

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA06/184

**TITLE: Green's General Foods Pty Limited (Glendenning)
Enterprise Agreement 2006**

I.R.C. NO: IRC6/1194

DATE APPROVED/COMMENCEMENT: 17 March 2006 / 18 January 2006

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**NEW AGREEMENT OR
VARIATION:** Replaces EA04/135.

GAZETTAL REFERENCE: 2 June 2006

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COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Green's General Foods Pty Limited, located at 29 Glendenning Road, Glendenning NSW 2761, who are employed as production, packaging, dispatch and maintenance employees and who fall within the coverage of the Storemen and Packers, General (State) Award.

PARTIES: Green's Foods Limited -&- the National Union of Workers, New South Wales Branch

GREEN'S GENERAL FOODS PTY LIMITED (GLEN DENNING) ENTERPRISE AGREEMENT 2006

1. TITLE OF AGREEMENT

- 1.1 This agreement shall be known as the Green's General Food Pty Limited (Glendenning) Enterprise Agreement 2006. (The Agreement)

2. ARRANGEMENT

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ATTACHMENT 4 – DISPUTE AND DISCIPLINARY PROCEDURE

3. DEFINITIONS

- 3.1 The "Parties" refers to the parties to this Enterprise Agreement namely:

Green's General Foods Pty Limited (Glendenning)

National Union of Workers (NSW Branch).
- 3.2 The "Employees" refers to the employees of Green's General Foods Pty Limited (Glendenning) and includes Production, Packaging, Receivals, Warehouse and Maintenance, who are permanents or casuals.
- 3.3 The "Company" refers to Green's General Foods Pty Limited (Glendenning) 29 Glendenning Road NSW 2761.
- 3.4 The "Union" refers to the National Union of Workers (NSW Branch).
- 3.5 The "Award" refers to – STOREMEN AND PACKERS, GENERAL (STATE) AWARD.

4. APPLICATION AND SCOPE OF AGREEMENT

- 4.1 This Agreement shall apply to Green's General Foods Pty Limited (Glendenning) 29 Glendenning Road in the state of New South Wales and in respect to those employees defined in clause 3.2 of this Agreement.
- 4.2 This Agreement comprehensively set the conditions of employment of the Employees and applies to the exclusion of any other industrial instrument, except where specified.
- 4.3 This Agreement rescinds and replaces all other agreements made between Parties in the past, and includes any formal and informal agreements.
- 4.4 This Agreement will take effect from the first full pay period to commence on or after 18th January 2006 and shall remain in force for a period of three years.
- 4.5 The Company and its employees will monitor all productivity measures that are in place and will manage performance by the means available to them.
- 4.6 The measures must identify those key indicators of performance from which continuous improvement targets can be established and worked towards.
- 4.7 Should legislative change make any provision of this agreement unlawful, then such provisions will not be enforceable.

5. DURESS

- 5.1 This Enterprise Agreement has not been entered into under duress by any of the Parties.

6. OBJECTIVES

- 6.1 To become a major Australian food manufacturer, exporter and marketer by providing a range of high quality, value-for-money food products to customers, and a reasonable rate of return to shareholders.

6.2 To achieve a working environment which all employees are involved and committed to participating in an ongoing improvement process through individual contributions and team work.

7. COMMITMENT

7.1 To ensure objectives of the Enterprise Agreement are achieved, the Company, the Employees and the Union agree that the following measures will be introduced and remain in place:-

- a) Ongoing use of the Consultative process to provide two-way communication.
- b) Both Employees and the Company commit to a process of continuous improvement in occupational health and safety, quality, productivity efficiencies and work organisation.
- c) All Employees will be encouraged and assisted via accredited training programs and assessments to progress to the highest level personally attainable, consistent with the needs of the workplace.
- d) The commitment and involvement of all Employee's to ensure a process of teamwork without imposing restrictions that limit the degree of co-operation and collaboration.
- e) Develop a meaningful and challenging work environment, which allows Employees the freedom to act and accept responsibility for agreed objectives.
- f) The development and utilisation of Employee's skills and abilities which allows maximisation of labour flexibility within the limits of an employees recognised skill.
- g) The operation of the plant in a manner, which will promote to the fullest extent possible:
 - i. Cost effective operations and changes to technology and work practices, which will maintain our Company's mission.
 - ii. Occupational Health and Safety of all employees.
 - iii. A Quality System that encompasses HACCP and GMP and any refinements needed into the future.
 - iv. An ethos that will put customer service as a main consideration in any decisions.

7.2 The Company, the Employees and the Union accept their joint responsibility to ensure this Agreement is effective and, in the event of any uncertainty or dispute in resolving any difficulties, the Parties will be guided by the spirit and intent of this clause and of "Attachment 4 – Dispute and Disciplinary Procedure".

7.3 It is agreed by the Company, the Employees and the Union to have a workforce that has a culture of consultation, participation, trust, teamwork and continual improvement, where work practices are flexible and based on skills, where all employees are trained, committed and accountable for their job responsibilities.

8. LABOUR FLEXIBILITY

8.1 For the purpose of increasing productivity and flexibility, as well as enhancing career opportunities for employees, multi-skilling may extend by agreement between the Company and the majority of employees concerned to allow the employees to perform any work in the enterprise within the scope of their skills and competence.

8.2 Discussion shall take place at the enterprise with a view to reaching agreement for employees to perform a wider range of tasks and participation of employees in additional training.

8.3 Notwithstanding the provision of subclause (8.2) hereof, employees shall perform a wider range of duties, including work, which is incidental or peripheral to their main tasks or functions.

- 8.4 Employees shall perform such work as is reasonable and lawfully required of them by the employer, including accepting instructions from authorised personnel.
- 8.5 Employees shall comply with all reasonable requests to transfer or to perform any work provided for by the award.
- 8.6 Employees shall take all reasonable steps to ensure the quality, accuracy and completion of any job or task assigned to the employee.
- 8.7 Employees shall not impose or continue to enforce existing demarcation barriers between the work covered by this agreement, provided that it is agreed that the work lies within the scope of the skill and competence of the employee concerned.
- 8.8 Employees shall not unreasonably impose any limitation or continue to enforce any limitations on supervisors or technical personnel demonstrating the use of new equipment or machinery, provided that the appropriate consultation in relation to the introductions of new technology has taken place.

9. CONTRACT OF EMPLOYMENT

- 9.1 Employment, except in the case of casual employees, shall be on a weekly basis.
- 9.2 Subject as may be provided elsewhere in this agreement, employment shall be terminated by a weeks notice on either side, or by the payment or forfeiture, as the case may be, of an amount equal to one weeks wages.
- 9.3 The Company shall have the right to dismiss any employee without notice for conduct that justifies summary dismissal (for example but not limited to stealing/fighting/under the influence of alcohol or drugs/other activities). Refusal of duty/neglect of duty/malingering, misconduct, unsafe conduct or property damage will be addressed via "Attachment 4 – Dispute and Disciplinary Procedure.
- 9.4 The Company may direct an Employee to carry out such duties, which are within the limits of the Employee's skills, competency and training as defined in "Attachment 2 – Competency/Skills Analysis for Green's General Foods Production Personnel"
- 9.5 The Company may transfer Employees if the need arises to enable the Company to increase productivity and efficiencies throughout the Company; it is not the intention to transfer employees as a disciplinary measure.
- 9.6 The Company shall engage casuals as per the current practice, to cover fluctuations in demand, leave and the normal function of line relief. The Company shall use their discretion in the engagement of casuals regarding the use of external people agencies. The current system of selection of casual employees shall remain, based on an appropriate combination of experience, ability, attitude, attendance and suitability to the position needed to be filled.
- 9.7 New employees will be placed on a three (3) month probationary period. If the performance is deemed acceptable, those employees initially engaged at Level 1 will be upgraded to Level 2. If during the probationary period, performance is unacceptable, the employment may be terminated prior to the end of the probationary period. Where appropriate, entry level may vary depending on the employee's past site experience or suitable skills as assessed and approved in writing by Production Manager.

10. PART TIME WORK

- 10.1 An employee may be engaged on a part-time basis. A part-time employee shall mean a weekly employee engaged to work regular days and regular hours, either of which are less than the number of days or hours worked by a full-time employee.
- 10.2 A part-time employee may work up to 38 hours per week without the payment of overtime.

- 10.3 A part-time employee will be paid per hour 1/38 of the weekly rate of pay prescribed for a full-time employee of the same classification contained in this Agreement.
- 10.4 Any hours worked by a part-time employee outside the ordinary hours of work as set out in clause 20, or in addition to the 38 hours per week shall be paid at overtime rates.
- 10.5 Subject to this clause, all the provisions of this Agreement shall apply to a part-time employee on a pro rata basis.

11. CASUAL EMPLOYMENT

- 11.1 A casual employee is one engaged and paid as such with a minimum payment on any day or shift of four hours.
- 11.2 A casual employee shall be paid at the hourly rate of one thirty-eighth of the weekly wage for the grade in which the employee is engaged, plus a loading of 15 per cent on ordinary hours. A casual employee shall also receive a 1/12 loading on their ordinary time earnings in lieu of annual leave.
- 11.3 The Company undertakes to ensure that any contract labour hire workers providing services to the Company will be paid the rates contained in this agreement by their employer.

