

**SAPUTO DAIRY AUSTRALIA (ALLANSFORD) &
UNITED WORKERS UNION ENTERPRISE
AGREEMENT 2023**

1. TITLE

This Agreement shall be known as the *Saputo Dairy Australia (Allansford) & United Workers Union Enterprise Agreement 2023*.

2. ARRANGEMENT

Clause	
Application and Operation	
1	Title
2	Arrangement
3	Period of Operation
4	Parties Bound
5	Coverage of Agreement
6	Relationship to National Employment Standards
7	Savings Provision
8	Individual Flexibility Arrangements
Consultation and Dispute Resolution	
9	Consultation
10	Grievance Procedure
Employer and Employee duties, Employee Relationship and Related Arrangements	
11	Stand Down
12	Employee Duties
13	Employment Categories
14	Termination of Employment
15	Redundancy
Wages and Related Matters	
16	Classification Structures
17	Training
18	Wage Rates
19	Mixed Functions
20	Payment of Wages
21	Allowances
22	Superannuation
23	Salary Sacrifice of Other Benefits
Hours of Work and Related Matters	
24	Hours of Work
25	Breaks
26	Shift Work
27	Daylight Saving
28	Overtime
Leave and Public Holidays	
29	Long Service Leave
30	Annual Leave
31	Personal/Carer's and Compassionate Leave
32	Parental Leave
33	Community Service Leave
34	Public Holidays
Other Matters	
35	WorkCover/TAC Top-Up
36	Disciplinary Procedure
Union Business	
37	Union Delegates and Union Matters
Agreement	
38	Agreement
39	No Extra Claims
40	Signatories

3. PERIOD OF OPERATION

- 3.1 This Agreement shall operate for a period of three (3) years from 1 July 2023, and take effect seven (7) days after the approval from the Fair Work Commission, with a nominal expiry date of 30 June 2026.
- 3.2 Negotiations for a new Agreement shall commence at least three (3) months prior to the nominal expiry date of this Agreement.

4. PARTIES BOUND AND COVERED

This Agreement shall bind or cover:

- 4.1 Saputo Dairy Australia Pty Ltd (**the Employer**) (**SDA**).
- 4.2 The United Workers Union (**the Union**) (**UWU**).

5. COVERAGE OF AGREEMENT

- 5.1 This Agreement shall apply to all persons who perform work in or in conjunction with the industries and callings in clause 5.2 or who are otherwise eligible to be members of the United Workers Union; and are employed by the Employer at 5331 Great Ocean Road, Allansford or at any other location where this work may be performed.
- 5.2 The industries and callings covered by this Agreement are:
- (a) The process, trade, business or occupation of manufacturing and preparing for trade or sale of butter, casein, cheese, cream, condensed milk, dried milk, sterilised milk, milk sugar or any other milk product including the treatment of bulk milk for wholesale distribution.
 - (b) The process, trade, business or occupation of preparing milk products for trade or sale by retail.

6. RELATIONSHIP TO NATIONAL EMPLOYMENT STANDARDS

- 6.1 This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

7. SAVINGS PROVISION

No employee will, as a result of the making of this Agreement, suffer any loss of wages or other benefits to which the employee is entitled prior to the date of the coming into operation of this Agreement except where specifically provided for by this Agreement.

8. INDIVIDUAL FLEXIBILITY ARRANGEMENTS

- 8.1 The Employer and employee covered by this Enterprise Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement if:
- (a) the agreement deals with one or more of the following matters:
 - i) arrangements about when work is performed;
 - ii) overtime rates;
 - iii) penalty rates;
 - iv) allowances;
 - v) leave loading; and

- (b) the arrangement meets the genuine needs of the Employer and employee in relation to one or more of the matters mentioned in 8.1(a); and
- (c) the arrangement is genuinely agreed to by the Employer and employee.

8.2 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.

8.3 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 their employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences.

8.4 The Employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

8.5 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.

9. CONSULTATION

9.1 This term applies if the Employer:

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

9.2 *Major change*

For a major change referred to in paragraph 9.1(a):

- (a) the Employer must notify the relevant employees and the Union of the decision to introduce the major change; and
- (b) subclauses 9.3 to 9.7 apply.

For the purposes of this clause notification of the Union will be achieved by notifying the union delegates and the site organiser.

9.3 The relevant employees may also appoint a representative for the purposes of the procedures in this term.

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.

9.4 As soon as practicable after making its decision, the Employer must:

- (a) discuss with the relevant employees and the Union:
 - 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 and the Union:
 - 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.

9.5 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant employees or the Union.

9.6 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees and the Union.

9.7 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 9.2(a) and subclauses 9.3 and 9.4 are taken not to apply.

9.8 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
- (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

9.9 For a change referred to in paragraph 9.1(b):

- (a) the Employer must notify the relevant employees of the proposed change; and
- (b) subclauses 9.10 to 9.14 apply.

9.10 The relevant employees may appoint a representative for the purposes of the procedures in this term.

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.

9.11 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).

9.12 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

9.13 The Employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.

9.14 In this term: **relevant employees** means the employees who may be affected by a change referred to in subclause (9.1).

9.15 **Joint Consultative Committee**

It is agreed between the parties that all employees, at all levels and sites, will continue to cooperate through the established Joint Consultative Committee (**JCC**) forum to pursue efficiency and productivity improvements for the betterment of the Employer, its employees and its farmers. It is agreed that the JCC will continue to be developed and utilised.

It is agreed between the parties that the need to provide safe working conditions and wellbeing of all employees is the key to overall success. It is agreed that the OH&S (**Occupational Health & Safety**) committees will continue to be developed and utilised in this process

OH&S representatives and employees from the relevant work area will be consulted by the rehabilitation provider at the time a return-to-work plan is being designed.

The overall purpose of a JCC is to provide an environment for greater two way communication and in doing so establish a forum in which employees are able to express their points of view and allow management to utilise employee knowledge and experience.

The JCC will be made up of representatives from the Employer and employees from each work area, a union delegate, and will meet on a regular basis of at least every three (3) months.

- 9.16 Prior to October of each year, SDA management will consult within the JCC, in addition to the OHS site committee, about how to mitigate against the issues that arise when employees work in hot conditions over the summer months. A similar process will occur in the JCC in relation to the working conditions in cold weather in the winter months.
- 9.17 Through the JCC, SDA management will work with the forum to review existing shift patterns (other than an 8-hour shift Monday to Friday) with the intent to include into the next Agreement.
- 9.18 Where a matter is unable to resolved to the satisfaction of a quorum of members of a site OH&S Committee, it may be referred to the site JCC for consultation in accordance with this Agreement.
- 9.19 The Employer's goal is to safeguard the environment while continuing to grow as a world-class dairy processor and provide sustainable jobs into the future. The relevant managers of the Employer responsible for sustainability and environment will, where invited, attend a yearly site JCC in order to provide an update to attendees on the Employer's environmental and sustainability programs of work.

9.20 Process for alternative shift patterns

- (a) Proposed roster to be included as an agenda item for the Joint Consultative Committee (JCC) meeting, (note: the proposal may originate from a weekly or monthly paid Employee).
- (b) The proposal will be consulted at the JCC in accordance with clause 9 of this Agreement.
- (c) The roster once introduced can be reviewed by the JCC as required by the parties at site.
- (d) Any grievances or disputes that may arise should follow the dispute settling procedure at clause 10 of this Agreement.

10. PROCEDURE FOR AVOIDANCE OF INDUSTRIAL DISPUTES

- 10.1 All sites depend on milk supplied for their ongoing viability and success. Similarly, milk suppliers depend on the Employer and its employees for reliable and timely service. Due to the perishable nature of raw materials and product, it is essential that all sites maintain continuity of operations.
- 10.2 The parties to this Agreement will, therefore, observe the following procedure for the avoidance of industrial disputes.
- 10.3 The objective of the procedure is to promote the resolution of grievances and disputes by measures based on consultation, cooperation, communication, and common sense; to reduce industrial confrontation; and to avoid interruption to the performance of work and consequential loss of wages and production.
- (a) In the first instance, the matter in dispute should be discussed at the workplace between the employee(s) concerned and the relevant Line Manager.
 - (b) If the matter in dispute remains unresolved, the matter will be discussed at the workplace between the employee(s) concerned, the Union delegate and the relevant Line Manager.
 - (c) If the matter in dispute remains unresolved, the matter will be discussed between more senior levels of management at that site, the employee(s) and the Union Organiser.
 - (d) If the matter in dispute remains unresolved, the matter will be discussed between Regional Operations Managers and an appropriate senior official of the Union. The provisions of this sub-clause should occur within three (3) weeks. If discussions do not occur within three (3)

weeks or the matter remains unresolved for three (3) weeks, the dispute will move to the next stage of this procedure unless there is agreement to extend this period.

- (e) If the matter in dispute remains unresolved, the Employer, the employee(s) or the Union may refer the dispute to the Fair Work Commission to deal with, using any of its powers including conciliation, and, if necessary, arbitration.

- 10.4 The Employer, the employee(s) and the Union agree to abide by any decisions or orders made by the Fair Work Commission, subject to exercising any right of appeal.
- 10.5 Until the matter in dispute is determined, the status quo will prevail. The status quo is what was in place prior to the matter being in dispute.
- 10.6 A nominated employee representative may be involved in any of the above steps.
- 10.7 In this clause, a matter in dispute can include the operation of this Agreement or the NES (including subsections 65(5) and 76(4) of the Fair Work Act).

11. STAND DOWN

The Employer may deduct payment for time lost which the employee cannot be usefully employed by reason of any strike, breakdown of machinery, or other cause for which the employer cannot be reasonably be held responsible.

12. EMPLOYEE DUTIES

- 12.1 A weekly employee to be entitled to the weekly wage shall be available, ready and willing to perform their usual work during the days and hours usually worked by such class of employee.
- 12.2 Provided that nothing in this clause shall limit the Employer's right to direct the employee to undertake any duties within the limits of the employee's skills, competence and training consistent with the classification structure of this Agreement, provided that such duties are not designed to promote de-skilling.
- 12.3 If an employee chooses to engage in a job that has a lower classification, the employee can expect to continue on their old rate of pay for a period of three (3) months. After the three (3) months, the lower classification pay rate will apply. This does not apply to employees who are being reclassified due to performance and/or disciplinary reasons.

13. EMPLOYMENT CATEGORIES

- 13.1 SDA prefers to be the direct Employer of its workforce and acknowledges that loyal and experienced workers are key to organisational success. The preferred employment model is to have a stable base of permanent employees, topped up by casual/seasonal labour to support the seasonal nature of our business.
- 13.2 An employee is to be engaged as a full-time, regular part-time, seasonal or a casual employee.

