 1,498.32$ | $\$ 1,933.20$ | $\$ 2,223.36$ |
| Weekly Super @ 9.5\% OTE | $\$ 57.39$ | $\$ 71.17$ | $\$ 91.83$ | $\$ 105.61$ |
| Annualised Salary Weekly $\times 52$ | $\$ 31,412.16$ | $\$ 38,956.32$ | $\$ 50,263.20$ | $\$ 57,807.36$ |

OTE $=$ Ordinary Time Earnings

## Norske Skog <br> Albury

| NEW Apprentice | Level 1 | Level 2 | Level 3 | Level 4 |
| :--- | ---: | ---: | ---: | ---: |
| July 2015 to June 2016 |  |  |  |  |
| Annualised Salary Weekly | $\$ 579.96$ | $\$ 718.92$ | $\$ 928.08$ | $\$ 1,067.04$ |
| Card Rate Weekly | $\$ 523.44$ | $\$ 648.36$ | $\$ 837.00$ | $\$ 962.28$ |
| Hourly Rate | $\$ 16.11$ | $\$ 19.97$ | $\$ 25.78$ | $\$ 29.64$ |
| Double/Other Hourly Rate | $\$ 14.54$ | $\$ 18.01$ | $\$ 23.25$ | $\$ 26.73$ |
| Autopay | $\$ 1,159.92$ | $\$ 1,437.84$ | $\$ 1,856.16$ | $\$ 2,134.08$ |
| Weekly Super @ 9.5\% OTE | $\$ 55.10$ | $\$ 68.30$ | $\$ 88.17$ | $\$ 101.37$ |
| Annualised Salary Weekly $\times 52$ | $\$ 30,157.92$ | $\$ 37,383.84$ | $\$ 48,260.16$ | $\$ 55,486.08$ |


| OLD Apprentice | Level 1 | Level 2 | Level 3 | Level 4 |
| :--- | ---: | ---: | ---: | ---: |
| July 2016 to June 2017 |  |  |  |  |
| Annualised Salary Weekly | $\$ 616.32$ | $\$ 764.28$ | $\$ 986.04$ | $\$ 1,134.00$ |
| Card Rate Weekly | $\$ 555.84$ | $\$ 689.40$ | $\$ 888.84$ | $\$ 1,022.76$ |
| Hourly Rate | $\$ 17.12$ | $\$ 21.23$ | $\$ 27.39$ | $\$ 31.50$ |
| Double/Other Hourly Rate | $\$ 15.44$ | $\$ 19.15$ | $\$ 24.69$ | $\$ 28.41$ |
| Autopay | $\$ 1,232.64$ | $\$ 1,528.56$ | $\$ 1,972.08$ | $\$ 2,268.00$ |
| Weekly Super @ 9.5\% OTE | $\$ 58.55$ | $\$ 72.61$ | $\$ 93.67$ | $\$ 107.73$ |
| Annualised Salary Weekly $\times 52$ | $\$ 32,048.64$ | $\$ 39,742.56$ | $\$ 51,274.08$ | $\$ 58,968.00$ |


| NEW Apprentice | Level 1 | Level 2 | Level 3 | Level 4 |
| :--- | ---: | ---: | ---: | ---: |
| July 2016 to June 2017 |  |  |  |  |
| Annualised Salary Weekly | $\$ 591.48$ | $\$ 733.32$ | $\$ 946.80$ | $\$ 1,088.28$ |
| Card Rate Weekly | $\$ 533.88$ | $\$ 661.32$ | $\$ 853.92$ | $\$ 981.36$ |
| Hourly Rate | $\$ 16.43$ | $\$ 20.37$ | $\$ 26.30$ | $\$ 30.23$ |
| Double/Other Hourly Rate | $\$ 14.83$ | $\$ 18.37$ | $\$ 23.72$ | $\$ 27.26$ |
| Autopay | $\$ 1,182.96$ | $\$ 1,466.64$ | $\$ 1,893.60$ | $\$ 2,176.56$ |
| Weekly Super @ 9.5\% OTE | $\$ 56.19$ | $\$ 69.67$ | $\$ 89.95$ | $\$ 103.39$ |
| Annualised Salary Weekly $\times 52$ | $\$ 30,756.96$ | $\$ 38,132.64$ | $\$ 49,233.60$ | $\$ 56,590.56$ |