12. PAYMENT OF WAGES

- 12.1 Wages of weekly employees shall be paid not later than Thursday of each week; provided that the pay day and the days held in hand for employees employed in a mixed industry shall be the same as for the majority of employees in that industry, conditional upon the employer notifying the National Union of Workers, New South Wales Branch.
- 12.2 Except as otherwise provided for in this clause, no employer shall hold more than 1 day's wages in hand.
- 12.3 Casual hands shall be paid at the place of their employment on termination of their service.
- 12.4 Any person left waiting for more than 15 minutes shall be paid the casual rate for such waiting time.
- 12.5 In the event that an employee, by virtue of the arrangement of the ordinary working hours, is to take a day off on a day which coincides with pay day, such employee shall be paid no later than the working day immediately following pay day. Provided that where the employer is able to make suitable arrangements, wages may be paid on the working day preceding pay day.
- 12.6 Subject to the remainder of this clause, payment of wages may be made by means of payment by cash or electronic funds transfer, provided that payment by electronic funds transfer shall not be used wherever its use would create harsh or unreasonable circumstances for employees.
- 12.7 Wherever wages are paid by electronic funds transfer under subclause (12.6) hereof, the employer shall meet the following costs:
- a) The employee's account establishment cost.
 - b) The cost of each deposit of wages in the employee's account, including Government charges.
 - c) The cost of a single withdrawal of each deposit of wages from an employee's account.

13. DEDUCTION & REMITTANCE OF UNION MEMBERSHIP FEES

- 13.1 The employer shall deduct Union membership fees (not including fines or levies) from the pay of any employee, provided that:
- a) The employee has authorised the employer to make such deductions in accordance with subclause (13.2) herein;

- b) The Union shall advise the employer of the amount to be deducted for each pay period applying at the employer's workplace and any changes to that amount;
 - c) Deduction of union membership fees shall only occur in each pay period in which payment has or is to be made to an employee; and
 - d) There shall be no requirement to make deductions for casual employees with less than two months' service (continuous or otherwise).
- 13.2 The employee's authorisation shall be in writing and shall authorise the deduction of an amount of Union fees (including any variation in that fee affected in accordance with the Union rules) that the Union advises the employer to deduct. Where the employee passes any such written authorisation to the Union, the Union shall not pass the written authorisation on to the employer without first obtaining the employee's consent to do so. Such consent may form part of the written authorisation.
- 13.3 Monies so deducted from employees' pay shall be remitted to the Union on either a weekly, fortnightly, monthly or quarterly basis at the employer's election, together with all necessary information to enable the reconciliation and crediting of subscriptions to employees' membership accounts, provided that:
- a) Where the employer has elected to remit on a weekly or fortnightly basis, the employer shall be entitled to retain up to five per cent of the monies deducted; and
 - b) Where the employer has elected to remit on a monthly or quarterly basis, the employer shall be entitled to retain up to 2.5 per cent of the monies deducted.
- 13.4 Where an employee has already authorised the deduction of Union membership fees in writing from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to commence or continue.
- 13.5 The Union shall advise the employer of any change to the amount of membership fees made under its rules, provided that this does not occur more than once in any calendar year. Such advice shall be in the form of a schedule of fees to be deducted specifying either weekly, fortnightly, monthly, or quarterly as the case may be. The Union shall give the employer a minimum of two months' notice of any such change.
- 13.6 An employee may at any time revoke in writing an authorisation to the employer to make payroll deductions of Union membership fees.
- 13.7 Where an employee who is a member of the Union and who has authorised the employer to make payroll deductions of Union membership fees resigns his or her membership of the Union in accordance with the rules of the Union, the Union shall inform the employee in writing of the need to revoke the authorisation to the employer in order for payroll deductions of union membership fees to cease.

14. SPECIAL RATES

- 14.1 Dirty Work — Work which a foreman and an employee shall agree is of an unusually dirty or offensive nature shall be paid the amount as set out in Item 1 of Table 4 — Attachment 1 Special Rates. In the case of disagreement between the foreman and employee, the employee or his/her shop steward on his/her behalf shall be entitled, within 24 hours, to ask for a decision on the employee's claim by the employer's industrial officer (if there be one), or otherwise by the employer or the executive officer responsible for the management or superintendence of the plant concerned. In such case, a decision shall be given on the workman's claim within 48 hours of it being asked for (unless that time expires on a non-working day, in which case it shall be given during the next working day), or else the said allowance shall be paid. Any dispute arising under this subclause as to whether the work is of an unusually dirty or offensive nature shall be determined by the appropriate industrial committee.
- 14.2 Hot Places — Working for more than 1 hour in the shade in places where the temperature is raised by artificial means to between 46.1 degrees Celsius and 54.4 degrees Celsius — the amount as set out in Item 2a of Table 4 — Attachment 1 Special Rates; in places where the temperature exceeds 54.4 degrees Celsius — the amount as set out in Item 2b of Table 4 — Attachment 1 Special Rates. Where

work continues for more than 2 hours in temperatures exceeding 54.4 degrees Celsius, employees shall also be entitled to 20 minutes' rest after every 2 hours' work without deduction of pay. The temperature shall be decided by the foreman of the work after consultation with the employees who claim the extra rate.

- 14.3 Wet Places — An employee working in any place where his/her clothing or boots becomes saturated, whether by water, oil or otherwise, shall be paid the amount as set out in Item 3 of Table 4 — Attachment 1 Special Rates; provided that this extra rate shall not be payable to an employee who is provided by the employer with suitable and effective protective clothing and/or footwear. And provided further that any employee who becomes entitled to this extra rate shall be paid such extra rate for such part of the day or shift as he/she is required to work in wet clothing or boots.

15. FARES AND TRAVELLING TIME

- 15.1 All weekly employees shall be paid at ordinary rates (or overtime rates if overtime is worked) for all time occupied in traveling to and from work when they are required or directed to work at a place other than their usual place of work. When employees have a fixed starting point, they shall be paid for all time occupied in traveling between the starting point and their work and for all time in excess of half an hour from the work to the starting point. All fares shall be paid by the employer.
- 15.2 If employees are unable to reach their homes at night, all reasonable expenses incurred, in addition to fares, overtime rates if worked and weekly rates for the class of work prescribed herein, shall be paid to them.
- 15.3 An employee who is required by the employer to use his/her own motor vehicle for traveling on the employer's business shall be paid a rate as set out in Item 4 of Table 4 — Attachment 1 Special Rates.

16. HOURS

- 16.1 The ordinary working hours of non-shift/day workers, exclusive of meal times, shall average 38 per week, Monday to Friday, worked as follows:
- a) The hours to be worked will be between the span of hours 6.00 a.m. to 6.00 p.m.
 - b) Once having been fixed, the time for commencing and finishing work shall not be altered without at least 7 days' notice to the employees concerned or by mutual agreement between the employer and such employees. Where the majority of the employees and the employer so agree, the starting time may be varied to an earlier time.
- 16.2 The 38-hour average week may be implemented in any one of the following ways:
- a) by employees working less than 8 ordinary hours each day; or
 - b) by employees working less than 8 ordinary hours on one or more days each week; or
 - c) by fixing one weekday on which all employees will be off during a particular work cycle; or
 - d) by rostering the employees off on various days of the week during a particular work cycle so that each employee has one weekday off during that cycle.
- 16.3 The method of implementation of the 38 hour average week shall be at the discretion of the employer, who shall nominate which method prescribed in subclause 16.2 of this clause shall apply. Provided that the employer shall not subsequently alter the method of implementation without advising the employee subject to the alteration at least 7 days in advance of the date on which the altered method of implementation is to take effect.

17. OVERTIME

- 17.1 All work done before the starting time and/or after the finishing time fixed in accordance with clause 16, Hours, Monday to Friday, inclusive, or on a Saturday, shall be overtime and shall be paid for at the rate of time and one half for the first 2 hours and double time thereafter. Provided that all time worked after 12 noon on Saturday shall be paid for at the rate of double time. The minimum payment for work performed on a Saturday shall be four hours at the appropriate rate.
- 17.2 An employee recalled to work overtime after leaving the employer's business premises (whether notified before or after leaving the premises) shall be paid for a minimum of four hours' work at the appropriate rate for each time he/she is so recalled. Provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full four hours if the job he/she was recalled to perform is completed within a shorter period. This subclause shall not apply in cases where it is customary for an employee to return to the employer's premises to perform a specific job outside ordinary working hours or where the overtime is continuous, subject to a reasonable meal break, with the completion or commencement of ordinary working time.
- 17.3 When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least 10 consecutive hours off duty between the work of successive days.
- An employee (other than a casual employee) who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day that he/she has not had at least 10 consecutive hours off duty between those times shall, subject to this subclause, be released after completion of such overtime until he/she has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- If, on the instructions of the employer, such an employee resumes or continues work without having had such 10 consecutive hours off duty, he/she shall be paid at double rates until he/she is released from duty for such period and shall then be entitled to be absent until he/she has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 17.4 It is a requirement of this agreement that employees work reasonable overtime as requested.
- 17.5 Time worked outside the fixed hours, because an employee arrives late or finishes early, is to be regarded as ordinary time, until the normal number of ordinary hours are worked for that day. This is to be done by mutual agreement with the appropriate supervisor.