13.3 Probation period

- (a) The Employer will initially engage a full-time, part-time or seasonal employee for a probation period of six (6) months for the purpose of determining the employee's suitability for ongoing employment. The employee must be advised in writing in advance that the employment is subject to the probation period.

- (b) Termination of employment by either party during the probation period is on the basis of one (1) weeks' notice. The Employer has the discretion to either give this notice or pay in lieu of it.
- (c) The probationary period forms part of an employee's period of continuous service.
- (d) New employees will be reviewed in their third (3rd) month and fifth (5th) month after commencement with SDA.

13.4 Full-time employment

An employee not specifically engaged as a part-time, seasonal or casual employee is, for all purposes of this Agreement a full-time employee, unless otherwise specified in the Agreement.

13.5 Part-time employment

- (a) An Employee may be engaged to work on a part-time basis involving a regular pattern of hours which average less than a full-time employee.
- (b) The Employer may employ regular part-time employees in any classification in this Agreement.
- (c) A part-time employee must be engaged for a minimum of three (3) consecutive hours on any shift.
- (d) Part time employees are entitled to, on a pro-rata basis, equivalent pay and conditions relevant to their classification.
- (e) Part-time employees accrue entitlements under this Agreement on a pro-rata basis proportionate to the number of hours worked per week.
- (f) Before commencing part-time employment, the employee and Employer will agree in writing:
 - i) on the hours to be worked by the Employee, the days on which they will be worked and the commencing and finishing times for the work; and
 - ii) on the classification applying to the work to be performed in accordance with clause 16 Classification and clause 18 Wage Rates.
- (g) The terms of the agreement in clause 13.5(f) may be varied by consent in writing.
- (h) All time worked in excess of the hours as mutually arranged will be overtime and paid for at the rates prescribed in the overtime clause of this Agreement.

13.6 Casual employment

- (a) A casual employee is one engaged and paid as such. A casual employee, for working ordinary time, must be paid an hourly base rate prescribed for weekly employees for the same work plus a casual loading of 25%.
- (b) The casual loading is in lieu of paid leave and other benefits payable to full-time, part-time and seasonal employees. The loading constitutes part of the casual employee's all-purpose rate.
- (c) Caring responsibilities:

Subject to the evidentiary and notice requirements in the Personal Leave clause of this Agreement, casual employees are entitled to not be available to attend work, or to leave work:

 - i) if they need to care for members of their immediate family or household who are sick and require care and support; or who require care due to an unexpected emergency; or the birth of a child; or

- ii) upon the death of an immediate family or household member.
 - iii) the Employer and the employee shall agree on the period of 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. three (3) days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - iv) an Employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an Employer to engage or not engage a casual employee are otherwise not affected.
- (d) On each occasion a casual employee is required to attend work the employee must be paid for a minimum of four (4) hours work.
 - (e) Where a casual employee is indirectly employed by the Employer to perform work that is covered by this Agreement, they shall receive the same rates of pay and conditions, as casual employees employed directly by the Employer and covered by this Agreement.
 - (f) To facilitate job security, it is the intent wherever practicable that direct casuals will be offered any available shifts before they are offered to indirect casuals.
 - (g) A casual worker, whether directly or indirectly engaged, who;
 - i) has worked for the Employer on a regular and/or systematic basis, the equivalent of “full-time” hours for a period of at least six (6) months, will be given the option to convert to full-time employment at the end of that period, provided there is an ongoing need for that work to be performed on a regular and/or systematic basis; or
 - ii) has worked for the Employer on a regular and/or systematic basis, for less than 38 hours for a period of at least six (6) months, will be given the option to convert to part-time employment at the end of that period, provided there is an ongoing need for that work to be performed on a regular/systematic basis.
 - iii) rejects the offer of permanent employment, may reapply 12-months from the date the last offer of permanent employment was made.
 - (h) Any period of full-time or part-time hours worked by a casual employee for the purpose of covering a skills shortage at the site (for example, due to coverage of an employee taking a period of long term leave of absence) will not be counted as service for the purpose of this undertaking if that employee returns to their position.
 - (i) An indirect casual worker who works irregular hours (i.e. one who has been engaged to perform work on an occasional or irregular basis) will be offered employment as a direct casual after six (6) months’ engagement.

13.7 Seasonal employment

The Employer may employ seasonal employees on the following terms:

- (a) A seasonal employee may be employed for a continuous period of up to twelve months.
- (b) Seasonal employees are entitled to all provisions of this Agreement.
- (c) In the event of adverse climatic/market conditions, a seasonal employee may have their period of employment reduced. Provided that in such circumstances a seasonal employee shall receive at least one (1) week’s notice or payment in lieu of notice.
- (d) Where a seasonal employee is re-engaged by an employer within three (3) months of their termination of employment, any sick leave portion not taken from the previous engagement shall be cumulative from year to year.

(e) Seasonal employees shall receive a loading of 2.5% on their base rate for each hour worked.

13.8 It is the intention of the Employer that vacancies for ongoing permanent roles be filled on that basis. Short term engagements may be entered into to support immediate business operations, however any temporary, seasonal or casual workers will only be engaged on the terms set out in this Agreement. The number of temporary seasonal, or casual workers engaged and the role they are backfilling will be provided to the Union at the JCC or as otherwise agreed.

14. TERMINATION OF EMPLOYMENT

14.1 Notice of termination by Employer

14.1.1 In order to terminate the employment of any employee, the Employer shall give to the employee the following notice:

Period of continuous service	Period of notice
Less than 1 year	1 week
1 year but less than 3 years	2 weeks
3 years but less than 5 years	3 weeks
5 years and over	4 weeks

14.1.2 In addition to the notice prescribed herein, employees over 45 years of age at the time of the giving of the notice, with not less than two (2) years' continuous service, shall be entitled to an additional week's notice.

14.1.3 Payment in lieu of notice shall be made if the appropriate notice period was not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

14.1.4 The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the employee's employment had continued until the end of the required period of notice, the Employer would have become liable to pay to the employee because of the employment continuing during that period. That total must be calculated on the basis of:

- i) the employee's ordinary hours of work (even if not standard hours); and
- ii) the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and
- iii) any other amounts payable under the employee's contract of employment.

14.1.5 The period of notice in this clause does not apply in the case of dismissal for conduct that justifies summary dismissal including but not limited to malingering, inefficiency or neglect of duty, or to:

- i) apprentices, whose notice periods will otherwise be subject to statutory requirements;
- ii) employees engaged for a specific period of time for a specific task or tasks;
- iii) trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement; or
- iv) casual employees.

14.1.6 For the purposes of this clause, continuity of service shall be calculated in the manner prescribed by clause 30.9 – Calculation of continuous service.

14.2 Notice of termination by employee

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

14.2.2 If an employee fails to give the required notice then the Employer has the right to withhold monies due to the employee to a maximum amount equal to the ordinary time rate of pay for the period of notice.

14.3 Time off during notice period

Where the Employer has given notice of termination to an employee, an employee shall be allowed up to one (1) 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.

14.4 Transmission of business

Where a business is transmitted from one Employer to another, as set out in clause 15 - Redundancy, the period of continuous service that the employee had with the transmitter or any prior transmitter is deemed to be service with the transmitter and taken into account when calculating notice of termination. However, an employee shall not be entitled to notice of termination or payment in lieu of notice for any period of continuous service in respect of which notice has already been given or paid for.

14.5 Statement of employment

The Employer shall, on receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of their employment and the classification of or the type of work performed by the employee.

14.6 Pay out of personal leave

Upon separation of employment, employees shall receive personal leave paid out on the basis of:

- For 0 – less than 5 years service – zero.
- For 5 – less than 10 years service – 30% of unused sick leave.
- For 10 years or more service – 60% of unused sick leave to a maximum of 500 hours.

15. REDUNDANCY

15.1 The application of this clause is limited to full-time and part-time employees.

15.2 Redundancy occurs where the employer has made a definite decision that the employer no longer wishes the job of the employee has been doing or done by anyone and this is not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment.

15.3 Employer to hold discussions

15.3.1 The Employer shall hold discussions with the employees directly affected and with their Union or employee representatives. The discussions shall take place as soon as practicable after the Employer has made a definite decision which will invoke the redundancy provisions and shall cover among other things, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations on the employees concerned.

15.3.2 For the purposes of the discussion the Employer shall, as soon as practicable, provide in writing to the employees concerned and the Union or employee representative, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out. The Employer shall not be required to disclose confidential information the disclosure of which would be contrary to the Employer's interests.

15.4 Transfer to lower paid duties

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

15.5 Severance pay

An employee whose employment is terminated for reasons set out in clause 15.2 shall be entitled to the following:

- (a) Four (4) weeks' notice or pay in lieu of notice, with an additional week for employees aged 45 or greater.
- (b) Four (4) weeks' pay for each completed year of continuous service, pro-rata for completed months (this component is capped at 112 weeks' pay).
- (c) Payout of all unused annual leave, annual leave loading, Rostered Days Off and sick leave.
- (d) Payout of all unused Long Service Leave for employees with three (3) years continuous service or more.
- (e) "pay" for this purpose shall mean average pay for the previous three (3) months period, including overtime.

15.6 Cost Neutral Swaps

The Employer, subject to business needs, will explore the option of cost neutral swaps of employees if unable to place them in alternate permanent positions at the impacted site.

Where the Employer has an employee interested and willing to transfer to another site rather than accept a severance package but there is no vacancy at that host site, the parties commit to investigating the possibility of swapping the worker wishing to remain employed with a worker at the host site who wishes to take a severance package. Any swap must take into account the following:

- (a) Parity of skill - the transferring employee must be able to perform any new role with minimal training.
- (b) Parity of service - the transferring employee will need the same length of service (or more) as the employee they are replacing.
 - (i) Notwithstanding the above, if the transferring employee has less service than the employee they are replacing, but when calculating redundancy the difference in severance payment is four (4) weeks or less, then the swap will still be made.
- (c) Parity of wages - the transferring employee needs to be the same classification as the employee they are replacing.

The Employer will call for expressions of interest to swap at the host site from employees with equivalent characteristics.

16. CLASSIFICATION STRUCTURES

- (a) See Appendix A for Production classification structure.
- (b) See Appendix B for Laboratory classification structure.

