

**FONTERRA (COBDEN, COROROOKE, DARNUM, LONGWARRY,
STANHOPE), ADB (DANDENONG) & NATIONAL UNION OF WORKERS
COLLECTIVE AGREEMENT 2008**

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1. Flexibility Commitment

- (a) The parties to this Agreement are committed to promoting flexibility in the workplace and increasing efficiency. It is an expectation of both parties that these commitments be undertaken in the safest possible way, protecting both employees and Fonterra and ensuring that the law is complied with. While achieving these objectives, de-skilling will not be promoted as part of this Agreement.
- (b) In meeting the above commitments the parties agree on a number of key principles:

Fonterra agrees to:

- i. Provide a supportive and rewarding work environment and training;
- ii. Provide opportunities for feedback and development;
- iii. Provide a safe workplace;
- iv. Support and encourage actions and behaviours that are consistent with Fonterra's values and principles (a copy of which is attached at Appendix A); and
- v. Ensure that where an employee is required to undertake duties or use tools and equipment that these duties are within the limits of the employees' skills, competence and training.

Employees agree to:

- i. Act in ways that are consistent with Fonterra's Values and Principles;
- ii. Commit to work with Fonterra on continuous improvement processes and to actively look for ways to enable to become more efficient and flexible – this includes participation in the Operations Excellence program;
- iii. Work safely and look out for the safety of others;
- iv. Follow the operating policies and quality control guidelines set from time to time by Fonterra;
- v. Work in ways that build on the good reputation and interests of Fonterra, its' staff and customers.

2. Application

2.1. Parties Bound

This Agreement shall, subject to its terms, apply to:

- (a) Fonterra Australia Pty Ltd ("Fonterra") and Fonterra Brands (Australia) Pty Ltd ("Fonterra") in respect of its Victorian sites, except for Dennington and Bayswater;
- (b) Australian Dairy Blends, 64 Bridge Road Dandenong 3175;
- (c) The National Union of Workers, 552 Victoria Street North Melbourne 3051 ("the Union");
- (d) All employees who are employed to carry out work to which this Agreement applies at the above sites in 2.1(a) and (b), whether members of the organisation mentioned in clause 2.1(b) or not.

2.2. Incidence of Agreement

- (a) This Agreement shall be binding upon the parties in respect to the sites named in clause 2.1 engaged in the process, trade, business or occupation, of manufacturing or preparing for trade or sale butter, casein, cheese, cream, condensed milk, dried milk, sterilised milk, milk sugar or any other milk product including the treatment of bulk milk for wholesale and retail distribution.

This Agreement applies to employees who are principally engaged to perform work within the classification structures contained in clause 12 and, subject to clause 2.4, to process controllers engaged at the Darnum Park site.

- (b) This Agreement shall be read and interpreted wholly in conjunction with the *Butter Factories and Condenseries Award 1998*, provided that where there is an inconsistency between the Agreement and the Award referred to herein, this Agreement shall take precedence to the extent of the inconsistency.

2.3. Australian workplace Agreements

The employer will not employ persons covered by this agreement under the terms of an Australian Workplace Agreement or any other form of individual contract. The company retains the right to promote from within to staff positions under terms agreed to between an individual and the company.

2.4. Darnum Park

- (a) Despite any other term of this Agreement, the following provisions of this Agreement do not apply to process controllers engaged at the Darnum Park site.
 - (A) clause 6(c);
 - (B) clause 7;
 - (C) clause 10;
 - (D) clause 11;
 - (E) clause 12;
 - (F) clause 13;
 - (G) clause 14;

- (H) clause 15;
- (I) clause 16;
- (J) clause 17;
- (K) clause 18;
- (L) clause 19;
- (M) clause 20;
- (N) clause 21;
- (O) clause 22;
- (P) clause 23;
- (Q) clause 24;
- (R) clause 25;
- (S) clause 26;
- (T) clause 27;
- (U) clause 33;
- (V) clause 34;
- (W) clause 17.5;
- (X) clause 45
- (Y) clause 39;
- (Z) clause 43; and
- (AA) clause 50

(b) The provisions of Schedule 1 shall apply to process controllers engaged at the Darnum Park site.

(c) For production services employees engaged at the Darnum Park site, Schedule 1 will not apply to them expect for:

- (A) Clause 2;
- (B) Clause 3;
- (C) Clause 4;
- (D) Clause 6;
- (E) Clause 7;
- (F) Clause 17;
- (G) Clause 18;
- (H) Clause 19.

These clauses will apply to the extent of any inconsistency with the Agreement.

2.5. Dandenong

(a) Despite any other term of this Agreement, the following provisions of this Agreement do not apply to employees engaged at the ADB - Dandenong site :

- (A) clause 18.6;
- (B) clause 27.2.

(b) The provisions of Schedule 2 shall apply to employees engaged at the Dandenong site specified in clause 2.1(b).

3. Date of operation

This Agreement shall operate from the beginning of the first pay period to commence on or after 1 June 2008 and shall remain in force until 31 May 2011.

Negotiations for a new agreement to replace this Agreement shall commence on or after 1 February 2011.

4. No extra claims

It is a term of this agreement that that neither party shall pursue any extra claims during the nominal life of this Agreement

5. Savings

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

6. Definitions and interpretation

For the purposes of this Agreement:

- (a) a year of employment shall be deemed to be unbroken notwithstanding:
 - (1) any annual leave or long service leave taken under this Agreement;
 - (2) any interruption or ending of the employment by the Company if such interruption or ending is made with the intention of avoiding obligations in respect of annual leave or long service leave;
 - (3) any absence from work of not more than 152 working hours in the year of employment on account of sickness or accident;
 - (4) any absence on account of leave (other than annual leave or long service leave) granted, imposed or agreed to by the Company; or
 - (5) any absence on any other account not involving termination of employment;
- (b) in calculating a year of employment, any absence of a kind mentioned in clauses 6(a)(1), 6(a)(2), or 6(a)(3) shall be counted as part of the year of employment but in respect of absences of a kind mentioned in clauses 6(a)(4) and 6(a)(5) shall not be counted as part of the year of employment; and
- (c) "All Purpose Rate" means:
 - (1) the ordinary weekly wage for a weekly employee; or
 - (2) the average wage rate (based on the employee's rostered ordinary hours including rostered overtime, allowances and weekend penalties for the preceding 12 months) for an employee on shift work.

7. Workplace consultation

7.1. Commitment

The parties to this Agreement are committed to improved effective consultation in the workplace and recognise this can only be achieved by:

- (a) information sharing;

- (b) facilities and training for representatives; and
- (c) commitment from all parties.

7.2. Implementation

The development of effective participative/consultative practices is important in the process of agreement restructuring and can lead to advantages for both the Company and employees. It is therefore agreed that the following participative/consultative mechanisms at the enterprise level be implemented.

- (a) Consultative mechanisms/practices shall be implemented within each site where agreement exists between the Company and the employees at the site.
- (b) The form, structure and method of implementing consultative mechanisms/practices shall be determined at the site level by agreement between the Company and the employees at the site.
- (c) Where consultative mechanisms/practices are in place, the parties may, by agreement, vary the application of the provisions of this Agreement, subject to no reduction of any entitlement.
- (d) Agreements reached on the application of more flexible designated agreement provisions shall be conveyed to employees affected by the proposal for genuine approval in a manner agreed upon and documented accordingly.
- (e) Where appropriate, the Union reserves the right to advise employees on agreement issues under discussion.
- (f) In circumstances where agreement cannot be reached, parties may exercise their rights pursuant to clause 9.
- (g) The consultative process is a participative mechanism for the recommendation of new ways of conducting the work or improving any matter at hand but does not include capital or major equipment investment decisions.

7.3. Continuous Improvement

- (a) The parties are committed to working for the achievement of productivity improvements at the site level. Manufacturing employees at each site will participate in joint site consultative processes that have the objective of improving productivity. Such site consultative processes would include consultative committees and work groups. These consultative, processes will support measures that will make positive progress in the Key Performance Indicators (KPIs) at each site. The areas covered by KPIs may include but are not limited to:
 - (1) work quality;
 - (2) wastage;
 - (3) reliability;
 - (4) cost effectiveness;

- (5) output;
- (6) time taken to complete tasks;
- (7) safety;
- (8) health and environment measures;
- (9) correct tool usage;
- (10) cost; and
- (11) co-ordination of activities so as to minimise time on particular jobs.

These consultative processes may set targets for productivity improvements in the KPIs.

- (b) The parties to this Agreement shall be committed to a continuing process of enhancing efficiency and productivity consistent with the terms of this clause. Through the consultative process, each site shall review its operation and implement efficiencies relevant to the site.

8. Introduction of change

8.1. Company's duty-to notify

- (a) Where the Company has 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 who may be affected by the proposed changes and the Union.
- (b) "Significant effects" include:
 - (1) termination of employment;
 - (2) major changes in the composition, operation or size of the Company's workforce or in the skills required;
 - (3) the elimination or diminution of job opportunities, promotion opportunities or job tenure;
 - (4) the alteration of hours of work;
 - (5) the need for retraining or transfer of employees to other work or locations; and
 - (6) the restructuring of jobs.
- (c) Where this Agreement makes provision for alteration of any of the matters referred to in clauses 8.1 (a) or 8.1 (b), such alteration shall be deemed not to have significant effect.

8.2. Company's duty to discuss change

- (a) The Company shall discuss with the employees affected and the Union, inter alia:
 - (1) the introduction of the changes referred to in clause 8.1;
 - (2) the effects the changes are likely to have on employees;
 - (3) measures to avert or mitigate the adverse effects of such changes on employees; and
 - (4) consideration of matters raised by the employees and/or the Union in relation to the changes.
- (b) The discussions shall commence as early as practicable after a definite decision has been made by the Company to make the changes referred to in clause 8.1.
- (c) For the purpose of such discussion, the Company shall provide in writing to the employees concerned and the Union, all relevant information about the changes including:
 - (1) the nature of the changes proposed;
 - (2) the expected effects of the changes on employees; and
 - (3) any other matters likely to affect employees.
- (d) Under this clause 8.2, the Company is not required to disclose confidential information, the disclosure of which would be inimical to the employee's interests.

9. Settlement of disputes

- 9.1.** Any dispute or claim (whether such claim arises out of the operation of this Agreement or not) as to the wages and conditions of employment of any of its employees shall be dealt with in the following manner.
- 9.2.** In the first instance, all the facts of the dispute, matter or grievance will be discussed without delay between the employee/s concerned and the respective supervisor/s. The appropriate Union delegates are to be present if requested by the employee/s.
- 9.3.** If not settled, the matter shall be discussed between an accredited Union representative and the delegated officer of the Company. This matter is to be dealt with within two working days.
- 9.4.** If agreement has not then been reached, the matter shall be discussed between a management representative of the Company and an appropriate official of the Union. The matter is to be dealt with within three working days following the failure to settle the matter at the earlier stage.
- 9.5.** If the matter is still not settled, it shall be submitted to the Australian Industrial Relations Commission for conciliation, and/or arbitration which shall, subject to any right of appeal, will be final and accepted by the parties.
- 9.6.** Whilst these procedures are followed, work shall continue in accordance with the pre dispute conditions subject only to bona fide safety issues where the work shall be

deferred until the matter is determined. No party shall be prejudiced as to the final settlement by the continuance or deferment of work in accordance with this clause.

9.7. The parties shall cooperate to ensure that these procedures are carried out expeditiously.

9.8. Powers of the Commission under the disputes procedure:

If arbitration is necessary the parties agree that the Commission shall have the power to do all such things as are necessary for the just resolution or determination of the matter in dispute. This includes the exercising of procedural powers in relation to directions, hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective.

9.9. In the event a decision is taken to take protected action under the *Workplace Relations Act 1996* (Cth), such employees as are necessary shall, where appropriate, complete production in process to avoid spoilage and clean the site according to hygiene requirements before stopping work.

10. Contract of employment

10.1. Entitlement to pay and flexibility

- (a) In order to be entitled to payment under this Agreement, an employee must be ready, willing and available for work at the time, and during the hours, for which they are rostered.
- (b) Notwithstanding anything contained in this Agreement, the Company has the right to deduct payment for any time an employee cannot be usefully employed:
 - (1) because of any strike or other form of industrial action;
 - (2) through any breakdown in machinery; or
 - (3) due to any stoppage of work by any cause for which the Company cannot reasonably be held responsible.
- (c) Flexibility
 - (1) Employees in the classifications in clause 12 are to perform a wider range of duties including work which is incidental or peripheral to their main tasks or functions within their level.
 - (2) Employees are to undertake training for the wider range of duties and for access to higher classifications as requested by the Company.
 - (3) The company and an individual employee may, by agreement, facilitate movement of employees between Fonterra sites.