18. WAGES

- 18.1 The wage increase set out below, shall be paid to employees throughout the life of the agreement;
- a) A 4% increase in ordinary rates of pay, to take effect from the first full pay period on or after 18th January 2006.
 - b) A 4% increase in ordinary rates of pay, to take effect from the first full pay period on or after 18th January 2007.
 - c) A 4% increase in ordinary rates of pay, to take effect from the first full pay period on or after 18th January 2008.
- 18.2 The actual rates of pay to apply under this agreement are detailed in table 1 "Wage Classification System" of Attachment 1.
- 18.3 The existing Service Agreement remains in place (see "Attachment 1 – Service Agreement" Table 3.)
- 18.4 Management and the Production and Maintenance Employees have established full agreement on a Wage Classification system and definitions of appropriate skills levels and gradings are clearly defined and an assessment criteria established. The wage classification system will have six (6) levels, the skills determined per level will be specific for each work area. Competencies and skill levels at Green's General Foods Pty Limited (Glendenning) are defined in "Attachment 2 – Competencies and Skill Levels".

- 18.5 On or before the date of this Agreement all Production Employees will be classified according to the Wage classification system, in keeping with Company's requirements at each level.
- 18.6 Employees will be required to undertake formal training without loss of pay when a training need is identified through the assessment process.
- 18.7 Specific Engineering and Maintenance Department employment conditions are clarified in "Attachment 3 – Engineering & Maintenance Conditions". These conditions form part of this Agreement.

19. SHIFT WORKERS

- 19.1 Definitions — For the purposes of this clause:

"Afternoon Shift" means any shift finishing after 6.00 p.m. and at or before midnight.

"Continuous Work" means work carried on with consecutive shifts of employees throughout the 24 hours of each of at least 6 consecutive days without interruption, except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the employer.

"Night Shift" means any shift finishing subsequent to midnight and at or before 8.00 a.m.

"Rostered Shift" means a shift of which the employee concerned has had at least 48 hours' notice.

- 19.2 Hours — Continuous Work Shifts — Except as provided for in clause 20, the ordinary working hours of shift workers employed on continuous work shall be an average of 38 per week. Such ordinary working hours:

- a) shall not exceed 152 in any work cycle; and
- b) except as provided in subclause (20.4) of the said clause 20, shall not exceed:
 - (i) 8 in any 1 day; or
 - (ii) 48 in any 1 week; or
 - (iii) 88 in any 14 consecutive days; or
 - (iv) 128 in any 21 consecutive days.

- 19.3 Hours — Other Than Continuous Work — Except as provided for in clause 20, the ordinary working hours of shift workers not on continuous shifts shall be an average of 38 per week. Such ordinary working hours:

- a) shall not exceed 152 in any work cycle; and
- b) except as provided in subclause (20.4) shall not exceed:
 - (i) 8 in any 1 day; or
 - (ii) 40 in any 1 week; or
 - (iii) 80 in any 14 consecutive days; or
 - (iv) 120 in any 21 consecutive days.

- 19.4 Hours — General — The ordinary working hours of shift workers shall be worked at such times as the employer may require, provided that:

- a) Except at the regular changeover of shifts, an employee shall not be required to work more than one shift in any 24 hours.
- b) Thirty minutes shall be allowed to shift workers each shift for crib, which shall be counted as time worked.
- c) The ordinary working hours of any shift shall be worked continuously except for meal breaks, to be taken at such times as the employer may direct.

- d) No employee shall be required to work for more than five consecutive hours without a meal break.

19.5 Afternoon or Night Shift Allowances —

- a) A shift worker whilst on afternoon or night shift shall be paid for shift 15 per cent more than his/her ordinary rate.
- b) An employee who:
 - (i) during a period of engagement on shift, works night shift only; or
 - (ii) remains on night shift for a longer period than 4 consecutive weeks; or
 - (iii) works on a night shift which does not rotate or alternate with another shift or with day work so as to give him/her at least one third of his/her working time off night shift in each shift cycle; shall, during such engagement period or cycle, be paid 30 per cent more than his/her ordinary rate for all time worked during ordinary working hours on such night shift.

19.6 Saturday Shifts — The minimum rate to be paid to a shift worker for work performed between 12.00am on Saturday and midnight on Saturday shall be time and one half. Such extra rate shall be in substitution for and not cumulative upon the shift premiums in sub clause 19.5.

19.7 Overtime — Shift workers for all time worked in excess of or outside the ordinary working hours prescribed by this award or on a shift other than a rostered shift, shall:

- a) if employed on continuous work be paid at the rate of double time; or
- b) if employed on other shift work be paid at the rate of time and one half for the first 2 hours and double time thereafter, except in each case when the time is worked:
- c) by arrangement between the employees themselves;
- d) for the purpose of effecting customary rotation of shifts; or
- e) on a shift to which an employee is transferred on short notice as an alternative to standing the employee off in circumstances which would entitle the employer to deduct payment for a day.

Provided that when not less than 8 hours notice has been given to the employer by a relief employee that he/she will be absent from work and the employee whom he/she should relieve is not relieved and is required to continue to work on his/her rostered day off, the unrelieved employee shall be paid double time.

19.8 Sundays and Holidays — Shift workers on continuous shifts for work on a rostered shift the major portion of which is performed on a Sunday or holiday shall be paid as follows:

- a) Sundays — at the rate of double time.
- b) Holidays — as prescribed by clause 26, Holidays, at the rate of double time. Shift workers on other than continuous work for all time worked on a Sunday or holiday shall be paid at the rates prescribed by clause 27, Holiday and Sunday Rates of Pay.

Where shifts commence between 11.00 p.m. and midnight on a Sunday or holiday, the time so worked before midnight shall not entitle the employee to the Sunday or holiday rate; provided that the time worked by an employee on a shift commencing before midnight on the day preceding a Sunday or holiday and extending into a Sunday or holiday shall be regarded as time worked on such Sunday or holiday. Where shifts fall partly on a holiday, that shift the major portion of which falls on a holiday shall be regarded as the holiday shift.

19.9 Daylight Saving — notwithstanding anything contained elsewhere in this agreement, in any area where, by reason of the legislation of a State, summer time is prescribed as being in advance of the standard time of that State, the length of any shift:

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

In this sub clause the expressions "standard time" and "summer time" shall have the same meanings as are prescribed by the relevant State legislation.

- 19.10 Clauses 17, Overtime, and sub clause (16.1) of clause 16, Hours, shall not apply to shift workers.
- 19.11 When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least ten consecutive hours off duty between the work of successive days.

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 ordinary work on the next day that he/she has not had at least 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 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

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

The provisions of this sub clause shall apply in the case of shift workers as if 8 hours were substituted for 10 hours when overtime is worked:

- a. for the purpose of changing shift rosters; or
- b. where a shift worker does not report for duty and a day worker or a shift worker is required to replace such shift worker; or
- c. where a shift is worked by arrangement between the employees themselves.

20. SHIFT TIMES AND SHIFT CHANGEOVER REQUIREMENTS

- 20.1 The following times are standard shift patterns at the date of the agreement, which may be altered subject notice as per sub clause 20.2.

Production

Day Shift	7:00am – 3.10pm	(Mon – Fri)
Afternoon Shift	3.00pm – 11.10pm	(Mon – Fri)
Night Shift	11.00pm – 7.10am	(Mon - Sat)

- 20.2 Changes in long term shift patterns (as per sub clause 20.1) will only occur after agreement has been reached by Company, the Employees and the Union or by 28 days notice of alteration by the Company.
- 20.3 If, and when, necessary, and by discussion and agreement, the Company or part there of, may operate on a system that accepts a normal working roster being any five (5) consecutive days.
- 20.4 Twenty four (24) hours notice will be given before short term changes of shift roster from 8 hour to 12 hour roster.

- 20.5 At the end of each normal ordinary time shift worked, all shift workers shall be required to remain in attendance for an additional ten minutes before clocking off to enable smooth and efficient changeovers.
- 20.6 The ten-minute changeover time referred to in subclause (20.5) of this clause will be paid at single time but will be excluded from the calculations of:
- Annual leave payments.
 - Sick leave payments
 - Long service leave payments
 - RDO Entitlements
 - Superannuation Contributions
- 20.7 The ten-minute changeover payment will be subject to shiftloading.
- 20.8 At the beginning of each shift, each employee will be at his or her workstation ready for work at the normal scheduled starting time.
- 20.9 All shift workers will clock on and off in their work clothes.
- 20.10 Penalty rates for approved overtime will not commence to operate until the completion of the ten-minute changeover time referred to in subclause (20.5) of this clause.
- 20.11 The Final night shift of the week commencing at 11:00 pm Friday and finishing at 07:10 am Saturday shall be paid at ordinary time plus the shift allowance provided for in clauses (19.5) & (19.6).

21 MIXED FUNCTIONS

- 21.1 An employee required, on a temporary basis, to perform tasks normally assigned to employees of higher classifications, will be paid the pay rates assigned to the higher classifications as follows:
- a) for less than 2 hours: payment for the period worked;
 - b) for 2 hours or more in any one shift: payment for the whole shift;
- 21.2 An employee, acting temporarily in a higher classification, who continues in that higher classification on overtime, will continue to be paid at the higher rate of pay until completion of the overtime worked.
- 21.3 An employee can work as directed on a temporary basis to any lower classification within the group of classifications to which his/her classification belongs.