16.1 Additional notes on Classifications - Production

- (a) Employees with relevant work experience, either within the Employer or with other organisations, may be commenced at a higher level than the normal entry level of 1a. This will depend on the experience in question, and will be at the discretion of Production Management.
- (b) Classification to a higher level is at the discretion of production management, and on the basis of the requirements of the Employer, position and the skill level of the employee.
- (c) Revised levels 4a and 4b including additional competency/task requirements and training as agreed to support employee development and career progression in production has been included in Appendix A - production classifications.
- (d) Level 4b classification and wage rate will apply to employees appointed to a Leading Hand position having progressed from level 4a and meeting the proposed level 4b criteria.
- (e) An employee completing Certificate IV in Dairy Processing will no longer be eligible for level 4b classification. Level 4b classification is only for employees appointed to a Leading Hand position. The Leading Hand allowance as it currently applies will continue to apply.
- (f) The Evaporation & Drying qualification ticket is recognised as two (2) separate tickets, on account of the difference between the two modules.

16.1.1 List of Short Course Qualification Tickets (SCQT's)

Cheese Room	1. Cheesemaker 2. Pasteurisation and UHT Processing
Butter Room	1. Butter 'n Spreads 2. Pasteurisation/Vacreation
Sungold	1. Pasteurisation and UHT Processing
WPC Plant	1. Drying 2. Membranes
Starter Room	1. Operate a Heat Treatment Process
SMP	1. Drying 2. Evaporation
Milk Receival	1. Pasteurizer 2. Membranes
GOS	1. Evaporation 2. Membranes
Lactoferrin	1. Membranes

16.1.2 A Forklift ticket is not recognised as a substitute for any of the specified tickets above. A person at level 4a is still required to have those tickets nominated above for each particular manufacturing area.

16.1.3 Any person transferring from one area to another and does not have the appropriate tickets will remain at their current level and shall be required to complete the required

tickets within a period of twelve months or be reclassified to the appropriate classification.

16.2 A classification review will be undertaken during the life of the Agreement for production positions.

16.2.1 If following a grading review undertaken by the Employer, a position is reclassified to a higher level, the employee/s working in the relevant position/s will be paid the applicable higher rate of pay, with such increases to apply from the date that the review commenced.

16.2.2 If following a grading review undertaken by the Employer a position is reclassified to a lower level, the employee/s working in the relevant position/s will continue to receive the previous rate of pay, along with future pay increases.

16.3 Additional notes on Classifications - Laboratory

(a) Employees with relevant work experience, either within the Employer or with other organisations, may be commenced at a higher level than the normal entry level of 1a. This will depend on the experience in question, and will be at the discretion of Laboratory Manager.

(b) Classification to a higher level is based on the requirements of the Employer and achievement of the relevant competencies detailed in the Laboratory skills and competency matrix and achieved within the respective timelines.

(c) Casual and part time employees must complete the equivalent of fulltime hours to meet the timeline requirement.

(d) Employees who have achieved levels 3 or 4a in a laboratory may transfer to another laboratory at the discretion of the Laboratory Manager and:

i) retain their classification level,

ii) commence in the new laboratory at competency level 1a and complete all skills and competency assessments as required in that laboratory.

16.4 Tanker Bay Operators or Tanker Washers

16.4.1 Tanker Bay Operators or Tanker Washers will commence employment and progress as follows:

Level 1B Commencement

Level 2 After 12 months, or in the case of casual or seasonal employees who are not required for a full season, the equivalent of three (3) months' work.

Level 3 Successful completion of an approved qualification (i.e. Heavy Combination Driver's License), in addition to the above service criteria.

16.4.2 Tanker Bay Operator or Tanker Washers, who are required to relieve in the role of farm milk pick-up, will be paid in accordance with the Employer's Tanker Driver rates for the period engaged.

16.5 Classification Review

The Employer commits to commencing a Classification Review within the first 12 months from the date of approval of the Agreement by the Fair Work Commission.

The aim of the Classification Review is to ensure a clear distinction between pay grades, roles, and the tasks and duties associated with each Classification Level.

17. TRAINING

- 17.1 The parties recognise that in order to increase the efficiency, productivity and competitiveness of its business and the flexibility of its workforce it is essential that employees be provided training and development opportunities.
- 17.2 The Employer is committed to support employees to acquire the necessary skills through facilitating quality training and development of its employees including:
- (a) On-the-job instruction.
 - (b) SOP competency training for skills and knowledge.
 - (c) Competency assessment following knowledge development and/or training.
 - (d) Formal/accredited training.
- 17.3 Training may be delivered in-house or externally within a structured framework.
- 17.4 The Employer is committed to, and the parties are agreed, that accredited training and assessments may be implemented in line with the agreed competency map up to achievement of a Cert IV in Food Processing.
- 17.5 Further agreed that as modules are implemented they may become part of classification level requirements as outlined in the competency map.
- 17.6 Employees may elect to undertake individual modules relevant to their work area. Employees may also elect to undertake training and achieve Cert IV in Food Processing while remaining on lower classification levels.
- 17.7 Prior accredited training may be recognised for the purpose of completed assessment against the competency map modules.
- 17.8 The Employer is committed to, and the parties are agreed, that SOP's and related training for Laboratory employees will continue to be developed and implemented in line with the agreed Laboratory classification structure.

18. WAGE RATES

- 18.1 The following wage rates shall apply according to the table below:

	Previous Hourly rate	5%		4%		1.75%		1.75%	
		FFPP 1 July 2023		FFPP 1 July 2024		FFPP 1 July 2025		FFPP 1 January 2026	
		Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly
1a	30.44700	31.96935	1214.835	33.24812	1263.43	33.82997	1285.54	34.42199	1308.04
1b	30.83070	32.37224	1230.145	33.66712	1279.35	34.25630	1301.74	34.85578	1324.52
2	31.57884	33.15778	1259.996	34.48409	1310.40	35.08756	1333.33	35.70160	1356.66
3	33.64206	35.32416	1342.318	36.73713	1396.01	37.38003	1420.44	38.03418	1445.30
4a	35.49052	37.26505	1416.072	38.75565	1472.71	39.43387	1498.49	40.12396	1524.71
4b	36.85054	38.69307	1470.337	40.24079	1529.15	40.94500	1555.91	41.66154	1583.14

- 18.2 For the five (5) previously identified Sungold employees who are currently working Monday to Friday but are being paid rates deriving from a historical practice of weekend averaging, the above increase will also apply.

19. MIXED FUNCTIONS

Where an employee is engaged in any one day or shift for more than one (1) hour (8hr shift) or 1 ½ hrs (12 hr shift) at work in a higher class than the employee is employed to perform, the employee shall be paid for the full day or shift at the highest rate payable for any such work under this Agreement. If the employee is so engaged for one hour or less, the employee shall be paid at the rates fixed by this Agreement only for the work actually performed.

20. PAYMENT OF WAGES

- 20.1 Wages will be paid weekly (in arrears) by Electronic Funds Transfer (**EFT**) into a bank or credit union account nominated by the employee. Payment will be made on or before Wednesday.
- 20.2 Each employee shall be provided with a statement in writing showing calculation of ordinary pay, overtime, penalty rates and allowances and the amount of deductions for any purposes in respect of the amount paid.
- 20.3 By agreement between the Employer and the majority of employees in the workplace or section or sections, wages may be paid fortnightly or monthly.
- 20.4 On termination of employment wages due to an employee shall be paid by EFT on the day of termination into the nominated account or paid to the employee by EFT or registered post on the next working day.

21. ALLOWANCES

21.1 Leading Hand Allowance

- (a) A Leading Hand allowance of 12.5% will be paid to those employees appointed to a Leading Hand position.
- (b) Employees in the Cheese Plant and Milk Receival who are in receipt of the 15% Leading Hand allowance as of 30 June 2014 shall retain that allowance for as long as they remain in their current Leading Hand position.

21.2 Inclement Weather Allowance

- (a) An all-purpose outdoor weather allowance of 10.0% will be added to the base rate of Tanker Bay Operators or Tanker Washers.
- (b) Employees performing the roles of:
- Goods receivable
 - Milk Test Lab (8hr role incl. Sungold sample collection)
 - Sungold Forklift Operator

Will be entitled to receive an outdoor weather allowance of 5% base rate. This rate is not all purpose. Employees that have previously referenced grandfathered provisions made prior to 1 July 2023 that undertake these roles are also entitled to this allowance.

21.3 7 Day Flat Shift Allowance

Employees who are required to work shifts over any 7 days, within the ordinary spread of hours, shall be paid the 7 day flat rate shift allowance, per shift. This allowance is primarily intended for Laboratory employees.

7 Day flat Shift allowance	Previous Rate	FFPP 1 July 2023	FFPP 1 July 2024	FFPP 1 July 2025	FFPP 1 January 2026
	18.79	19.73	20.52	20.88	21.24

21.4 First Aid Allowance

An employee who is the holder of a current first aid qualification and is appointed as a First Aid Attendant shall be paid a weekly allowance as follows for the appointment.

First Aid Allowance	Previous Rate	FFPP 1 July 2023	FFPP 1 July 2024	FFPP 1 July 2025	FFPP 1 January 2026
	18.46	19.38	20.16	20.51	20.87

21.5 Meal Allowance

(a) Where more than 60 minutes of overtime is worked on any day in excess of the ordinary hours of work fixed pursuant to clause 24.1 – Ordinary hours of work, a meal allowance shall be payable as follows:

Meal Allowance	Previous Rate	FFPP 1 July 2023	FFPP 1 July 2024	FFPP 1 July 2025	FFPP 1 January 2026
	16.93	17.78	18.49	18.81	19.14

(b) In addition, where in excess of nine (9) hours of overtime is worked on any day other than a day specified in clause 21.5(a), a meal allowance shall be payable.

(c) Provided that if an employee has been given notice to work overtime and the employee is not required to work the overtime or is required to work less than the time advised, they must be paid the prescribed meal allowance.

22. SUPERANNUATION

22.1 The Employer will make superannuation contributions on employees' behalf in accordance with its obligations under the *Superannuation Guarantee (Administration) Act 1992* (Cth) and undertakes that the requirements of the *Superannuation Guarantee (Administration) Act 1992* (Cth) will be met as a minimum.

22.2 Employees are entitled to request that their superannuation contributions be made to a fund of their choice. Should an employee not elect a fund, their superannuation will be paid into Australian Super as the default fund.

22.3 Where an employee requests to make additional superannuation contributions on a salary sacrifice basis, the Employer will allow that to occur in accordance with the Employer's policies and conditions.