10.2. Full time employment

Employees other than part time or casual employees shall be engaged as full time employees.

10.3. Casual employment

- (a) A casual employee is an employee engaged and paid as such.
- (b) A casual employee working ordinary time shall be paid on an hourly basis at a rate of one thirty-eighth of the weekly rate prescribed for the work which they perform, plus 25%.
- (c) It is recognised that the Union may raise circumstances concerning alleged misuse of casual employees on a site by site basis.
- (d) In addition to their casual loading, casual employees, whether directly engaged by the employer or not, will be employed on the same terms and conditions as apply to other employees who are covered by this Agreement.
- (e) Casuals employed on a regular basis for a period of longer than 12 months will be offered permanent employment.
- (f) The employer agrees that work that is performed by persons who are not directly employed by the employer and that would otherwise be covered by this agreement will only be accepted by the employer if those persons who perform the work receive the same rates of pay and conditions as workers covered by this agreement.
- (g) The Company's aim and objective is to provide secure employment for our employees. As part of this the Company is committed to maximising the conversion of casual hours to permanent hours where it is practicable and consistent with the operational requirements of the business. Site managers shall, with delegates, review the nature of casual positions every 6 months.

10.4. Part-time employees

- (a) An employee, who is ready, willing and available to work a specified number of hours less than 38 hours per week, but not less than 3 hours on any day as agreed in writing between the Company and employee, shall be employed under the conditions prescribed by the Agreement for weekly employees, but taking into account the employee's part-time work.
- (b) A part-time employee shall be paid for each hour worked at the rate of one thirty-eighth of the appropriate weekly rate prescribed by this Agreement.
- (c) Where a part-time employee exceeds the ordinary hours worked by a weekly employee, overtime rates shall apply as set out in clause 13.
- (d) An employee engaged on a part-time basis shall be entitled to payments in respect of annual leave, sick leave and public holidays (where such holiday falls on a rostered working day), arising under this Agreement on a proportionate basis.

10.5. Seasonal employment

- (a) Due to the seasonality of the Company's operations, employees can, in writing, be hired for a defined period of employment which will be less than 12 months' duration.

These employees will receive the appropriate 38 hours weekly rate without any loading except for overtime, annual leave and shift allowances.

- (b) To be entitled to personal leave, seasonal employees must be employed by the Company for a period of not less than 4 weeks in each separate period of engagement in order to qualify for an entitlement of 1/26th of their nominal hours of personal leave. Where a seasonal employee is re-engaged within 6 months of the date of the last employment period, any personal leave portion not taken from the previous engagement shall be cumulative from year to year.
- (c) Notwithstanding anything else in this Agreement, the redundancy provisions of this Agreement do not apply to seasonal employees.
- (d) Nothing contained in this Agreement shall prevent the employment period of a seasonal employee being reduced as a consequence of adverse climatic conditions.

10.6. Probationary period

- (a) Each employee shall be employed on a three month probationary period, during which period employment can be terminated at one day's notice, unless circumstances justify summary dismissal.
- (b) On successful completion of the trial period, employment shall be by the week, except in the case of a person engaged as a casual employee.

10.7. Disciplinary Process

The disciplinary process will be as per Fonterra Company Policy. The policy will only be changed following consultation with the employees and the NUW.

10.8. Notice of termination by Company

- (a) In order to terminate the employment of an employee after the trial period, the Company must give to the employee the following notice:

Period of Continuous Service	Period of Notice
Less than 1 year	1 week
More than 1 year but less than 3 years	2 weeks
More than 3 years but less than 5 years	3 weeks
5 years and over	4 weeks

- (b) In addition to the notice in clause 10.8 (a), employees over 45 years of age at the time of the giving of the notice, with not less than two years continuous service, shall be entitled to an additional week's notice
- (c) Payment in lieu of the notice prescribed in clause 10.8(a) and 10.8 (a) 10.8 (b) and 10.7(b) shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (d) In calculating any payment in lieu 'of notice, the wages to be used shall be those an

employee would have received in respect of the ordinary time they would have worked during the period of notice, had their employment not been terminated.

- (e) The period of notice in this clause 10.8 shall not apply:
 - a. in the case of dismissal for conduct that justifies summary dismissal, including but not limited to malingering, inefficiency, neglect of duty or misconduct; or
 - b. to casual employees or employees engaged for a specific period of time or for a specific task or tasks.
- (f) For the purpose of this clause 10, continuity of service shall be calculated in the manner prescribed by clause 6.

10.9. Notice of termination by employee

- (a) The notice of termination required to be given by an employee shall be the same as that required of the Company, save and except that there shall be no additional notice based on the age of the employee concerned.
- (b) Subject to any statutory obligations imposed on the Company, if an employee fails to give notice, the Company shall have the right to withhold moneys due to the employee with a maximum amount equal to the ordinary time rate of pay for the period of notice.

10.10. Time off work during the notice period

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

10.11. Statement of employment

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

10.12. Payment on termination

Upon termination of employment, wages due to an employee shall be paid to them on the day of such termination, or shall be forwarded to them by registered post the following day.

11. Wages

The following increases in weekly rates of pay will be paid during the life of this agreement:

Level	Current Rate	From First Full Pay Period On/After 1 June 2008	From First Full Pay Period On/After 1 June 2009	From First Full Pay Period On/After 1 June 2010
		4.50%	4.50%	4.50%
Level 1 (a)	\$676.23	\$706.66	\$738.46	\$771.69
Level 1 (b)	\$693.49	\$724.70	\$757.31	\$791.39
Level 2	\$710.92	\$742.91	\$776.34	\$811.28
Level 3	\$757.65	\$791.74	\$827.37	\$864.60
Level 4(a)	\$800.43	\$836.45	\$874.09	\$913.42
Level 4(b)	\$832.27	\$869.72	\$908.86	\$949.76
Team Leader	\$906.00	\$946.77	\$989.37	\$1,033.90

Note: employees receiving Level 4(b), plus leading hand allowance, prior to the commencement of this agreement and who do not move to the new Team Leader rate, will continue to receive their current rate of pay (and allowance) as well as the annual wage increases.

Leading Hands

- (a) A Leading Hand is entitled to an additional payment of 5.3% of their appropriate wage level.
- (b) Leading Hand means an adult employee (other than a level 5 employee) appointed as a Leading Hand by the Company who, while working under directions of management, gives instructions to, or is responsible for, the work done by other employees.

12. Classifications

12.1. Dairy Industry Operative Level 1

An employee at this level works under direct supervision, performs routine duties and receives detailed instructions. No experience necessary.

This is the basic level of the classification structure and without limiting the range of tasks performed, they may include Stacker and Packer and Process Worker (general hand).

- (a) Points of entry
 - (1) New employee.
 - (2) Existing employees performing work within this grade.
- (b) Skills and duties
 - (1) Undertakes duties in a safe manner;
 - (2) Works in a team environment;
 - (3) Exercises minimal judgement;
 - (4) Responsible for the quality of their own work within the scope of this grade; and,
 - (5) Performs basic recording functions.
- (c) Promotional criteria
 - (1) An employee remains at this level until they are capable of effectively performing (through appropriate training certification) the tasks required of this function so as to enable them to progress to the next level as a position becomes available.
 - (2) Appropriate standards yet to be set.

12.2. Dairy Industry Operative Level 2

An employee appointed to this grade works under general supervision and undertakes a range of simple tasks which involve an increased level of skill from Level 1, and works within

established routines, methods and procedures.

Without limiting the range of tasks performed, this classification may include Assistant to Cheese Maker, Laboratory/Test Room Employee, Tanker Washer, Assistant to Casein Maker, Quality Control Tester/Sampler, Powder Sifter Operator, Milk Reception, Basic Milk Processing Operator, Packaging Machine Operator and Order Picking/ Harvesting.

(a) Points of entry

- (1) Dairy Industry Operative Level 1.
- (2) Proven and demonstrated skills (including certification as appropriate) to the level required of this level.

(b) Skills and duties Level 2 (Base Grade)

- (1) Duties require proficiency in a range of specialised tasks or duties;
- (2) Limited discretionary powers;
- (3) Required to operate/control at least one piece of basic equipment which may include knowledge of how to dismantle/re-assemble the equipment;
- (4) Collect samples, apply simple identification techniques;
- (5) Ability to measure basic quantity levels;
- (6) Successful completion of new starter training;
- (7) Simple keyboard recording skills within the scope of this grade;
- (8) Responsible for quality of their own work within the scope of the grade; and
- (9) Competent with mechanical, electrical or power driven handling and lifting device operations.

(c) Promotional criteria

- (1) An employee remains at this level until they are capable of effectively performing (through appropriate training certification) the tasks required of this function so as to enable them to progress to the next level as a position becomes available.
- (2) Appropriate standards yet to be set.

12.3. Dairy Industry Operative Level 3

An employee appointed to this grade works under limited supervision, undertakes a range of duties and would have all the appropriate skills at Level 2.

Without limiting the range of tasks performed, this classification may include Cartoning Machine

Operator, Casein Dryer Operator, Packaging Machine Operator, Aseptic Packaging Operator, Palletiser Operator, Separator Operator or Milk Standardiser, Certificated Pasteuriser Operator, Multi Machine Operator and Forklift Driver.

- (a) Points of entry
 - (1) Dairy Industry Operative Level 2.
 - (2) Proven and demonstrated skills (including certification as appropriate) to the level required of this level.
- (b) Skills and duties
 - (1) Increased level of knowledge in specialist area;
 - (2) Records appropriate information to production process;
 - (3) Responsible for planning their own work on a daily basis;
 - (4) Can carry out Quality Control tests;
 - (5) May operate and control several pieces of equipment.
 - (6) Must have sound knowledge of product specifications; and
 - (7) Make decisions with predetermined guidelines to ensure that product meets the specifications.
- (c) Promotional criteria
 - (1) An employee remains at this level until they are capable of effectively performing (through appropriate training or certification) the tasks required of this function so as to enable them to progress to the next level as a position becomes available.
 - (2) Appropriate standards yet to be set.

12.4. Dairy Industry Operative Level 4A

An employee appointed to this grade undertakes a more specialist function involving responsibility and accountability to the enterprise.

Without limiting the range of tasks performed may include Evaporator Dryer, Butter Maker, Cheese Maker, Yoghurt Maker, Casein Maker, Cheese Grader, UHT Plant Operator, Senior Quality Control, Senior Operator (Pasteurising, packaging, dispatch), Process Controller and Storeman/Fork Lift Driver.

- (a) Points of entry
 - (1) Dairy Industry Operative Level 3.

- (2) Proven and demonstrated skills (including certification as appropriate) to the level required of this level.
- (b) Skills and duties
- (1) Total process control for the employee's area emphasising responsibility and accountability;
 - (2) May induct and instruct new staff;
 - (3) Responsible for quality control;
 - (4) Ensures production specifications are met;
 - (5) Responsible for housekeeping practices in their immediate work area;
 - (6) May plan activities of work group to ensure production targets are met; and
 - (7) May be responsible to operate computerised process control.
- (c) Promotional criteria
- (1) An employee remains at this level until they are capable of effectively performing (through appropriate training or certification) the tasks required of this function so as to enable them to progress to the next level as a position becomes available.
 - (2) Appropriate standards yet to be set.
- (d) Maximum rate (Level 4B)
- (1) To achieve the level 4B grade rate, an employee is required:
 - (A) to acquire the skills of a level 4A grade employee; and
 - (B) satisfactorily complete the Certificate III in dairy foods processing or any equivalent certificate. Current employees who hold a Cheese or Butter making Certificates will qualify under this sub-clause.

12.5. Team Leader

- (a) Points of entry
- (1) Level 4b Requirements (Certificate III in Food Processing or equivalent AQF Level III Specialist Qualification in dairy manufacture); and,
 - (2) Completion of foundation Units in Food Science Technology (Cert IV).

(b) Skills and duties

- (1) May be required to supervise;
- (2) May implement quality control techniques and procedures;
- (3) Highly developed level of interpersonal and communication skills;
- (4) Exercise discretion within the scope of this grade;
- (5) Exercise skills attained through the successful completion of an appropriate certification;
- (6) Planning activities of work group to ensure production targets are met; and
- (7) Must be proficient in two or more major production units.

(c) Training Requirements:

- (1) Minimum training in this role is accordance with work area Training Plan including Team Leader Training (Leading Team Meetings, Facilitating VPM, Managing 5S, Facilitating Focussed Improvement, Interpersonal Skills, Coaching Skills, Time Management), Auditor training. Health and Safety Management training.
- (2) Typical Positions: This position is a work area Team Leader and also has plant operating responsibilities.

- (d) Promotional Criteria
Promotion to Supervisor (currently a non-award position would require the Team Leader to undertake the Diploma of Food Science & Technology or Diploma in Dairy Technology or Equivalent*). Candidates for participation will be determined by the Company.