22 MEAL AND CRIB BREAKS

- 22.1 Shift Workers will be entitled to a thirty minute meal break each normal ordinary time shift which, shall be paid for and counted as time worked. All employees employed at the date of this agreement are deemed to be shift workers. This deeming shall not prejudice the Company's right to subsequently re-classify employees as day / non-shift workers if they are transferred to a day work process or operation or if the process / task they currently perform, is no longer performed on a shift work basis.
- 22.2 Day/non-shift workers shall be allowed a meal break during normal ordinary time hours of not less than 30 minutes or more than one hour.
- 22.3 Such meal breaks shall be unpaid and not counted as time worked.
- 22.4 The normal time of taking scheduled meal breaks once having been determined may be altered by the Company by mutual agreement, if it is necessary to do so in order to meet the requirements for continuity of production.

- 22.5 The Company may stagger the time of taking meal and rest breaks to meet operational requirement by majority of agreement with employees per section.
- 22.6 An Employee shall not be required to work more than five (5) hours without a break for a meal.
- 22.7 An employee working overtime shall be allowed a crib break of twenty minutes, without deduction of pay, after each four hours of overtime worked if the employee continues work after such crib break.
- 22.8 All Employees shall be allowed 10 minutes in the first half of a rostered ordinary time shift as a rest period with such time to be counted as time worked.

23. ALLOWANCES

23.1 Meal Allowance

An employee required to work overtime for more than two hours after an ordinary shift shall be paid a meal allowance unless notified on the previous day of the intention to work such overtime.

23.2 First Aid Allowance

An employee who is appointed as a first aid attendant shall be paid a weekly allowance.

23.3 Team Leader Allowance

An employee who is appointed as a Team Leader shall be paid a weekly allowance.

- 23.4 The allowances prescribed in this clause are detailed in table 2 “Allowances” in Attachment 1 of this document .

24. INTRODUCTION OF CHANGE

- 24.1 Where the Company have made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on Employees, the Company shall notify the Employees and the Union as soon as practicable after a definite decision has been made by the Company but before implementation, who may be affected by the proposed changes via the individual employees or consultative process. The Company will endeavour to give 28 days notice of such changes whenever possible.

25. CAREER STRUCTURES AND TRAINING

- 25.1 The Wage Classification System (see “Attachment 1 – Wage Classification Scheme & Service Agreement” & “Attachment 2 – Competency/Skills Analysis for Green’s General Foods Production Personnel”) will provide for a number of skill levels and job streams that will reflect the accumulation and utilisation of skills and incremental advancement.
- 25.2 The Company, the Employees and the Union recognise that this Agreement will contain a framework for career advancement.
- 25.3 Training will be provided for Employees consistent with the needs of the business.
- 25.4 All Employees will be required to utilise recognised skills and assessed competencies both individually and within their team based role.
- 25.5 The allocation of work to employees will be subject to the operational needs of the business taking into account the following:-
- a) the most effective utilisation of skilled resources.
 - b) equitable allocation of work between employees of similar level of competency or skill.
 - c) development of additional competencies and skills required by on-the-job training.

- d) planning to allow acquisition of additional skills by training.
 - e) the need to ensure exposure to a variety of tasks so as to ensure that skills and knowledge are maintained.
- 25.6 The Company's training program will aim to give Employees the opportunity to advance to the limits of their individual interests and capacities. It is recognised that progression may be limited by production requirements, training resources and the availability of equipment and safety factors.
- 25.7 Training programs will be designed and made available by the Company according to its current and future operational needs.
- 25.8 The opportunity for Employees to acquire additional skills will be initially assessed on the following:-
- a) There being a suitable vacancy or opportunity to meet operational requirements.
 - b) Application requesting to learn skills.
 - c) Applicant's work performance and attitude (e.g. Time keeping record, attendance, sick leave record etc).
 - d) Previous training undertaken.
 - e) The achievement of an acceptable level of proficiency from previous training.
 - f) Demonstrated aptitude for the skills which are to be acquired.
 - g) Interview.
- 25.9 The agreed process of consultation and grievance handling will be used for any employee who believes they have been overlooked or treated unfairly (See Attachment 4 – "Dispute and Disciplinary Procedure").

26. HOLIDAYS

- 26.1 The days upon which New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, and Boxing Day are observed, together with any day gazetted or proclaimed as a public holiday for the district in which the employee is employed, shall be holidays.
- 26.2 In addition to the holidays specified in subclause (26.1) of this clause, one additional paid holiday (in lieu of Picnic Day) shall apply in each calendar year to an employee on weekly hire. The timing of such holiday will be agreed between the parties. Generally, it will be the intention to observe this holiday at either Easter, ANZAC or Christmas breaks.
- 26.3 An employee who works continuous work and who, by the circumstances of the arrangement of his/her ordinary hours of work is entitled to a rostered day off which falls on a public holiday described by this clause, shall, at the discretion of the employer, either be paid for that day, at ordinary rates, or have an additional day added to their annual leave. This provision shall not apply when the holiday on which he is rostered off falls on a Saturday or Sunday.
- 26.4 Where an employee is absent from his/her employment on the working day before or the working day after a public holiday without reasonable excuse or without the consent of the employer, the employee shall not be entitled to payment for such holiday. Reasonable excuse shall be satisfied by a certificate from a duly qualified medical practitioner or a statutory declaration. An employee shall notify the employer of such an absence prior to normal starting time wherever practicable.

27. HOLIDAY AND SUNDAY RATES OF PAY

- 27.1 All time worked on Christmas Day and Good Friday shall be paid for at the rate of treble time.
- 27.2 All time worked on Sunday shall be paid for at the rate of two times the ordinary rate and all time worked on holidays, other than the aforesaid, shall be paid for at double time and one half.
- 27.3 For work performed on a holiday which falls on a Saturday payment shall be made at the rate of double time and one half.

27.4 The minimum payment for work performed on Sundays and holidays shall be 4 hours at the appropriate rate.

28. SICK LEAVE

28.1 A permanent employee who is absent from their work on account of personal illness, or on account of injury by accident, shall be entitled to sick leave subject to the following conditions and limitations:-

- a) The employee is entitled to sick leave if he/she has been employed permanently by the Company after a period of three (3) months.
- b) The employee shall not be entitled to sick leave for any period in respect of which he/she is entitled to Worker's Compensation.
- c) The employee should notify the Company of their inability to attend for duty prior to the commencement of their shift; should this not happen then Clause 36 will be actioned.

28.2 An employee in the first three (3) months of service is not entitled to sick leave, thereafter, in the first year of service shall be entitled to five (5) days of sick leave. During their subsequent years of service, an employee shall be entitled to ten (10) days of sick leave which shall be accumulated from year to year.

28.3 A medical certificate is required for a sick day immediately before or after a public holiday or RDO.

28.4 The employee shall prove to the satisfaction of the employer (or, in the event of a dispute, the Industrial Relations Commission of New South Wales) that he/she is or was unable, on account of such illness, to attend for duty on the day or days for which payment under this clause is claimed.

28.5 Single-day Absences — In the case of an employee who claims to be allowed paid sick leave, in accordance with this clause, for an absence of one day only, such employee, if in the year he/she has already been allowed paid sick leave on more than one occasion for one day only, shall not be entitled to payment for the day claimed unless he/she produces to the employer a certificate of a duly qualified medical practitioner that in the medical practitioner's opinion the employee was unable to attend for duty on account of personal illness or on account of injury by accident. Nothing in this subclause shall limit the employer's right under subclause (28.4) of this clause.

29. CARER'S LEAVE

29.1 Carer's or Family Leave enables employees to utilize their own sick leave to take time off to care for and support an immediate family or household member who is ill.

29.2 The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this clause where another person has taken leave to care for the same person.

29.3 The entitlement to use sick leave in accordance with this clause is subject to:

- a) The employee being responsible for the care of the person concerned; and
- b) The person concerned being:
 - (i) a spouse of the employee; or
 - (ii) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (iii) a child or an adult child (including adopted child, a step child, a foster child, or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto of the employee; or
 - (iv) a same sex partner who lives with the employee as the de factor partner of that employee on a bona fide domestic basis; or

- (v) a relative of the employee who is a member of the same household, where for the purposes of this subparagraph:
 - 1. “relative” means a person related by blood, marriage or affinity;
 - 2. “affinity” means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - 3. “household” means a family group living in the same domestic dwelling.
- c) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person’s relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

30. BEREAVEMENT LEAVE

- 30.1 An employee shall be entitled on notice to bereavement leave, up to and including the day of the funeral, without deduction of pay for a period not exceeding the number of hours worked by the employee in two ordinary days’ work on each occasion of the death of a person prescribed in subclause 30.3 below.
- 30.2 The employee shall provide proof of death to the satisfaction of the Company, if required by the Company.
- 30.3 Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of Carer’s Leave in subclause 29.3 provided that for the purposes of bereavement leave, the employee need not to have been responsible for the care of the person concerned.
- 30.4 An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- 30.5 An employee shall be entitled to bereavement leave under this clause in the event of the death outside Australia of a person prescribed in subclause 30.3, if the employee goes overseas to attend the funeral.

31. PARENTAL LEAVE

- 31.1 Employees are entitled to parental leave as prescribed by the relevant legislation in force from time to time.

