LIPA Pharmaceuticals Ltd — EMPLOYEE COLLECTIVE AGREEMENT

2018 - 2020
PART ONE – SCOPE OF THE AGREEMENT

1. TITLE

1.1 This Agreement shall be known as the Lipa Pharmaceuticals Ltd - Employee Collective Agreement 2018 - 2020 ("the Agreement").

2. PARTIES

2.1 The parties to this Agreement are:

(a) Lipa Pharmaceuticals Ltd ("the Employer"); and

(b) The Employer’s employees who are based at its site at 21 Reaghs Farm Road, Minto NSW and who fall within any of the classifications set out in part A1 of Appendix A (the “Employees”).

2.2 The Employer and the Employees, together, are described as the “Parties” in this Agreement.

2.3 For clarity, Appendix A contains the following classifications of employees:

(a) Manufacturing;
(b) LPB;
(c) Laboratory;
(d) Maintenance;
(e) Warehouse;

3. COVERAGE

3.1 This Agreement shall cover each and all of the Parties as set out in clause 2 above.

3.2 For abundant clarity, this Agreement does not cover:

(a) managerial and supervisory personnel;
(b) quality assurance personnel;
(c) engineering management including engineering graduates; and
(d) clerical and administration personnel.

3.3 Subject to clause 3.4, this Agreement shall constitute the entire agreement between the Parties and cover all terms and conditions of employment. It shall operate to the exclusion of any and all other enterprise agreements, awards or any other industrial instrument whatsoever.

3.4 Where Employees are employed pursuant to an individual employment contract, their individual employment contract will continue to operate in conjunction with this Agreement.

3.5 This Agreement excludes the operation of any award or agreement made under any law. Without limiting the generality of that exclusion the Agreement excludes the operation of any award of the Fair Work Commission (FWC) as well as any award of a State or Territory industrial tribunal.

3.6 Appendices A, B and C form part of this Agreement.
4. **TERM OF AGREEMENT**

4.1 This Agreement shall commence operation on the seventh day following the date of the approval by the FWC and shall continue for a period of two (2) years from that date.

4.2 Subject to clause 4.3, this Agreement shall continue to operate after the nominal expiry date until it is replaced by a new agreement.

4.3 After this Agreement has reached its nominal expiry date, the Parties may agree to terminate this Agreement pursuant to the *Fair Work Act 2009* (Cth), as amended.

5. **ACCESS TO THE AGREEMENT**

5.1 The Employer shall display a copy of this Agreement in a conspicuous and convenient place on the premises of the Employer so as to be easily accessed by Employees. By way of example, two copies may be placed in the canteen area.

6. **EMPLOYER’S VISION STATEMENT**

6.1 The Parties will work towards ensuring the Employer’s position as the leading contract manufacturer in the industry. The Employer’s Vision Statement is as follows:

   (a) to achieve growth in the pharmaceutical industry;
   (b) to provide competitive and GMP compliant products to our customers;
   (c) to maintain and develop a process of continuous improvement;
   (d) to ensure employees constantly seek improvements in safety, methods of production, work organisation, quality and any other areas which will enhance the effectiveness of the Employer’s operations;
   (e) to make a profit;
   (f) to develop a reputation as being a fair and reasonable Employer;
   (g) to provide a work environment that fosters Employee growth & development; and
   (h) to operate to internationally competitive standards.

7. **OBJECTIVES OF THE AGREEMENT**

7.1 The objective of this Agreement is to make the Employer an internationally competitive third party contract manufacturer of ‘over the counter’ (OTC) products and, in doing so, to create a viable, productive and enduring business offering secure employment and worthwhile careers for Employees.

7.2 The Employees and the Employer acknowledge that the purpose of this Agreement is to:

   (a) provide appropriate reward and recognition for Employees commensurate with performance; encourage Employees to develop skills and competencies to fulfil the requirements of their role
(b) encourage Employees to be innovative and flexible in their approach to their job;

(c) contribute to the creation of a work ethic amongst Employees wherein responsibility is accepted by both the individual and the team;

(d) establish and maintain a safe and healthy workplace;

(e) encourage Employees to achieve best practice standards in all aspects of the Employer’s operations;

(f) facilitate positive working relations and an adherence to dispute resolution procedures to avoid any disruption to the services provided by the Employer;

(g) increase competitiveness, efficiency and productivity, in order to provide increased employment opportunities and job security;

(h) ensure that rosters are designed in accordance with the operational requirements of the business of the Employer; and

(i) establish a progressive career advancement structure based on relevant competencies underpinned where appropriate by approved and accredited training programs recognising the business’ requirements.

8. NO EXTRA CLAIMS

8.1 The Parties to this Agreement acknowledge that this Agreement is intended to cover the field and settles all claims in relation to the terms and conditions of employment of the Employees to whom it covers.

8.2 The Parties further agree that they will not pursue any extra claims in relation to any matters for the duration of this Agreement.

9. AGREEMENT FLEXIBILITY

9.1 An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement (an “IFA”) to vary the effect of terms of this Agreement if:

(a) the agreement deals with 1 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 1 or more of the matters mentioned in paragraph (a); and

(c) the arrangement is genuinely agreed to by the Employer and Employee.

9.2 The Employer must ensure that the terms of the individual flexibility agreement:

(a) are about permitted matters under section 172 of the Fair Work Act 2009;

(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.

9.3 The employer must ensure that the individual flexibility arrangement:

(a) is in writing;
(b) include the name of the Employer and Employee;
(c) be signed by the Employer and Employee (or if the Employee is under 18 years of age, signed by a parent or guardian of the Employee);
(d) include details of:
   (i) the terms of the enterprise agreement that will be varied by the arrangement; and;
   (ii) how the arrangement will vary the effect of the terms; and
   (iii) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
(e) states the day on which the arrangement commences.

9.4 The Employer must give the Employee a copy of the individual flexibility agreement within 14 days after it is agreed to.

9.5 The Employer or Employee may terminate the individual flexibility agreement:

(a) by giving no more than 28 days’ written notice to the other party to the IFA; or
(b) if the Employer and Employee agree in writing — at any time.
10. DUTIES AND RESPONSIBILITIES

10.1 Employees must diligently and faithfully perform all the duties and responsibilities in accordance with their position and such other duties as may reasonably be required by the Employer from time to time.

10.2 Employees must:

(a) devote the whole of their working time, attention and use their best endeavours to further the development, reputation and business of the Employer;

(b) observe all lawful directions, orders, instructions and policies (as varied from time to time) of the Employer, although any such policies and procedures do not form part of this Agreement;

(c) serve the Employer faithfully, efficiently, diligently and exercise all due care and skill in the performance of duties;

(d) refrain from acting or giving the appearance of acting contrary to the interests of the Employer;

(e) be available to work as required within the Employee’s skill, competence and training;

(f) provide instruction and/or training to other Employees as required; and

(g) acquire and utilise additional skills as reasonably required by the Employer.

10.3 Due to the nature of the Employer’s business and the changing business environment in which the Employer operates in, the Parties acknowledge that from time to time it may be necessary for the Employer to implement changes to the operations of the business, and that such changes may involve the tasks and duties performed by one or more Employees.

10.4 Subject to clauses 18.1 and 19.3, the Employees acknowledge that, from time to time, the Employees may be required to perform different tasks and duties. In these circumstances, the Employer will consult with affected employees in accordance with clause 60 of this Agreement.

11. OTHER EMPLOYMENT AND CONFLICTS OF EMPLOYMENT

11.1 During the course of employment, Employees must seek prior written approval of the Employer if they wish to engage, directly or indirectly, in any employment or business that:

(a) is similar to, or competitive with, the business of the Employer; or

(b) may affect the Employee’s ability to perform their roles or dedicate the required time and attention to the Employer’s business.

12. SECURITY

12.1 The Employer’s workplace is subject to camera surveillance. Camera surveillance is necessary for safety and security. Surveillance is carried out on a continuous and ongoing basis.
12.2 All Employees agree to permit, upon request, the Employer's nominated representative to inspect any bags, containers, vehicles or other personal property brought onto the Employer's property. The Employer reserves the right to open and inspect all parcels, boxes, bags, cases and like containers being carried from the Employer's site.

12.3 The Employer will, where reasonably practicable, provide secure premises and/or equipment for the storage of personal items. Employees are required to leave bags in the appropriate change rooms.

12.4 Subject to clause 12.5, Employees must not remove any property of the Employer from the workplace unless items are removed in order for Employees to perform their duties, after which time the items must be returned.

12.5 Employees must inform the Employer about any property that they will be removing so that the Employer may record and keep track of its property and to avoid any misunderstandings.

12.6 The Employer will not be responsible for Employees' personal valuables or effects which are stolen, misplaced or broken whilst at work, unless said effects were required to be used in the Employees' normal course of duty.

12.7 Due to the nature of the industry, the health and safety of Employees, movement to work areas other than the Employee's own area is restricted unless such movement is required in the course of the Employee's duties. If this is the case, Employees are required to return to their area as soon as the immediate task is completed.

13. WORKPLACE HEALTH AND SAFETY OBLIGATIONS

13.1 The Employer is committed to providing a safe working environment that is without risk to the health and safety of Employees, customers, and other visitors to the Employer's site.

13.2 The Parties recognise that workplace health and safety is both an individual responsibility and a shared responsibility of all Employees.

13.3 Employees have a duty of care to themselves and to other employees, visitors and customers.

13.4 A healthy and hygienic environment is vital to the image and success of the Employer's business. Employees shall follow procedures contained within the Employer's GMP and WHS manuals to ensure maintenance of hygiene, although those policy documents do not form part of this Agreement.