22.4 Where a superannuation salary sacrifice arrangement is implemented, by written agreement, on the employee's request, the employees' resulting gross taxable wage rate will be less than that detailed in clause 18 – Wages of this Agreement. However, it is agreed that the total gross taxable wage and salary sacrifice component of the employee's salary meets the Employer's salary and wage obligations under this Agreement. Annual leave loading, overtime and any allowances which are calculated using a wage rate are based on pre sacrificed remuneration.

23. SALARY SACRIFICE OF OTHER BENEFITS

- 23.1 The Employer agrees to allow employees to enter into a salary sacrifice arrangement for a benefit, by mutual written agreement between the Employer and the employee, and in accordance with the Employer's policies as amended from time to time.
- 23.2 Any such arrangement will be on the proviso that the Employer incurs no additional cost in providing a benefit as a salary sacrifice, that any Fringe Benefits Tax is incurred by the employee as part of the salary sacrifice, and that all such arrangements are in accordance with legislation and Australian Taxation Office guidelines and rulings.
- 23.3 Where a benefit salary sacrifice arrangement is implemented, by written agreement, on the employee's request, the employee's resulting gross taxable wage rate will be less than that detailed in clause 18 - Wages of this Agreement. However, it is agreed that the total gross taxable wage and salary sacrifice component of the employee's salary meets the employer's salary and wage obligations under this Agreement.

24. HOURS OF WORK

24.1 Ordinary hours of work – day work

The ordinary hours of work for the day workers shall be an average of 38 hours per week to be worked in one of the following ways:

- (a) by employees working less than eight (8) ordinary hours each day; or
- (b) by employees working less than eight (8) ordinary hours on one or more days each week; or
- (c) by fixing one (1) unpaid day on which all employees will be off during a particular work cycle; or
- (d) by rostering employees off on various days of the week during a particular work cycle so that each employee has one unpaid day off during that cycle.
- (e) provided that the Employer and the employee may, by agreement, accrue stored days off to a maximum of twelve days and such days so accrued shall be taken off at a time or times mutually agreed upon.
- (f) an alternative arrangement for working the average of 38 hours per week may be implemented in an establishment if agreed upon between the Employer and the majority of employees in the workplace or a section or sections of it.

24.2 Spread of hours

24.2.1 The ordinary hours for production employees will be worked on any of the days of the week, Monday to Sunday, between the hours of 6:00am and 6:00pm. With the exception of the production employees working in the milk packaging plant whose ordinary hours of work will be worked on any of the days of the week, Monday to Sunday between the hours of 5:00am and 6:00pm.

24.2.2 Provided that the spread of hours or daily hours prescribed by this Agreement may be altered as to all or a section of the employees by mutual agreement in writing between an Employer and the employees concerned.

24.3 Sunday work

24.3.1 Double time shall be the rate payable for all work performed on a Sunday. This rate is to be in substitution for and not cumulative upon the shift allowances provided for by this Agreement.

24.3.2 A shift worker ready, available and willing to work, who is rostered to work on a Sunday shall be paid a minimum of 7.6 hours at the rate of double time.

24.3.3 Any day worker required to work on a Sunday shall be entitled to a minimum of an ordinary day's pay.

24.4 Notice of days off

Except as provided in clause 24.5, in cases where, by virtue of the arrangement of ordinary working hours, an employee in accordance with clauses 24.1(c) or 24.1(d), is entitled to an unpaid day off during a work cycle, such employee shall where possible be advised by the Employer at least four (4) weeks in advance of the day to be taken off.

24.5 Substitute days (for stored days)

24.5.1 An Employer may substitute the day an employee is to take off for another day in the case of a breakdown in machinery or a failure or shortage of electric power or in other circumstances beyond the control of the Employer, or to meet the requirements of the business in the event of rush orders or some other emergency situation.

24.5.2 An individual employee may, with the agreement of the Employer, substitute the day the employee is to take off for another day.

24.5.3 Where a public holiday coincides with an unpaid day off arranged in accordance with clause 24.1(c) or 24.1(d), an employee so affected shall have such day substituted by another day in such cycle or as soon as practicable thereafter.

24.5.4 Where the system of working provides for the taking of stored days off, the maximum number of stored days off shall be 12.

24.5.5 Where an unpaid day off coincides with a period of compassionate leave, long service leave or workers' compensation or special leave granted by the Employer, no additional or substitute day shall be granted so as to result in double counting.

25. BREAKS

25.1 Meal breaks

25.1.1 A day worker shall be granted a meal break of a fixed duration not less than 30 minutes taken at an agreed time between the Employer and the employee(s) as being suitable for the work in the plant or section/s concerned.

25.1.2 For work done during an employee's meal break and thereafter until a meal break is allowed, payment shall be made at the minimum rate of time and a half on the employee's ordinary time rate.

25.1.3 A shift worker (other than on continuous shift work as defined) shall be granted a meal break of not less than 30 or more than 60 minutes, such meal break to be taken not less than three hours or more than five hours after commencing work, provided that:

(a) a shift worker engaged on continuous work; or

(b) an employee engaged on a one (1) or two (2) shift process which cannot be reasonably interrupted and when it is not practicable to allow such employee a meal interval, shall be allowed a crib break of twenty minutes which shall be counted as time worked.

25.1.4 Notwithstanding any other provisions of this clause, where a shift worker is required to remain at the work station during the employee's crib break and rest periods as prescribed in clause 25.2 the employee shall be paid an additional amount of time and a half of the employee's ordinary time for such crib break and rest periods.

25.2 Rest period

Employees shall be allowed two (2) rest periods of 10 minutes each. Such rest periods to be taken at such times as agreed between the Employer and the employees so as to assist with maintaining continuous production.

25.3 Washing time

Employees in the Whey and Milk Powder Packing Sections shall be allowed seven (7) minutes washing time at the conclusion of the day's work.

26. SHIFT WORK

26.1 Ordinary hours of work – shift work

The ordinary hours of work prescribed herein shall not exceed 12 hours on any day. Provided that in any arrangement of ordinary working hours where the ordinary working hours are to exceed eight (8) on any day, the arrangement of hours shall be subject to the agreement of the Employer and the majority of employees in the plant or section/s concerned.

26.2 Shift penalties

26.2.1 A shift penalty of 15% will apply for shifts that start or finish outside the Award-defined ordinary hours spread (clause 24.2). Employees who work a period of 'day shift' i.e. Monday to Friday within the Award-defined ordinary hours spread, will not receive this shift penalty, unless the period of day shift is a break of three (3) months or less, from the normal pattern of shift work.

26.2.2 As per clause 21.3, employees who are required to work shifts over any 7 days, within the ordinary spread of hours, shall be paid the 7-day flat rate shift allowance.

26.2.3 Employees in the Laboratory who were in receipt of the 15% shift penalty as of 19 December 2003, retain that shift penalty for as long as they remain in that role.

26.3 Notice of change of shift

26.3.1 The Employer shall post on its premises in a place conveniently accessible to employees, a roster of shifts which shall specify the commencing times of ordinary working hours of such shifts, such times being as regular as practicable.

26.3.2 An Employer shall not alter a roster of shifts, except upon giving at least seven (7) days' notice of its intention to do so by posting such alteration in the manner aforesaid, providing that such roster of shifts may be varied at any time by agreement with the Employer, and the employee concerned.

26.3.3 Except where a change is necessary because of circumstances beyond the Employer's control, an employee's place on the roster of shifts shall not be altered unless at least twenty-four hours' notice of such alteration has been given to the employee. Provided that such notice need not be given where an alteration is made by mutual agreement.

27. DAYLIGHT SAVING

27.1 Notwithstanding anything containing elsewhere in this Agreement, where by reason of the legislation of a State, summer time is prescribed as being in advance of standard time, the length of any shift:

- (a) commencing before the time prescribed by the relevant legislation for the commencement of a summer time period; and
- (b) commencing on or before the time prescribed pursuant to such legislation for the termination of a summer time period; will be deemed to be there number of hours represented by the difference between the time recorded by the clock at the beginning of the shift and the time so recorded at the end of the shift, the time of the clock in each case to be set to the time fixed pursuant to the relevant State legislation.

27.2 In this clause, the expressions “standard time” and “summer time” shall bear the same meaning as prescribed by the relevant State legislation.

28. OVERTIME

28.1 An Employer may require any employee to work reasonable overtime at the rates set out in this clause and the employee shall work overtime in accordance with such requirements and having regard to:

- (a) any risk to the employee’s health and safety;
- (b) the employee’s personal circumstances including any family responsibilities; and
- (c) the needs of the workplace or enterprise; and
- (d) any other relevant matter.

28.2 For the purposes of computing overtime, each day’s work shall stand alone.

28.3 Payment for working overtime – day work

For day workers, for all time worked outside the time of beginning and ending work as fixed in clause 24.2 or in excess of ordinary hours Monday to Friday inclusive, overtime shall be paid at the rate of time of a half for the first two (2) hours and double time thereafter.

28.4 Payment for working overtime – shift work

For shift workers, for all time worked in excess of the shift worker’s ordinary hours, overtime shall be paid at the rate of time and a half for the first two (2) hours and double time thereafter.

28.5 Payment for working on Saturday

An employee called in to work overtime on a Saturday shall be paid a minimum payment of four (4) hours pay, provided that such employee is ready, willing and available to work such overtime.

28.6 Payment for work on a rostered day off or Sunday

A shift worker required to work on a rostered day off or an unpaid day off shall be entitled to a minimum of four (4) hours pay at the prevailing rate of pay. In the case of a Sunday, the rate shall be double time and a half.

28.7 Rest period after overtime

28.7.1 When overtime work is necessary it shall wherever reasonably practicable, be so arranged that employees (including relievers of shift work) have at least eight (8) consecutive hours off duty between the work of consecutive days.

28.7.2 An employee (other than a casual employee) who works so much overtime between the termination of the employee's ordinary work on one day and the commencement of ordinary work on the next day that the employee has not had at least eight (8) consecutive hours off duty between those times shall, subject to this sub-clause, be released after completion of such overtime until the employee has had eight (8) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

28.8 Time off in lieu of overtime

28.8.1 In a plant or section/s of a plant, where arrangements for overtime to be compensated with time off have been agreed to, then employees will be entitled to take the equivalent overtime (i.e. one hour overtime equals one and a half hours off) at a time mutually acceptable to the Employer and the employees concerned.

28.8.2 Periods of time off in lieu must be recorded in the wages record. Such records must indicate the overtime period worked and the precise day and time and equivalent period off in lieu of such overtime.