32. ANNUAL LEAVE

- 32.1 Permanent employees are entitled to four (4) weeks annual leave per year.
- 32.2 Employees are required to submit a leave form to their supervisor for approval before the leave is taken.
- 32.3 Employees receive Annual Leave Loading of 17.5% of annual leave gross pay at the same time that annual leave is paid.
- 32.4 This clause extends to an employee who is given and takes an annual holiday and who would have worked as a shift worker if not on holiday; provided that, if the amount to which the employee would have been entitled by way of shift work allowances and weekend penalty rates for the ordinary time (not including time on a public or special holiday) which the employee would have worked during the period of the holiday exceeds the loading calculated in accordance with this clause, then that amount shall be paid to the employee in lieu of the loading.

33. LONG SERVICE LEAVE

- 33.1 See Long Service leave Act 1955

34. REPATRIATION LEAVE

34.1 Upon the production of evidence satisfactory to the employer, an employee who is entitled to supervision by the Department of Veteran's Affairs shall be entitled to be paid the employee's award rate of pay; provided that the employer shall be obliged to make such payments on not more than four occasions in any year and payment is not to exceed four hours' pay on each occasion.

35. JURY SERVICE

35.1 An employee 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 of the employee's attendance for such jury service and the amount of wage the employee would have received in respect of the ordinary time the employee would have worked had the employee not been on jury service.

35.2 An employee shall notify the employer as soon as possible of the date which the employee is required to attend for jury service. Further, the employee shall give the employer proof of their attendance, the duration of such attendance and the amount received in respect of such jury service.

36. ABSENTEEISM CONTROL MEASURES

36.1 Sick Leave is unlike Annual Leave or Long Service Leave in that it is conditional upon an employee being ill or injured to the point of being unfit for duty. It is an insurance to protect the Employee and his/her family against hardship should he/she be unable to continue his/her normal occupation and should be only so utilised.

36.2 This procedure is designed to curtail sick leave abuse by employees who are absent from work and who are not genuinely unfit for duty and is to operate notwithstanding the provisions of clauses 28.1 to 28.5 - Sick Leave.

36.3 Procedures

- a) The Companies will review the sick leave records regularly with a view to establishing whether Employee attendance is satisfactory.
- b) Any employee with an unsatisfactory record shall be interviewed by the Company. If the discussions in respect to the absences do not provide satisfactory reason for the absences, then a letter of warning shall result. The employee shall be given the opportunity to have a representative present during the interview.
- c) If no improvement is observed within a specified time, the employee will again be interviewed. If the interview results in unsatisfactory reasons being given, then a second letter of warning will be sent to the employee. This may also indicate that proof of illness or a certificate may be required for any further absences.
- d) If the above action still results in unsatisfactory attendance at work, then a final warning is to be given and if this is disregarded then grounds will have been established for termination of the employment.

36.4 The above procedure does not operate to withdraw the Company's right to take termination action or other disciplinary action against any employee if that employee has been found guilty of filling out a false sick leave application form and claiming leave pay when that person was not genuinely on sick leave. This is a matter relating to fraudulent misrepresentation, which may justify instant dismissal.

37. REDUNDANCY

37.1 If Green's General Foods Pty Limited (Glendenning) makes a decision, due to changes in production, program, organisation, structure or technology that it no longer wishes the job an employee has been

doing to be done by anyone, the employee's position will become redundant. Examples of redundancy situations include the introduction of new technology, long term demand changes and a restructure of the business.

37.2 Selection Criteria

If more than one employee performs work in a position, which will be made redundant, Green's will select the employees for redundancy on the following basis:

- a) Area Classification/Skills Competency
- b) Shift Effected

37.3 Consultation

As soon as practicable after Green's has made a definite decision that employee positions will become redundant, Green's will hold discussions with the employees directly affected, about the following matters:

- a) the reasons for the proposed terminations;
- b) measures to avoid or minimise the terminations;
- c) measures to mitigate any adverse effects of any terminations on employees;
- d) the number and levels of employees likely to be affected; and
- e) the period over which the terminations are likely to be carried out.

For the purposes of the discussions, Green's will give the employees directly affected, all relevant information about the proposed terminations. Green's will not however be obliged to disclose confidential information to employees that would adversely affect it.

37.4 Notice

The period of notice Green's will provide permanent employees on termination of their employment for reasons of redundancy is:

Employee under 45 4 weeks	Employee 45 or over 5 weeks
------------------------------	--------------------------------

Green's may require an employee to work out the notice period or make a payment to the employee instead of providing the notice. This means that if Green's require an employee to work out the notice period it will not make any payment to the employee in relation to notice.

If an employee is required to work out the notice period (or work out part of the period) he or she is required to carry out his or her normal duties at existing performance levels.

37.5 Redundancy Pay

In addition to the period of notice detailed in clause 37.4 above, if a permanent employee's employment is terminated for reasons of redundancy, Green's will pay the employee four (4) weeks pay for each completed year of continuous service and if his or her service during the final year exceeds six (6) months, an additional two (2) weeks pro-rata payment will be paid on the termination of his or her employment with Green's.

If an employee's employment is terminated for reasons of redundancy and he or she has less than one (1) year of continuous service, Green's will pay four (4) weeks pay as a redundancy payment to him or her.

For the purpose of calculating an employee's redundancy payment a weeks pay includes the ordinary rate of pay, shift penalties (averaged if rotating) and allowances provided for in this agreement at the time of termination. Maximum payment made will be 60 weeks (including notice and year of service multiplier).

Example

	Employee under 45	Employee 45 or over
Notice	4 weeks	5 weeks
Eg. 14years x 4 weeks	56 weeks	56 weeks
TOTAL	60 weeks	60 weeks
If 15 years	60 + 4 = 64	60 + 5 = 65
	64 weeks is in excess of 60. Maximum of 60 weeks applies	65 weeks is in excess of 60. Maximum of 60 weeks applies.

For the purpose of calculating continuous service, service as a casual employee will not be counted.

37.6 Long Service Leave

Payment in accordance with the Long Service Leave Act for employees made redundant and who have more than five (5) years service, long service leave will be paid on a pro-rata basis.

37.7 Sick Leave

If a permanent employee is made redundant and has accumulated sick leave at the time of termination of his or her employment, Green's will pay out the employee's sick leave on termination.

37.8 Time Off for Job Interviews

Green's General Foods Pty Limited (Glendenning) will provide redundant employees with paid time off, up to a maximum of 8 hours to search for employment during the notice period. Payment will only be made by Green's General Foods Pty Limited (Glendenning) where it has been given advance notice of the absence including during the duration of the absence and it has given its approval for the employee to take the time off.

37.9 Additional Assistance

Green's will also provide administrative and clerical assistance to the permanent employees who are selected for redundancy to search for other employment during the notice period. Examples of the assistance Green's will make available include: typing of resumes, access for the purpose of photocopying resumes and certificates (up to 20 pages) and access to the telephone to arrange interviews (local calls only).

37.10 Certificate of Service

All redundant employees will be given a Certificate of Service stating reason of termination, classification and length of service.

37.11 Alternative Employment

If Green's offers an employee whose employment would otherwise be terminated by reason of redundancy an acceptable alternative position, or if Green's obtains acceptable alternative employment for such an employee, Green's will not make a redundancy payment to the employee should he or she accept or reject the alternative employment.

A position will be considered an acceptable alternative position if the position offers substantially the same terms and conditions of employment as the employee's current terms and conditions.

37.12 General

No employee will be entitled to redundancy payments unless their employment is terminated by Green's as a result of genuine redundancy. Any decision in this respect is solely at the discretion of Green's.

37.13 Minimum Entitlements

If any employee's redundancy pay calculated according to the provisions for sub clause (37.5), is less than the minimum entitlements contained in the Storeman and Packers General (State) Award provisions. Then the award provisions shall prevail over this agreement.

The minimum award provisions for employees under 45 years of age are:

Years of Service	Under 45 Years of Age Entitlement
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks

The minimum award provisions for employees over 45 years of age are:

Years of Service	45 Years of Age and Over Entitlement
Less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

38. HEALTH AND SAFETY

- 38.1 In accordance with the Occupational Health and Safety Act 2000, the Company shall ensure the health, safety and welfare at work of all their employees. Any protective clothing or safety equipment required shall be provided by the Company and used in accordance with safety policies.
- 38.2 Employees will participate in activities to support the Company's Health and Safety policies including, but not limited to:
- a) housekeeping and cleaning as part of normal duties.
 - b) training in emergency practices, simulations and first aid.
 - c) safety training.
 - d) safety audits.
 - e) incident/injury reports and follow up.
 - f) risk assessment reports and participation.
- 38.3 The Company, the Employees and the Union commit to the Company's Safety, Hygiene, Housekeeping and GMP policies.
- 38.4 The Company is committed to the development of a Drug and Alcohol Policy, in conjunction with the site Occupational Health and Safety Committee, that meets our obligation under NSW Occupational Health and Safety Act 2000 and any other relevant legislation.

39. ROSTERED DAYS OFF

- 39.1 The Company's business requires it to operate, whereby RDO's will be taken at a mutually agreed time between the Employees and the Company.
- 39.2 These hours must be used when a maximum 2 RDOs is reached.

40. UNIFORMS

- 40.1 The Company will provide uniforms in accordance with the Company's policy. This policy will be revisited through consultation, and will be in accordance with the work areas needs and requirements.

41. SUPERANNUATION

- 41.1 The Company will contribute compulsory employer superannuation guarantee contributions into either the default fund or a nominated complying superannuation fund on behalf of an employee in accordance with superannuation legislation in force from time to time.