13.5 Failure to follow work health and safety policies and procedures may result in disciplinary action being taken, which may lead to the termination of employment, including summary dismissal for serious misconduct.

13.6 Smoking is not permitted on the Employer’s grounds. Any Employee who fails to comply with this requirement may face disciplinary action up to and including termination of employment.

14. DRUG & ALCOHOL

14.1 The use of drugs and/or alcohol can be highly detrimental to the safety and productivity of Employees in the workplace.
14.2 Employees must not be under the influence of any alcohol or illegal drug whilst:
(a) in the workplace;
(b) on duty;
(c) attending business-related activities outside the workplace; or
(d) operating a vehicle or other equipment owned or leased by the Employer;
Such behaviour can result in disciplinary action that may include summary dismissal for misconduct. This also includes possession, distribution, transfer, purchase or selling of alcohol and/or drugs.

14.3 Employees are permitted to take medication prescribed by a medical practitioner, provided it does not adversely affect the Employee's job performance or the safety of the Employee or other individuals in the work environment.

14.4 Employees must declare to the Employer the use of any prescription drugs that may affect their performance or safety so that the Employer may take appropriate health and safety precautions for the Employee and the rest of the workforce. Any medication that does not adversely affect job performance or safety does not have to be declared to the Employer. Advice on efficacy or potential effects of prescribed medications should be sought from the Employee's prescribing medical practitioner.

14.5 Employees must present themselves in a 'fit for work' manner. Employees must inform their immediate supervisor, prior to commencing work, if the Employee is under the influence of drugs (prescribed or non-prescribed), alcohol or any other substance likely to affect the Employee's ability to perform their job safely. Employees must not take or possess non-prescribed drugs or alcohol while at work.

14.6 If the Employee fails to inform the Employee's immediate supervisor, prior to commencing work, that they are under the influence of drugs (prescribed or non-prescribed) or alcohol, such a failure may result in disciplinary action up to and including termination of employment.

14.7 Employees shall be subject to ongoing random drug and alcohol testing to ensure compliance with this clause and their fitness for work.

14.8 Further, Employees must:
(a) report to their supervisor or manager any accident, incident or hazard arising during the course of their employment, or which is related to safety in the workplace; and
(b) not misuse any equipment, plant or process that is provided to ensure workplace health and safety.

15. WORKERS COMPENSATION

15.1 Any Employee who sustains a work-related injury or illness, regardless of how minor the illness or injury appears, must inform the Employer or the Employer's representative immediately.
15.2 All absences from work must be supported by an original medical certificate from the Employee’s treating doctor. Copies of medical certificates will not be accepted.

15.3 Where an Employee wishes to lodge a Workers Compensation claim, the Employee must complete the Workers Compensation claim form and attach all medical reports, invoices, etc. and forward the documentation to the Employer, who will complete the form and submit the claim.

16. **ABANDONMENT OF EMPLOYMENT**

16.1 The Employer shall deem any Employee who fails to arrive for work for a continuous period of 3 working days, without the consent of the Employer, to have abandoned their employment.

16.2 During any period of non-attendance referred to in clause 16.1 above, the Employer shall make all reasonable attempts to contact the Employee to establish the Employee’s whereabouts or intentions in relation to their employment.

16.3 Where the Employee has not made contact with the Employer after a reasonable period of time, and where the Employer has not been able to contact the Employee, the Employee’s employment shall be terminated on the basis of abandonment.

16.4 Termination of employment by abandonment in accordance with this clause shall operate from the date of the last attendance at work or the last day’s absence in respect of which consent was granted, or the date of the last absence in respect of which notification was given to the Employer, whichever is the later.

17. **RELATIONSHIP TO EMPLOYER POLICIES & PROCEDURES**

17.1 This Agreement is supplemented by policies and procedures that are implemented by the Employer from time to time.

17.2 Such policies and procedures shall not reduce an Employee’s substantive entitlements contained within this Agreement, but may provide guidelines for the fair and efficient administration of the employment relationship.

17.3 Employees are required to comply with the Employer’s policies and procedures that are in operation. A failure to comply with a policy or procedure may result in disciplinary action that may include termination of employment.

17.4 The Employer may vary or terminate policies and procedures from time to time at its absolute discretion to meet its operational requirements.

17.5 Policies and procedures are not incorporated into this Agreement and do not form part of this Agreement.

18. **FLEXIBILITY**

18.1 The employer may direct an employee to carry out such duties which are within the limits of the employee’s skill, competence and training. The employer may direct an employee to carry out such duties, provided the employee possesses the relevant skills and competence to perform such tasks. Where the employee does not possess such skills and competence, appropriate training shall be facilitated.
18.2 Any direction issued by the employer pursuant to this clause shall be consistent with the employer's responsibility to provide a safe and healthy working environment for employees, and the employer's duty of care.

PART THREE – CONDITIONS OF EMPLOYMENT

19. ENGAGEMENT OF EMPLOYEES

19.1 An Employee may be employed as a full-time Employee, a part-time Employee or a casual Employee.

19.2 A full-time or a part-time Employee may be engaged on a fixed-term basis.

19.3 The Employer may from time to time and on any shift require an Employee to perform alternative duties at a similar level to those performed by the Employee and at the Employee's current rate of pay.

20. FULL-TIME EMPLOYEES

20.1 The Employer may employ full-time Employees in accordance with this Agreement in any of the classifications set out in Appendix C of this Agreement.

20.2 Full-time Employees are required to work 38 ordinary hours per week averaged over a roster cycle.

20.3 Full time employees may be required to work shift work in accordance with this Agreement.

21. PART-TIME EMPLOYEES

21.1 The Employer may employ part-time Employees in accordance with this Agreement in any of the classifications set out in Appendix C of this Agreement.

21.2 Part-time Employees will receive, on a pro rata basis, equivalent pay and conditions to those of full-time Employees who do the same kind of work.

21.3 Part-time Employees will work in accordance with a roster, which has been determined by the Employer in consultation with the Employee, on a regular basis for less than 38 hours per week.

21.4 Part-time Employees will be entitled to public holidays, annual leave and other leave as prescribed in this Agreement on a pro rata basis according to their hours/days of work.

21.5 Part-time Employees may agree with the Employer to vary their contracted working hours. Should a part-time Employee agree to work more than their contracted hours they will not receive a penalty rate for additional hours worked unless they work in excess of 38 hours per week or outside the span of hours for a full-time Employee.

22. FIXED TERM EMPLOYEES

22.1 The Employer may employ fixed-term Employees in accordance with this Agreement in any of the classifications set out in part A1 of Appendix A of this Agreement.

22.2 Fixed-term Employees are those who are engaged for a specified period of time, or for a specified task or project.
22.3 The period or nature of the employment will be specified in writing before the commencement of the Employee’s employment. The employment may be on a full-time or part-time basis.

23. CASUAL EMPLOYEES

23.1 A casual Employee is an Employee:
   (a) who is engaged and paid as such;
   (b) who is paid by the hour; and
   (c) whose employment is able to be terminated with one (1) shift's notice by either party.

23.2 If the Employer fails to provide a casual Employee with the required notice, the Employer shall pay to the Employee an amount equal to the wages the Employee would have earned had the Employee worked the notice period.

23.3 If an Employee fails to provide the required notice, the Employer shall have the right to withhold monies due to the Employee with a maximum amount equal to the wages the Employee would have earned for the period of notice.

23.4 Casual Employees shall be paid for a minimum of four (4) hours per engagement.

23.5 The Company commits to reviewing the status of casual employees on an ongoing basis.

24. RIGHT TO REQUEST CASUAL CONVERSION

24.1 A regular casual Employee who has been engaged by the Company for at least 12 months has the right to request that their employment be converted to full time or part time employment, assuming the employment is to continue beyond the conversion process. An irregular casual employee is one who has been engaged to perform work on an occasional or non-systematic or irregular basis.

24.2 Any request made under this clause must be in writing and provided to the Employer.

24.3 Where a regular casual Employee seeks to convert to full time or part time employment, the employer may agree or refuse the request within four (4) weeks, but the request may only be refused on reasonable grounds and after there has been consultation with the Employee.

24.4 A casual Employee must not be engaged and reengaged or have their hours reduced or varied, in order to avoid any right or obligation under this clause.

24.5 Nothing in this clause obliges a regular casual Employee to convert to full time or part time employment nor permits the Employer to require a regular casual employee to so convert.

25. PROBATION

25.1 Full-time, part-time and fixed-term Employees (who are employed for in excess of 3 months) shall be subject to a probationary period of six (6) months (or less if determined by the Employer).
25.2 The purpose of the probationary period is to enable the Parties to assess their suitability to work together.

25.3 Any probationary period shall be included in an Employee's total period of employment.

25.4 Should an Employee through illness, injury or for any other reason not be able to work the hours required during their probationary period, the Employer reserves the right to extend the probationary period for a period which is equivalent to the duration of any such absence.

26. STAND DOWN

26.1 An Employee will not be entitled to payment of wages for any time he/she cannot be usefully employed because of any power stoppage, and/or through any breakdown of machinery and/or suspension of TGA licence or stoppage of work for any other cause for which the Employer cannot reasonably be held responsible. Where a stand-down is applicable:

(a) Employees will receive at least 2 hours’ notice of such stand down (or 2 hours’ pay in lieu of notice);

(b) An Employee's continuity of service is not broken for the purposes of annual leave, personal leave and long service leave; and

(c) An Employee’s annual leave, personal leave and long service leave will continue to accrue as if he/she had not been stood down.