13. Overtime

13.1. Payment

The Company will pay overtime:

- (a) to "Day Workers" for all time worked:
 - (1) outside the time of beginning and ending work as fixed in clause 17; and
 - (2) in excess of ordinary hours, Monday to Friday inclusive, at the rate of time and a half for the first two hours and double time thereafter. Provided that double time shall be paid for all work done on Saturday after 12 noon; and
- (b) to "Shift Workers" for all time worked in excess of a shift worker's ordinary hours, at the rate of time and a half for the first two hours and double time thereafter.

13.2. Calculation of overtime

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

13.3. Requirement to work overtime

The Company may require any employee to work reasonable overtime at overtime rates, and the employee shall work overtime in accordance with such requirements.

13.4. Holidays and rostered days off

- (a) An employee called in to work overtime on a Saturday, Sunday or public holiday (referred to in clause 34), shall be paid a minimum payment of 4 hours' pay provided that such employee is ready, willing and available to work such overtime.
- (b) A shift worker required to work on a rostered day off or an unpaid day off shall be entitled to a minimum of 4 hours' pay in lieu thereof at the prevailing rate of pay. In the case of a Sunday, the rate shall be double time and a half.

13.5. Arrangement of overtime

- (a) When overtime work is necessary it shall, wherever reasonably practicable, be arranged so that employees (including relievers of shift work) have at least eight consecutive hours off duty between work on consecutive days.
- (b) Where an employee other than a casual employee does not have at least eight consecutive hours off work between:
 - (1) the termination of their ordinary work on one day; and

- (2) the commencement of their ordinary work on the next day, due to overtime,
 - i. they shall, subject to this clause 13.5, be released after completion of such overtime until they have had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (b) If, on the instructions of the Company, such an employee resumes or continues work without having had such eight consecutive hours off duty, they shall:
 - (1) be paid an additional amount of ordinary time until they are released from duty for such period; and
 - (2) be entitled to be absent until they have had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

13.6. Time off in lieu

- (a) By mutual agreement, overtime periods can be compensated with time off in lieu, instead of payment at rates greater than for working ordinary hours. In such instances, employees will be entitled to take the equivalent overtime (calculated in accordance with clauses 13.1 and 13.2) off at a time mutually acceptable to the Company and the employee concerned.
- (b) A period of time taken in lieu of overtime must be recorded in the wages record. The record must indicate the overtime period worked and the precise day and time when the equivalent period off in lieu of such overtime was taken.

14. Rest period

- (a) Employees shall be allowed two rest periods of 10 minutes each during any work shift. Such rest periods are to be taken at times as agreed between the Company and the employees, so as to assist with maintaining continuous production.
- (b) Tea shall be made available each morning for employees.
- (c) Boiling water for making tea shall be provided at rest periods.

15. Special rate for work on Saturdays and Sundays

Shift work employees rostered for work on Saturdays and/or Sundays, where such hours are part of the ordinary hours of work, shall be paid as follows in lieu of the shift allowance:

- (a) Saturday - time and a half; and
- (b) Sunday - double time.

16. Mixed functions

- (a) An employee who is engaged in a higher class than they are employed to perform, for more than one hour in any one day or shift, is entitled to be paid for the full day or shift at the highest rate payable for that higher class of worker under this Agreement.

- (b) An employee who is engaged in a higher class than they are employed to perform, for less than one hour in any day or shift, is entitled to be paid at the higher class wage rate fixed by this Agreement, but only for the period of work actually performed.
- (c) Where an employee is undertaking duties in a higher classification level as part of a structured training program in accordance with clause 25, this clause does not apply.

17. Hours of work (day work)

17.1. Ordinary hours

- (a) The ordinary hours of work prescribed herein shall average 38 hours per week and may be worked on any day, Monday to Friday.
- (b) The ordinary hours of work shall be worked between the hours of 6.00 am and 6.00 pm, and not exceed 10 hours in any one day. Provided that, by agreement, the Company and an employee, or a majority of employees may increase the ordinary hours of work to 12 hours in any one day.

17.2. 38 hour week

Subject to clauses 17.3 and 17.4, the ordinary hours of work shall be an average of 38 hours per week to be worked on any one of the following bases:

- (a) 38 hours within a work cycle not exceeding seven consecutive days; or
- (b) 76 hours within a work cycle not exceeding fourteen consecutive days; or
- (c) 114 hours within a work cycle not exceeding twenty-one consecutive days; or
- (d) 152 hours within a work cycle not exceeding twenty-eight consecutive days; or
- (e) 190 hours within a work cycle not exceeding thirty-five consecutive days; or
- (f) 228 hours within a work cycle not exceeding forty-two consecutive days; or
- (g) 266 hours within a work cycle not exceeding forty-nine consecutive days; or
- (h) 304 hours within a work cycle not exceeding fifty-six consecutive days; or
- (i) 342 hours within a work cycle not exceeding sixty-three consecutive days.

17.3. Taking of rostered days off

Where the method of rostering allows for the accruing of hours towards rostered days off (RDOs), such hours will be taken at a time convenient to the Company and the employee. The hours are not to be taken within the season of the industry.

17.4. Stored days off

- (a) Maximum benefit can be obtained for the Company and employees by the flexible application of working hours provisions. Based on mutually agreed terms between

individual employees and department managers in non production departments, alternative arrangements for implementing stored days off (SDO) entitlements may apply.

- (b) SDOs outside the season are to be taken at mutually agreed times.
- (c) The Company may schedule SDOs on any day during the working week to coincide with religious festivals or community events that affect a significant proportion of employees at any site, so as to minimise the adverse impact of employee absenteeism and provide maximum flexibility for employees on such occasions. The proposed SDO schedule will be discussed with Union representatives to ensure the concerns of all parties can be addressed.
- (d) The Company may substitute the day an employee is to take off for another day in the case of-
 - (1) a breakdown in machinery;
 - (2) a failure or shortage of electric power;
 - (3) in other circumstances beyond the control of the Company; or
 - (4) to meet the requirements of the business in the event of rush orders or some other emergency situation.
- (e) An individual employee may, with the agreement of the Company, substitute the day the employee is to take off for another day.

17.5. Summer time

- (a) Notwithstanding anything contained elsewhere in this Agreement, where by reason of legislation, summer time is prescribed as being in advance of standard time, the length of any shift:
 - (1) commencing before the time prescribed pursuant to the relevant legislation for the commencement of a summer time period; and
 - (2) commencing on or before the time prescribed pursuant to 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 to be set to the time fixed pursuant to the legislation.
- (b) In this clause 17.5 the expressions "standard time" and "summer time" shall bear the same meaning as are prescribed by legislation, and "legislation" shall mean the *Summer Time Act 1972 (Vic)*, as amended or substituted.

18. Hours of work (shift work)

18.1. Definitions

For the purpose of clause 18:

- (a) "Continuous Shift Work" means work carried on with consecutive shifts of employees throughout the twenty-four hours of each day, Monday to Sunday inclusive, without interruption, except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the Company;
- (b) "Shift worker" means an employee, other than a day worker or continuous shift worker, whose ordinary hours are worked on any five days of the week, and
- (c) Where a shift falls partly on a public holiday prescribed by clause 34, if the majority portion of that shift falls on the public holiday, the shift shall be regarded as falling on the holiday.

18.2. Ordinary hours

- (a) The ordinary hours of work shall:
 - (1) be between Monday and Sunday inclusive;
 - (2) average 38 per week; but
 - (3) not exceed 12 ordinary hours' work on any day.
- (b) Any arrangement on ordinary working hours where the ordinary working hours are to exceed eight on any day, must be dealt with in accordance with clause 19.

18.3. 38 hour week

Subject to clause 18.5, the ordinary hours of work shall be an average of 38 hours per week to be worked on one of the following bases, provided that the ordinary days of work over the relevant cycle shall not exceed an average of 5 shifts per week:

- (a) 38 hours within a work cycle not exceeding seven consecutive days;
- (b) 76 hours within a work cycle not exceeding fourteen consecutive days;
- (c) 114 hours within a work cycle not exceeding twenty-one consecutive days;
- (d) 152 hours within a work cycle not exceeding twenty-eight consecutive days;
- (e) 190 hours within a work cycle not exceeding thirty-five consecutive days;
- (f) 228 hours within a work cycle not exceeding forty-two consecutive days;
- (g) 266 hours within a work cycle not exceeding forty-nine consecutive days; or
- (h) 304 hours within a work cycle not exceeding fifty-six consecutive days; or

- (i) 342 hours within a work cycle not exceeding sixty-three consecutive days.

18.4. Shift rosters

Subject to clause 18.3, there shall be a roster of shifts on a 4, 7, 8 or 9 week cycle which shall provide for the inclusion of Saturdays and Sundays as they occur in the relevant cycle. Provided, however, that in accordance with agreement reached, the roster may permit the working of any 4 days Monday to Friday in any week, plus the Sunday in that week, on a regular basis.

18.5. Taking of rostered days off and stored days off

- (a) Where the method of rostering allows for the accruing of hours towards RDOs such hours will be taken at a time convenient to the Company and the employee. The hours are not to be taken within the season of the industry.
- (b) SDOs outside the season are to be taken at mutually agreed times.

18.6. Shift work allowance

- (a) Employees required to work shifts as defined in clause 18.1 other than shifts referred to in clause 18.6 (c), shall be paid a shift allowance at the rate of \$12.19 a shift.
- (b) Shift workers who work only Mondays to Fridays inclusive shall be paid a shift allowance at the rate of \$22.33 per shift.
- (c) An employee, who is required by the Company:
 - (1) during a period of engagement or shift, to work only night shift; or
 - (2) to remain on night shift for a period longer than four consecutive weeks; or
 - (3) to work on a night shift which does not rotate or alternate with:
 - (i) another shift; or
 - (ii) with day work,

so as to give the employee at least one-third of their working time off night shift in each shift cycle.

- (d) shall, during such engagement period or cycle, be paid a shift allowance of \$14.29 in lieu of the allowance of \$12.19 per shift.

For the purposes of this clause 18.6, "night shift" means any shift finishing subsequent to midnight and at or before 8.00 am.

18.7. Notice of change of shift

- (a) The Company shall post at each site, in a place conveniently accessible to employees, a roster of shifts which shall specify the commencing times of ordinary working hours of shifts, such times being as regular as practicable.

- (b) The Company shall not alter a roster of shifts, except upon giving at least seven days' notice of its intention to do so, by posting such alteration in the manner described in clause 18.7(a), provided that such roster of shifts may be varied at any time by agreement with the Company, and the employee or employees concerned.
- (c) Except where a change is necessary because of circumstances beyond the Company's control, an employee's place on the roster of shifts shall not be altered unless at least twenty-four hours' notice of such alteration has been given to the employee. Such notice need not be given where an alteration is made by mutual agreement.

18.8. Rotation of shift

Where practicable, an orderly rotation of shifts shall be mutually arranged between the Company and the employees concerned.

18.9. Friday/Sunday shift

The minimum rate to be paid to a Monday - Friday shift worker for work performed between:

- (a) midnight on Friday and the finishing time on Saturday, shall be time and a half. Such extra rate shall be in substitution for, and not cumulative upon, the shift allowance prescribed in clause 18.6; and
- (b) starting time on Sunday to Midnight on Sunday, shall be double time. Such extra rate shall be in substitution for, and not cumulative upon, the shift allowance prescribed in clause 18.6, provided that the extra rate does not exceed the shift allowance otherwise payable in clause 18.6.

18.10. Shift work arrangements

The Company will specify shift work arrangements. This will primarily occur at the site level to ensure proper documentation of current practices, including shift changes and payments.

18.11. Increase of allowances

The allowances referred to in this clause 18 shall be increased from the first pay period on or after:

- (a) 1 June 2009 by an additional 4.5%; and
- (b) 1 June 2010 by an additional 4.5%.

19. Flexible hours of work

- (a) At each site, an assessment will be made as to which method(s) of implementation of systems of flexible working hours best suits the business, and the proposal shall be discussed with the employees concerned.
- (b) The parties to this Agreement will strive to get more efficient and flexible use of existing hours. The Site Consultative Committee should review and implement changes that best suit each site's requirements.

- (c) Due to the seasonality of milk intake and production schedule requirements, optimising the hours of maintenance coverage and production shift fostering is essential to achieving productivity and efficiency improvements.

20. Relievers of shift workers

20.1. Rostering of relievers

- (a) Employees who are nominated as shift relievers may be rostered to commence at a time appropriate to afford relief to the employee being rostered off.
- (b) The number of nominated shift relievers under clause 20.1 (a) shall not exceed 33.3% of the number of shift workers who are being relieved on their rostered days off.
- (c) A reliever described in clause 20.1 (a) shall be paid, in addition to their ordinary wage:
 - (1) the sum of \$2.26 for every variation of the daily commencing time during their rostered period of seven days, or
 - (2) the sum of \$4.47 for every variation where the reliever is required to change their daily commencing time by a full shift (i.e. from one shift to another within the seven day roster period).