42. UNION DELEGATE

- 42.1 The Company will allow a delegate appointed by the Employees and whose name has been forwarded by the Union in writing to the company, the necessary time during working hours to interview his/her representatives on matters affecting the Employees whom the delegate represents. Such delegates shall be granted reasonable access to time off without loss of ordinary pay to attend legitimate Union business off-site provided:
 - a) Written confirmation is received by the Company from the State Secretary of the Union that the delegate is required , and;
 - b) That a reasonable period of notice is given to the Company; and
 - c) Only one union delegate will be absent from duty to attend off site Union business at any one time.

43. UNION RECOGNITION AND MEMBERSHIP

- 43.1 For the duration of this Agreement, Green's Foods recognizes the National Union of Workers as the union representing all Employees in related classifications who are covered by this Agreement. This representation extends to all terms and conditions of employment, whether or not those terms and conditions are covered by this Agreement.
- 43.2 All Employees shall be given the opportunity to join the union.
- 43.3 All new employees will be introduced to the site delegate on engagement.

44. ANTI-DISCRIMINATION

- 44.1 It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 44.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award, the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.

- 44.3 Under the Anti-Discrimination Act 1977, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 44.4 Nothing in this clause is to be taken to affect:
- a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - b) offering or providing junior rates of pay to persons under 21 years of age;
 - c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - d) a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 44.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

NOTES —

- a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

“Nothing in this Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion”.

45. AGREEMENT NOT TO BE USED AS A PRECEDENT

- 45.1 The Company and the Employees and the Union, agree that the contents herein are not able to be used as a precedent within any other sections or part of the Company’s operations in Australia, ie this Agreement applies only to the Green's General Foods Pty Limited (Glendenning) operation.

46. NO EXTRA CLAIMS

- 46.1 The Company, the Employees and the Union undertake that for the life of this agreement they will not make any claims regarding wages or conditions of employment.

47. TRANSMISSION OF BUSINESS

This agreement shall apply to any successor, assignee or transmittee of all or any part of the business of the Company and its employees who are employed by the transmittee at the date of any such transmission or assignment. This clause shall not apply to any employees engaged by the successor after the date of any such transmission or assignment.

48. SIGNATORIES TO AGREEMENT

For and on behalf of the Company, Green's General Foods Pty Limited (Glendenning) 29 Glendenning Road, NSW, 2761.

Graham Pearson
 Human Resources Manager
 Greens General Foods

Date:

For and on behalf of the National Union of Workers (NSW) Branch

Derrick Belan
 State Secretary

Date:

ATTACHMENT 1 - WAGE CLASSIFICATION SCHEME & SERVICE AGREEMENT

Table 1

WAGE CLASSIFICATION SYSTEM			
Classification	\$ per week from the first full pay period on or after 18th January 2006 (includes 4% increase)	\$ per week from the first full pay period on or after 18th January 2007 (includes 4% increase)	\$ per week from the first full pay period on or after 18th January 2008 (includes 4% increase)
Level 1	\$673.79	\$700.74	\$728.77
Level 2	\$707.39	\$735.69	\$765.11
Level 3	\$723.35	\$752.28	\$782.38
Level 4	\$760.24	\$790.65	\$822.28
Level 5	\$797.12	\$829.00	\$862.16
Level 6	\$815.55	\$848.17	\$882.10
Maintenance Tradesperson	\$1,067.04	\$1,109.72	\$1,154.11

Table 2

Allowances			
Allowance	\$ per week from the first full pay period on or after 18th January 2006	\$ per week from the first full pay period on or after 18th January 2007 (includes 4% increase)	\$ per week from the first full pay period on or after 18th January 2008 (includes 4% increase)
Meal Allowance	\$9.95	\$10.35	\$10.76
First Aid	\$10.00	\$10.40	\$10.82
Team Leader	\$68.64	\$71.39	\$74.24

Table 3

Service Agreement		
Years of Service	Weekly Equivalent Payment	Annual Payment Each December
One (1) to Two (2) Years	\$2.00	\$104.00
Three (3) to Five (5) Years	\$5.00	\$260.00
Six (6) to Eight (8) Years	\$8.00	\$416.00
Nine (9) or Greater	\$10.00	\$520.00

Table 4

SPECIAL RATES			
Item No.	Agreement Clause No.	Description	\$ Amount
1	14.1	Dirty Work	0.42 per hour extra
2a 2b	14.2	Hot Places - Between 46 and 54.4o Celsius Exceeds 54.4o Celsius	0.42 per hour extra 0.57 per hour extra
3	14.3	Wet Places	0.42 per hour extra
4	15.3	Use of own vehicle	0.63 per km

ATTACHMENT 2

COMPETENCY/SKILLS ANALYSIS FOR GREEN'S GENERAL FOODS PRODUCTION PERSONNEL

Green's Competencies

It is a general requirement that the performance of the competencies be:

- Within State legislative requirements where appropriate
- Within legislative and company safety standards
- Free of error
- To Quality Assurance standards
- To OH&S standards

The competencies have been generally, modeled on industry operating standards and have some flexibility to allow for revision as required.

A person at a given competency level is assumed to be competent at the lower levels. In general, lower level competencies have not been listed in the higher levels.

When an Employee is able to run a combination of machines efficiently and meets all aspects of the evaluation criteria (as set out below) and the Assessor is satisfied that they meet these competencies, the Employees grading Level can be reviewed.

Machinery used in both the Cereals, Dry Mix and Wet Mix areas have been classified according to levels of competency required for operation.

Grading Classifications

Machinery Proficiencies:

Level One/Two:

- single/multi purpose machine - basic on/off controls
Example: Machine #2

Level Three:

- one or more machines using complex controls, single multi purpose machine - array of controls - may require operator to monitor preceding and/or subsequent activities at same time.
- close attention required for specific task/activity .
- accurate manipulation required to adjust machine controls
Example: Machines #1, #8,#9, #10, #11,#12
Maple Syrup Packing Line, Vinegar Packing Line, Gravy Filling Line (Wet Mix), Cereals Bulk Line.

Level Four:

- One or more machines using complex controls – may require operator to monitor a variety of machines simultaneously.
- Detailed Manipulation
Example: Machines #3, #4,#5,#6, #15, #16
Water Ice, Mayonnaise, Gravy Cooking (Wet Mix), Mixers in Dry Plant, Maple Syrup Mixing and Maple Syrup Line, TNA Packing Line (Wet Mix).

Level Five:

- One or more machines using complex controls – may require the operator to monitor a variety of activities simultaneously.
- Precision manipulation may be required.
Example: Machines #4 and #17
Peanut Butter, Vinegar Processing, Warehousing / Materials Handling, Lolly Gobble Processing, Aztec Processing, Microwave Popcorn, Cereals Extrusion, Cereals Bosch Packing line.

Level Six:

- Team Leader

EVALUATION CRITERIA

Level One

Overview: Entry level employee who has completed induction program and is being trained to perform Level two tasks (approximately three months)

Level of Supervision

- Constant direction and assistance to be provided

Level of Decision-Making Responsibility

- Follow specific instructions and defined procedures

Communication Skills

- Basic literacy and numeracy - follow verbal and written instructions and procedures

Teamwork

- Work and communicate within team

OH&S

- Knowledge of OH&S policies and procedures (basic Induction)

Computer skills

- None required

Level of Quality Assurance

- Responsible for quality of own work

Typical Responsibilities/Tasks:

- Routine manual duties
- Packing
- Weight and seal checks
- General labouring
- Housekeeping and cleaning duties

Skill/Unit of Competency	Performance Criteria
1.1 Complete Induction Program	Basic OH&S
	First Aid Procedures
	Customer Awareness
	Quality Guidelines
	Evacuation and Fire Procedures
	Housekeeping
	GMP, Hygiene and Sanitation
•	Enterprise Agreement / Competencies for next level

EVALUATION CRITERIA

Level Two

A Level Two employee has achieved the relevant competencies of Level One.

Overview: An employee at this level is involved in manual and simple automated processes at a high level of efficiency and contributes to a team environment.

Level of Supervision

- Direction and assistance provided as required

Level of Decision-Making Responsibility

- Exercise only minimal decision making
- Follow specific instructions/directions/procedures in the correct order

Communication Skills

- Basic literacy and numeracy - follow verbal and written instructions and procedures
- Accurate recording of basic information

Teamwork

- Work and communicate within a team
- Assist in training employees aspiring to Level two through verbal instruction and/or demonstrating process

Computer skills

- Basic keyboard or touch screen computer operation if required

OH&S

- Knowledge and application of OH&S policies and procedures

Level of Quality Assurance

- Responsible for quality of own work
- Recognise deviations or faults in materials/product: take corrective action or
- notify appropriate personnel

Typical Responsibilities/Tasks:

- Hand pack products
- Operate simple machines - classified as Level 2
- Manually load/unload product into machine
- Identify basic machine faults
- Clean equipment
- Operate hand pallet trolley
- Transfer/weighing of waste material
- Make checks and set use by dates and codes

2.1 Manual Handling in the Packaging/Production process

Skill/Unit of Competency	Performance Criteria
2.1.1 Load unload product/packing into packaging/production line	Load Materials
	Make checks; date, code, best before dates, contamination, seals
2.1.2 Hand Pack product into boxes, bags, outers.	Hand pack the required number of products into boxes, bags or outers.
	Make appropriate checks
2.1.3 Stack packaged product	Stack packaged product on pallets according to OH&S requirements

EVALUATION CRITERIA

	Apply pallet tickets
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2.2 Manually store/transfer stock.