27. GRIEVANCE PROCEDURE

27.1 This clause applies to all grievances that are not governed by the Dispute Resolution process set out in clause 63.

27.2 The Employer is committed to the prompt and effective resolution of grievances. Management of the Employer will endeavour to provide fair resolution processes, decisions will be made with impartiality and due care and confidentiality will be respected. Grievances should always be treated with due seriousness and resolved as close to their source as is practicable.

27.3 The prime objective of grievance resolution procedure is to achieve a sound and fair settlement in the context of the following principles:

(a) grievances shall be handled as quickly as possible and will be treated seriously, sensitively and impartially, having due regard to procedural fairness;

(b) resolution of the grievance shall be as close as possible to the source;

(c) there shall be a desire by the parties involved to resolve the grievance in good faith;

(d) grievance resolution procedures and guidelines shall be seen as fair by all parties;

(e) individuals shall be encouraged to use the procedures with the assurance that there will not be any reprisal; and
(f) confidentiality shall be strictly observed by all participants and at all stages of the grievance procedure.

28. SUSPENSION FROM WORK

28.1 Where the Employer has sufficient reason to believe that an Employee has engaged in conduct that amounts to serious or wilful misconduct, the Employer may suspend the Employee from work without pay pending an investigation into the matter.

28.2 Prior to suspending the Employee, the Employer shall discuss the matter in question with the Employee.

28.3 Should the Employer make a finding at the conclusion of the investigation that the Employee did not engage in serious or wilful misconduct, the Employee shall be reinstated to their position and receive payment for the period of time they were suspended without pay.

PART FOUR – CESSATION OF EMPLOYMENT

29. TERMINATION WITH NOTICE

29.1 A full-time or part-time Employee’s employment may be terminated by either Party upon the provision of the relevant notice set out in the following table:

<table>
<thead>
<tr>
<th>Period of continuous service</th>
<th>Period of notice</th>
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<tbody>
<tr>
<td>1 year or less</td>
<td>1 week</td>
</tr>
<tr>
<td>Over 1 year and up to the completion of 3 years</td>
<td>2 weeks</td>
</tr>
<tr>
<td>Over 3 years and up to completion of 5 years</td>
<td>3 weeks</td>
</tr>
<tr>
<td>Over 5 Years</td>
<td>4 weeks</td>
</tr>
</tbody>
</table>

29.2 The period of notice required to be given by the Employer, as set out in the above table, is increased by 1 week if the Employee is over 45 years old and has completed at least 2 years of continuous service with the Employer.

29.3 The Employer may, at its discretion, elect to provide to an Employee a payment in lieu of the notice period set out in this clause if the Employer so elects. Such a payment must be equivalent to the amount the Employee would receive, based on their base rate of pay for ordinary hours worked, if they had have worked during the notice period.

29.4 The Employer may also elect, at its discretion, to provide an Employee with a payment in lieu of a proportion of the notice period, with the remainder of the notice period provided as actual notice.

29.5 A casual Employee’s employment may be terminated with one shifts’ notice (or payment in lieu of such notice)

29.6 The Employer and an Employee may agree, at any time, to apply a shorter period of notice in the event of a termination by the Employee.
29.7 Where an Employee does not provide the required period of notice in accordance with this clause, the Employer is entitled to withhold an amount of money equivalent to the period for which proper notice was not given.

29.8 Payment of all wages and other moneys due to the Employee shall be made within three working days from the date of termination or at such time as mutually agreed.

29.9 Any outstanding equipment, costs or moneys owed by an Employee to the Employer will be deducted from the final payment of moneys made to the Employee by the Employer on the termination of their employment.

29.10 The Employer will not charge any sum nor deduct any sum from Employees’ wages in respect of breakages or damages of equipment except in the case of wilful misconduct.

29.11 On termination of employment the Employee will be paid any accrued annual leave entitlements (at the same rate if it was taken) and long service leave entitlements. An Employee whose employment is terminated by the Employer on the working day immediately preceding a public holiday, otherwise than for misconduct, shall be paid for such public holiday.

29.12 If the Employee so requests, an Employer shall provide to the Employee a signed Statement of Service stating the Employee’s period of employment with the Employer and the Employee’s position.

30. **SERIOUS MISCONDUCT**

30.1 In addition to the Employer’s right to terminate an Employee’s employment with notice (or a payment in lieu of notice) in accordance with clause 29.1, the Employer has the right to terminate any Employee immediately without notice where the Employee engages in conduct that amounts to serious or wilful misconduct.

30.2 Serious or wilful misconduct includes, but is not limited to:

(a) offensive conduct such as fighting, verbal abuse, unlawful discrimination, harassment or bullying;

(b) theft, fraud, the falsification of records or other criminal behaviour;

(c) wilful or deliberate behaviour that is inconsistent with the continuation of the contract of employment;

(d) a serious breach of the Employee’s contract of employment;

(e) a refusal to carry out a lawful and reasonable direction that is consistent with the Employee’s position or contract of employment;

(f) a serious or major breach of the Employer’s policies or procedures;

(g) conduct that causes an imminent and serious risk to:

(1) the health and/or safety of a person; or

(2) the reputation, viability or profitability of the Employer’s business;
(h) a failure to keep confidential information confidential;
(i) a breach of the Employer's policies in relation to drug and alcohol;
(j) wilful damage to the Employer's property; and
(k) any other matter that would justify summary dismissal at common law.

30.3 On termination of employment the Employee will be paid any accrued annual leave and long service leave entitlements. Any Annual Leave accrued at the time of Termination will be paid at the same rate as if the leave was taken.

31. RETURN OF EMPLOYER PROPERTY

31.1 Upon the cessation of an Employee's employment for any reason (e.g. whether by termination at the initiative of the Employer or by resignation, abandonment, etc.), the Employee must deliver to the Employer, as soon as practicable after the cessation of employment:

(a) all documents in the Employee's possession or under his/her control (including all copies of any such documents) containing or relating in any way to any confidential information, intellectual property, or the business affairs of the Employer; and

(b) any other property belonging to the Employer (for example, keys, uniforms, equipment, swipe cards, locker keys, tools, etc.).

31.2 Failure to return Employer property could result in legal action by the Employer.

31.3 Should an Employee return any property belonging to the Employer which is damaged or otherwise not in good order (except for fair wear and tear), the Employer may deduct an amount of money from the Employee's termination payment that shall reasonably cover the cost of repairing or replacing the item.

32. REDUNDANCY

32.1 This clause does not apply to casual or fixed-term Employees.

32.2 "Redundancy" means a situation where the job being done by an Employee is no longer required to be done by anyone as a result of reorganisation, changed business practice, technological change, operational reasons or downturn in business.

32.3 "Retrenchment" occurs where employment is terminated as a result of redundancy.

32.4 Retrenchment does not apply to situations including, but not limited to, the following:

(a) where an Employee leaves the employ of the Employer at their own initiative;

(b) where the termination is a result of "total and permanent disablement" in accordance with any applicable superannuation laws or regulations in place from time to time;

(c) where the termination is without notice for serious misconduct;

(d) where the termination is a result of unsatisfactory performance which warrants termination with notice;
(e) retirement;
(f) abandonment of employment;
(g) where the Employer provides the affected Employee with suitable alternative employment;
(h) where there has been a transfer of business within the meaning of the Fair Work Act; and
(i) where Employees elect to change their employment status (for example, from full-time to part-time and the like).

32.5 "Suitable alternative employment" shall mean a position:

(a) of at least the same level having regard to the classifications of this Agreement or the relevant Modern Award, and which does not entail an unreasonable change of duties having regard to the Employee's current skills and abilities;
(b) that does not involve a reduction of salary, status or promotional opportunity; and
(c) which is in the same location or another location that is within reasonable commuting distance and which does not entail unreasonable changes in hours both having regard to family and personal commitments and historical use of public and private transport.

32.6 Where the Employer proposes to make redundancies, it will consult with affected Employees in accordance with clause 60 of this Agreement.

32.7 Where redundancies occur within a group of same/similar positions, leading to the need to make selections for retrenchment, the Employer will consider the following in coming to a decision as to which Employee/s to be retrenched:

(a) ability to discharge duties (i.e. skills match, performance, competencies, etc.);
(b) special circumstances such as the need to retain specific skills;
(c) any formal disciplinary history;
(d) Employee preferences for retrenchment within the group; and
(e) any other factors the Employer considers relevant.

32.8 All Employees to be retrenched will be given not less than one month's written notice or, at the Employer's election, payment in lieu of that notice.

32.9 If an Employee who has been given formal notice of retrenchment wishes to leave prior to the specific retrenchment date, he/she will not receive payments for the notice given which is not worked.

32.10 Where a termination by the Employer arises by reason of "technological change" in accordance with this clause, the Employer shall provide the Employee with three months' notice of the termination, or payment in lieu of part or all of such notice.
33. **SEVERANCE PAYMENTS**

33.1 In addition to the notice period required to be given as set out in clause 32, the following severance payments will be applicable in circumstances of redundancy:

(a) (3) three weeks’ pay for each year of continuous service or part thereof;

(b) A pro rata payment for each completed month of service for those with less than one full year of service; and

(c) An additional single payment of an additional two weeks’ pay for Employees over 45 years of age as at the time of redundancy;

However, severance payments will be capped at a maximum of 33 weeks’ pay.

33.2 For the purposes of this clause, any service performed by an Employee as a casual Employee will not be counted when calculating that Employee’s period of continuous service.