20.2. Break for relievers

- (a) An employee who ordinarily relieves shift workers shall be allowed a break of at least eight consecutive hours between the termination of their ordinary hours on one shift, and the time of commencing relief work on a succeeding shift.
- (b) Where the break described in clause 20.2 (a) is not allowed by the Company, the employee shall be paid:
 - (1) an additional rate of half ordinary time, with a maximum of double time, for the period which would be necessary to increase the break to eight hours; and
 - (2) the relevant allowance as prescribed in clause 20.1 (c).
- (c) This clause 20.2 does not apply where a lesser break than eight hours is allowed at the request of the employee.

20.3. Payment of shift relievers

Notwithstanding the provisions of clause 16, employees nominated as shift relievers shall be paid for the full week at the highest rate payable for any work performed during that week.

20.4. Increase of allowances

The allowances referred to in this clause 20 shall be increased from the first pay period on or after:

- (a) 1 June 2009 by an additional 4.5%; and
- (b) 1 June 2010 by an additional 4.5%.

21. Payment of wages

21.1. Payment of wages

- (a) Wages shall be paid weekly, or by such other interval as recommended by a site consultative committee and agreed to by the Company.
- (b) Each employee shall be supplied, on or before pay day, with a statement in writing that shows, or from which may be calculated, the amount of ordinary pay, overtime, allowances and the amount of deductions for any purposes in respect of the amount paid.
- (c) All employees will be paid by Electronic Funds Transfer into a nominated bank account.
- (d) Where employees have not had their wages transferred into their respective bank account by the end of the shift of the nominated pay day, then such employees will be paid at ordinary rates for the time that they are kept waiting.
- (e) Clause 21.1 (d) does not apply to instances where:
 - (1) pay day is moved due to holidays, or in circumstances for which the Company cannot be held responsible; or
 - (2) where an employee elects to have their annual and long service leave paid weekly into their nominated account (rather than in advance as provided in clause 26).

21.2. Employees working an average of 38 ordinary hours each week . Subject to variations of an employee's pay due to absence from duty or overtime earnings, an employee whose ordinary hours of work are arranged in accordance with clause 17.2 or 18.3 , so that they work an average of 38 ordinary hours each week during a particular work cycle, may be paid according to a weekly average of ordinary hours worked, even though more or less than 38 ordinary hours may be worked in any particular week of the work cycle.

22. Allowances

22.1. Meal allowances

A meal allowance of \$10.38 shall be payable where more than sixty (60) minutes of overtime is worked on any day in excess of the ordinary hours of work fixed pursuant to clause 17.

22.2. Protective clothing allowance

- (a) Where an employee is required by law, or by the Company, to wear a washable approved protection garment, such garment shall be provided by the Company within two weeks of the commencement of employment. The garments shall remain the

property of the Company. Where the approved protection garments are not laundered by the Company, an allowance of \$10.40 per week shall be paid to the employee.

- (b) The allowance prescribed in clause 22.2 (a) takes into account relevant provisions contained in the *Cleanliness Food, Drugs and Substances Regulations 1975* as amended, Department of Agriculture Regulations and "Australian Code of Practices for Dairy Factories, 1974".
- (c) Where the Company stipulates a type of clothing to be worn in addition to that provided in clause 22.2 (a), for example 7 shirts and/or caps, such items shall be provided by the Company.
- (d) Where an employee is required to enter into dairy manufacturing equipment such as driers, storage tanks or product bins for the purpose of inspection, cleaning and/or sanitising, the Company shall issue the employee with suitable clean protective clothing. The clothing shall be supplied, laundered and maintained by the Company.
- (e) Waterproof clothing
 - (1) Employees whose work is performed under conditions in which their clothing would, in the absence of protective clothing, become saturated with moisture, shall be supplied free of cost with waterproof aprons.
 - (2) Waterproof protective clothing shall be supplied free of cost to cleaners of milk tankers, if they are required to enter the tankers.
 - (3) Protective footwear shall be supplied to employees required to work in wet places, or:
 - (A) the Company may pay an allowance of \$2.06 per week in lieu of providing such footwear to an employee eligible for such footwear; or
 - (B) the Company may pay an allowance of \$2.70 per week in lieu of providing such footwear to an eligible casein maker or assistant casein maker.
 - (4) Articles supplied under this clause 22.2 (e) remain the property of the Company.
- (f) Sandshoes shall be provided by the Company for spray box workers when clearing or cleaning boxes.
- (g) Where employees handle mineral acid in the manufacture of casein, milk sugar, or strong alkali or strong acid in the cleaning of plant, suitable protective equipment shall be available.
- (h) The Company shall provide ear protection devices to operators of Spray Driers, and all employees working in areas where the noise level exceeds 70 dBA.
- (i) The Company shall provide clothes drying facilities where conditions of work make such facilities a necessity.

- (j) The following shall be provided, if requested by an Accredited Official of the Union, at each place where employees are required to work in a temperature not exceeding 4.4oC:
 - (1) blanket suit or inner flying suit;
 - (2) balaclava or similar type helmet;
 - (3) Smith or similar type freezer boots; and
 - (4) suitable protective hand covering for use by employees.
- (k) The Company shall provide an adequate number of ammonia masks which shall be kept adjacent to the freezing chambers.
- (l) Any employee required to enter and clean inside driers, milk tankers, vapour pipes, any enclosed vat or tank fitted with a manhole shall be paid an allowance of \$2.87 per entry (to a maximum of five times that allowance), subject to supervisory approval.
- (m) Any employee who is an accredited Industry Assessor, shall be paid \$12.87 per week for each week, or part thereof, during which they undertake assessment duties.

22.3. Use of clothing

An employee supplied, pursuant to this clause 22, with protective clothing or devices shall wear or use them in such a way as to achieve the purposes for which they are supplied.

22.4. Travelling

- (a) An employee who, on any day or from day to day, is required to work at a site away from their accustomed site shall, at the direction of the Company, present themselves for work at such site at the usual starting time.
- (b) For all time reasonably spent in reaching and returning from such job (in excess of the time normally spent in travelling from the employee's home to such accustomed site and returning), the employee shall be paid travelling time based upon the rate of time, and any fares reasonably incurred in excess of those normally incurred in travelling between their home and the accustomed site.
- (c) An employee who travels to or from outside jobs, shall be paid:
 - (1) the amount of excess fares which they have incurred in using public transport; or
 - (2) if, with the approval of the Company, they use their own means of transport, an amount calculated at the rate of 51 cents a kilometre.
- (d) The allowance referred to in clause 22.4 (c) (1) and 22.4 (c) (2) shall be increased from the first pay period on or after the:

22.5. Increases in allowances

The allowances referred to in this clause 22 shall be increased from the first pay period on or after:

- (a) 1 June 2009, by a further 4.5%, and
- (b) 1 June 2010, by a further 4.5%.

23. Meal interval

- (a) Having regard to the work being undertaken at a site, the Company and employee(s) at a site or section of a site, may agree upon a time during which a day worker(s) shall be granted a meal interval of a fixed duration of not less than 30 minutes.
- (b) For work done during an employee's meal interval, and thereafter until a meal interval is allowed, payment shall be made at a minimum rate of time-and-a-half on prevailing rates.
- (c) A shift worker (other than on continuous shift work) shall be granted a meal interval of not less than 30 nor more than 60 minutes, such meal interval to be taken not less than 3 hours nor more than 5 hours after commencing work.
- (d) Where:
 - (1) a shift worker is engaged on continuous shift work; or
 - (2) an employee is engaged on a one or two shift process that cannot be reasonably interrupted, and it is not practicable to allow such employee a meal interval,

23.1. the employee shall be allowed a crib time of 20 minutes which shall be counted as time worked.

Notwithstanding any other provision of this clause 23, where a shift worker is required to remain at their work station during their crib time and rest periods (as prescribed in clause 14), the employee shall be paid an additional amount of time and a half of their ordinary time for such crib time and rest periods.

24. Washing time

All employees handling briquettes, coal or engaged in a Casein Mill or Milk Powder Packing Section shall be allowed seven (7) minutes washing time at the conclusion of the day's work.

25. Training

- (a) The parties recognise that efficient and competitive enterprises require workers who are highly skilled and able to work without close supervision, and who can participate fully in the decision making process.
- (b) The parties recognise the importance of on-the-job instruction and experience in employee training and development. The Company is committed to developing improved techniques to ensure such training is provided in a structured framework and duly recognised.
- (c) The Company will have discussions with the Union in order to obtain its input into curricula and other relevant aspects of training.
- (d) The Company also commits to developing, in consultation, formal/accredited training programmes which may be delivered in-house or externally.

- (e) The Company undertakes to utilise accredited training programmes, where required and with regard to the needs of the Company. External training resources will be pursued, having regard to the needs of the Company and reasonable availability of training.
- (f) Training programmes will also be developed for management employees to enable all employees at the Company to participate in change and contribute to improving productivity and international competitiveness.
- (g) Non compulsory training done on rostered days off will be paid at the ordinary rate of pay with 4 hours being the minimum payment on any given training.

26. Annual leave

26.1. Interpretation

For the purposes of this clause 26:

- (a) "ordinary pay" in relation to an employee, means remuneration for the employee's normal weekly number of hours of work calculated at the ordinary time rate of pay; and
- (b) for the purposes of the definition of the term "ordinary pay" in clause 26.1(a):
 - (1) where no ordinary time rate of pay is fixed for an employee's work under the terms of their employment, the ordinary time rate of pay shall be deemed to be the average weekly rate earned by them during the period in respect of which the right to their annual leave accrues; and
 - (2) where no normal weekly number of hours is fixed for an employee under the terms of their employment, the normal weekly number of hours of work shall be deemed to be the average weekly number of hours worked by them during the period in respect of which the right to their annual leave accrues.

26.2. Entitlement

Except as otherwise provided in this Agreement, every employee shall at the end of each year of their employment by the Company, become entitled to a period of 152 hours paid annual leave.

26.3. Taking of annual leave

Annual leave shall be given and taken by the employee:

- (a) in one continuous period; or
- (b) by agreement, between the Company and an employee concerned, any number of separate periods as may be agreed.

26.4. Taking of annual leave in advance

- (a) If the employee and the Company so agree, annual leave may be taken wholly or partly in advance before the employee has become entitled to the annual leave.
- (b) Where the annual leave or any part thereof has been taken before the right to the annual leave has accrued, the right to a further period of leave shall not commence to

accrue until after the expiration of the year of employment in respect of which the annual leave or part has been so taken.

26.5. When leave to be taken

- (a) Annual leave shall be given by the Company and shall be taken by the employee before the expiration of a period of six months after the date upon which the right to such leave accrues.
- (b) Annual leave shall not be granted during the season unless pressing circumstances arise. The Company will require supportive evidence of such pressing circumstances to be provided by the employee.
- (c) The Company shall give each employee at least 14 days' notice or a lesser period by agreement, of the date from which their annual leave shall be taken.

26.6. Payment in lieu

Except as provided in clause 26.13, payment shall not be made by the Company to an employee in lieu of any annual leave or part thereof to which the employee is entitled under this Agreement, nor shall any such payment be accepted by the employee.

26.7. Payment of wages during annual leave

- (a) Before the commencement of the employee's annual leave, the Company shall pay the employee their current rate of pay for the period of leave.
- (b) Despite clause 26.7 (a), and by agreement with the individual employee, the payment of wages during annual leave can be made at the regular interval of the respective pay cycle applicable to the employee.

26.8. Annual leave loading

- (a) An employee (other than a shift worker) who proceeds on annual leave shall receive a loading of 17.5% calculated on the appropriate rate of pay for the period of leave.
- (b) A shift worker whose:
 - i. shift allowance, as prescribed by clause 18.6 of this Agreement; and
 - ii. extra rates for Saturday and Sunday work, in accordance with the shift roster or projected roster, entitle them to a greater amount than the 17.5% loading prescribed by clause 26.8 (a), is entitled to the shift allowance and the extra rates for Saturday and Sunday in addition to the employee's ordinary pay, in lieu of the 17.5% annual leave loading.
- (c) An employee whose shift allowance:
 - iii. is prescribed by clause 2 of Schedule 2; and
 - iv. entitles them to a greater amount than the 17.5% annual leave loading prescribed by clause 26.8 (a), is entitled to the shift allowance prescribed by clause 2 of Schedule 2 in addition to the employee's ordinary pay, in

lieu of the 17.5% annual leave loading.