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## Appendix 2

## Supported Wage System

## Workers Eligible for a Supported Wage

This clause defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this agreement. In the context of this clause, the following definitions will apply:
a. Supported wage system means the Commonwealth Government system to promote employment for people who cannot work at full wages because of a disability, as documented in Supported Wage System: Guidelines and Assessment Process.
b. Accredited assessor means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system.
c. Disability support pension means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the Social Security Act 1991, as amended from time to time, or any successor to that scheme.
d. Assessment instrument means the form provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system.

## Eligibility Criteria

Employees covered by this clause will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.

This clause does not apply to any existing employee who has a claim against the employer which is subject to the provisions of the workers' compensation legislation or any provision of this agreement relating to the rehabilitation of employees who are injured in the course of their employment.

This clause does also not apply to employers in respect of their facility, program, undertaking, service or the like which receives funding under the Disability Services Act 1986 and fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of or are eligible for a disability support pension, except with respect to an organisation which has received recognition under section 10 or section 12A of the said Act, or if a part only has received recognition that part.

## Supported Wage Rates

Employees to whom this clause applies shall be paid the applicable percentage of the minimum rate of pay prescribed by this agreement for the class of work which the person is performing according to the following schedule:

| Assessed Capacity | Per cent of prescribed award rate of pay |
| :---: | :---: |
| $10 \%$ | $10 \%$ |
| $20 \%$ | $20 \%$ |
| $30 \%$ | $30 \%$ |
| $40 \%$ | $40 \%$ |
| $50 \%$ | $50 \%$ |
| $60 \%$ | $60 \%$ |
| $70 \%$ | $70 \%$ |
| $80 \%$ | $80 \%$ |
| $90 \%$ | $90 \%$ |

Provided that the minimum amount payable shall be not less than $\$ 75.00$ per week.
When a person's assessed capacity is $10 \%$, they shall receive a high degree of assistance and support.

## Assessment of Capacity

For the purpose of establishing the percentage of the agreement rate to be paid to an employee under this agreement, the productive capacity of the employee will be assessed in accordance with the supported wage system and documented in an assessment instrument by either:
a. The employer and a union party to the agreement, in consultation with the employee or, if desired by any of these; or
b. The employer and an accredited assessor from a panel agreed by the parties to the agreement and the employee.

## Lodgement of Assessment Instrument

All assessment instruments under the conditions of this clause, including the appropriate percentage of the agreement rate to be paid to the employee, shall be lodged by the employer with the Registrar of Fair Work Australia.

All assessment instruments shall be agreed and signed by the parties to the assessment, provided that where a union which is party to the award is not a party to the assessment, it shall be referred by the Registrar to the union by certified mail and shall take effect unless an objection is notified to the Registrar within 10 working days.

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## Review of Assessment

The assessment of the applicable percentage should be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review shall be in accordance with the procedures for assessing capacity under the supported wage system.

## Other Terms and Conditions of Employment

Where an assessment has been made, the applicable percentage shall apply to the wage rate only. Employees covered by the provisions of this clause will be entitled to the same terms and conditions of employment as all other workers covered by this agreement paid on a pro rata basis.

## Workplace Adjustment

An employer wishing to employ a person under the provisions of this clause shall take reasonable steps to make changes at the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

## Trial Period

In order for adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this clause for a trial period not exceeding twelve weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

During the trial the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.

The minimum amount payable to the employee during the trial period shall be no less than $\$ 75.00$ per week.

Work trials should include induction or training as appropriate to the job being trialled.

Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under clause Review of Assessment.