33.3 The Employer is not obliged to make a severance payment if it offers the Employee suitable alternative employment.

33.4 An Employee who has transferred from full-time to part-time employment or vice versa will be paid severance payments based pro rata on the actual time worked in each mode using the Employee’s "ordinary rate of pay" at the time of termination.

33.5 The phrase “weeks’ pay” means the rate of pay of the Employee as at the date of termination and includes all wages and shift allowances that apply to ordinary working hours.

33.6 Any severance payment made is confidential in nature and should not be disclosed to any other party, other than legal or financial advisers, except as required by law.

33.7 In addition to notice and severance payments outlined above, a retrenched Employee will also be paid:

(a) any accrued annual leave entitlements including loading; and

(b) accrued long service leave where appropriate in accordance with the *Long Service Leave Act 1955* (NSW).

33.8 The Employer may make available appropriate counselling and information services. Outplacement services will be made available to all retrenched Employees.

33.9 During the period of notice of termination (for reasons of redundancy) given by the Employer, an Employee may be allowed up to one day off without loss of pay during each week of notice, to a maximum of five weeks, for the purposes of seeking other employment. The time off will be taken at times that are convenient to the Employee after consultation with the Employer.

33.10 If the Employee has been allowed paid leave for more than one day during the notice period for the purposes of seeking other employment, the Employee shall, at the request of the Employer, be required to produce proof of attendance at an interview or the Employee shall not receive payment for the time absent.
PART FIVE – CLASSIFICATIONS AND RATES OF PAY

34. CLASSIFICATIONS AND RATES OF PAY

34.1 The classifications and rates of pay contained in Appendices A and B and C to this Agreement represent the minimum amount that an Employee will be paid at each classification.

34.2 The rates of pay in this Agreement will not fall below the rates of pay set out in any relevant Modern Award made under the Fair Work Act.

34.3 Upon commencing employment an Employee will be appointed to a classification and paid according to the rate of pay for that classification.

34.4 Higher rates of pay for an Employee within a classification are subject to the Employer’s discretion, and based upon an assessment made of each Employee in the annual performance review process set out in clause 36 of this Agreement.

34.5 Trainees and Apprentices shall be paid a percentage of the rates of pay contained in Appendices A and B to this Agreement, with such percentage to be based on the relevant percentages set out in the relevant modern award.

35. INCREASES TO PAY RATES

35.1 The rates of pay set out in Appendices A and B to this Agreement shall increase on the first full pay period on or after 1 February of each year.

36. PERFORMANCE REVIEWS

36.1 The Employer will conduct performance reviews with each Employee at least on an annual basis. A minimum rating will be required in an Employees Performance Review, to enable the employee to progress through the Competency and Training structures.

37. HIGHER DUTIES

37.1 Employees performing the duties of a relieving Group Leader or Staff Supervisor for one (1) day or more shall receive an additional allowance per day as set out in clause A2 of Appendix A.

37.2 Employees performing work of a higher classification than that in which the Employee is engaged shall be paid at the following rate:

(a) if so employed for at least one-half hour and less than two hours, be paid at the rate for such higher classification for the time so employed;

(b) if so employed for two hours or more, be paid the rate for the higher classification for the whole day.

37.3 Clause 37.2 does not apply where an Employee receives an allowance which is intended to compensate the Employee for performing the work.

37.4 Trainees and apprentices are not eligible to be paid for higher duties where they are performing supervised higher duties as part of their structured training.

38. SUPERANNUATION

38.1 The Employer will make superannuation contributions in accordance with superannuation guarantee legislation in operation, as varied from time to time.
38.2 The Employer’s default superannuation fund (Australian Super) is authorised to offer a MySuper product.

39. **FIRST AID ATTENDANTS**

39.1 An Employee who is appointed as a first-aid attendant shall be paid an additional payment as set out in clause A2 of Appendix A.

**PART SIX— BALANCING WORK AND PERSONAL LIFE**

40. **HOURS OF WORK**

40.1 Employees will be required to work in accordance with a roster in order to meet the business requirements of the operation.

40.2 Such rosters may involve working 38 hours per week averaged over a roster cycle. For example, employees may be required to work pursuant to a roster which:

(a) provides for continuous coverage (24 hours per day/5 days per week); or

(b) provides for dayshift and/or nightshift coverage over any 5 days.

40.3 Employees may be required to work for up to 7.6 ordinary hours per day.

40.4 The ordinary hours of work for full-time Employees, excluding shift workers, may be worked between 6am and 6pm, Monday to Friday.

40.5 The spread of ordinary hours may be varied by agreement between the Employer and a majority of the Employees affected by any proposed variation.

40.6 For timekeeping purposes, including the payment of overtime, periods of less than five minutes will be ignored and periods of greater than five minutes will be rounded up to fifteen minutes.

40.7 In determining all matters related to hours of work, the Employer will consult with Employees regarding changes to be made, in accordance with clause 60 of this Agreement.

41. **CHANGES TO ROSTERS**

41.1 The Employer may change the roster at its discretion to meet changing production, maintenance or manpower requirements by providing a minimum of one (1) weeks’ notice.

41.2 Less than one (1) weeks’ notice may be provided if the Employer and Employee agree, or in unforeseen circumstances.

41.3 Employees may be required to transfer from one roster system to another or from one shift to another, and in such cases the affected Employees shall be given as much notice as practicable of such transfer or change.

41.4 The Employer will consult with affected Employees regarding changes to rosters in accordance with clause 60 of this Agreement.

42. **BREAKS DURING SHIFTS**

42.1 An Employee rostered to work a shift of at least six (6) hours duration will receive a paid rest break of 25 minutes and a meal break of 40 minutes. The meal break consists of 35 minutes’ unpaid break time and 5 minutes change time. The timing of both breaks will be at the direction on the Employer.
42.2 An Employee’s unpaid meal break will be taken between the fourth and sixth hour of the shift. Where an Employee is required to work more than six (6) hours without a meal break, that Employee will be paid at the rate of double time for all work performed after six (6) hours until such time as a meal break is taken.

42.3 An Employee rostered to work a shift of at least four (4) hours and less than six (6) hours duration will receive a paid rest break of 15 minutes to be taken at such time as directed by the Employer.

42.4 The time allocated for breaks is inclusive of any time required to travel to and from the lunchroom or other facilities.

42.5 An Employee is expected to strictly observe the time allocated for breaks and must have returned to their workstation and be ready to commence work at the conclusion of the time provided for such breaks.

42.6 Employees shall be allowed 5 minutes of washing time immediately before the end of their shift on an as-needs basis.

43. REST PERIODS

43.1 Ordinary hours of work shall, wherever reasonably practicable, be so arranged that Employees have at least ten (10) consecutive hours off duty between successive days.

43.2 An Employee (other than a casual Employee) who works so much overtime between the termination of his/her ordinary work on one day and the commencement of his/her ordinary work on the next day that he/she has not had at least ten (10) consecutive hours off duty between those times shall, subject to this sub clause, be released after completion of such overtime until he/she has had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

43.3 If, on the instructions of the Company, an Employee resumes or continues work without having had ten (10) consecutive hours off duty, that Employee shall be paid at the rate of double time until he/she is released from duty for such period and he/she shall then be entitled to be absent until he/she has had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

43.4 The provisions of this sub clause shall apply to shift workers who rotate from one shift to another as if eight (8) hours were substituted for ten (10) hours when overtime is worked:

(a) For the purpose of changing shift rosters;

(b) Where a shift worker does not report for duty; or

(c) Where a shift is worked by arrangement between the Employees themselves.

43.5 The Employer and the Employee may mutually agree in writing for a shorter break of not less than eight (8) hours provided that all obligations regarding workplace health and safety are taken into account.
44. **SHIFT WORK**

44.1 Employees may be engaged by the Employer to perform shift work in accordance with a roster which has been determined by the Employer. Employees engaged in certain types of shift work may be entitled to the shift allowances as set out in Appendix A.

44.2 An Employee may be rostered to work on either “Day Shift”, “Afternoon Shift” or “Night Shift” as follows:

(a) “Day Shift” means any shift commencing between 6.00am and 12 noon (Note: the default Day Shift starts at 7.00am and finishes at 3.10pm);

(b) “Afternoon Shift” means any shift commencing between 12 noon and 6.00pm (Note: the default Afternoon Shift starts at 3:00pm and finishes at 11:10pm); and

(c) “Night Shift” means any shift commencing between 6.00pm and 6.00am (Note: the default Night Shift starts at 11:00pm and finishes at 7:10am).

44.3 Employees may also be required to work rotating shifts under a rotating or continuous shift roster.

44.4 Ordinary hours of work for Employees on shift work shall not exceed an average of 38 hours per week over a roster cycle. Such average may be calculated over a four (4) week period.

44.5 The ordinary working hours may be worked on not more than five consecutive days in a week; Monday to Sunday inclusive.

44.6 Such ordinary hours will be worked continuously except for a 25-minute paid rest break and a 40-minute meal break to be taken at a time directed by the Employer. The meal break consists of 35 minutes’ unpaid break time and 5 minutes change time. The meal break will be taken within six hours of the commencement of the shift. Where this is not possible, the Employee will be paid at the rate of double time for all work performed after six (6) hours from the commencement of the shift until such meal break is taken;

44.7 The rest periods set out in clause 43 of this Agreement and sub-clause 46.12 will apply to Employees on shift work.

44.8 For shift workers, each day, including Sundays and holidays, shall be deemed to commence at 11:00 pm and terminate at 12.00 midnight on the following calendar day. If the ordinary hours of a single shift fall over two days, all ordinary hours will be deemed to fall on the day that the majority of ordinary hours fall.