- (d) Where an additional overtime shift is included in the roster, then the value of that shift will be included in the annual leave payment.
- (e) If the shift allowance and extra rates for Saturday and Sunday work would have entitled an employee to a lesser amount than the loading of 17.5%, then such loading shall be added to the rate payable under the employee's contract of employment instead of the shift allowance and extra rates for Saturday and Sunday work.

26.9. Examples of calculating annual leave loading

For the purpose of clause 26.8, the following paragraphs provide examples of calculating annual leave loadings.

- (a) In the case of seven day shift employees on either a four weekly or eight weekly cycle, the average leave loading payable will be 33.5% in addition to three and a half days (3.5) shift allowance.
- (b) In the case of seven day shift employees on seven weekly cycle, the average leave loading payable will be 22.55% in addition to three and a half days (3.5) shift allowance.
- (c) Provided further that where, during the qualifying period, an employee has worked for part of the period as a day worker and for the other part as a shift worker, the loading shall be applied in proportion to the number of weeks worked under each condition.

26.10. Leave loading on termination

The 17.5% loading prescribed in clause 26.8 shall not apply to proportionate payment of leave on termination of employment.

26.11. Annual leave and public holidays

Where any public holiday, for which the employee is entitled to payment under this Agreement or under their contract of employment, occurs during any period of annual leave taken by an employee under this clause 26, there shall be added to that period of leave one day in respect of that public holiday. Such additional day or days shall not attract payment of the 17.5% loadings or shift loadings.

26.12. Productivity

Annual leave rosters should meet the needs of employees and the objectives of the Company to maximise all productivity and efficiency of production.

26.13. Payment of leave upon termination

- (a) Where the employment of an employee who has become entitled to one or more periods of annual leave provided by this Agreement is terminated, the Company shall be deemed to have given all of such leave (except so much, if any, as has already been taken) to the employee as from the date of the termination of the employment, and shall immediately pay to the employee, in addition to all other amounts due to the employee, the employee's ordinary pay for the period of that leave.

- (b) Clause 26.13 (a) applies to, and in respect of, any annual leave (except so much, if any, as has already been taken) whether or not the employee concerned continues to be entitled (apart from this clause 26.13) to take it, and so applies as if the employee's right to take it had accrued immediately before the date of the termination of the employee's employment.
- (c) Nothing in clause 26.13 (a) or 26.13 (b) affects the obligation of the Company to give, or an employee to take, annual leave in accordance with this Agreement.
- (d) Employees employed less than one year
 - (1) Where the employment of an employee, by the Company is terminated at the end of a period of employment that is less than one year, the Company shall immediately pay to the employee in addition to all other amounts due to them, an amount of one-twelfth of their ordinary pay for that period of employment.
 - (2) Where the annual leave, or any part thereof, has been taken in advance by an employee pursuant to clause 26.4, and:
 - the employment of the employee is terminated before they have completed the year of employment in respect of which such annual leave or part was taken; and
 - the sum paid by the Company to the employee as ordinary pay for the annual leave or part so taken in advance exceeds the sum which the Company is required to pay to the employee under clause 26.13 (e)(1) 26.13(d)(1), the Company shall not be liable to make any payment to the employee under clause 26.13 (e)(1), and shall be entitled to deduct the amount of such excess from any remuneration payable to the employee upon the termination of the employment.
- (e) Close down
 - (1) Where the Company closes down a site, or a section or sections thereof, for the purposes of allowing annual leave to be taken by all, or the majority of the employees in the site, or section or sections concerned, the following provisions shall apply:
 - (A) The Company may, after giving the employees concerned not less than one month's notice of its intention so to do, stand off for the duration of the close down any or all employees in the site or section or sections concerned, and allow those who have not accumulated a full entitlement to annual leave pursuant to this clause 26, paid leave on a proportionate basis of one-twelfth of the employee's ordinary pay for the period of their employment, together with pay for any public holiday which occurs during such annual leave and for which the employee is entitled to payment under this Agreement or under their contract of employment.
 - (B) Where an employee is engaged after the giving of such notice as

prescribed in clause 26.13 (e)(2)(A) notice of intention of the Company to close down the site or a section or sections thereof is to be given on the date of the employee's engagement.

(C) The next twelve-monthly qualifying period for each employee affected by such close down shall commence from the date of closing.

26.14. Seven-day continuous shift workers

- (a) In addition to the annual leave prescribed in this clause 26, seven-day continuous shift workers shall be allowed 38 hours leave per year.
- (b) An employee with one year of continuous employment who is engaged for part of the yearly period as a seven-day shift worker, shall be entitled to have the period of annual leave prescribed in clause 26.14(a) increased by 3.16 hours for each month they are continuously engaged.
- (c) An employee who is engaged for part of any year of employment as a seven-day shift worker, and whose employment is terminated, shall be paid in addition to any other amounts due to them, an additional amount equal to 3.16 hours for each month they are continuously engaged.

27. Personal leave

27.1. Entitlement

Employees (except casuals) are entitled to 76 hours of personal leave per 12 months of continuous service (pro rata for part time employees).

In the first 12 months of employment, personal leave will accrue at 1/26th of nominal hours per 4 week period up to 76 hours. An upfront grant of 76 hours of personal leave will be provided on each anniversary of the employee's employment in their second and subsequent years of employment.

Personal leave includes sick leave (for personal illness or injury) and carer's leave (to care for a sick or injured immediate family or household member).

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

- (a) a spouse (including a former spouse, a de facto spouse and a former de facto spouse), child, parent, grandparent, grandchild or sibling of the employee;
- (b) a child (including an adopted child, a step-child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

Two days unpaid emergency carer's leave is available to full time or part time employees if their paid leave entitlement has been exhausted. The two unpaid days of emergency carer's leave are also available to casual employees.

27.2 Shift workers

An employee who is engaged as a shift worker will have their personal leave entitlements paid at the ordinary rate of pay plus shift allowance.

27.3 Conditions

- (a) An employee shall, as soon as reasonably practicable, and during the first two ordinary hours of the first day or shift or such absence, inform the Company of their inability to attend for duty, and as far as practicable, state the nature of the injury or illness and the estimated duration of the absence.
- (b) If circumstances beyond the control of the employee do not enable them to inform the Company during the first two ordinary hours of the first day or shift of such absence, the employee shall inform the Company before the cessation of the shift.
- (c) An employee shall, subject to 00, if required by the Company, prove to the satisfaction of the Company by statutory declaration or by such other means as the Company may reasonably require (or, in the event of any dispute, refer to clause 9) that the employee was unable, on account of such illness or injury, to attend for work on that day or days for which the employee claims to be entitled to such leave of absence.
- (d) A medical certificate or statutory declaration is to be provided by an employee when personal/carer's leave is taken for any period of 2 consecutive days or more; or, where the employee has taken more than 4 single day absences in a calendar year without providing evidentiary documentation.

27.4 Shift cycles

In the case of a weekly employee working on a shift cycle who is rostered to work on a shift falling outside their ordinary hours, the provisions of clause 27.1 shall apply when they are sick or absent on that day. Sick leave paid under this provision shall be paid at the ordinary rate of pay, and such paid sick leave shall not exceed 40 hours in any one week.

27.5 Sick leave cumulative

Notwithstanding anything contained in clauses 27.1 and 0, if the full period of sick leave as prescribed above is not taken in any year, the portion not taken shall be cumulative from year to year.

27.6 Payment of personal leave upon termination

Where an employee's employment with the Company is terminated by the Company for any reason other than one justifying summary dismissal, or for reasons of redundancy, the employee shall be paid the unused personal leave balance in the following manner:

Period of service	Payment of personal leave
For service 0 - 5 years	Nil.
For service 5 - 10 years	30% of balance on record.
For service 10 years or more	60% of balance on record with a maximum of 500 hours

28. Compassionate leave

Full time and part time employees are entitled to 4 days per occasion of compassionate leave for an immediate family (as defined in Clause 27.1) or household member.

29. Long Service Leave

The Company shall grant the entitlements conferred under the *Long Service Leave Act 1992* and any amendments, except that:

- (a) long service leave is deemed to have accrued at a rate of 0.86 week's leave for each year of continuous service prior to 1 June 2001;
- (b) from 1 June 2001, an employee is entitled to accrue long service leave at a rate of 1.3 week's leave for each year of continuous service;
- (c) an employee is entitled to take long service leave once they have accrued a total of 10 years service.
- (d) after the period referred to in clause 29 (c), an employee will be entitled to take 6.5 weeks of long service leave for each 5 year period of continuous service;
- (e) where any public holiday for which the employee is entitled to payment under this Agreement occurs during any period of long service leave taken by an employee under this clause, the period of leave shall be increased by one day in respect of that public holiday;
- (f) "Ordinary pay" in relation to any employee, means remuneration for the workers normal weekly number of hours of work calculated at the ordinary time rate of pay.;
- (g) for process controllers engaged at the Darnum, Park site:
"ordinary pay" in relation to an employee means the weekly salary for the employee, calculated with reference to the employee's normal monthly period shown in the "Monthly payment" row of the table in clause 9 of Schedule 1;

30. Maternity leave

Subject to the terms of this clause 30, employees are entitled to maternity leave in connection with the birth of a child.

30.1. Nature of leave

Except as provided under clause 30.3, maternity leave is unpaid leave.

30.2. Definitions

For the purpose of this clause 30:

- (a) "Employee" includes a part-time employee but does not include an employee engaged upon casual or seasonal work;
- (b) "Paternity Leave" means leave of the type provided for in clause 31;
- (c) "Child" means a child of the employee under the age of one year;

- (d) "Spouse" includes a de facto or a former spouse; and
- (e) "Continuous service" means service under an unbroken contract of employment and includes:
 - (1) any period of leave taken in accordance with clauses 30, 31 or 32;
 - (2) any period of part-time employment worked in accordance with clause 33; or
 - (3) any period of leave or absence authorised by the Company or by this Agreement.

30.3. Eligibility for maternity leave

- (a) An employee who becomes pregnant, upon production to the Company of the certificate required by clause 30.4, shall be entitled to a period of
 - (1) up to 6 weeks paid maternity leave;
 - (2) a further 6 weeks paid maternity leave paid provided the employee returns to work at the end of her maternity leave for a minimum period of 12 months; if the employee does not return to work for at least 12 months, the additional 6 weeks will be repaid to the company on termination; and
 - (3) up to 40 weeks unpaid maternity leave (or 46 weeks if the employee chooses not to accept the additional 6 weeks paid maternity leave in Clause 30.3(a)(2) above),

provided that such leave shall not extend beyond the child's first birthday.

- (b) The entitlement in clause 30.3(a) shall be reduced by any period of paternity leave taken by the employee's spouse in relation to the same child and, apart from paternity leave of up to one week at the time of confinement, shall not be taken concurrently with paternity leave.
- (c) Subject to clauses 30.6 and 30.9, the period of maternity leave shall be unbroken and shall, immediately following confinement, include a period of six weeks compulsory leave.
- (d) The employee must have had at least 12 months continuous service with the Company immediately preceding the date upon which she proceeds upon such leave.

30.4. Certification

At the time specified in clause 30.5, the employee must produce to the Company:

- (a) a certificate from a registered medical practitioner stating that she is pregnant and the expected date of confinement; and

- (b) a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse, and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

30.5. Notice requirements

- (a) An employee shall, not less than ten weeks prior to the presumed date of confinement, produce to the Company the certificate referred to in clause 30.4 (a).
- (b) An employee shall give not less than four weeks notice in writing to the Company of the date upon which she proposes to commence maternity leave, stating the period of leave to be taken and shall, at the same time, produce to the Company the statutory declaration referred to in clause 30.4(b).
- (c) The Company, by not less than 14 days notice in writing to the employee, may require her to commence maternity leave at any time within the six weeks immediately prior to her presumed date of confinement.
- (d) An employee shall not be in breach of this clause 30.5 as a consequence of failure to give the stipulated period of notice in accordance with clause 30.5(b), if such failure is occasioned by the confinement occurring earlier than the presumed date.

30.6. Transfer to safe job

- (a) Where, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee, make it inadvisable for the employee to continue at her present work, the employee shall, if the Company deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.
- (b) If the transfer to a safe job is not practicable, the employee may elect, or the Company may require the employee, to take leave for such period as is certified necessary by a registered medical practitioner. Such leave shall be treated as maternity leave for the purposes of clauses 30.10, 30.11, 30.12 and 30.13.

30.7. Variation of period of maternity leave

- (a) Provided the maximum period of maternity leave does not exceed the period to which the employee is entitled under clause 30.3:
 - (1) the period of maternity leave may be lengthened once only by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be lengthened; and
 - (2) the period may be further lengthened by agreement between the Company and the employee.
- (b) The period of maternity leave may, with the consent of the Company, be shortened by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be shortened.