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Collective Workplace Agreement 2014

## List of Schedules

| Schedule 1 | - | Redundancy and Relocation Agreement |
| :--- | :--- | :--- |
| Schedule 2 | - | 12-Hour Shift Agreement |
| Schedule 3 | - | Job Share Arrangements |

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Collective Workplace Agreement 2014

## Redundancy and Retrenchment Agreement

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## Purpose of Agreement

The parties recognise the possible disadvantages and consequences to an employee who is involved in loss of employment.

This Agreement is aimed at reducing those consequences as outlined below. This Agreement attempts to minimise those consequences in the manner specified herein.

## Respondents

Refer to clause 4 of this agreement - Parties covered by this agreement

## Definitions

For the purpose of this Agreement the following definitions will apply:
"Employee" means a person who is employed on a full time basis and does not include persons employed on a temporary or casual basis or for a fixed term of employment.
"Continuous or Completed Years of Service" means an unbroken period of employment up to the date of termination and will include the following; -

An apprentice's period of indenture shall be counted as "completed years of service" where at the completion of their indenture their employment has been terminated by the company and that person is re-employed by the company within five years.

A temporary employee who has been made permanent and where the temporary and permanent employment is continuous, the temporary service shall count as "completed years of service".

Service will be deemed continuous regardless of leave taken during the period of employment. The term "leave" shall cover the following:

- Annual Leave
- Leisure Leave
- Long Service Leave
- Compassionate Leave
- Personal Leave
- Workers Compensation Leave
- Maternity Leave/Parental Leave
- Special Leave
"Weeks Pay" means an employee's annualised salary rate for an ordinary week's work of 36 hours at the date of termination.

An employee who has worked in a higher classification for a period of three months immediately prior to termination will receive the salary rate for the higher classification.

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Where an employee is on a higher salary rate due to maintenance of earnings at the date of termination, the calculation of a "week's pay" shall be at the annualised salary rate.
"Voluntary Redundancy" (VR) shall apply to an employee who accepts voluntary termination as a result of the company's decision to reduce its workforce.
"Retrenchment" shall apply to those employee's who are terminated by the company as a result of the company's decision to reduce its workforce.
"Redundancy" shall mean either voluntary redundancy or retrenchment. Redundancy shall occur when the position in which the employee is employed is no longer required.

## Notice

The Company has given advice, that should circumstances arise which would make retrenchment necessary, then six months' notice would be given to the employees affected and their nominated representative, if requested to that effect.

Prior to the actual retrenchment taking place, the employees affected and their nominated representative, if requested will be given at least twelve (12) weeks' notice of any retrenchment situation occurring or payment in lieu of that notice.

During the period provided for in this clause the employees (and if they so request their representative (s)) will meet with the Company to discuss the proposed redundancy

The Company prior to effecting any forced retrenchment shall offer Voluntary Redundancy (VR) in accordance with the criteria established in the clause Voluntary Redundancy clause within the six months' notice period.

## Voluntary Redundancy

Employees accepting VR will be entitled to all payments contained within the redundancy provisions clause of this agreement.

VRs shall be offered to employees in accordance with the following criteria -

- Employees in the targeted positions
- Section
- Department

Where there is a surplus of VR applicants in any of the levels above, first preference will go to employees aged 55 years and over, followed by those with the longest (continuous) Company service.

The above criteria may be changed by agreement between the parties directly affected (and their representatives if requested).

## Retrenchment

Should it be necessary to retrench employees discussions between the employees directly affected and their representatives, if requested, on selection criteria will take place. The selection criteria will be directed to ensuring that the future operational requirements of the Mill will be met.

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## Transfer to Other Sections/Departments

Any employee who elects to consider a job transfer shall be entitled to wait until it is confirmed what job they are going to be transferring to. Once they know this, they will then have 6 weeks on the actual job, either as a whole block or split into manageable time periods, to decide whether they:
a) Wish to proceed and train in their new job (and forfeit their VR) or,
b) Take their VR

The selection of employees to be offered job transfers will be in accordance with the following criteria:

- If insufficient volunteers, then selection will be based on criteria to meet the operational needs of the area developed on each occasion redundancy/retrenchment arises.