45. **SHIFT LOADINGS**

45.1 Employees rostered to work Afternoon Shift will be paid an amount as set out in Appendix A to this Agreement.

45.2 Employees rostered to work Night Shift will be paid an amount as set out in Appendix A to this Agreement.

45.3 The shift loadings shall increase on the first full pay period on or after 1 February of each year during the term of this Agreement.
45.4 Overtime rates of pay for shift workers will be calculated using the ordinary time rate of pay exclusive of shift loadings.

46. OVERTIME

46.1 The Employer may require any Employee to work reasonable overtime at overtime rates and such Employee shall work overtime in accordance with such requirements.

46.2 An Employee may refuse overtime in circumstances where the working of such overtime would result in the Employee working hours which are unreasonable having regard to:
   
   (a) Any risk to Employee health and safety;
   (b) The Employee’s personal circumstances including any family responsibilities;
   (c) The needs of the workplace or enterprise;
   (d) Any other relevant matter.

46.3 Employees rostered to work overtime will be expected to do so unless reasonable notice is provided to the Employer.

46.4 Allocation of overtime to Employees will be in accordance with the Company requirements.

46.5 All work performed on a Sunday will be paid for at the rate of ‘double time’, with a minimum payment of three (3) hours work.

46.6 The rates of pay for all other work performed outside the ordinary span of hours, or in excess of the daily or weekly limit of ordinary hours, shall be ‘time and a half’ for the first two hours and ‘double time’ thereafter, such double time to continue until the completion of the overtime work.

46.7 An employee required to work overtime on a Saturday shall be paid a minimum of three (3) hours.

46.8 In computing overtime, each day’s work shall stand-alone.

46.9 By agreement between the Employer and an Employee, an Employee may elect to take time off in lieu of payment for overtime worked. Such time off will be equal to the actual overtime worked and will be paid for at ordinary time rates.

46.10 An employee who is recalled to work overtime shall receive a minimum of three (3) hours payment.

46.11 Where an Employee, after having worked overtime, finishes work at a time when reasonable means of transport are not available, the Employer shall provide the Employee with a conveyance, or pay the cost of such conveyance, to reach a point where reasonable means of transport are available, or, if no such transport is available, to the Employee’s home.

46.12 An Employee who is required to work after the rostered finishing time will be entitled to a 30-minute unpaid meal break after two (2) hours and again after every four (4) additional overtime hours. Employees who are required to work overtime in excess of one and a half hours after the scheduled finishing time will
be paid a meal allowance (See Appendix A for rate) for the first and each subsequent meal break. The meal allowance will be paid directly into the Employee’s nominated bank account with the payment of their wages.

PART SEVEN - LEAVE ENTITLEMENTS

47. PUBLIC HOLIDAYS

47.1 Subject to clause 47.2, all Employees other than casual Employees shall be entitled, without loss of pay, to the following public holidays:

(a) New Year’s Day;
(b) Australia Day;
(c) Labour Day;
(d) Queen’s Birthday;
(e) Good Friday;
(f) Easter Saturday;
(g) Easter Sunday;
(h) Easter Monday;
(i) Anzac Day;
(j) Christmas Day;
(k) Boxing Day; and
(l) any other day declared by or under a law of New South Wales to be observed generally within New South Wales, or the region in which the Employer’s business is located.

47.2 Where any of the days referred to in clause 47.1 above are substituted for another day pursuant to a law of New South Wales, clause 47.1 will be read in that light and the relevant public holiday in clause 47.1 will be substituted for the day declared by a law of New South Wales.

47.3 In addition to the days listed in clause 47.1, Employees are entitled to an additional day off each year (Lipa Family Day) with the timing of the day to be agreed between the Employer and the affected Employees.

47.4 Employees may be required to work on days designated as a public holiday where:

(a) the business operations require it; or
(b) the public holiday falls on a day which the Employee is ordinarily rostered to work.

47.5 Employees can refuse to work on public holidays referred to in clause 47.1 above where they have reasonable grounds to do so including family responsibilities.

47.6 Where any Employee (other than a casual employee) is required to perform work on a public holiday referred to in clause 47.1 above, the Employee may elect to either:
(a) be paid at the ordinary rate of pay for the public holiday, and then take one paid day off as Time Off in Lieu ("TOIL") at a later date; or
(b) be paid at the rate of ‘double time and one half’ for time worked on the public holiday.

47.7 Where a casual Employee is required to work on a day designated as a public holiday, they will be entitled to either:
(a) take a TOIL day at a later date; or
(b) be paid at the rate of ‘double time and one half’ for time worked on the public holiday.

47.8 If an Employee elects to receive TOIL, they must provide at least one (1) weeks’ notice to the Employer, or a lesser period of notice with the agreement of the Employer, of their intention to take TOIL. TOIL days must be taken within one (1) month of its accrual.

47.9 An Employee who is absent, without reasonable cause, on the day immediately preceding, or the working day immediately following, a public holiday, shall not be entitled to payment for the public holiday.

48. ANNUAL LEAVE

48.1 Employees (other than casual Employees) are entitled to annual leave in accordance with the National Employment Standards ("NES") as set out in the Fair Work Act and as amended from time to time.

48.2 The Employer may direct an Employee to take annual leave:
(a) during a period of ‘shut down’; or
(b) if the Employee has a large accumulated annual leave balance.

48.3 Employees (excluding casual Employees) whilst on annual leave shall receive:
- Day Shift employees their hourly rate, loading of 17.5% and any allowances
- Afternoon Shift employees their hourly rate, loading of 17.5% and any allowances
- Night Shift employees their hourly rate, shift allowance and any other allowances

49. LONG SERVICE LEAVE

49.1 Employees are entitled to long service leave in accordance with the Long Service Leave Act 1955 (NSW). The Long Service Leave Act 1955 (NSW) is not incorporated into this Agreement.

50. PERSONAL / CARER’S LEAVE

50.1 Employees (other than casual Employees) are entitled to personal/carer’s leave in accordance with the NES as set out in the Fair Work Act and as amended from time to time.

50.2 Where an Employee is unable to attend work by reason of illness or injury, or they are required to care for an immediate family member who is ill or injured, that Employee is required to inform the Employer, as soon as practicable and no less
than three (3) hours prior to the commencement of their shift (if possible), of the Employee’s inability to attend for work and, where practicable, the reason for the absence and the estimated duration of the absence (except where there are circumstances of the illness or injury that reasonably prevents the Employee from doing so).

50.3 Any personal/carer’s leave that is not taken by the Employee during a particular year will accumulate from year to year and may be taken by the Employee in subsequent years.

50.4 Employees shall not be entitled to paid personal/carer’s leave for any period in respect of which the Employee is entitled to compensation under the Workers’ Compensation Act 1987 (NSW) or any other relevant workers compensation law or regulation.

50.5 To be entitled to paid personal/carer’s leave, an Employee must provide the Employer with:

(a) notice of their absence in accordance with clause 50.2 above; and

(b) satisfactory evidence of their illness or injury (or a family member’s illness or injury) such as a medical certificate from a medical practitioner or a statutory declaration.

50.6 In relation to subclause 50.5(b) of this Agreement, any medical certificate must state:

(a) that in the opinion of the medical practitioner, the Employee was or shall be unfit for work during the stated period because of a personal injury or an illness; and

(b) the expected time the Employee shall be away from the workplace due to illness or injury.

50.7 In relation to subclause 50.5(b), any statutory declaration must state:

(a) that the Employee was, is, or shall be unfit for work during the period because of a personal illness or injury; and

(b) the expected time the Employee shall be away from the workplace due to illness or injury.

50.8 The Employer may require satisfactory documentary evidence to prove an Employee’s fitness for work prior to returning to normal duties.

50.9 The Employer reserves the right to require an Employee to undergo a medical assessment at any stage if, in the Employer’s opinion, the Employee may not be fit for work.

51. ABSENTEEISM CONTROL MEASURES

51.1 Personal/carer’s leave is unlike annual leave or long service leave in that it is conditional upon an Employee being:

(a) ill or injured to the point of being unfit for duty; or

(b) required to provide care or support to a member of the Employee’s immediately family or household.
51.2 Personal/carer's leave is an insurance to protect the Employee and their family against hardship should the Employee be unable to continue their work. As such, personal/carer's leave should only be utilised when an Employee is ill or injured or is required to provide care or support to an immediate family member or member of their household.

52. **COMPASSIONATE LEAVE**

52.1 Employees are entitled to compassionate leave in accordance with the NES as set out in the Fair Work Act and as amended from time to time.

52.2 The Employee must give the Employer satisfactory evidence that the Employer reasonably requires to support the period of leave.

53. **PARENTAL LEAVE**

53.1 Parental leave shall be in accordance with the NES as set out in the Fair Work Act and as amended from time to time.

53.2 An Employee who is entitled to parental leave may request the Employer to allow the employee:

(a) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;

(b) to return from a period of parental leave on a part-time basis until the child reaches school age;

...to assist the Employee in reconciling work and parental responsibilities.

53.3 The Employer shall consider the request having regard to the Employee’s circumstances and, provided the request is genuinely based on the Employee’s parental responsibilities, may only refuse the request on reasonable business grounds related to the effect on the workplace of the Employer’s business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

53.4 The Employee’s request and the Employer’s decision must be recorded in writing.

53.5 Such a request must be made as soon as possible but not less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

53.6 Where an Employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Employer shall take reasonable steps to:

(a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave; and

(b) provide an opportunity for the Employee to discuss any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave.