30.8. Cancellation of maternity leave

- (a) Maternity leave applied for, but not commenced, shall be cancelled when the pregnancy of an employee terminates other than by the birth of a living child.
- (b) Where the pregnancy of an employee then on maternity leave terminates other than by the birth of a living child, it shall be the right of the employee to resume work at a time nominated by the Company which shall not exceed four weeks from the date of notice in writing by the employee to the Company that she desires to resume work.

30.9. Special maternity leave and sick leave

- (a) Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child:
 - (1) she shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a registered medical practitioner certifies as necessary before her return to work; or
 - (2) for illness other than the normal consequences of confinement she shall be entitled, either in lieu of or in addition to special maternity leave, to such paid sick leave as to which she is then entitled and which a registered medical practitioner certifies as necessary before her return to work.
- (b) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take such paid sick leave as to which she is then entitled and such further unpaid leave (to be known as special maternity leave) as a registered practitioner certifies as necessary before her return to work, provided that the aggregate of paid sick leave, special maternity leave and maternity leave shall not exceed the period to which the employee is entitled under clause 30.3.
- (c) For the purposes of clauses 30.10, 30.11 and 30.12, maternity leave shall include special maternity leave.

30.10. Maternity leave and other leave entitlements

- (a) Provided the aggregate of any leave, including leave taken under this clause does not exceed the period to which the employee is entitled under clause 30.3, an employee may, in lieu of or in conjunction with maternity leave, take any annual leave or long service leave or any part thereof to which she is entitled.
- (b) Paid sick leave, or other paid authorised absences (excluding annual leave or long service leave), shall not be available to an employee during her absence on maternity leave.

30.11. Effect of maternity leave on employment

Subject to this clause 30, notwithstanding any agreement or other provision to the contrary, absence on maternity leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for the purpose of this Agreement.

30.12. Termination of employment

- (a) An employee on maternity leave may terminate her employment at any time during the period of leave by notice given in accordance with this Agreement.
- (b) The Company shall not terminate the employment of an employee on the ground of her pregnancy or of her absence on maternity leave, but otherwise the rights of the Company in relation to termination of employment are not hereby affected.

30.13. Return to work after maternity leave

- (a) An employee shall confirm her intention of returning to work by notice in writing to the Company given not less than four weeks prior to the expiration of her period of maternity leave.
- (b) An employee, upon returning to work after maternity leave or the expiration of the notice required by clause 30.13 (a), shall be entitled to the position which she held immediately before proceeding on maternity leave or, in the case of an employee who was transferred to a safe job pursuant to clause 30.6, to the position which she held immediately before such transfer or in relation to an employee who has worked part-time during the pregnancy, the position she held immediately before commencing such part-time work.
- (c) Where the position described in clause 30.13 (b) no longer exists, but there are other positions available which the employee is qualified for and is capable of performing, she shall be entitled to a position as nearly comparable in status and pay to that of her former position.

30.14. Replacement employees

- (a) A replacement employee is an employee specifically engaged as a result of an employee proceeding on maternity leave.
- (b) Before the Company engages a replacement employee, the Company shall inform that person of the temporary nature of the employment, and of the rights of the employee who is being replaced.
- (c) Before the Company engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising her rights under this clause 30 the Company shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.
- (d) Nothing in this clause 30.14 shall be construed as requiring the Company to engage a replacement employee.

31. Paternity Leave

Subject to the terms of this clause 31, employees are entitled to paternity leave in connection with the birth of a child.

31.1. Nature of Leave

Except as provided under clause 31.4, paternity leave is unpaid leave.

31.2. Definitions

For the purposes of this clause 31:

- (a) "Employee" includes a part-time employee but does not include an employee engaged upon casual or seasonal work;
- (b) "Maternity Leave" means leave of the type provided for in clause 30 (and includes special maternity leave);
- (c) "Child" means a child of the employee or the employee's spouse under the age of one year;
- (d) "Spouse" includes a de facto or a former spouse;
- (e) "Primary care-giver" means a person who assumes the principal role of providing care and attention to a child; and
- (f) "Continuous service" means service under an unbroken contract of employment and includes:
 - (1) any period of leave taken in accordance with clauses 30, 31 or 32;
 - (2) any period of part-time employment worked in accordance with clause 33; or
 - (3) any period of leave or absence authorised by the Company or by the Agreement.

31.3. Eligibility for paternity leave

- (a) A male employee, upon production to the Company of the certificate required by clause 31.5, shall be entitled to one or two periods of paternity leave, the total of which shall not exceed 52 weeks, in the following circumstances:
 - (1) an unbroken period of up to one week at the time of confinement of his spouse; and
 - (2) a further unbroken period of up to 51 weeks in order to be the primary caregiver of a child, provided that such leave shall not extend beyond the child's first birthday. This entitlement shall be reduced by any period of maternity leave taken by the employee's spouse, and shall not be taken concurrently with that maternity leave.
- (b) The employee must have had at least 12 months continuous service with the Company immediately preceding the date upon which he proceeds upon either period of leave.

31.4. One week pay

A male employee, who takes at least one week of paternity leave in accordance with clause 31.3 (a), is entitled to one week of pay, calculated at the ordinary rate of pay.

31.5. Certification

At the time specified in clause 31.6 the employee must produce to the Company:

- (a) a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement or states the date on which the birth took place; and
- (b) in relation to any period to be taken under clause 31.3 (a)(2), a statutory declaration stating:
 - (1) he will take that period of paternity leave to become the primary care-giver of a child;
 - (2) particulars of any period of maternity leave sought or taken by his spouse; and
 - (3) that for the period of paternity leave, he will not engage in any conduct inconsistent with his contract of employment.

31.6. Notice requirements

- (a) The employee shall, not less than ten weeks prior to each proposed period of leave, give the Company notice in writing stating the dates on which he proposes to start and finish the period or periods of leave, and produce the certificate and statutory declaration required in clause 31.5 .
- (b) The employee shall not be in breach of this clause 31.6 as a consequence of failure to give the notice required in clause 31.6(a), if such failure is due to:
 - (1) the birth occurring earlier than the expected date; or
 - (2) the death of the mother of the child; or
 - (3) other compelling circumstances.
- (c) The employee shall immediately notify the Company of any change in the information provided pursuant to clause 31.5 .

31.7. Variation of period of paternity leave

- (a) Provided the maximum period of paternity leave does not exceed the period to which the employee is entitled under clause 31.3:
 - (1) the period of paternity leave provided by clause 31.3 (a)(2) may be lengthened once only by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be lengthened; and
 - (2) the period may be further lengthened by agreement between the Company and the employee.
- (b) The period of paternity leave taken under clause 31.3 (a)(2) may, with the consent of the Company, be shortened by the employee giving not less than 14 days notice in

writing stating the period by which the leave is to be shortened.

31.8. Cancellation of paternity leave

Paternity leave applied for under clause 31.3 (a)(2), but not commenced, shall be cancelled when the pregnancy of the employee's spouse terminates other than by the birth of a living child.

31.9. Paternity leave and other leave entitlements

- (a) Provided the aggregate of any leave, including leave taken under this clause 31.9, does not exceed the period to which the employee is entitled under clause 26.3, an employee may, in lieu of or in conjunction with paternity leave, take any annual leave or long service leave or any part thereof to which he is entitled.
- (b) Paid personal leave, or other paid authorised absences (excluding annual leave or long service leave), shall not be available to an employee during his absence on paternity leave.

31.10. Effect of paternity leave on employment

Subject to this clause 31, notwithstanding any agreement or other provision to the contrary, absence on paternity leave shall not break the continuity of service of an employee, but shall not be taken into account in calculating the period of service for the purpose of this Agreement.

31.11. Termination of employment

- (a) An employee on paternity leave may terminate his employment at any time during the period of leave by notice given in accordance with this Agreement.
- (b) The Company shall not terminate the employment of an employee on the grounds of his absence on paternity leave, but otherwise the rights of the Company in relation to termination of employment are not hereby affected.

31.12. Return to work after paternity leave

- (a) An employee shall confirm his intention of returning to work by notice in writing to the Company given not less than four weeks prior to the expiration of the period of paternity leave provided by clause 31.3 (a)(2).
- (b) An employee, upon returning to work after paternity leave or the expiration of the notice required by clause 31.12(a), shall be entitled to the position which he held immediately before proceeding on paternity leave, or in relation to an employee who has worked part-time under clause 33 to the position he held immediately before commencing such part-time work.
- (c) Where the position described in clause 31.12 (b) no longer exists, but there are other position available which the employee is qualified for and is capable of performing, he shall be entitled to a position as nearly comparable in status and pay to that of his former position.

31.13. Replacement employees

- (a) A replacement employee is an employee specifically engaged as a result of an employee proceeding on paternity leave.
- (b) Before the Company engages a replacement employee, the Company shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.
- (c) Before the Company engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising his rights under this clause 31, the Company shall inform that person of the temporary nature of the promotion or transfer, and of the rights of the employee who is being replaced.
- (d) Nothing in this clause 31.3 shall be construed as requiring the Company to engage a replacement employee.

32. Adoption leave

Subject to the terms of this clause 32, employees are entitled to adoption leave in connection with the adoption of a child.

32.1. Nature of leave

Adoption leave is unpaid leave.

32.2. Definitions

For the purposes of this clause 32:

- (a) "Employee" includes a part-time employee but does not include an employee engaged upon casual or seasonal work;
- (b) "Child" means a person under the age of five years who is placed with the employee for the purposes of adoption, other than:
 - (1) a child or step-child of the employee or of the spouse of the employee; or
 - (2) a child who has previously lived continuously with the employee for a period of six months or more;
- (c) "Relative adoption" occurs where a child, as defined, is adopted by a grandparent, brother, sister, aunt or uncle (whether of the whole blood or half blood or by marriage);
- (d) "Primary care-giver" means a person who assumes the principal role of providing care and attention to a child;
- (e) "Spouse" includes a de facto spouse; and
- (f) "Continuous service" means service under an unbroken contract of employment and includes:

- (1) any period of leave taken in accordance with clauses 30, 31 or 32;
- (2) any period of part-time employment worked in accordance with clause 33; or
- (3) any period of leave or absence authorised by the Company or by the Agreement.

32.3. Eligibility

- (a) An employee, upon production to the Company of the documentation required by clause 32.4, shall be entitled to one or two periods of adoption leave the total of which shall not exceed 52 weeks, in the following circumstances:
 - (1) an unbroken period of up to three weeks at the time of the placement of the child; and
 - (2) an unbroken period of up to 52 weeks from the time of the child's placement in order to be the primary care-giver of the child.
- (b) The leave granted under clause 32.3 (a) shall not extend beyond one year after the placement of the child, and shall not be taken concurrently with adoption leave taken by the employee's spouse in relation to the same child.
- (c) The entitlement in clause 32.3 (a)(2) of up to 52 weeks shall be reduced by:
 - (1) any period of leave taken pursuant to clause 32.3 (a)(1); and
 - (2) the aggregate of any periods of adoption leave taken or to be taken by the employee's spouse.
- (d) Prior to taking leave under this clause 32, an employee must have had at least 12 months continuous service with the Company immediately preceding the date upon which they proceed upon such leave.

32.4. Certification

- (a) Before taking adoption leave, the employee must produce to the Company:
 - (1) a statement from an adoption agency or other appropriate body indicating the presumed date of placement of the child with the employee for adoption purposes; or
 - (2) a statement from the appropriate government authority confirming that the employee is to have custody of the child pending application for an adoption order.
- (b) In relation to any period to be taken under clause 32.3 (a)(2), the employee must provide to the Company a statutory declaration stating:
 - (1) that the employee is seeking adoption leave to become the primary caregiver of the child;

- (2) the particulars of any period of adoption leave, sought or taken by the employee's spouse; and
- (3) that for the period of adoption leave the employee will not engage in any conduct inconsistent with his or her contract of employment.

32.5. Notice requirements

- (a) Upon receiving notice of approval for adoption purposes, an employee shall notify the Company of such approval, and within two months of such approval, shall further notify the Company of the period or periods of adoption leave the employee proposes to take.
- (b) In the case of a relative adoption, the employee shall notify the Company, as required by clause 32.5 (a), upon deciding to take a child into custody pending an application for an adoption order.
- (c) An employee who commences employment with the Company after the date of approval for adoption purposes shall, upon commencing employment, notify the Company of the period or periods of adoption leave which the employee proposes to take.
- (d) An employee shall, as soon as the employee is aware of the presumed date of placement of a child for adoption purposes, but no later than 14 days before such placement, give notice in writing to the Company of such date, and of the date of the commencement of any period of leave to be taken under clause 32.3 (a)(1).
- (e) An employee shall, ten weeks before the proposed date of commencing any leave to be taken under clause 32.3 (a)(2), give notice in writing to the Company of the date of commencing leave and the period of leave to be taken.
- (f) An employee shall not be in breach of this clause 32.5 as a consequence of failure to give the stipulated period of notice in accordance with clauses 32.5 (d) or 32.5 (e), if such failure is occasioned by the requirement of an adoption agency to accept earlier or later placement of a child, the death of the spouse or other compelling circumstances.