Job transfers shall be initially offered to employees within that department.
Should an employee transfer to a classification of a lower rate, the employee shall receive maintenance of earnings payment equal to the difference between the rate of the redundant position and the classification to which the employee has transferred.

Such maintenance of earnings will be made under the following conditions:

- Payments will be made on the basis of four weeks for each year of service and pro-rate for completed calendar months up to the date of transfer.
- Payments will be made for:
a. a minimum period of twelve months from the date of transfer and
b. maximum in month's equivalent to the employee's years of service.
- Payments will be included in the normal fortnightly pay.

Where overtime or penalty rates are payable, they will be made at the appropriate classification rate. (Not at the maintenance of earnings rate)

There will not be entitlement for payment where the normal salary of the classification is higher than the salary rate of the redundant position.

Entitlement to payments may be forfeited should an employee refuse promotion to a classification with a higher salary rate excluding shift allowance than that of the redundant position. However, where promotion to a higher salary rate classification is refused, appropriate discussions will be held with the relevant employee representative, if requested with the aim of adopting a mutually agreed position.

## Redundancy Provisions

## Voluntary Redundancy

Redundancy payments will be based on continuous years of service. In addition to the other termination benefits redundant employees will receive the following scale of payment:

Three weeks pay for each completed year of service. Pro-rata payment will be for each completed calendar month of service.

## Cap on Redundancy

From 1 July 2014 all new and existing employees shall not receive redundancy payments in excess of a maximum 104 weeks on the years of service component of the redundancy payment.

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## Long Service Leave

All employees with more than five (5) years' continuous service will receive prorata Long Service Leave where it is not already a statutory entitlement.

## Sick Leave

Employees will receive payment for untaken sick leave credits up to a maximum of 1,400 hours.

## Superannuation

Superannuation will be paid in accordance with the terms of the relevant Trust Deed or Deeds and in accordance with other provisions that may be implemented over the life of the agreement.

## Statement of Entitlements

Employees will receive an itemised statement of all payments no later than fourteen (14) days prior to termination.

## Retrenchment

In addition to the payments listed in clause redundancy provisions (VR) the following shall apply:

- A further severance payment of five weeks.
- No retrenched employee shall receive less than ten weeks Salary


## Eligibility for Re-Employment

Employees who are retrenched are eligible for re-employment with the Company.
Employees who terminate under the VR provisions shall not be eligible for reemployment.

## Employment Assistance Program

The Company will work with the employees directly affected and their representatives if requested to take all practical steps to assist redundant employees to seek alternative employment and to adjust to the period which follows redundancies. In this regard, the following assistance will be provided.

By arrangement with the Company, employees with notice of impending termination will be allowed time off for employment interviews. Paid time off to a maximum of eight hours per week for day workers and 12 hours per week for shift workers of notice will be allowed. Any conflicts arising from the application of this clause shall be dealt with through the Disputes Resolution Procedure.

A certificate of service, with details of skill advantages, will be made available to a redundant employee upon request.

The Human Resources Department of the company will be made available to assist redundant employees in securing alternative employment. Employees will be advised that this service will be provided and will be available during the period of redundancy notice and for the two (2) weeks immediately following the termination.

The Company will notify Centrelink to ensure provision of further support to employees facing redundancies.

It is recognised that employees may arrange alternative employment during their period of redundancy notice. Where necessary the Company and the redundant employee shall determine a mutually convenient termination date.

The Company will co-ordinate its Employment Assistance Program with the employees concerned and their representatives if requested to ensure that every Collective Workplace Agreement 2014 - Norske Skog Albury

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practical step has been taken to assist redundant employees obtain alternative employment.