28.8.3 In circumstances where an employee's employment is terminated, they shall be paid the appropriate rate any time off in lieu of overtime owing to the employee.

28.9 Excessive Overtime

- (a) The parties to this Agreement understand that overtime may need to be worked at times but are committed to facilitating and working overtime in a safe manner.
- (b) It is understood by the parties that overtime may create genuine safety risks if the overtime worked is excessive.
- (c) Concerns about overtime worked are to be consulted at the JCC or site OHS Committees as required.
- (d) The Employer will endeavour to offer overtime hours equitably among all employees, based on the needs of the operation and the skillset required.

29. LONG SERVICE LEAVE

29.1 Other than provisions specified in this clause, the provisions regarding Long Service Leave shall be in accordance with the relevant State Long Service Leave legislation and any amending legislation.

29.2 Long service leave shall accrue at the rate of 1.3 weeks per year of service, with the right to take long service leave at seven (7) years. The actual date of leave commencement shall be determined by mutual agreement between the employee and the Employer.

29.3 Service that is recognised for the purposes of long service leave must be continuous. In the case of casual and seasonal employees, seasonal breaks will not constitute breaks in service.

30. ANNUAL LEAVE

30.1 Period of leave

30.1.1 Employees, other than casual employees, will accrue four (4) weeks of paid annual leave for each year of service or pro rata thereof.

30.1.2 Seven-day shift workers

In addition to the leave prescribed herein, seven-day shift workers who are rostered to work regularly on Sundays and holidays shall be allowed an additional one (1) week (38 hours) of paid leave.

30.1.3 Where an employee is engaged for part of the year as a seven-day shift worker, the employee shall be entitled to accrue annual leave, as prescribed in subclause 30.1.2, on a pro rata basis for the period the employee is continuously engaged as a seven-day shift worker.

30.2 Taking Annual Leave

30.2.1 Annual leave shall be given and taken by the employee:

- (a) in one continuous period; or
- (b) by agreement between the Employer and the employee concerned, any number of separate periods as may be agreed including up to 10 single days.

30.2.2 The annual leave shall be given by the Employer and taken by the employee before the expiration of a period of two (2) years after the date upon which the right to such leaves accrues.

30.2.3 The Employer shall give each employee at least fourteen days' notice or a lesser period by agreement of the date from which annual leave shall be taken.

30.3 Taking Annual Leave in advance

If the Employer and employee so agree, annual leave may be taken wholly or partly in advance before the employee has become entitled to the annual leave.

30.4 Payment for period of annual leave

The Employer shall pay an employee in advance before the commencement of the employee's annual leave, the employee's current rate of pay for the period of leave.

30.5 Annual Leave Loading

30.5.1 Day work

When an employee (other than a shift worker) proceeds on annual leave, the employee must also be paid a loading equal to 17.5% calculated on the wages prescribed in clause 18.

30.5.2 Shift work

An employee who would have worked on shift work had they not been on leave must be paid a loading equal to 17.5% of the wages prescribed in clause 18 or the shift allowance prescribed in clause 21.3 and/or extras for Saturday and Sunday work according to their roster, whichever is the greater but not both.

30.5.3 Provided that when during the probation period the employee has worked for part of the period as a day worker and for the other part as a shift worker, under one or more of the shift provisions, the loading shall be applied in proportion to the number of weeks worked under each condition.

30.5.4 The annual leave loading prescribed in this section shall not apply to proportionate payment of leave on termination of employment.

30.6 Annual leave exclusive of other leave

30.6.1 If the period during which an employee takes paid annual leave includes an observed public holiday where the Employee is based, the employee is taken not to be on paid annual leave on that public holiday; or

30.6.2 If the period during which an employee takes paid annual leave includes a period of any other leave (other than unpaid parental leave) or (community service leave) the employee is taken not to be on paid annual leave for the period of that other leave or absences.

30.7 Close down

Where the Employer closes down its plant or section/s of it, for the purpose of allowing annual leave to all or the majority of the employees in the plant or section/s concerned, the following provisions shall apply:

- (a) the Employer gives not less than one (1) month's notice of its intention to do so, and
- (b) an employee who has accrued sufficient leave to cover the period of the close down is allowed leave and paid for that leave at the appropriate wage in accordance with clauses 18 and 30.5; and
- (c) an employee who has not accrued sufficient leave to cover part or all of the close down is allowed paid leave for the period for which they have accrued sufficient leave together with pay for any public holiday which occurs during the close down period and may be given unpaid leave for the remainder of the closedown; and
- (d) where an employee is engaged after the giving of such notice as prescribed in clause 30.7(a), notice of intention of the employer to close down its plant or a section or sections thereof is to be given on the date of the employee's engagement.

30.8 Payment on termination

30.8.1 On termination of employment, an employee must be paid at the employee's ordinary rate of pay for annual leave accrued that has not been taken. Annual leave loading does not apply to proportionate leave on termination.

30.8.2 Where annual leave has been taken in advance by an employee pursuant to clause 30.3 and the employment of the employee is terminated before the employee has completed the period of employment in respect of which such annual leave was taken and;

- (a) the sum paid by the Employer to the employee for the annual leave taken in advance exceeds the sum which the employer is required by pay to the employee under clause 30.8.1 then;
- (b) the Employer shall be entitled to deduct the amount of such excess from any remuneration payable to the employee upon termination of the employment.

30.9 Calculation of continuous service

For the purposes of this Agreement, a year of employment shall be deemed to be unbroken notwithstanding:

30.9.1 Any annual leave or long service leave taken therein;

30.9.2 Any interruption or ending of the employment by the Employer if such interruption or ending is made with the intention of avoiding obligations in respect of annual leave or long service leave;

- 30.9.3 Any absence from work of not more than 152 working hours in the year of employment on account of sickness or accident;
- 30.9.4 Any absence on account of leave (other than annual leave or long service leave) granted, imposed or agreed to by the Employer;
- 30.9.5 Any absence on any other account not involving termination of employment;
- 30.9.6 And in calculating a year of employment, any absence of a kind mentioned in 30.9.1, 30.9.2 or 30.9.3 shall be counted as part of the year of employment but in respect of absences of a kind mentioned in 30.9.4 and 30.9.5, it will be necessary for the employee as part of the qualification for annual leave to serve such additional period as equals the period of such absences.

30.10 Definition of ordinary pay

- 30.10.1 For the purposes of this clause “ordinary pay” in relation to an employee, means remuneration for the employee’s normal weekly number of hours of work calculated at the ordinary time rate of pay.
- 30.10.2 For the purposes of clause 30.10.1 hereof:
- (a) where no ordinary time rate of pay is fixed for an employee’s work under the terms of employment the ordinary time rate of pay shall be deemed to be the average weekly rate earned by the employee during the period in respect of which the right to the annual leave accrues;
 - (b) where no normal weekly number of hours is fixed for an employee under the terms of employment, the normal weekly numbers of hours of work shall be deemed to be the average weekly number of hours worked by the employee during the period in respect of which the right to annual leave accrues.

31. PERSONAL/CARER’S AND COMPASSIONATE LEAVE

31.1 Personal/carer’s leave and compassionate leave are provided for in the NES.

- (a) Employees other than casual employees will accrue 10 days paid personal leave progressively during each year for absences from work for the following reasons:
 - i) due to personal illness or injury (sick leave); or
 - ii) to provide care or support to a member of their immediate family or household, who requires care because of a personal injury, illness or unexpected emergency. This entitlement is subject to the employee being responsible for the care of the person concerned.

For the purposes of accruals, the maximum number of hours to be accrued will be based on a 38 hour week being; 7.6 hours x 10 days = 76 hours per annum. Part time employees will accrue on a pro rata basis per their working hours.

Subject to any statutory obligations to the contrary, personal/carer’s leave entitlement will be calculated and paid on the basis of an employee’s ordinary rate of pay (not including incentive-based payments and bonuses, loadings, allowances, penalty rates or similar entitlements) for the employee’s ordinary hours of work. Where an employee works a day where the ordinary hours of work are greater than 7.6 hours, and the employee takes personal leave on that day, the employee will be deducted 7.6 hours of leave from their

accrued leave balance but will be paid for the ordinary hours they were otherwise rostered for on that day.

- (b) Paid personal/carer's leave is cumulative.
- (c) Where an employee has exhausted all paid personal leave entitlements, they are entitled to take unpaid carer's leave as mutually agreed with the Employer. In the absence of agreement, the employee is entitled to take up to two (2) days of unpaid carer's leave for each permissible occasion provided the employee complies with the notice and evidence requirements of clause 31.4.
- (d) Employees other than a casual employee are entitled to three (3) days paid compassionate leave for each permissible occasion when a member of their immediate family or household sustains a life threatening illness or injury; or after the death of a member of their immediate family or household. Compassionate leave is not cumulative.
- (e) Casual employees are eligible for unpaid carer's leave and unpaid compassionate leave.
- (f) A member of the employee's immediate family means a spouse, de facto partner, child (including an adopted child, stepchild or ex-nuptial child), parent, grandparent, grandchild or sibling of an employee; or a child (including an adopted child, stepchild or ex-nuptial child), parent, grandparent, grandchild or sibling of the employee's spouse or de facto partner.

31.2 Absence on an unpaid day off

Where an employee is absent as the result of personal injury or ill health, and such absences coincides with an unpaid day off, then the unpaid day off shall take precedence and personal leave will not apply.

31.3 Sick Leave

- (a) When taking sick leave the employee must provide at least two (2) hours' notice before their next rostered start time unless they have good reason for not doing so. If it is not practicable for the employee to give prior notice of absence, the employee must notify the employer by telephone at the first opportunity during the ordinary hours of the first day or shift of such absence and before the cessation of their shift.
- (b) The notice must include the reason for taking such leave and the estimated length of the absence.
- (c) The employee must provide evidence according to the provisions of the NES such as a medical certificate or statutory declaration that they was unable to work because of personal illness or injury.
- (d) An employee shall be paid sick leave in respect of the first five (5) single personal sick days in a year. In addition:
 - i. after five (5) single paid personal sick days without a medical certificate payment for further single personal leave days during the year will only be made with the employee providing the required evidence.
 - ii. should an employee, without reasonable cause, not notify the Employer prior to or within the normal working hours of that day or shift, clause 31.4(c) will apply.
 - iii. in the event that an employee takes sick leave for days that immediately precede or follow a public holiday, then the employee must provide evidence in accordance with clause 31.3(c).