32.6. Variation of period of adoption leave

- (a) Provided the maximum period of adoption leave does not exceed the period to which the employee is entitled under clause 32.3:
 - (1) the period of leave taken under clause 32.3 (a)(2) may be lengthened once only by the employee giving not less than 14 days notice in writing, stating the period by which the leave is to be lengthened; and
 - (2) the period may be further lengthened by agreement between the Company and the employee.
- (b) The period of adoption leave taken under clause 32.3 (a)(2) may, with the consent of

the Company, be shortened by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be shortened.

32.7. Cancellation of adoption leave

- (a) Adoption leave applied for but not commenced, shall be cancelled where the placement of the child does not proceed.
- (b) Where the placement of a child for adoption purposes with an employee on adoption leave does not proceed or continue, the employee shall notify the Company forthwith and the Company shall nominate a time not exceeding four weeks from receipt of notification for the employee's resumption of work.

32.8. Special leave

The Company shall grant to any employee who is seeking to adopt a child, such unpaid leave not exceeding two days, as is required by the employee to attend any compulsory interviews or examination as are necessary as part of the adoption procedure. Where paid leave is available to the employee, the Company may require the employee to take such leave in lieu of special leave.

32.9. Adoption leave and other entitlements

- (a) Provided the aggregate of any leave, including leave taken under this clause 32.9, does not exceed the period to which the employee is entitled under clause 32.3, an employee may, in lieu of or in conjunction with adoption leave, take any annual leave or long service leave or any part thereof to which they are entitled.
- (b) Paid sick leave, or other paid authorised absences (excluding annual leave or long service leave), shall not be available to an employee during the employee's absence on adoption leave.

32.10. Effect of adoption leave on employment

Subject to this clause 32, notwithstanding any agreement or other provision to the contrary, absence on adoption leave shall not break the continuity of service of an employee, but shall not be taken into account in calculating the period of service for the purpose of this Agreement.

32.11. Termination of employment

- (a) An employee on adoption leave may terminate their employment at any time during the period of leave by notice given in accordance with the Agreement.
- (b) The Company shall not terminate the employment of an employee on the ground of the employee's application to adopt a child or absence on adoption leave, but otherwise the rights of the Company in relation to termination of employment are not hereby affected.

32.12. Return to work after adoption leave

- (a) An employee shall confirm the intention of returning to work by notice in writing to the Company given not less than four weeks prior to the expiration of the period of

adoption leave provided by clause 32.3 (a)(2).

- (b) An employee, upon returning to work after adoption leave, shall be entitled to the position held immediately before proceeding on such leave or in relation to an employee who has worked part-time under clause 33, the position held immediately before commencing such part-time work.
- (c) Where the position described in clause 32.12 (b) no longer exists, but there are other positions available which the employee is qualified for and is capable of performing, the employee shall be entitled to a position as nearly comparable in status and pay to that of the employee's former position.

32.13. Replacement employees

- (a) A replacement employee is an employee specifically engaged as a result of an employee proceeding on adoption leave.
- (b) Before the Company engages a replacement employee, the Company shall inform that person of the temporary nature of the employment, and of the rights of the employee who is being replaced.
- (c) Before the Company engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising rights under this clause 32, the Company shall inform that person of the temporary nature of the promotion or transfer, and of the rights of the employee who is being replaced.
- (d) Nothing in this clause 32.13 shall be construed as requiring the Company to engage a replacement employee.

33. Part-time work

Subject to the terms of this clause 33, employees are entitled to work part-time in connection with the birth or adoption of a child.

33.1. Definitions

For the purposes of this clause 33:

- (a) "Male employee" means an employed male who is caring for a child born of his spouse or a child placed with the employee for adoption purposes;
- (b) "Female employee" means an employed female who is pregnant or is caring for a child she has borne, or a child who has been placed with her for adoption purposes;
- (c) "Spouse" includes a de facto or a former spouse;
- (d) "Former position" means the position held by a female or male employee immediately before proceeding on leave or part-time employment under this clause 33, whichever first occurs or, if such position no longer exists but there are other positions available for which the employee is qualified and the duties of which he or she is capable of performing, a position as nearly comparable in status and pay to that of the position first mentioned in this definition; and

- (e) "Continuous service" means service under an unbroken contract of employment and includes:
 - (1) any period of leave taken in accordance with clauses 30, 31 or 32;
 - (2) any period of part-time employment worked in accordance with this clause 33; or
 - (3) any period of leave or absence authorised by the Company or by the Agreement.

33.2. Entitlement

With the agreement of the Company:

- (a) a male employee may work part-time in one or more periods at any time from the date of birth of the child until its second birthday or, in relation to adoption, from the date of placement of the child until the second anniversary of the placement;
- (b) a female employee may work part-time in one or more periods while she is pregnant where part-time employment is, because of the pregnancy, necessary or desirable;
- (c) a female employee may work part-time in one or more periods at any time from the seventh week after the date of birth of the child until its second birthday; or
- (d) in relation to adoption, a female employee may work part-time in one or more periods at any time from the date of the placement of the child until the second anniversary of that date.

33.3. Return to former position

- (a) An employee who has had at least 12 months continuous service with the Company immediately before commencing part-time employment after the birth of placement of a child has, at the expiration of the period of such part-time employment or the first period, if there is more than one, the right to return to his or her former position.
- (b) Nothing in clause 33.3 (a) shall prevent the Company from permitting the employee to return to his or her former position after a second or subsequent period of part-time employment.

33.4. Effect of part-time employment on continuous service

Commencement on part-time work under this clause 33, and return from part-time work to full time work under this clause 33, shall not break the continuity of service or employment.

33.5. Pro-rata entitlements

Subject to the provisions of this clause 33, and the matters agreed to in accordance with clause 33.8, part-time employment shall be in accordance with the provisions of this Agreement, which shall apply pro rata.

33.6. Transitional arrangements - annual leave

- (a) An employee working part-time under this clause 33 shall take and be paid for any leave accrued in respect of a period of full-time employment, in such periods and

manner as specified in clause 26, as if the employee were working full-time in the class of work the employee was performing as a full-time employee immediately before commencing part-time work under this clause 33.

(b) Accrual of annual leave

(a) A full-time employee shall take and be paid for any annual leave accrued in respect of a period of part-time employment under this clause 33, in such periods and manner as specified in this Agreement, as if the employee were working part-time in the class of work the employee was performing as a part-time employee immediately before resuming full-time work.

(b) By agreement between the Company and the employee, the period over which the leave is taken under clause 33.6 (b) (a) may be shortened to the extent necessary for the employee to receive pay at the employee's current full-time rate.

33.7. Transitional arrangements - personal leave

An employee working part-time under this clause 33 shall have personal leave entitlements which have accrued under this Agreement (including any entitlements which have accrued in respect of previous full-time employment) converted into hours. When this entitlement is used, whether as a part-time employee or as a full time employee, it shall be debited for the ordinary hours that the employee would have worked during the period of absence.

33.8. Part-time work agreement

(a) Before commencing a period of part-time employment under this clause 33, the employee and the Company shall agree:

- (1) that the employee may work part-time;
- (2) upon the hours to be worked by the employee, the days upon which they will be worked and commencing times for the work;
- (3) upon the classification applying to the work to be performed; and
- (4) upon the period of part-time employment.

(b) The terms of the agreement in this clause 33.8 may be varied by consent.

(c) The terms of the agreement in this clause 33.8, or any variation to it, shall be reduced to writing and retained by the Company. A copy of the agreement described in this clause 33.8, and any variation to it, shall be provided to the employee by the Company.

(d) Subject to this clause 33.8, the terms of this Agreement shall apply to the part-time employment.

33.9. Termination of employment

(a) The employment of a part-time employee under this clause 33 may be terminated in

accordance with the provisions of this Agreement, but may not be terminated by the Company because the employee has exercised or proposes to exercise any rights arising under this clause 33 or has enjoyed or proposes to enjoy any benefits arising under this clause 33.

- (b) Any termination entitlements payable to an employee whose employment is terminated while:
 - (1) working part-time under this clause 33; or
 - (2) while working full time after transferring from part-time work under this clause 33;
 - i. shall be calculated by:
 - (3) reference to the full-time rate of pay at the time of termination;
 - (4) regarding all service as a full-time employee as qualifying for a termination entitlement based on the period of full-time employment; and
 - (5) regarding all service as a part-time employee on a pro rata basis.

33.10. Extension of hours of work

The Company may request, but not require, an employee working part-time under this clause 33 to work outside or in excess of the employee's ordinary hours of duty.

33.11. Nature of part-time work

The work to be performed part-time need not be the work performed by the employee in his or her former position but shall be work otherwise performed under this Agreement.

33.12. Inconsistent agreement provisions

An employee may work part-time under this clause 33 notwithstanding any other provision of this Agreement which limits or restricts the circumstances in which part-time employment may be worked or the terms upon which it may be worked including provisions:

- (a) limiting the number of employees who may work part-time;
- (b) establishing quotas as to the ratio of part-time to full-time employees;
- (c) prescribing a minimum or maximum number of hours a part-time employee may work; or
- (d) requiring consultation with, consent of or monitoring by the Union.

33.13. Replacement employees

- (a) A replacement employee is an employee specifically engaged as a result of an employee working part-time under this clause 33.

- (b) A replacement employee may be employed part-time. Subject to this clause 33.13, clauses 33.5, 33.6, 33.7, 33.8, 33.9 and 33.12 apply to the part-time employment of a replacement employee.
- (c) Before the Company engages a replacement employee under this clause 33.13, the Company shall inform the person of the temporary nature of the employment, and of the rights of the employee who is being replaced.
- (d) Unbroken service as a replacement employee shall be treated as continuous service for the purposes of clause 33.1 (e).
- (e) Nothing in this clause 33.13 shall be construed as requiring the Company to engage a replacement employee.

34. Public Holidays

34.1. Public holidays

- (a) All weekly employees (except casuals) shall be entitled to the following public holidays, without deduction of ordinary pay:
 - (1) New Years Day;
 - (2) Australia Day;
 - (3) Good Friday;
 - (4) Easter Saturday;
 - (5) Easter Monday;
 - (6) Labour Day;
 - (7) Anzac Day;
 - (8) Queen's Birthday;
 - (9) Melbourne Cup Day;
 - (10) Christmas Day; and
 - (11) Boxing Day, or
 - (12) Any other day gazetted or substituted in the State of Victoria.
- (b) By agreement between the Company and the majority of employees at a site or section of a site, some other day may be substituted for the holidays appearing in clause 34.1(a). Such agreement must not exclude individual employees from substituting holidays where the Company agrees to such arrangement.

When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof will be observed on 27 December.

When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof will be observed on 28 December.

When New Year's Day is a Saturday or Sunday, a holiday in lieu thereof will be observed on the next Monday.

By agreement between the employer and the majority of employees other days may be substituted for the days listed above.

34.2. Holiday rates

- (a) Double time shall be the rate payable for all work performed on a Sunday, and double time and a half shall be the rate payable for all work performed on a holiday prescribed by this clause 34.
- (b) Treble time shall be the rate payable for all work performed on Christmas Day (25th December);
- (c) The rates in clause 34.2 (a) are to be in substitution for, and not cumulative upon, the shift allowances provided in clause 18.6, except when such holiday occurs on days Monday to Friday inclusive.
- (d) A shift worker ready, available and willing to work:
 - (1) who is rostered to work on a Sunday, shall be paid a minimum of 7.6 hours at the rate of double time; or
 - (2) who is rostered to work on a holiday prescribed under this clause 33, shall be paid a minimum of 7.6 hours at the rate of double time and a half
 - (3) Any day worker required to work on a holiday shall be paid double time and a half for the time worked (with a minimum of 4 hours), and ordinary rates for the unworked portion of the day.
- (c) Any day worker required to work on a Sunday shall be entitled to a minimum of an ordinary day's pay.

34.3. Shift workers

- (a) Where a public holiday prescribed by this clause 34 occurs on a shift worker's rostered day off, the employee shall be given:
- (b) within four weeks following the date on which the holiday occurred:
 - (1) one extra day's pay of 7.6 hours; or
 - (2) equal time off in lieu of 7.6 hours; or
- (c) 7.6 hours added to their annual leave; or
- (d) in the case of a shift worker not qualifying for annual leave, one day's pay in lieu of annual leave.