## General

Redundancy provisions set out in this Agreement will not apply to the following:

- Employees who terminate their employment for reasons other than redundancy or retrenchment.
- Persons other than employees as defined by the clause Definitions.
- A redundant employee who does not work out notice under the terms of this Agreement (unless an earlier termination date is mutually agreed upon).
- Where an employee is dismissed for serious or wilful misconduct.


## Technological Change

Should circumstances involving technological changes which may lead to redundancy, the Company will give six months to the employees directly affected and their nominated representative if requested to that effect.

## Undertaking by Employee Representatives and Employees

In the light of undertakings made by the Company in this Agreement, the Unions will accept the principle of short term labour and the working of overtime to replace employees who voluntarily terminate their employment during their period of notice.

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Collective Workplace Agreement 2014

12 Hour Shift Agreement

1. Employees who are classified as 7 day 3 shift employees will work a continuous roster involving shifts of 12 hours duration. The roster will become the permanent working arrangement from 22 July 1992.
2. The working of the roster will not result in additional costs to the employer or a reduction in the normal earnings of the employees.
3. Each rostered shift will be of 12 hours duration. Day shift will be from 0730 hours to 1930 hours; night shift from 1930 hours to 0730 hours.
4. For purposes of administration, shifts commencing at 1930 hours will be deemed as being worked on the day on which the shift is completed at 0730 hours. Therefore, a shift commencing at 1930 hours on Monday and finishing at 0730 hours on Tuesday will be a Tuesday shift.
5. Earnings will be averaged over the existing pay period of 28 days and paid each fortnight.
6. The roster will be repetitive every 56 days.
7. Overtime will be paid at the appropriate rate for work performed outside of the rostered hours, except for mutually agreed shift changes. Mutual changes will not involve an employee working in excess of 16 hours.
8. Statutory leave payments will be calculated on the basis of one fifth of the card rate.
9. Disability allowance will be one fifth of the scheduled rate for the relevant classification rounded off to the nearest dollar then adjusted by the factor of 210/141.
10. For work performed in excess of 12 hours on a statutory leave day the appropriate overtime rate will apply.
11. Annual leave, leisure leave and sick leave entitlements will be expressed in hours.
12. Annual leave entitlements for a full calendar year will be 192 hours. i.e. 16 shifts of 12 hours.
13. Accrued leisure leave entitlements will be 234 hours ie 19.5 shifts of 12 hours.
14. Annual leave and leisure leave will be taken in accordance with the leave roster.
15. Sick leave entitlements will be in accordance with the provisions contained with the Norske Skog Collective Workplace Agreement 2011. Credits will be deducted by 12 hours for an ordinary time shift, by 18 hours for a Saturday and by 24 hours for a Sunday shift.
16. Bereavement Leave will remain the unchanged with a maximum of 24 working hours.
17. For emergency absence, an agreed cover arrangement will apply. Availability will be in accordance with this agreement. This purpose of the agreement is to ensure competent operators fill all working positions. However, should a requirement exist, the operator not relieved will remain on duty for a period not exceeding 4 hours.

Norske Skog Australasia - Albury

Collective Workplace Agreement 2014

## Job Share Agreement

## Job Share Agreement

The following sets out the conditions that will apply to employees at Norske Skog Albury employed under the Job Share Agreement.

Job-sharing should be one full time job divided into two separate and distinct part time jobs. Each employee shall be responsible for their own section of any job.

Job-sharing can only be considered upon the written request of the employee. There must be no compulsory job-sharing.

Each employee must be provided with a Contact of Employment that enables each employee to break from the job sharing arrangement if they so desire.

A full-time employee who wishes to convert to job-share employment shall be permitted to do so if the employer agrees subject to the conditions set out in this agreement.

All accrued leave entitlements shall be identified and maintained until utilised by the employee.

A full-time employee who requests job-share work and is given such work may revert to full-time employment on a specified future date by agreement with the employer and recorded in writing.