Skill/Unit of Competency	Performance Criteria
2.2.1 Manually store and transfer stock	Store/transfer ingredients according to OH&S requirements
	Follow stock rotation procedures
	Weigh waste material
2.2.2 Transfer Waste	Transfer waste material according to procedures

2.3 Operate simple automated outer packaging process.

Skill/Unit of Competency	Performance Criteria
2.3.1 Set up packaging machine	Set up machines to SOP
2.3.2 Operate outer packaging machine	Operate packaging process using simple automated equipment
	Faults identified and reported
	Clean according to SOP

2.4 Operate simple process machine

Skill / Unit of Competency	Performance Criteria
2.4.1 Set up machine	Set up machines to SOP
2.4.2 Operate Level Two process machine	Run Machine following production procedure - SOP
	Clean according to SOP requirements
2.4.3 Record production / QA data	Complete checklists / reports

2.5 Clean Equipment

Skill / Unit of Competency	Performance Criteria
2.5.1 Clean Equipment	Identify need for cleaning
	Clean according to SOP
2.5.2 Complete housekeeping duties	Perform Housekeeping tasks as required
	Make appropriate checks

Level Three

An employee at level Three has achieved the relevant competencies of levels One and Two

Overview: An employee who is able to operate less complex packaging line or production

line/system and/or warehousing function classified at Level Three at a high level of efficiency.

Machine Proficiency:

- #1 Icing Sugar
- #8 Sachets
- #9 Cornflour / Cake Mix
- #10 Raw Sugar
- #11 Rice/Bran
- #12 Cake Mixes

Maple Syrup Packing Line, Vinegar Packing Line, Gravy Filling Line (Wet Mix), Cereals Bulk Line.

Level of Supervision

- Assistance and support available on a regular basis

Level of Decision-Making Responsibility

- Limited decision making
- Make some decisions within limits of tasks without supervisory assistance

Communication Skills

- Follow detailed instructions/procedures
- Record information accurately as required

Teamwork

- Co-ordinate and monitor work of team members
- Assist in training employees aspiring to be level Three through verbal instruction and/or demonstrating process

Computer skills

- Access and/or accurately input information as required

OH&S

- Knowledge and application of OH&S policies and procedures with responsibility for safety of others in the work area

Level of Quality Assurance

- Responsible for quality of own work and team
- Recognise quality assurance problems and take/recommend action

Typical Responsibilities/Tasks:

- Operate packaging and production machines or forklift classified as Level Three
- Identify faults in process
- Clean equipment
- Complete running adjustments to equipment
- Carry out routine maintenance
 - follow basic maintenance procedures to complete routine service and adjustments

3.1 Receive Goods

Skill/Unit of Competency	Performance Criteria
3.1.1 Receive bulk product / raw	Receive bulk product/raw materials/

materials/finished goods	finished goods and complete required checks
	Check items with order and delivery docket
	Complete appropriate paperwork
	Make adjustments or notify appropriate person if problem / fault.
	Weigh/Transfer Waste

3.2 Package Product

Skill/Unit of Competency	Performance Criteria
3.2.1 Set up Machine	Set up packaging materials, bins.
	Set weight controls , date, bar code, ratios, speeds, etc.
	Set up and adjust seals
3.2.2 Operate Packaging Machine	Operate packaging process according to SOP
	Test reject mechanisms
	Store/transfer products/ingredients
	Weigh, record, transfer waste

3.3 Manufacture Product

Skill/Unit of Competency	Performance Criteria
3.3.1 Set up Machine	Set up machine for operation according to formulation
	Select and assemble ingredients according to formulation
	Make adjustments for package/product
	Do test run
3.3.2 Operate Machine	Operate production line according to SOP
3.3.3 Test Quality of Product	Test quality of product according to QA procedures
3.3.4 Record Production data and Quality Assurance	Complete checklists/reports

3.4 Transfer Loads

Skill/Unit of Competency	Performance Criteria
3.4.1 Prepare forklift for operation	Prepare as required in forklift licence
	Conduct Routine checks prior to use.
3.4.2 Drive Forklift	Drive forklift according to licence/safety standards
3.4.3 Operate Forklift	Operate to licence/safety standards

3.4.4 Transfer Goods	Stock Pick using pick lists
	Load and unload according to safety standards
3.4.5 Handle basic stock requirements	Check quantities and locations using BPCS
3.4.4 Stock Movements recorded	Stock Movement recorded according to procedure
	Movements, spillage/damage recorded
	Faults detected and reported
	Stock receipted on computer

3.5 Perform Cleaning and Minor Routine Maintenance

Skill/Unit of Competency	Performance Criteria
3.5.1 Perform Cleaning and Minor Routine Maintenance	Perform basic running adjustments to equipment
	Clean equipment internally
3.5.2 Identify and correct problems with seals and weight control	Identify and correct
	Report complex problems to supervisors
3.5.3 Perform housekeeping duties	Perform required housekeeping duties

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3.6 Co-ordinate Team

Skill/Unit of Competency	Performance Criteria
3.6.1 Co-ordinate Team tasks	Allocate tasks

EVALUATION CRITERIA

Level Four

An employee at Level Four has achieved the relevant competencies of Levels One, Two and Three

Overview: An employee who is able to operate a number of packaging machines in an entire packaging/production line/system involving more than one production process and/or control an inventory transaction at a high level of efficiency

Machine Proficiency:

- #3 Sugar
- #4 & #5 Flour Packing
- #6 Pancake & Gravy
- #15 Pasta & Sauce
- #16 Sauces

Water Ice, Mayonnaise, Gravy Cooking (Wet Mix), Mixers in Dry Plant, Maple Syrup Mixing and Maple Syrup Line. TNA Packing Line (Wet Mix).

Level of Supervision

- Assistance and support available on a general basis

Level of Decision -Making Responsibility

- Limited decision making
- Make some decisions within limits of tasks without supervisory assistance

Communication Skills

- Follow detailed instructions/procedures
- Record information accurately as required

Teamwork

- Allocate, co-ordinate and monitor work of team members
- Assist in training employees aspiring to be level Four through verbal instruction and/or demonstrating process

Computer skills

- Access and/or accurately input information as required for job

OH&S

- Knowledge and application of OH&S policies and procedures with responsibility for safety of others in the work area

Level of Quality Assurance

- Responsible for quality of own work and team
- Recognise quality control problems and take/recommend action

Typical Responsibilities/Tasks:

- Operate a range of packaging machines or forklift classified at Level Four
- Control stock movement
- Assist in basic maintenance

4.1 Prepare and Monitor entire packaging line

Skill/Unit of Competency	Performance Criteria
4.1.1 Set up Packaging Line	Set up packaging line for operation according to SOP
4.1.2 Set up Packaging Line	Operate Packaging Process
	Monitor Waste as required
4.1.3 Conduct basic in – process tests on packaged equipment	Report complex problems to supervisors
	Make appropriate adjustments according to QA

4.2 Prepare and Monitor Product Sub Group

Skill/Unit of Competency	Performance Criteria
4.2.1 Prepare and set up Machine	Clean machine taking care with sensitive mechanisms
	Read and adjust electronic scales
	Make weight adjustments
4.2.2 Prepare ingredients / raw materials	Identify, assemble and weigh ingredients according to formulation
	Ensure correct blending of raw materials
4.2.3 Operate machine	Run Machine
	Set up packaging as required
	Make necessary adjustments ,eg, size changes, mixing times
4.2.4 Record Production and QA data	Complete checklists / reports

4.3 Control Movement of Raw Materials, Bulk products and Finished goods Stocks

Skill / Unit of Competency	Performance Criteria
4.3.1 Check Load on receipt or dispatch	Complete all paperwork accurately
	Check Purchase Order / Invoice
	Identify and access appropriate stock
4.3.2 Control stock of raw materials/ bulk products and finished goods	Materials controlled according to Safety and Hygiene requirements.
	Materials transferred / available according to production schedules
4.3.3 Check samples	Samples checked following QA procedures
4.3.4 Stock rotation procedure followed	Stock rotated according to system
4.3.5 Complete stocktake / cycle counting	Stocktake completed accurately and according to schedule

4.4 Perform Cleaning and Routine Maintenance

Skill/Unit of Competency	Performance Criteria
4.4.1 Conduct Routine Maintenance	Maintain Machinery as required ,e.g., lubrication, sealing jaws.
4.4.2 Clean equipment according to SOP	Identify need for Cleaning
	Clean according to SOP

4.4.3 Complete / Monitor Housekeeping duties	Complete housekeeping as required
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4.5 Co-ordinate work activity

Skill/Unit of Competency	Performance Criteria
4.5.1 Co-ordinate work of employees	Plan work and encourage effective teamwork.

EVALUATION CRITERIA

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Level Five

An employee at Level Five has achieved the relevant competencies of Levels One, Two, Three and Four

Overview: An employee who operates an entire complex production line/system at Level Five classification to finished product or operates more than one; packaging system/line at Level Five classification and/or entire warehouse function from receipt to dispatch at the highest level of efficiency.

Machine Proficiency:

17 Bosch Cake Mixes Dry Mix

Peanut Butter, Vinegar Processing, Warehousing/Materials Handling, Lolly Gobble Processing, Aztec Processing, Microwave Popcorn, Cereals Extrusion, Cereals Bosch Packing line

Level of Supervision

- Work with minimal Supervision
- Receive advice and guidance on limited basis.