- (e) Where an employee is absent on sick leave on a day immediately before or after an unpaid day off, such employee shall in every case provide the employer with a medical certificate or a statutory declaration. Where, in such a case a medical certificate or a statutory declaration is not provided, no entitlement to sick pay shall exist for such absence.
- (f) In addition, upon termination or resignation for whatever reason except in the case of misconduct, poor performance or redundancy, the Employer shall pay to the employee unused sick leave entitlements on the following scale:

0-5 years' service	-	Nil
5-10 years' service	-	30%
10 or more years' service	-	60% up to a maximum of 500 hours

31.4 Carer's Leave

- (a) An employee is entitled to use up to 76 hours of personal leave in any twelve (12) month period to care for members of their immediately family or household subject to the employee being responsible for the care and support of the person concerned.
- (b) By agreement between the Employer and employee, the employee may access additional personal leave for carer's leave.
- (c) Before taking carer's leave, an employee must notify their supervisor/manager at least two (2) hours prior to their next rostered start time unless there is good reason for not doing so. If it is not practicable for the employee to give prior notice, the employee must provide notice by telephone at the first opportunity on the day of absence.
- (d) The notice must include the name of the person requiring care, their relationship to the employee, the reasons for taking such leave and the estimated length of the absence.
- (e) The employee must, if required by the Employer, establish by production of reasonable evidence acceptable to the employer or a statutory declaration, the nature of the emergency or illness of the person concerned and that the emergency or illness is such as to require care by another.
- (f) In normal circumstances an employee is not entitled to take carer's leave where another person has taken leave to care for the same person.

31.5 Compassionate Leave

- (a) An employee is entitled to take the compassionate leave in a single unbroken period, in separate periods of one (1) day each or any separate periods agreed between the employee and the Employer.
- (b) Where the employee is taking compassionate leave to spend time with a family member of the employee's immediate family or household who has a life threatening illness or injury the employee is entitled to start to take the compassionate leave at any time while the illness or injury persists.
- (c) The employee must, if required by the Employer, establish by production of reasonable evidence acceptable to the employer or a statutory declaration, proof of the requirement for compassionate leave.

31.6 Family and Domestic Violence Leave

Family and domestic violence leave is paid leave for an employee who is experiencing family and domestic violence so that they can do something to deal with the impact of family and domestic violence where it is not practical for them to do so outside of their ordinary working hours.

- (a) Family and domestic violence means violent, threatening or other abusive behaviour by certain individuals known to an employee.
- (b) These individuals can include:
 - i) an employee's close relative,
 - ii) a member of an employee's household, or
 - iii) a current or former intimate partner of an employee.
- (c) A close relative is:
 - i) an employee's:
 - o spouse or former spouse
 - o de facto partner or former de facto partner
 - o child
 - o parent
 - o grandparent
 - o grandchild
 - o sibling
 - ii) an employee's current or former spouse or de facto partner's child, parent, grandparent, grandchild or sibling, or
 - iii) a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.
- (d) Pursuant to the NES, all Employees are entitled to 10 days paid Family and Domestic Violence Leave per 12 month period. The full balance of the entitlement is available to the Employee on each service anniversary date with the Employer. The entitlement to paid Family and Domestic Violence Leave does not accrue progressively, and an unused balance does not accumulate or carry over.
- (e) Pursuant to the NES, Family and Domestic Violence Leave is paid at the full rate of pay for the leave, including relevant penalties and loadings.

31.7 Mental Health Support

- (a) As part of the Employer's commitment to supporting the health and wellbeing of the workforce, for the roll out of mental health training, the Employer will provide Union delegates with access to the training that is occurring at their site. This training will also be offered to other employees who may wish to participate.
- (b) To facilitate access to mental health support, the Employer will publish a list of all employees who have participated in such training at each site.

32. PARENTAL LEAVE

- 32.1 Parental leave (unpaid maternity, paternity or adoption leave) is currently provided for by the NES, which entitles employees with at least 12 months' continuous service to 52 weeks of unpaid parental leave.
- 32.2 Permanent full-time and part-time employees with at least 12 months' continuous service, shall, on the birth of a child, be entitled to 15 weeks paid Primary Carers leave, or two (2) weeks paid Secondary Carers leave. This entitlement is paid at the employee's base rate of pay that prevailed

at the time of commencement of the period of parental leave calculated on their ordinary hours of work per week.

33. COMMUNITY SERVICE LEAVE

33.1 Community service leave is provided for in the NES. Employees, including casual employees, can take community service leave such as:

- (a) Unpaid Voluntary emergency management activities (as defined in the NES).
- (b) Paid Voluntary emergency management activities (as defined in the NES). In addition to NES provisions, full time and part time employees are entitled to 10 days paid community services leave per year for voluntary emergency management activity. This leave is non-cumulative.

Employees are not eligible for paid Community Service leave for a voluntary emergency management activity if this activity occurs during a period in which the Employee is already on another form of leave, including being absent from work due to a public holiday.
- (c) Jury duty (including attendance for jury selection).

With the exception of 33.1(b) and 33.1(c), Community Service leave is unpaid. An employee applying for Community Service leave must comply with the notice and evidence requirements under the *Fair Work Act 2009*.

33.2 Payment to employees (and eligible casuals) on jury service

33.2.1 An employee required to attend for jury service during their ordinary hours shall be reimbursed by the employer an amount equal to the difference between the amount paid to the employee in respect of their attendance for such jury service, and the amount the employee would have received from the employer in respect of the ordinary time the employee would have worked had the employee not been on jury service, or

33.2.2 In the case of eligible casual employees, the amount the employee could reasonably expect to have received from the employer as earnings for that period had the employee not been performing jury service.

33.2.3 An eligible casual employee means a casual employee employed by the employer on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months, and that the employee has a reasonable expectation of ongoing employment.

33.3 Notification and evidence

33.3.1 An employee shall notify the employer as soon as possible of the date on which the employee is required to attend for jury service.

33.3.2 The Employer may require the employee to provide evidence that would satisfy a reasonable person of his or her attendance, the duration of such attendance and the amount received in respect of such jury service.

34. PUBLIC HOLIDAYS

34.1 Prescribed public holidays

In this clause national public holiday means each of these days:

- (a) New Year's Day - 1 January
- (b) Australia Day - 26 January
- (c) Good Friday

- (d) Easter Saturday
- (e) Easter Monday
- (f) Anzac Day - 25 April
- (g) Christmas Day - 25 December
- (h) Boxing Day - 26 December
- (i) Grand Final Eve (as prescribed annually)

In addition, where a State, Territory or locality declare other public holidays those days shall constitute additional holidays for the purpose of this Agreement i.e:

- (j) King's Birthday
- (k) Labour Day
- (l) Warrnambool Cup Day

34.1.1 In the event that an additional national, state or local public holiday is declared or gazetted, the Employer will engage with impacted employees about the proposed roster and make reasonable efforts to accommodate the taking of this day.

- (a) Where this is not possible due to operational needs, the Employer will seek volunteers prior to making a reasonable request to those otherwise rostered to work.
- (b) Where a request is made by the Employer for volunteers in 34.1.1(a), the Employer will make this request, where reasonably practicable two (2) weeks in advance of the date of the public holiday.

34.2 Public holidays falling on a weekend

- (a) When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December.
- (b) When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 28 December.
- (c) When New Year's Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on the next Monday.

34.3 Substituting public holidays

The Employer and the employees may agree to substitute an alternative day for any prescribed public holiday in this clause. For this purpose, the consent of the majority of affected employees shall constitute agreement. An agreement pursuant to this sub-clause shall be recorded in writing and be available to all affected employees.

34.4 Payment for work on a public holiday

34.4.1 Double time and a half shall be the rate payable for all work performed on a public holiday as prescribed by this clause. Such rates are to be in substitution for and not cumulative upon the shift allowances provided for in this Agreement. Work performed on Good Friday and Christmas day shall be paid at triple time.

34.4.2 For Christmas Day that falls on a weekend, triple time applies, however, on the Gazetted day for Christmas day double time and a half applies. Employees who work both Christmas Day and the gazetted day as per clause 34.2, shall receive triple time for Christmas day and ordinary time for the gazetted day.

34.4.3 A shift worker ready, available and willing to work, who is rostered to work on a public holiday shall be paid a minimum of 7.6 hours at a rate of double time and a half.

- 34.4.4 Any day worker required to work on a holiday shall be paid double time and a half for the time (with a minimum of 3.8 hours) and ordinary rates for the remainder of the day.
- 34.4.5 Provided further that when such holiday occurs on a shift worker's rostered day off, the employee shall be given:
- (a) within four (4) weeks following the date on which such holidays occurred:
 - one extra day's pay ; or
 - equal time off in lieu thereof; or
 - (b) one (1) day shall be added to the employee's annual leave.

35. WORKCOVER/ TAC TOP-UP

35.1 In relation to Accident make up pay and TAC top up the following shall apply:

- (a) For employees with less than 12 months service – standard Award make up.
- (b) For employees with more than 12 months but less than two (2) year's service – 52 weeks full make up.
- (c) For employees with more than two (2) year's service – 104 weeks full make up.

Make up pay shall be on the basis of the previous 12 months average earnings, excluding overtime.

35.2 Accident make-up pay

35.2.1 Where an employee becomes entitled to weekly compensation payments pursuant to the *Workplace Injury Rehabilitation and Compensation Act 2013 (the WIRC Act)* the Employer will pay to the employee an amount equivalent to the difference between:

- (a) the level of weekly compensation and any weekly wages earned or able to be earned if partially incapacitated; and
- (b) the amount that would have been payable under this Agreement for the classification of work if the employee had been performing their normal duties, provided that such rate shall exclude additional remuneration by way of attendance bonus payments, shift premiums, overtime payments, special rates, fares and travelling allowances or other similar payments.

35.2.2 Accident make-up pay shall not apply:

- (a) in respect of any injury during the first five (5) normal working days of incapacity;
- (b) to any incapacity occurring during the first one (1) week of employment unless such incapacity continues beyond the first two (2) weeks, in which case the accident pay will only apply after the first two weeks;
- (c) where in accordance with the *WIRC Act*, a medical practitioner provides information to an Employer of an employee's fitness for work or specific work for which an employee has a capacity and such work is made available by an Employer but not commenced by an employee.

35.2.3 Industrial diseases contracted by a gradual process or injuries subject to recurrence, aggravation or acceleration shall not be subject to the accident make-up pay unless the employee has been employed with the Employer at the time of the incapacity for a minimum period of one (1) month.