Employment shall be deemed to be continuous.
No existing employee shall be transferred by the employer to a job-share agreement without the written consent of the employee

The employer shall not terminate a full-time employee with the intention of reemployment as a job-share employee.

Each job-share job must be under the part-time clause 17.4 in the agreement with full pro-rata benefits calculated as follows;

## Annual Leave

The periods of annual leave entitlements for job-share employees shall be identical to those of full-time employees and accrue in the same manner, in accordance with clause 13.1 (Annual Leave Entitlement). The wages payable in respect of period of paid annual leave shall be calculated pro-rata as per clause 17.4 (Regular Part-Time Employment).

## Public Holidays

Where the employee works on a public holiday or substituted day observed in lieu thereof, such employee will be paid in accordance with clause 21.11.1 (Public Holidays)

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## Personal Leave

Personal leave entitlements for job-share employees shall be in accordance with clause 15 (Personal Leave) provided that wages payable in respect of period of paid Personal leave shall be calculated pro-rata as per clause 17.4 (Regular Part-Time Employment).

## Compassionate Leave

Where a job-share employee would normally work in either or both of the two working days following the death of a close relative which would entitle a full-time employee to compassionate leave in accordance with clause 15.15 (Compassionate Leave), the employee should be entitled to be absent on compassionate leave on either or both of these two working days without loss of pay for the day or days concerned.

## Job-Share Definition

Job-share employment, for the purposes of this clause, will be employment for less than 36 hours per week on a regular and continuous basis.

## Engagement

A job-share employee shall be engaged as per clause 17.4 (Period of Employment Contract).

## Maximum/Minimum Hours

A job-share employee shall be employed not less than 16 hours per week and not more than 30 hours per week, and not less than four hours per day and not more than eight hours (ordinary time) per day.

## Job-Share Roster

Job-share employees shall be rostered to work regular hours on regular days in accordance with the agreement provisions for permanent employees. The roster shall be established with the agreement of the employee. Changes to the roster shall only be made following consultation and by agreement of the parties and shall require one week's notice in advance of the first changed hours or days.

## Rate of Pay

A job-share employee shall be paid the hourly rate for the appropriate classification in the agreement by the number of hours fixed for a week's work, provided that the divisor shall not be more than 36 .

The minimum payment per day shall be for four hours.

## Overtime

A job-share employee who works in excess of their rostered hours on any day or days shall be paid overtime for all such time worked. Payment will be in accordance with clause 21.14 (Overtime-Day Workers). Provided that the employee shall not be ordered by the employer to work overtime without the employee's consent.

## Shiftwork/Spread of Hours

Job-share employment should be permitted for shift workers. However, such employment should be paid pro-rata at the same rate as a full time shift worker plus any shift penalties.

Job-share employment for day workers shall be within the spread of hours as prescribed in clause 21.1 (Hours of Work).

## Training and Promotion

Job-share employees shall be entitled to equal access to all training and promotional opportunities. Job-share employees must have access to career paths and training.

Job-share employees shall not be subject to any form of discrimination in the case of redundancies.

## Other Conditions

Subject to the conditions contained within this agreement, all other provisions of the Norske Skog Collective Workplace Agreement and the Norske Skog Collective Workplace Agreement relevant to full time employees shall apply to job-share employees.

## Reserved Matters

Both parties agree that any change in work hours or mode of work shall only be introduced after consultation and agreement with the union representing the affected employees, and company representatives.

## Norske Skog <br> Albury

## 31 Signatories to the Agreement

The undersigned parties accept that this Agreement has been negotiated in good faith and agree to be bound by its terms and conditions for its duration.

This Agreement is made at Albury on this the $16^{\text {th }}$ December 2014.
Signed for and on behalf of the company by:

of 117 R. W. Henry Drive, Ettamogah NSW 2641


Signed for and on behalf of the AFMEPKIU
$\qquad$ Date

Address

## Witness

signed for on and Behalf of the CEPU

 Address



[^0]:    *Note: For further details about Production Classifications refer to Albury Career Path Structure.