53.7 The Employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the Employee intends to return to work.
and whether the Employee intends to request to return to work on a part-time basis. The Employee shall also notify the Employer of changes of address or other contact details which might affect the Employer’s capacity to contact the employee during the period of leave.

### 54. MAKE-UP TIME

#### 54.1 An Employee may elect, with the consent of the Employer, to work ‘make-up’ time under which the Employee takes time off during ordinary hours and works those hours at a later time during the spread of ordinary hours provided in the Agreement, at ordinary rates.

### 55. JURY/WITNESS LEAVE

#### 55.1 The Employer recognises jury duty as a civic duty. Employees who are summoned for jury service will normally be expected to comply.

#### 55.2 Employees required to attend for jury service during their ordinary working hours shall be reimbursed by the Employer an amount equal to the difference between the amount paid in respect to their attendance for such jury service and the amount the Employee would have received in respect of the ordinary hours they would have worked had they not been on jury service.

#### 55.3 Employees are required to notify the Employer as soon as possible of the date upon which attendance for jury service is required.

#### 55.4 Employees shall provide to the Employer proof of attendance and the duration of such attendance and the amount received in respect thereof.

#### 55.5 Nothing in this clause shall prevent the Employer from contacting the appropriate officer at the court requesting that the Employee be excused from jury service due to work requirements.

### 56. MILITARY SERVICE LEAVE

#### 56.1 Where an Employee is a member of the Defence Force Reserves, that Employee is entitled up to 2 weeks’ leave per year to attend training camps.

#### 56.2 This leave is in addition to normal annual leave. Any leave beyond this will only be granted in special circumstances.

#### 56.3 Employees must provide proof of membership to Human Resources. The Employer will pay the difference in wages between the amount paid by the Government and the amount the Employee would normally receive for that period.

### 57. FAMILY AND DOMESTIC VIOLENCE LEAVE

#### 57.1 This clause applies to all employees including casuals.

(a) in this clause:

*family and domestic violence* means violent, threatening or other abusive behaviour by a family member of an employee that seeks to coerce or control the employee and that causes them harm or to be fearful.
family member means:

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

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

57.2 An employee is entitled to 5 days’ unpaid leave to deal with family and domestic violence, as follows:

(a) the leave is available in full at the start of each 12-month period of the employee’s employment; and

(b) the leave does not accumulate from year to year; and

(c) is available in full to part-time and casual employees.

A period of leave to deal with family and domestic violence may be less than a day by agreement between the employee and the employer. The employer and employee may agree that the employee may take more than 5 days’ unpaid leave to deal with family and domestic violence.

57.3 An employee may take unpaid leave to deal with family and domestic violence if the employee:

(a) is experiencing family and domestic violence; and

(b) needs to do something to deal with the impact of the family and domestic violence and it is impractical for the employee to do that thing outside their ordinary hours of work.

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

57.4 The time an employee is on unpaid leave to deal with family and domestic violence does not count as service but does not break the employee’s continuity of service. An employee must give their employer notice of the taking of leave by the employee. The notice:

(a) must be given to the employer as soon as practicable (which may be a time after the leave has started); and

(b) must advise the employer of the period, or expected period, of the leave.

An employee may elect to use Annual leave or Long Service Leave for payment for any approved Domestic Violence Leave period from their leave accrual but the maximum 5 days.
For employees who have exhausted the Annual leave and Long Service Leave accruals the company will address these on a case by case basis with approval at the discretion of Management.

An employee who has given their employer notice of the taking of leave under this clause must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified. All information provided will be treated with the utmost confidentiality.

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

Nothing in this clause prevents an employer from disclosing information provided by an employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the employee or another person.

PART EIGHT - MISCELLANEOUS PROVISIONS

58. PAYMENT OF WAGES

58.1 All Employees shall be paid fortnightly and directly into the Employee’s nominated bank account by electronic transfer of funds.

58.2 Payment will be made, where practicable, not later than three (3) working days after the last day of a pay period, provided that the usual pay day is not a Friday.

59. TRAINING AND DEVELOPMENT

59.1 The Parties acknowledge that the ongoing development of Employees’ capabilities will assist to improve the efficiency and productivity of the business and facilitate continued business improvement.

59.2 Accordingly, the Employer strives to:

(a) develop a more highly skilled and flexible workforce;

(b) provide Employees with opportunities through appropriate training to acquire skills to carry out the work required; and

(c) remove barriers to the utilisation of skills acquired.

59.3 The Employer may, at its discretion, provide structured training for Employees during paid work time on a range of subjects, including proper procedures and hygienic work practices. When considering training programs and development opportunities, the Employer will give preference to full-time and part-time Employees over casual Employees.

59.4 From time to time, Employees may be required to attend training during ordinary working hours. In these circumstances, attendance by Employees is mandatory (unless stated otherwise) and failure to complete or participate in mandatory training may lead to disciplinary action up to and including termination of employment.
59.5 When the Employer or relevant legislation requires a training programme, or qualification, the Employer will provide, free of charge to an Employee, access to such training or qualification in accordance with Company policy. Such policies do not form part of this Agreement.

59.6 No deduction shall be made from any leave due or from ordinary wages due for time off required by Employees to sit for examinations relevant to their employment.

60. WORKPLACE CONSULTATION

60.1 This term applies if the employer:

(a) has made a definite decision to introduce major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have significant effects on employees; or

(b) Proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

60.2 For a major change referred to in paragraph (1) (a):

(a) the employer must notify the relevant employees of the decision to introduce the major change; and

(b) sub clauses (3) to (9) apply.

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

60.4 If:

(a) A relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and

(b) The employee or employees advise the employer of the identity of the representative;

the employer must recognise the representative.

60.5 As soon as practicable after making its decision, the employer must:

(a) Discuss with the relevant employees:

(i) The introduction of the change; and

(ii) The effect the change is likely to have on the employees; and

(iii) Measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and

(b) For the purposes of the discussion – provide, in writing, to the relevant employees:

(i) All relevant information about the change including the nature of the change proposed; and

(ii) Information about the expected effects of the change on the employees; and
(iii) Any other matters likely to affect the employees.

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

60.7 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

60.8 If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and sub clauses (3) and (5) are taken not to apply.

60.9 In this term, a major change is likely to have a significant effect on employees if it results in:

(a) The termination of the employment of employees; or
(b) Major change to the composition, operation or size of the employer’s workforce or to the skills required of employees; or
(c) The elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
(d) The alteration of hours of work; or
(e) The need to retrain employees; or
(f) The need to relocate employees to another workplace; or
(g) The restructuring of jobs.

Change to regular roster or ordinary hours of work

60.10 For a change referred to in paragraph (1)(b):

(a) The employer must notify the relevant employees of the proposed change; and

(b) sub clauses (11) to (15) apply.

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

60.12 If:

(a) A relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and

(b) The employee or employees advise the employer of the identity of the representative;

The employer must recognise the representative.

60.13 As soon as practicable after proposing to introduce the change, the employer must:

(a) Discuss with the relevant employees the introduction of the change; and

(b) For the purposes of the discussion – provide to the relevant employees:
(i) All relevant information about the change, including the nature of the change; and

(ii) Information about what the employer reasonably believes will be the effects of the change on the employees; and

(iii) Information about any other matters that the employer reasonably believes are likely to affect the employees; and

(c) Invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

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

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

60.16 In this term:

Relevant employees mean the employees who may be affected by a change referred to in sub clause (1).

61. **UNIFORMS**

61.1 The Employer may provide uniforms and personal protective equipment where applicable.

61.2 Where designated uniforms are provided, the Employer will supply and launder such uniforms at its expense. Such property remains the property of the Employer.

62. **PERSONAL INFORMATION**

62.1 All personal information held by the Employer relating to an Employee is treated as confidential and access to such information is restricted.

62.2 Personal information shall only be available to Employees who are required to have access to it during the course of their work.

62.3 It is the Employer’s policy not to disclose personal information about its Employees (i.e. home addresses, rates of pay, etc.) to anyone unless such disclosure is required by law or made with the consent with the relevant Employee.

62.4 Should an Employee require access to his/her own personal records held by the Employer, a request should be put to the relevant manager of the Employer.

63. **DISPUTE RESOLUTION**

63.1 If a dispute relates to:

(a) A matter arising under the agreement; or

(b) The National Employment Standards;

This term sets out procedures to settle the dispute.
63.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.

63.3 In the first instance the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.

63.4 If agreement on or settlement of the issue is not reached the matter should be brought to the attention of the supervisor/manager in charge of the operation or another representative of the Employer. Discussion should take place at this level to resolve the issue.

63.5 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.

63.6 The Fair Work Commission may deal with the dispute in 2 stages:

(a) The Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and

(b) If the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:

(i) Arbitrate the dispute; and

(ii) Make a determination that is binding on the parties.

Note: If Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.

A decision that Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div. 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

63.7 While the parties are trying to resolve the dispute using the procedures in this term:

(a) An employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and

(b) An employee must comply with a direction given by the employer to perform other available work at the same workplace

(i) The work is not safe; or

(ii) Applicable occupational health and safety legislation would not permit the work to be performed; or

(iii) The work is not appropriate for the employee to perform; or

(iv) There are other reasonable grounds for the employee to refuse to comply with the direction.

63.8 The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.
64. ANTI DISCRIMINATION

64.1 It is the intention of the Parties to this Agreement to achieve the principal objective in accordance with the Fair Work Act 2009, which is to respect and value the diversity of the workforce by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, sexual identity, age, disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

64.2 Any dispute concerning these provisions and their operation will be progressed under the dispute resolution procedure outlined in clause 63 of this Agreement.