- 35.2.4 The maximum period or aggregate of periods of accident make-up pay to be made by an Employer shall be a total of 39 weeks for any one (1) injury.
- 35.2.5 Where an employee receives weekly payment under this section and subsequently such payment is reduced pursuant to the *WIRC Act*, such reduction will not render the Employer liable to increase the amount of accident pay in respect of that injury.
- 35.2.6 Entitlement to accident make-up pay ceases on termination of the employee's employment, except where such termination:
- (a) is by the Employer other than for reason of the employee's serious and/or wilful misconduct; or
 - (b) arises from a declaration of bankruptcy or liquidation of the Employer, in which case the employee's entitlement in the absence of agreement shall be determined by the relevant State legislation.
- 35.2.7 An employee, on engagement, may be required to declare all workers compensation claims made in the previous five years, and in the event of false or inaccurate information being deliberately and knowingly declared, the Employer may require the employee to forfeit entitlement to accident make-up pay under this clause.
- 35.2.8 All rights to accident make-up pay shall cease on the death of the employee.
- 35.2.9 The Employer may terminate a seasonal employee at the conclusion of the season and/or a student undergoing a course of full-time study and in both cases the payment of accident make-up pay shall cease upon their termination.

36. DISCIPLINARY PROCEDURE

- (a) The Employer may initiate its disciplinary process at any time where the Employer has reason to believe that its expected standards of performance or conduct have not been met.
- (b) The Employer will advise the employee that they may, throughout this process, seek to have a Union official or delegate present. The expectation of the parties is that employees will speak on their own behalf when answering questions relating to their conduct in a disciplinary process or investigation, but this does not restrict the Union official or delegate from representing an employee.
- (c) The Employer may have regard to previous warnings on an employee's file where they relate to the same or similar performance or conduct issues being considered at the time, to the extent that such previous warnings are not more than 12 months old. This will not apply to circumstances where the Employer is considering the termination of employment of an employee for serious misconduct.
- (d) The Employer will not unreasonably delay in the conducting of any disciplinary process it deems necessary. This provision will not be used as a means of rushing a process to avoid an employee being able to have a union official present.

Nothing in this clause changes either parties' rights or entitlements at law in relation to disciplinary matters.

37. UNION DELEGATES AND UNION MATTERS

37.1 Union Meetings

By mutual agreement meetings may be held to discuss matters relating to the application of this Agreement. Except as otherwise agreed seven (7) days' notice of the meeting will be given to the Employer. Workers attending union meetings on site will be granted paid time up to four (4) hours ordinary time per annum. Satisfactory arrangements must be made to ensure that operations are not disrupted and to allowing for a skeleton staff to keep production running.

37.2 Delegates

The Employer recognises Union delegates who are elected by the employees as the on-site representatives of the Union. Delegates may be allowed reasonable time during normal work hours to attend proceedings relating to dispute resolution or matters covered under the terms of this Agreement where adequate notice has been provided to, and agreement is reached with, production management. Agreement will not be unreasonably withheld.

37.3 Representation and Communication with Employees

37.3.1 An authorised Union representative is entitled to enter the premises at reasonable times for the following purposes:

- (a) involvement under the disputes procedure of this Agreement;
- (b) distributing written information to Union delegates or employees; and
- (c) if requested by an employee, induction of that employee.

Provided that adequate notice has been provided to, and agreement is reached with, operations management.

These purposes are separate from right of entry under the *Fair Work Act* to investigate suspected contraventions or to hold discussions.

37.3.2 For the purposes of this clause the Union commits to:

- (a) Provide at least 24 hours' notice where possible of its intention to visit the site for the above purposes.
- (b) Acknowledge that the business needs to run effectively and will not unreasonably affect the operations of the business in its requests or disrupt or interfere with the Employer's business or operation when on site; and
- (c) Recognise and comply with all health, safety, EEO and security protocols when visiting the site.

37.3.3 All Union Delegates will be notified by email as soon as the Employer becomes aware that a new employee(s) will be attending the site for an induction. After finding out which delegates are on site, the Employer will contact, via telephone, and speak to at least one (1) delegate to confirm attendance at the induction. At least one (1) delegate will be afforded the necessary time to attend the induction session to explain and introduce this Agreement. To facilitate this process delegates will also be supplied with written information about each new employee which will include their name, workplace location and shift.

37.3.4 Subject to prior approval of the Employer, additional on-site meetings may be held to consider and discuss matters relating to this Agreement. If the delegate is required to

attend such a meeting outside their normal shift hours, they will be paid a minimum of two (2) hours ordinary time (this is not overtime, nor does it count towards ordinary hours worked). A request for such meetings will not be unreasonably refused by the Employer.

37.4 Union Training Leave

- 37.4.1 The Employer will allow an elected UWU delegate with more than six (6) month's continuous service to attend Union training. Such training time will be paid at the employee's ordinary rate of pay.
- 37.4.2 Entitlement to Union Training Leave will be calculated on the basis of seven (7) days per financial year, per delegate. The leave shall be pooled between delegates at each site, provided that no single delegate takes more than ten (10) days paid training leave in a financial year, which may include Return to Work training. Requests for further release of delegates to attend regional and state conferences or industry related training, in addition to the seven (7) days per annum, would be subject to application and prior approval by the Employer. Each request will be reviewed on a case-by-case basis and approval for release of delegates would be subject to the Employer's operational requirements at the time of the request. Agreement will not be unreasonably withheld.
- a) The initial delegates training of four (4) days shall not count towards the seven (7) day limit set out in clause 37.1.
 - b) The union delegate shall by way of application provide fourteen days' notice of their intended attendance at such a course. This may be less by way of mutual agreement.
 - c) Leave of absence granted under this clause, shall count as service for all purposes of this Agreement. Payment will also made when training takes place on a non-rostered day(s).
- 37.4.3 In the event a scheduled rostered day off falls within the period of leave approved pursuant to this clause, no alternative day of leave shall be substituted in lieu.
- 37.4.4 All expenses (such as travel, accommodation and meals) incurred by the employee attending a training course, as provided in this clause, shall be the responsibility of the employee or the Union.
- a) To meet the operational needs of site, the number of delegates entitled to access leave under this clause will be limited to ensure adequate delegate coverage on site is maintained.
 - i) Where more than 50 employees, but not more than 100 employees, covered by this Agreement are rostered on site in the Allansford plant, three (3) workers may be granted leave under this clause.
 - ii) Where more than 100 employees, but not more than 200 employees, covered by this Agreement are rostered on site in the Allansford plant, four (4) workers may be granted leave under this clause.
 - iii) Where more than 200 employees covered by this Agreement are rostered on site in the Allansford plant, additional discussion will be held between the Union and site management to determine whether there is a need for more than four (4) workers to access leave under this clause.
 - iv) This does not apply to initial training detailed in clause 37.4.2(a).

37.5 Notice Board

The Employer will provide a notice board in a suitable prominent location (i.e. lunch room) at the site for the purpose of posting any notice in connection with this Agreement.

37.6 Payroll Deductions

Where written authorisation (payroll deduction authority form) is given by the employee, the employer will deduct union membership fees from the employees' wages and remit them along with a schedule of such contributions on a monthly basis.

38. AGREEMENT

38.1 Each employee will, upon request, be provided with a copy of this Agreement.

39. NO EXTRA CLAIMS

39.1 This Agreement is exhaustive of the terms and conditions of employment of employees covered by this Agreement and to whom this Agreement applies.

The parties agree that during the Term of this Agreement there will not be any claims made by either party on the other for improvements to wages, conditions, or for additional benefits.

40. SIGNATORIES

Signed on Behalf of **Saputo Dairy Australia Pty Ltd**
Level 14, 28 Freshwater Place, Southbank VIC 3006

Signed *Craig Wallace*
Full Name Craig Wallace
Position Regional Operations Manager
Date 23 November 2023

Signed on Behalf of **United Workers Union**
833 Bourke Street, Docklands VIC 3008

Signed *Mel Gatfield*
Full Name Mel Gatfield
Position Director
Date 27 November 2023

APPENDIX A

CLASSIFICATION LEVELS – PRODUCTION

Level 1a

A level 1a employee is an employee with little or no experience in the dairy processing industry, or an employee with little or no processing experience with this company performing work within this level. No formal qualifications are required at this level, although the ability to read and write English to an acceptable level is necessary. An employee can be a level 1b after a minimum of 4 weeks continuous employment but no later than three months of continuous employment.

An employee at this level may work on process / packing lines in the Cheese, Milk Powder, Whey Powder, Butter, Milk Packaging and Mil Lel departments, as well as in the laboratory.

An employee at this level will typically:

- Perform general packing / wrapping / bagging duties on process lines
- Perform general cleaning duties
- Work under direct supervision and instruction
- Be required to exercise minimal judgement
- Conform to the company standards for personal hygiene and food hygiene
- Work in accordance with safe working practices and procedures
- Work safely with corrosive chemicals
- Conform with Personal Protective Equipment (PPE) requirements
- Conform with company policies and procedures
- Work effectively as part of a team
- Be responsible for the quality of their own work within the scope of this level
- Identify problems and bring them to the attention of the supervisor, within the scope of this level
- Collect product samples hygienically, where required
- Complete basic production paperwork

Level 1b

A level 1b employee has completed a minimum of 4 weeks continuous employment, or its equivalent, at level 1a, and has satisfactorily met the requirements of level 1a. An employee at this level performs work above and beyond the skills of an employee at level 1a, within the scope of their level of training.

An employee at this level may work on process / packing lines in the Cheese, Milk Powder, Whey Powder, Butter, Milk Packaging and Mil Lel departments.

An employee at this level will typically, in addition to the requirements of level 1a:

- Work under general supervision and instruction
- Understand and undertake basic quality control / assurance procedures including the ability to recognise basic quality deviations / faults to facilitate corrective action
- Exchange information with other members of the team
- Perform basic work procedures on various automatic, semi-automatic or single purpose machines or items of equipment
- Be required to use hand trolleys and manual pallet jacks within the work area
- Operate flexibly between work stations
- Be familiar with the layout of the plant and product flow through the immediate work area
- Be required to collect and prepare samples, equipment and reagents for testing (in laboratory)

Level 2

A level 2 employee is an employee who has satisfactorily met the requirements of level 1b, has demonstrated competency in the duties at level 1b, and has at least 1 season's experience with the company at level 1a / 1b. In the case of employees who are not required for a full season, 3 months continuous employment, or its equivalent in the case of casual employees, constitutes a season. An employee at this level performs work above and beyond the skills of an employee at level 1b, within the scope of their level of training.

An employee at this level may work in the Cheese, Milk Powder, Whey Powder, Butter, Milk Packaging and Mil Lel departments, as well as in the laboratory.