Level of Decision-Making Responsibility

- Some supervisory responsibility and accountability

Communication Skills

- Follow complex instructions
- Interpret/record/report detailed information

Teamwork

- Allocate, co-ordinate and monitor work
- Provide advice and assistance on all lower level machines in a particular section
- Assist in training employees aspiring to Level Five through verbal instruction and/or demonstrating process

Computer skills

- Access and/or accurately input information as required for job

OH&S

- Knowledge and application of OH&S policies and procedures with responsibility for safety of others in the work area

Level of Quality Assurance

- Responsible for quality of own work and for the team
- Recognise quality control problems and take/recommend action

Typical Responsibilities /Tasks:

- Identify and overcome production/packaging problems
- Conduct entire range of in-process tests as per specifications
- Operate more than one packaging line simultaneously
- Operate production line
- Control storage and/or transfer of materials

5.1 Prepare and monitor more than one packaging/production line

Skill/Unit of Competency	Performance Criteria
5.1.1 Set up line for operation	Set up packaging line for operation according to SOP
5.1.2 Operate Line	Run according to SOP
5.1.3 maintain Quality control during packaging / production process	Conduct in-process tests using basic testing equipment and make necessary adjustments
	Conduct tests on product and make necessary adjustments
5.1.4 record QA and Production Data	Complete checklists / reports

- **5.2 Control warehouse inventory from receipt to dispatch**

Skill/Unit of Competency	Performance Criteria
5.2.1 Liaise wit outside warehouses and suppliers	Co-ordinate delivery and production schedules

5.3 Conduct Cleaning and Routine Maintenance

Skill/Unit of Competency	Performance Criteria
5.3.1 Clean Equipment	Identify need for cleaning
	Clean according to SOP
5.3.2 Conduct Routine Maintenance	Make size changes and conduct other specific tasks as required
5.3.3 Complete /Monitor Housekeeping duties	Complete housekeeping duties as required

5.4 Co-ordinate Teamwork

Skill/Unit of Competency	Performance Criteria
5.4.1 Co-ordinate Work and Suppliers	Allocate tasks to ensure effective team work

EVALUATION CRITERIA

Level Six

An employee at Level Six has achieved the relevant competencies of levels One, Two, Three, Four and Five

Overview: The employee oversees part of, or entire operation in a section

Level of Supervision

- Take full responsibility for the section under their control

Level of Decision-Making Responsibility

- Total accountability / reporting responsibilities to management

Communication Skills

- Interpret/analyse/explain complex instructions/information
- Write reports, document information
- Develop specifications, training programs

Teamwork

- Plan, organise and monitor multiple activities, determine daily priorities
- Supervise training at all levels

Computer skills

- Efficiently access and operate relevant software

OH&S

- Knowledge and application of OH&S policies and procedures with responsibility and accountability for safety of all personnel in their section

Level of Quality Assurance

- Audit quality assurance; identify and report faults, taking action to prevent recurrence.

Typical Responsibilities / Tasks:

- Oversee production/packaging/warehouse inventory processes and performance
- Identify problems, solve or investigate solutions
- Oversee performance in section
- Operate machinery and/or fulfill other functions as required
- Good working knowledge- of all machines/operations in section

6.1 Prepare and monitor more than one packaging/production line

Skill / Unit of Competency	Performance Criteria
6.1.1 Oversee the performance of production / packaging	Oversee the set-up of production / packaging process for operation according to SOP
6.1.2 Oversee Quality Control of area	Oversee Quality Control, diagnose and rectify problems.

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6.2 Oversee performance of Warehouse System

Skill/Unit of Competency	Performance Criteria
6.2.1 Raise picking slips and Invoices	Accurately prepare and input information
6.2.2 Co-ordinate transactions within warehouse	Issue stock into factory
	Organise storage of finished product
6.2.3 Co-ordinate transactions with outside warehouses and suppliers	Use knowledge of sequencing in production and schedules to ensure smooth operation

6.3 Conduct Cleaning and Routine Maintenance

Skill/Unit of Competency	Performance Criteria
6.3.1 Co-ordinate routine maintenance and cleaning of system	Assist in planning routine maintenance and cleaning programs
6.3.2 Oversee Housekeeping	Ensure all housekeeping duties are completed

6.4 Oversee the performance of Employees

Skill/Unit of Competency	Performance Criteria
6.4.1 Monitor the performance of employees	Develop employees through coaching and counselling
6.4.2 Develop effective teamwork	Encourage effective teamwork
6.4.3 Provide/Assist with training	Identify need for training
	Co-ordinate and direct production personnel to tasks
6.4.4 Accountable for shop floor control	Plan resources to ensure smooth operation.

6.5 Liaise across departments

Skill/Unit of Competency	Performance Criteria
6.5.1 Liaise with other internal departments	Co-ordinate required materials

ATTACHMENT 3 – ENGINEERING AND MAINTENANCE EMPLOYMENT CONDITIONS

Hourly Rate

- I. The hourly rate encompasses all trade and post trade qualifications.

Duties

- I. All duties performed are to be within individuals skill set

Transition Provisions

- I. Prior to the making of this agreement, maintenance tradespersons were on an annualised remuneration system that incorporated 192 hours of overtime per annum.
- II. As at the date of the making of this agreement, there was a number of tradespersons who, on a pro rata basis, have worked less than the agreed hours as a proportion of the 192 hours, referred to above.
- III. The maintenance tradespersons referred to in (ii) above, will be required to make up the proportionate shortfall by 30th April 2006. Until such time as the shortfall is made good, the provisions of clause 12 Overtime of this agreement, will not apply to such tradespersons.

Training

- I. Training and sharing of knowledge is deemed a core function of the maintenance group.
- II. Training will be provided for Employees consistent with the needs of the business.

ATTACHMENT 4 – DISPUTE AND DISCIPLINARY PROCEDURE

Dispute Procedure

Q. What happens if you, individually or with other employees have a dispute or grievance about work or a work related matter?

A.

- 1** In relation to any work related issue or problem, you will immediately notify your supervisor as soon as possible about the matter and request a meeting with him or her to discuss it. This meeting must occur within five days of the incident. At this meeting you and the supervisor will attempt to resolve the matter by:
 - you and your supervisor conferring on the matter; and
 - the supervisor responding either verbally or in writing to the issue within 24 hours of the meeting finishing.
 - 2** (II) If you are not satisfied with the supervisor's response, you can arrange another meeting with the Production Manager. This meeting should occur within 48 hours, with a response to you within 24 hours of the meeting finishing. If a longer period is required, you will be immediately notified by the Production Manager. The employee may seek representation (employee of their choice eg; Union, OH&S Committee person or team leader) at this stage of the procedure.
 - 3** (III) When either party believes the above procedure is completed, documented notification must be given by one party to the other and a formal 72 hour cooling off period will commence from the receiving of notification before any further action can be taken. Normal work will continue. This is to allow for further dispute resolution to take place without the loss of wages or production.
 - 4** (IV) If the matter is not resolved after this meeting either party may refer the matter to the relevant tribunal for assistance in relation to the particular issue or matter.
- While the above procedure is being followed, work shall continue as normal and status quo applies.

Disciplinary Procedure

Q. What is the procedure the Company must adopt if it wants to discipline you about your work performance or other matters of concern to the Company?

A. The Company will not intentionally terminate you in an unlawful manner. To this end, the Company will adopt the following procedures when disciplining you for misconduct, poor work performance or other conduct warranting, in the Company's opinion, an official warning. The type of disciplinary action to be invoked will depend on the severity or frequency of the alleged offence.

- 1 If a problem occurs, your supervisor will initially interview you and explain the matters for concern and improvements expected.
- 2 Both your supervisor and the Production Manager will later interview you. The matter of concern will be fully outlined to you at the meeting. At this stage you may be given an official warning about the matter. You will receive a record of the meeting, which will include the matters raised with you and the response by you to the allegation(s). A copy of the written warning (if any) will be placed on your file for a period of six months unless you have convinced the Company that such warning is not appropriate and the Company accepts your explanation. The employee may seek representation (employee of their choice e.g. Union, OH&S Committee person, Consultative Committee person or team leader) at this stage of the procedure.

ATTACHMENT 4 – DISPUTE AND DISCIPLINARY PROCEDURE continued

- 3 If there is no improvement in your behaviour or performance within the stipulated period set out in the first written warning, or further acts of misconduct or poor performance recurs within that period, you will receive a second written warning, but only after the same procedure that was adopted for the first warning has been followed. This second warning will stay on your file for twelve months.
- 4 If you do not satisfactorily improve your performance within the agreed period, or the conduct recurs within the twelve month period, the Company may dismiss you after it has conducted a full investigation into the problem and has considered your response or explanation. The same procedure for this meeting will be followed as above.
- 5 During the implementation of any part of this procedure, your work will continue as normal without any disruption to the Companies operations. The companies may, however, in cases of alleged serious misconduct immediately terminate you, suspend you (with pay) if an investigation is required or move you to another area of the workplace while and allegation of misconduct is investigated. The maximum period of suspension will be seven working days. The Company will rely on the results of this investigation to determine whether you will be immediately terminated or given an official warning.
- 6 The provisions of this clause will not apply in cases of serious misconduct, when your employment may be terminated immediately, which may include an investigation under Clause 8.