64.3 Nothing in these provisions allows any treatment that would otherwise be prohibited by anti-discrimination provisions in applicable legislation.

64.4 Nothing in this clause is taken to affect:
(a) any different treatment (or treatment having different effects) which is specifically exempted under applicable legislation (such as junior rates of pay);
(b) any discriminatory conduct (or conduct having a discriminatory effect) that is based on the inherent requirements of a particular position; or
(c) an Employee, Employer or registered organisation pursuing matters of discrimination in an applicable court or tribunal, including by application to the Australian Human Rights Commission.

PART NINE SIGNATURES TO THE AGREEMENT

SIGNED
APPENDIX A

A1. Wage Rates

Year 1:

All employees covered by this Agreement will receive a 3% increase to their existing rate of pay as at the date of certification of this agreement backdated to February 1st 2019. As per the rates below.

<table>
<thead>
<tr>
<th>Current Classification</th>
<th>Current Pay Rates</th>
<th>New Rate of Pay Plus 3%</th>
<th>New Casual Rate of Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Manufacturing</td>
<td>$20.76</td>
<td>$21.38</td>
<td>$26.72</td>
</tr>
<tr>
<td>Packaging</td>
<td>$20.20</td>
<td>$20.80</td>
<td>$26.00</td>
</tr>
<tr>
<td>Warehouse</td>
<td>$20.76</td>
<td>$21.38</td>
<td>$26.72</td>
</tr>
<tr>
<td>Cleaning</td>
<td>$20.20</td>
<td>$20.80</td>
<td>$26.00</td>
</tr>
<tr>
<td>Laboratory</td>
<td>$25.81</td>
<td>$26.58</td>
<td>$33.25</td>
</tr>
</tbody>
</table>

Throughout year 1 of the agreement all employees will have the opportunity to participate in the new classification process which will see them move to the classification structure below (see Appendix C) and the corresponding applicable pay rate to which they have been assessed at.

<table>
<thead>
<tr>
<th>Classifications</th>
<th>Pay Rate ($ per hour)</th>
<th>Casual Rate Per Hour (25%)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Manufacturing</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Entry level</td>
<td>$22.00</td>
<td>$27.50</td>
</tr>
<tr>
<td>Level 1</td>
<td>$23.50</td>
<td>$29.37</td>
</tr>
<tr>
<td>Level 2</td>
<td>$26.00</td>
<td>$32.50</td>
</tr>
<tr>
<td>Level 3</td>
<td>$29.50</td>
<td>$36.87</td>
</tr>
<tr>
<td>Level 4 (by invitation)</td>
<td>$35.00</td>
<td>$43.75</td>
</tr>
<tr>
<td><strong>LPB</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Entry Level</td>
<td>$21.00</td>
<td>$26.25</td>
</tr>
<tr>
<td>Level 1</td>
<td>$22.50</td>
<td>$28.12</td>
</tr>
<tr>
<td>Level 2</td>
<td>$24.00</td>
<td>$30.00</td>
</tr>
<tr>
<td><strong>Warehouse</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Entry Level</td>
<td>$22.00</td>
<td>$27.50</td>
</tr>
<tr>
<td>Level 1</td>
<td>$23.50</td>
<td>$29.37</td>
</tr>
<tr>
<td>Level 2</td>
<td>$26.00</td>
<td>$32.50</td>
</tr>
</tbody>
</table>
Year 2:

By the 1st of February 2020 all employees will have been assessed against the new classification structure and will be paid the rate commensurate with the classification they have attained. As of the 1st of February 2020 a further 3% will be applied to the pay rates as shown below.

<table>
<thead>
<tr>
<th>Classifications</th>
<th>Pay Rate (Per Hour)</th>
<th>Casual Rate Per Hour (25%)</th>
<th>Pay Rate Plus 3% (Per Hour)</th>
<th>Casual rate Per Hour Plus 3%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Manufacturing</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Entry Level</td>
<td>$22.00</td>
<td>$27.50</td>
<td>$22.66</td>
<td>$28.35</td>
</tr>
<tr>
<td>Level 1</td>
<td>$23.50</td>
<td>$29.37</td>
<td>$24.20</td>
<td>$30.25</td>
</tr>
<tr>
<td>Level 2</td>
<td>$26.00</td>
<td>$32.50</td>
<td>$26.78</td>
<td>$33.47</td>
</tr>
<tr>
<td>Level 3</td>
<td>$29.50</td>
<td>$36.87</td>
<td>$30.38</td>
<td>$37.97</td>
</tr>
<tr>
<td>Level 4 (by invitation)</td>
<td>$35.00</td>
<td>$43.75</td>
<td>$36.05</td>
<td>$45.06</td>
</tr>
<tr>
<td>LPB</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Entry Level</td>
<td>$21.00</td>
<td>$26.25</td>
<td>$21.63</td>
<td>$27.04</td>
</tr>
<tr>
<td>Level 1</td>
<td>$22.50</td>
<td>$28.12</td>
<td>$23.17</td>
<td>$28.96</td>
</tr>
<tr>
<td>Level 2</td>
<td>$24.00</td>
<td>$30.00</td>
<td>$24.72</td>
<td>$30.90</td>
</tr>
<tr>
<td>Warehouse</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Entry Level</td>
<td>$22.00</td>
<td>$27.50</td>
<td>$22.66</td>
<td>$28.30</td>
</tr>
<tr>
<td>Level 1</td>
<td>$23.50</td>
<td>$29.37</td>
<td>$24.20</td>
<td>$30.25</td>
</tr>
<tr>
<td>Level 2</td>
<td>$26.00</td>
<td>$32.50</td>
<td>$26.78</td>
<td>$33.47</td>
</tr>
</tbody>
</table>

Classification Structure Note:

1.) All existing employees will be given the opportunity to undertake an assessment, reflective of their current level, to identify where their current level of skill and ability aligns with the new classification structure. Employees can elect not to participate in the classification assessment process but as a result will remain at the level they currently hold and have their pay rate “red circled” until subsequent ECA increase reach parity.

2.) An employee that does not have the desire to perform the duties at their current level and elects to drop back to the classification level that reflects the employees level of commitment or refuse to train up to and perform the duties they are currently paid for will have their pay rate adjusted commensurate with the desired level the employee commits.

3.) An employee that fails to pass a classification assessment pertaining to the level they are currently paid at will be given feedback as to the areas that they need to improve in and a further 3 months of on the job training will be provided at which point a second assessment will take place. If the employee is successful, then their pay rate will be adjusted to the level they have been assessed at. If the employees current pay rate is higher than the rate they have been assessed at then the employee’s rate of pay will be “red Circled” until subsequent ECA increases reach parity. If the employee fails, the second assessment then they will remain at their level and another employee will be given the opportunity for progression. The employee, when they believe they are ready, can apply for future classification progression when a position becomes available.
4.) The employee has the right to request progression through the classification structure however management reserve the right to approve any request based on business needs.

5.) An employee remains at their current grade until they are capable of effectively demonstrating, through performance and assessment or appropriate certification of tasks, that they are capable of undertaking tasks within their current grade at an advanced level, enabling them to progress to the next grade, as a position becomes available.

6.) On satisfying these requirements, the Company will confirm in writing to the employee the employee's new classification, rate of pay and start date of the pay adjustment.

7.) It is expected that an employee will consistently undertake their employment commensurate with their grading.

8.) An employee that does not fulfil their duties commensurate with their grading will be provided the opportunity to realign through appropriate processes, these processes may include, but not limited to, documented re-affirmation of training or the reassessment of an employee's competence to perform at such a grading.

9.) An employee who continues to fail to meet the expectation commensurate with their grading level will be subject to the disciplinary procedures as defined within the EBA.

*Above rates only come into effect from the date the FWC certifies the agreement and classifications as per Appendix C

A2. Allowances

**Shift Allowances**

| Shift Allowance (a/noon) (night) | $29.04 $58.08 |

**Meal Allowances**

| Meal Allowance | $ 14.25 |

**First aid Allowance**

| First Aid | $ 3.33 / day |
### Higher Duties Allowance

| Relieving Group Leader | $ 22.33 / day |

### Respirator Allowance

| Respirator Allowance (if applicable) | $0.80/hr |

### Dust Mask

| Dust Mask (if applicable) | $2.37 per day |
Appendix B

B1. Application

This appendix applies only to the Maintenance group.

The conditions contained in this Appendix prevail over the Agreement to the extent that the Agreement deals with a matter covered by this Appendix.

B2. Wage Rates

The minimum weekly rates of pay applicable for Tradespeople for each year during the life of this Agreement are as follows:

Classification

| Maintenance | $1350.14 |

The base hourly rate of pay for maintenance employees is $35.53 per hour. However, employees will be paid an annualised salary which includes all allowances other than those listed in clauses A2 as well as compensation for the hours of work described in clause B3 below.

B3. Hours of Work

Maintenance will work a 38-hour week in accordance with this Agreement, plus an additional 60 hours per annum in 2019 calendar year only to cover breakdowns, essential maintenance tasks, production operation and project work. The additional working time will be monitored every Quarter (3 months), with 15 hours required each Quarter.

At the end of each Quarter, the additional hours worked by each Employee will be reported and reviewed in conjunction with the supervisor.

The year for computing additional time will run for 12 months from commencement of the agreement. At the end of the year the total additional hours will be calculated and reported. Each Employee must achieve the quota of additional hours.

Within this system, there is a clear expectation that the additional time will be shared equally among members of the maintenance group. The maintenance team will themselves determine rosters, with the prime objective being that if a job needs to be done, labour is available. In working the additional hours, due consideration will be given to Employee health and safety matters.