An employee at this level will typically, in addition to the requirements of level 1b:

- Undertake basic inventory control in the context of the production process
- Be required to record measurements and readings on charts, including performing calculations using a calculator as necessary
- Possess basic keyboard skills
- Be responsible for the quality of their own work within the scope of this level
- Work effectively under limited supervision
- Be required to assist in the training of other team members at lower classification
- Provide assistance and guidance to other team members at lower classification

Level 3

A level 3 employee is an employee who has satisfactorily met the requirements of level 2 and has demonstrated competency in the duties at level 2. An employee at this level performs work above and beyond the skills of an employee at level 2, within the scope of their level of training.

In addition, an employee at level 3 will possess a Short Course Qualification Ticket (SCQT) that is directly relevant to the job being performed, or agrees to obtain the relevant SCQT as soon as possible. In the latter case, should the employee fail to successfully complete the SCQT, they will revert to a level 2 role and pay classification. Specific extenuating circumstances may be considered by Production Management should this occur. A list of SCQTs is detailed in clause 16.1.1 of this Agreement.

Prior to classification at level 3, the employee will assume the duties and responsibilities of the level 3 role on a trial on-the-job training basis. After the completion of the training period (training period may vary dependent on the skill level development), an employee running independently for a period of not less than three months will be Competency assessed to ensure employee is competent to perform duties at a higher level. This assessment will be completed by immediate manager and approved by Production Manager. Once competent the employee will be paid at the higher level.

The employee must commit to the completion of the required SCQT's within the 12 months from date of progression to the higher level. Should the employee fail to successfully complete the SCQT, they will revert to the lower pay classification. In consultation with management the employee may be given further opportunities to complete relevant SCQT's. Specific extenuating circumstances may be considered by Production Management should this occur.

An employee at this level may work in the Cheese, Milk Powder, Whey Powder, Milk Receiving, Starter Room, Butter, Milk Packaging and Mil Lel departments, as well as in the laboratory, and / or operate a forklift truck as their substantive role.

An employee at this level will typically, in addition to the requirements of level 2:

- Operate all machinery and items of equipment in the work area through the exercise of skills and knowledge beyond that of an employee at level 2
- Be required to measure and record quantities such as mass, volume, temperature and weight
- Be required to monitor the production process through basic operation of computer programme (as necessary in some areas)
- Possess the capacity to identify problems within the production process and take corrective action within pre-determined guidelines without reference to supervisors
- Work effectively under minimal or no supervision
- Interpret information such as production schedules and formulae
- Participate in discussions and meetings with supervisors over production issues
- Make detailed records of production measures and controls on template charts and forms
- Be aware of product specifications and the importance of the employee's role in the achievement of product specifications, and make decisions to ensure that product specifications are met, within the scope of this level

Level 4a

A level 4a employee is an employee who has satisfactorily met the requirements of level 3 and has demonstrated competency in the duties at level 3. An employee at this level performs work above and beyond the skills of an employee at level 3, within the scope of their level of training.

In addition, an employee at level 4a will possess two SCQTs that are directly relevant to the job being performed, or agrees to obtain the relevant SCQT(s) as soon as possible. The same conditions apply with respect to the successful completion of the SCQT(s) as for level 3.

Prior to classification at level 4a, the employee will assume the duties and responsibilities of the level 4a role on a trial on-the-job training basis. After the completion of the training period (training period may vary dependent on the skill level development), an employee running independently for a period of not less than three months will be Competency assessed to ensure employee is competent to perform duties at a higher level. This assessment will be completed by immediate manager and approved by Production Manager. Once competent the employee will be paid at the higher level.

The employee must commit to the completion of the required SCQT's within the 12 months from date of progression to the higher level. Should the employee fail to successfully complete the SCQT, they will revert to the lower pay classification. In consultation with management the employee may be given further opportunities to complete relevant SCQT's. Specific extenuating circumstances may be considered by Production Management should this occur.

An employee at this level may work in the Cheese, Milk Powder, Whey Powder, Milk Receival, Starter Room, Butter, and Milk Packaging departments, as well as in the laboratory.

An employee at this level will typically, in addition to the requirements of level 3:

- Assist in the on-the-job training of employees classified at levels 1,2 and 3
- Be familiar with all procedures in the work area to ensure that production targets are met
- Be familiar with all machines and items of equipment in the work area to the point of being able to dismantle and re-assemble the equipment in problem-solving mode within the scope of this level
- Assume a level of responsibility for the quality control in the work area, including the chemical and bacteriological quality of product
- Exercise high levels of judgement and discretion within their level of skill and training
- Obtain production samples using correct aseptic technique
- Carry out a range of laboratory test procedures

In addition,

- Proactive involvement in risk assessments and OH&S activities
- Demonstrate continuous improvement skills after completing relevant instruction or training

Training:

- Completion of management approved training for area of work area eg: OH&S, continuous improvement - may be structured on-the-job instruction or short course.

Level 4b

A level 4b employee is an employee who has satisfactorily met the requirements of level 4a and has demonstrated a high degree of competence and expertise at level 4a. An employee at this level performs work above and beyond the skills of an employee at level 4a, and is seen as a senior member of the production team, capable of operating with a high degree of confidence, self-sufficiency and initiative.

An employee at this level will typically, in addition to the requirements of level 4a

- Planning activities of workgroup/shift to ensure production targets are met
- Under direction, may give instruction to and coordinate work activities for the workgroup/shift
- Implement quality control techniques and procedures as required.
- Exercise discretion within the scope of this grade
- Advise Supervisor/Manager of progress and problems as necessary
- Make sure staff issues are attended to and raised with the Supervisor or Manager as necessary.
- Apply skills gained on completion of appropriate training and certification
- Proactive involvement in risk assessments and OH&S activities
- Be available to participate in OH&S Committee

In addition, an employee at level 4b will possess two SCQTs that are directly relevant to the job being performed, or agrees to obtain the relevant SCQT(s) as soon as possible. The same conditions apply with respect to the successful completion of the SCQT(s) as for level 3.

Prior to classification at level 4b, the employee will assume the duties and responsibilities of the level 4b role on a trial on-the-job training basis. After a period of 12 months satisfactory progress in the role, or a lesser time at the discretion of Production Management, the employee will be classified, and paid, at level 4b.

An employee at this level will have responsibility for work in any of the Cheese, Milk Powder, Whey Powder, Milk Receival, Starter Room, Butter and Milk Packaging departments, or in the laboratory.

Training

- Completion of "Leading the Whey" personal development course
- Completion of OH&S 5 day accredited training and other management approved training as required from time to time to support the Leading Hand role.

APPENDIX B

CLASSIFICATION LEVELS – LABORATORY

Level 1a

Preparation

A level 1a employee is an employee with little or no experience in the dairy processing industry, or an employee with little or no laboratory experience performing work within this level. No formal qualifications are required at this level, although the ability to read and write English to an acceptable level is necessary. An employee can be a level 1b after a minimum of 4 weeks continuous employment and by three months of continuous employment with successful completion of the required training and assessment.

An employee at this level will typically:

- Work effectively under supervision and instruction
- Be responsible for the quality of their own work within the scope of this level
- Work in accordance with safe work practices and procedures
- Adhere to Personal Protective Equipment (PPE) requirements
- Conform with company policies and procedures
- Work effectively as part of a team
- Complete basic laboratory paperwork

Training and assessment:

At this level training will be undertaken on defined tasks in the agreed laboratory classification structure. Successful completion of the specified training is required prior to progressing to level 1b.

Level 1b

Sample collection and registration

A level 1b employee has completed a minimum of 4 weeks continuous employment, or its equivalent, at level 1a, and has satisfactorily met the requirements of level 1a and successfully completed the required training. An employee at this level performs work above and beyond the skills of an employee at level 1a, within the scope of their level of training.

An employee at this level will typically, in addition to the requirements of level 1a:

- Work under general supervision and instruction
- Understand and undertake basic quality control / assurance procedures including the ability to recognise basic quality deviations / faults to facilitate corrective action
- Exchange information with other members of the team

Training and assessment:

At this level training will be undertaken on defined tasks in the agreed laboratory classification structure. Completion of up to 3 months continuous employment and successful completion of the specified training and assessment is required prior to progressing to level 2.

Level 2

Process control and basic product testing

A level 2 employee is an employee who has satisfactorily met the requirements of level 1b, and has demonstrated competency in the duties at level 1b. An employee at this level performs work above and beyond the skills of an employee at level 1b, within the scope of their level of training.

An employee at this level will typically, in addition to the requirements of level 1b:

- Work effectively under limited supervision
- Be responsible for the quality of their own work within the scope of this level

Training and assessment:

At this level training will be undertaken on defined tasks in the agreed laboratory classification structure. Completion of 3-6 months continuous employment at level 2 and successful completion of the specified training and assessment is required prior to progressing to level 3.

Level 3

Final product testing

A level 3 employee is an employee who has satisfactorily met the requirements of level 2 and has demonstrated competency in the duties at level 2. An employee at this level performs work above and beyond the skills of an employee at level 2, within the scope of their level of training.

An employee at this level will typically, in addition to the requirements of level 2:

- Work effectively under minimal or no supervision
- Participate in discussions and meetings with supervisors regarding laboratory matters
- Provide assistance and guidance to other team members at lower classification levels and assist in the on-the-job training of employees classified at levels 1 & 2.
- Have the ability to identify problems within the laboratory process and take corrective action within the pre-determined guidelines without reference to supervisors.

Training and assessment:

At this level training will be undertaken on defined tasks in the agreed laboratory classification structure. Completion of 6-12 months continuous employment at level 3 and successful completion of the specified training and assessment is required prior to progressing to level 4a.

Level 4a

Skilled in confirming and releasing results

A level 4a employee is a permanent full-time or part-time employee who has completed a minimum of 12 months continuous employment and satisfactorily met the requirements of level 3 and has demonstrated competency in the duties at level 3. An employee at this level performs work above and beyond the skills of an employee at level 3, within the scope of their level of training.

An employee at this level will typically, in addition to the requirements of level 3:

- Exercise high levels of judgement and discretion within their level of skill and training
- Assist in the on-the-job training of employees classified at levels 1,2 and 3
- Be familiar with all procedures in the work area
- Proactive involvement in risk assessments and OH&S activities
- Demonstrate continuous improvement skills after completing relevant instruction or training

Training:

- Completion of management approved training for area of work area eg: OH&S, continuous improvement - may be structured on-the-job instruction or short course.
- Optional: "Leading the Whey" personal development course.