B4. Recalls

An Employee recalled to work after leaving the Employer’s premises shall be credited with a minimum of three (3) hours’ time for each occasion they are recalled; provided that, except in the case of unforeseen circumstances arising, the Employee shall not be required to work the full
three (3) hours if the job the Employee was recalled to perform is completed within a shorter period. The recall hours will be offset against the quota of additional hours.

APPENDIX C: CLASSIFICATION STRUCTURES

C1. MANUFACTURING

Manufacturing - Entry Level

- Is learning and developing skills to be able to set up, operate/run, clean and changeover a work centre within a department
- Performs routine duties, of lower complexity and to the level of their training
- Understands and undertakes routine quality control/assurance procedures including the ability to recognise basic quality faults/deviations
- Exercises good interpersonal communication skills
- Exercises basic decision and problem solving capabilities
- Works under direct supervision in performing housekeeping duties, cleaning, room clearances, assisting other process workers or maintaining simple records
- Is aware, reads and follows role specific GMP, SOP and Work Health and Safety requirements.

Manufacturing - Level 1

- Performs duties and activities above and beyond the skills and capabilities of an employee at Manufacturing Entry Level.
- Is able to set up, operate/run, disassemble, clean and changeover a work centre within a department with minimal supervision, independently or as part of a team
- Is able to complete all documentation relating to the job, including full and accurate batch card checks, yield and reconciliation calculations
- Exercises sound interpersonal communication skills within the department and outside the department as required
- Performs duties associated with the relevant manufacturing department processes in line with requirements, with own initiative and minimal supervision
- Be able to be assist and be a “buddy” to entry level co-workers by demonstrating correct procedures and processes for skills that have been acquired
- Maintaining output and quality requirements whilst fully observing and following GMP, WHS, Housekeeping and relevant SOP requirements
- Is developing basic administrative, data look up and entry skills across relevant internal data bases.

Manufacturing - Level 2

- Performs duties and activities above and beyond the skills and capabilities of an employee at Manufacturing Level 1.
- Is able to independently set up, operate/run, disassemble, clean and changeover all work centres within a department
- Is a fully functional member of the department with capacity to follow complex procedures as well as identify, trouble shoot and rectify complex problems across all work centres
• Is able to consistently deliver exceptional work performance across output, quality and timeliness
• Is able to be a buddy and demonstrate, train, assist as well as reinforce correct processes and procedures to colleagues across all departmental activities.
• Is fully aware of and able to observe and reinforce all requirements of GMP, WHS, SOP’s as well as organisational policies and procedures.
• Is able to coordinate work activities and deliverables in a team environment
• Is developing appropriate administrative, data look up and data entry skills across relevant internal data bases.
• Demonstrates and maintains positive attitude and flexibility whilst delivering superior performance, drive and initiative across all work activities within the department
• Is willing and able to undertake internal training, exposure and familiarisation across other departmental activities in order to acquire broader skill sets and assist in ongoing knowledge acquisition
• Is able to provide cover for group leader absences on a short term basis.

Manufacturing - Level 3

• Performs duties and activities above and beyond the skills and capabilities of an employee at Manufacturing Level 2
• Is able to independently set up, operate/run, disassemble, clean and changeover all work centres across two departments.
• Is able to assess, review and recommend changes to internal SOP’s and general procedures in order to improve performance and process flows within the boundaries of GMP and WHS parameters.
• Is able to take an active part in identifying, suggesting and if appropriate, delivering, with assistance from support departments, continuous improvement activities across departments
• Is capable of coordinating and scheduling a variety of process and work flow activities within departments
• Has developed and acquired advanced technical, problem solving and process related skill sets across two departments
• Has an excellent understanding of administration and documentation requirements for their departments and can complete all batch documentation appropriately, pick up errors, train others as well as correct errors in line with procedures.
• Has advanced GMP, SOP, Housekeeping and WHS knowledge to assist and conduct internal departmental audits, identifying gaps, recommending and delivering improvements
• Exhibits clear leadership behaviours and capabilities with willingness to undertake further internal and external training / familiarisation activities to acquire and broaden existing skill sets and ongoing knowledge acquisition.

Manufacturing - Level 4

Employees selected by invitation to move to Level 4

• Performs duties and activities above and beyond the skills and capabilities of an employee at Manufacturing Level 3
• Is able to independently set up, operate/run, disassemble, clean and changeover all work centres across multiple departments (more than 2)
• Has advanced technical, operational, compliance, continuous improvement and leadership capabilities and skills
• Has developed operational knowledge of all manufacturing processes to be able to assist in scheduling/planning and is able to use these skills to provide support to their Group Leader and the Operations team.
• Is able to carry out a variety of functional administrative tasks with departments
• Provides coverage and leadership for the Group Leader in times of absence, acting as a “deputy” – in multiple departments as required.

C2. LPB (Liquid, Powder, Bulk)

LPB - Entry Level

• Performs routine duties, of lower complexity and to the level of their training
• Understands and undertakes routine quality control procedures including the ability to recognise basic quality faults/deviations
• Exercises good interpersonal communication skills
• Works under direct supervision in performing housekeeping duties, cleaning, room clearances, assisting other process workers or maintaining simple records
• Is aware, reads and follows role specific GMP, SOP and Work Health and Safety requirements.

LPB - Level 1

• Performs duties and activities above and beyond the skills and capabilities of an employee at LPB Entry Level.
• Is learning and developing skills to be able to set up, operate/run, disassemble, clean and changeover a work centre within a department with minimal supervision, independently or as part of a team
• Is able to complete all documentation relating to the job, including full and accurate batch card checks, yield and reconciliation calculations
• Exercises sound interpersonal communication skills within the department and outside the department as required
• Performs duties associated with the relevant processes in line with requirements, with own initiative and minimal supervision
• Maintain output and quality requirements whilst fully observing and following GMP, WHS, Housekeeping and relevant SOP requirements
• Is developing basic administrative, data look up and entry skills across relevant internal data bases.

LPB - Level 2

• Performs duties and activities above and beyond the skills and capabilities of an employee at LPB Level 1.
• Is able to independently set up, operate/run, disassemble, clean and changeover all work centres within LPB
• Is a fully functional member of the department with capacity to follow complex procedures as well as identify, trouble shoot and rectify complex problems across all work centres
- Is able to consistently deliver exceptional work performance across output, quality and timeliness
- Is able to be a buddy and demonstrate, train, assist as well as reinforce correct processes and procedures to colleagues across all departmental activities.
- Is fully aware of and able to observe and reinforce all requirements of GMP, WHS, SOP's as well as organisational policies and procedures.
- Is able to coordinate work activities and deliverables in a team environment
- Has appropriate administrative, data look up and data entry skills across relevant internal data bases.
- Demonstrates and maintains positive attitude and flexibility whilst delivering superior performance, drive and initiative across all work activities within the department.
- Is willing and able to undertake internal training, exposure and familiarisation across other departmental activities in order to acquire broader skill sets and assist in ongoing knowledge acquisition
- Is able to provide cover for group leader absences on a short term basis.

LPB - Level 3 – refer to Manufacturing Level 3

C3. WAREHOUSE

Warehouse Operator – Entry Level

- Is initially being trained with Warehouse activities and within a short period of time can perform at least two of these activities with minimal supervision, independently or as part of a team
- Exercises good interpersonal communication skills
- Exercises basic decision and problem solving capabilities
- Is aware, reads and follows role specific GMP, SOP and Work Health and Safety requirements.
- Full Forklift driving skills with full license
- Is able to accurately complete all documentation relating to the job
- Performs duties associated with the relevant warehouse processes in line with requirements, with own initiative and minimal supervision
- Is developing basic administrative, data look up and entry skills across relevant internal data bases utilising computer terminal or similar equipment

Warehouse Operator - Level 1

- Performs duties and activities above and beyond the skills and capabilities of an employee at Warehouse Operator Entry Level.
- Is independently able to perform all activities within the warehouse (receiving, dispatch, labelling, put aways, serving/picking) or sampling (raw material and packaging sampling including label verification)
- Is able to consistently deliver exceptional work performance across output, quality and timeliness
- Demonstrate, trains, assists as well as reinforce correct processes and procedures to colleagues across all departmental activities.
- Is fully aware of and able to observe and reinforce all requirements of GMP, WHS, SOP's
• Has sound administrative, data look up and data entry skills across relevant internal data bases.

• Demonstrates and maintains positive attitude and flexibility whilst delivering superior performance, drive and initiative across all work and process activities within the department

• Is willing and able to undertake internal training, exposure and familiarisation across other departmental activities and processes in order to acquire broader skill sets and assist in ongoing knowledge acquisition

**Warehouse Operator - Level 2**

• Performs duties and activities above and beyond the skills and capabilities of an employee at Warehouse Operator Level 1.

• Is independently able to perform all activities within the warehouse and sampling (receiving, dispatch, labelling, put away, serving, picking, raw material and packaging sampling including label verification)

• Is a fully functional member of the department with capacity to follow complex procedures as well as identify, trouble shoot and rectify complex problems across various activities

• Is able to assess, review and recommend changes to internal SOP’s and general procedures in order to improve performance and process flows within the boundaries of GMP and WHS parameters.

• Is capable of coordinating and scheduling a variety of process and work flow activities within departments

• Has an excellent understanding of administration and documentation requirements for their departments and can complete all documentation appropriately, pick up errors, train others as well as correct errors in line with procedures.

• Can act as a team leader – responsibility for managing and co-ordinating activities and deliverables on a single shift

**Warehouse Operator - Level 3** – refer to Manufacturing Level 3