34.6 Employee Liability

- (a) Where the Company is sued by any person, including an employee, for damages for personal injury or loss caused to that person by reason of any alleged negligent act or omission of an employee to whom this Agreement applies whilst acting in the scope of their employment, the Company shall not claim from such employee contribution or indemnity in respect of any such damages for which the Company is sued.
- (b) This clause 34 shall not apply if the Company has effectively insured the employee against any liability of such employee to the Company for any such contribution or indemnity.

- (c) This clause 34 shall not apply if the alleged negligent act or omission constitutes serious and wilful misconduct.

35. Accident pay

An employee, other than a casual employee, shall be entitled to receive accident pay in accordance with this clause 35.

35.1. Definitions

For the purpose of this clause 35:

- (a) "Act" means the *Accident Compensation Act 1985 (Vic)* ("Act") as amended from time to time; and
- (b) "Injury" shall be given the same meaning and application as applying under the Act, and no injury shall result in the application of accident pay unless an entitlement exists under the Act.

35.2. Total incapacity

- (a) An employee who is, or is deemed to be totally incapacitated within the meaning of the Act, shall receive a weekly payment of an amount representing the difference between:

- (1) the total amount of compensation, including other allowances, paid to the employee during incapacity pursuant to the Act for the week in question; and
- (2) the total weekly Agreement and weekly over Agreement payment if any, being paid to employee at the date of the injury giving rise to the compensation,

together with, or less as the case may be, any variation in Agreement rates which would have been applicable to the classification of such employee for the week in question if they had been performing their normal duties.

- (b) In making a calculation under clause 35.2 0 , any payment for overtime earnings, shift premiums, attendance bonus, incentive earnings under any system of payment by results, fares and travelling time allowances, penalty rates and any other ancillary payments payable by the Company shall not be taken into account.

35.3. Partial Incapacity

- (a) An employee who is partially incapacitated within the meaning of the Act, shall receive a weekly payment of an amount representing the difference between:

- (1) the total amount of compensation paid to the employee during incapacity pursuant to the Act for the week in question, together with the average weekly amount they are earning or are able to earn in some employment or business (as determined) expressly or by implication by the Victorian Work Cover Authority (or as agreed between the parties); and
- (2) the total weekly average Agreement rate and weekly over Agreement payment if any, being paid to such employee at the date of the injury giving rise to the compensation, together with, or less as the case may, be any variation in

Agreement rates which would have been applicable to the classification of such employee for the week in question if they had been performing their normal duties.

- (b) In making a calculation under clause 35.3 (a), any payment for overtime earnings, shift premiums, attendance bonus, incentive earnings under any system of payment by results, fares and travelling time allowances, penalty rates and any other ancillary payments payable by the Company shall not be taken into account.
- (c) The total weekly Agreement rate and weekly over Agreement payments described in clause 35.3 (a) shall be the same as that applying for a total incapacity, provided that where an employee receives a weekly payment of compensation under the Act and subsequently such payment is reduced pursuant to the Act, such reduction shall not increase the liability of the Company to increase the amount of accident pay in respect of that injury.

35.4. Payment for part of a week

Where an employee receives accident pay and such pay, is payable for incapacity for part of a week, the amount shall be calculated on a pro rata basis.

35.5. Qualifications for payment

- (a) Subject to this clause 35 an employee shall, upon receiving payment of compensation and continuing to receive such payment in respect of a weekly incapacity within the meaning of the Act, be paid accident pay by the Company.
- (b) The liability of the Company for accident pay may be discharged by another person on its behalf, provided that:
 - (1) accident pay shall only be payable to an employee whilst such employee remains in the employment of the Company, and then only for such period as they receive a weekly payment under the Act;
 - (2) if an employee on partial incapacity cannot obtain suitable employment from the Company, but such alternative employment is available with another company, then the relevant amount of accident pay shall still be payable;
 - (3) in the case of the termination by the Company of an employee who is incapacitated and receiving accident pay, accident pay shall continue to apply subject to the provisions of this clause 35 except in those cases where:
 - (A) the termination is due to serious and/or wilful misconduct on the part of the employee; or
 - (B) arises from a declaration of liquidation of the Company in which case the employee's entitlement shall be determined by the appropriate State legislation;
 - (4) in order to qualify for the continuance of accident pay on termination, an employee shall, if required, provide evidence to the Company of the continuing

payment of weekly workers' compensation payments;

- (5) accident pay shall not apply to any incapacity occurring during the first one week of employment unless such incapacity continues beyond the first two weeks and then, subject to this clause 35, accident pay shall apply only to the period of incapacity after the first two weeks;
- (6) industrial diseases contracted by a gradual process or injuries subject to recurrence, aggravation or acceleration (as provided in section 3 of the Act) shall not be subject to accident pay unless the employee has been employed with the Company at the time of the incapacity for a minimum period of one month; and
- (7) an employee on engagement may be required to declare all workers compensation claims made in the previous five years, and in the event of false or inaccurate information being deliberately and knowingly declared, the Company may require the employee to forfeit their entitlement to accident pay under this Agreement.

35.6. Maximum period of payment

The maximum period or aggregate of periods of accident pay to be made by the Company shall be a total of 39 weeks for any one injury.

35.7. Absences on other paid leave

An employee shall not be entitled to payment of accident pay in respect of any period of other paid leave of absence.

35.8. Notice of injury

An employee, upon incurring an injury for which they claim to be entitled to receive accident pay, shall give notice in writing of the said injury to the Company as soon as reasonably practicable after the occurrence thereof, provided that such notice may be given by a representative of the employee.

35.9. Furnishing of Evidence

An employee who has suffered any injury for which they are receiving payment or payments for incapacity in accordance with the provisions of the Act, must furnish evidence to the Company from time to time as required by the Company of such payment prior to receiving an entitlement under this clause 35.

If the Company or its agent requires an employee who is receiving, or who has received, accident pay in respect of any injury shall authorise the Company to obtain any information required by the Company concerning the injury or compensation payable in respect of the injury, from the insurance company that is liable to pay compensation to the employee pursuant to the Act.

35.10. Medical Examination

- (a) Nothing in this clause 35 shall in any way be taken as restricting or removing the Company's rights under the Act to require the employee to submit himself/herself to

examination by a legally qualified medical practitioner which is provided and paid for by the Company.

- (b) If the employee refuses to submit to an examination under clause 35.10 (a) or in any way obstructs an examination, their right to receive or continue to receive accident pay shall be suspended in like manner as their right to compensation is suspended pursuant to the Act, until such examination has taken place.
- (c) Where, in accordance with the Act, a medical referee gives a certificate as to the condition of the employee and their fitness for work or specifies work for which the employee is fit, and such work is made available by the Company and refused by the employee or the employee fails to commence the work, accident pay shall cease from the date of such refusal or failure to commence the work.
- (d) Where the Company is unable to provide work of the nature stipulated by the medical referee, an employee shall take all reasonable steps to obtain such work with another company, and in the event of their failure to do so, payment of accident pay shall cease.

35.11. Redemption of weekly payments

Where there is a redemption of weekly compensation payments by the payment under the Act of a lump sum, the Company's liability to pay accident pay shall cease as from the date of such redemption.

35.12. Civil damages claims

- (a) An employee who is receiving or has received accident pay shall advise the Company of any action they may institute or any claim they may make for damages.
- (b) If required, the employee shall:
 - (1) authorise the Company to obtain information as to the progress of such action or claim from their solicitors; and
 - (2) provide an authority to the Company entitling the Company to a charge upon any money payable pursuant to any verdict or settlement on that injury.
- (c) Where an employee obtains a verdict for damages against the Company, or is paid an amount of money in settlement of any claim for damages that they had made against the Company in respect of an injury for which they have received accident pay, the Company's liability to pay accident pay shall cease from the date of such verdict.
- (d) If the verdict for damages in clause 35.12 (c) is not reduced either in whole or part by the amount of accident pay made by the Company, the employee immediately upon payment of such verdict or amount in settlement shall pay to the Company any amount of accident pay already received in respect of that injury by which the verdict has not been so reduced.
- (e) Where the Company obtains a verdict for damages against a person other than the

Company, or is paid an amount of money in settlement of any claim for damages that they had made against such person in respect of an injury for which they have received accident pay, the Company's liability to pay accident pay shall cease from the date of such verdict.

35.13. Insurance against liability

Nothing in this clause 35 shall require the Company to insure against their liability for accident pay, nor shall it affect the right of the Company to terminate the employment of the employee.

35.14. Variations in compensation rates

Any changes in compensation rates under the Act shall not increase the amount of accident pay above the amount that would have been payable had the rates of compensation remained unchanged.

35.15. Death of employee

All rights to accident pay shall cease on the death of an employee.

35.16. Disputes

In the event of any dispute arising out of the provisions of this clause 35 the matter shall be referred to the Australian Industrial Relations Commission for determination.

35.17. Safety regulations

The Company and employees shall positively support measures which may be implemented from time to time by the Company for the adoption and maintenance of safe working practices and conditions. Employees shall co-operate in programs designed to provide for the early and effective rehabilitation of injured employees.

35.18. Journey accident insurance

In the interest of extending the benefit of additional protection, the Company shall insure all employees for loss of ordinary weekly earnings (exclusive of overtime earnings, shift premiums, attendance bonus, incentive earnings, fares and travelling time allowances, penalty rates and any other ancillary payments payable by the Company) in the event of a journey accident whilst an employee is travelling to and from their normal place of residence to their place of work, excluding those injuries covered by the *Transport Accident Act 1986 (Vic)*.

35.19. Workers compensation top-up

The Company will provide Work Cover top up that covers the difference between the compensation payable under Work Cover and the average gross earnings of the employee up to a maximum of \$1,500 per week for an aggregate period up to 104 weeks (after deduction has been made for any amount due to the employee under Work Cover or similar legislation).

36. Superannuation

Superannuation employer contributions will be paid into the employee's nominated superannuation fund, as per the Superannuation Guarantee legislation, except that 10% of

ordinary time earnings will be the minimum employer contribution. If the legislative minimum increases, the company's contributions will remain 1% above that minimum.

If an employee does not nominate a superannuation fund, LUCRF will be the default fund.

"*Ordinary time earnings*" shall mean the actual ordinary rate of pay the employee receives for ordinary hours of work including shift loading, casual loading, performance bonus and allowances. Ordinary time earnings shall not include overtime, penalty rates, reimbursement of expenses, annual leave loading, lump sum termination payments or any other extraneous payments of a like nature.

Employees wishing to salary sacrifice into superannuation can do so in accordance with the Superannuation Guarantee legislation.

37. Redundancy

37.1. Discussions before termination

- (a) Where the Company has made a definite decision that it no longer wishes a particular job to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, the Company shall hold discussions with the employees directly affected and with the Union.
- (b) The discussions shall take place as soon as practicable after the Company has made a definite decision under clause 37.1(a), and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations, and measures to mitigate any adverse affects of any terminations on the employee(s) concerned.
- (c) For the purposes of the discussion the Company shall, as soon as practicable, provide in writing to the employee(s) concerned and the Union:
 - (1) all relevant information about the proposed terminations including the reasons for the proposed terminations;
 - (2) the number and categories of employees likely to be affected;
 - (3) the number of workers normally employed; and
 - (4) the period over which the terminations are likely to be carried out.
- (d) Under clause 37.1(a), the Company is not required to disclose confidential information, the disclosure of which would be inimical to the Company's interests.

37.2. Transfer to lower paid duties

- (a) Where an employee is transferred to lower paid duties for reasons set out in clause 37.1(a), the employee shall be entitled to the same period of notice of transfer as they would have been entitled to if their employment had been terminated.
- (b) The Company may, at its discretion, make payment in lieu of notice for an amount

equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rates, for the number of weeks of notice still owing.

37.3. Employees leaving during notice period

An employee whose employment is terminated for reasons set out in clause 37.1(a) may terminate their employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause 37 had they remained with the Company until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice, or the retention payment applicable under clause 37.7 (c).

37.4. Alternative employment

The Company, in a particular redundancy case, may make application to the Australian Industrial Relations Commission to have the general severance pay prescription varied if the Company obtains acceptable alternative employment for an employee.

37.5. Transmission of business

- (a) the provisions of clause 37 are not applicable where the business or part of the business of the employer is transmitted from an employer (in this subclause called “the Transmittor”) to another employer (in this subclause called the “the Transmittee”), in any of the following circumstances :
- (1) Where the employee accepts employment with the transmittee which recognises the period of employment which the employee had with the transmittor and any prior transmittor to be service of the employee with the transmittee; or
 - (2) Where the employee rejects an offer of employment with transmittee:
 - (a) In which the terms and conditions are no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmittor: and
 - (b) Which recognises the period of employment which the employee has had with the transmittor and any prior transmittor to be service of the employee with the transmittee.

37.6. Employees exempt

Clause 37 does not apply to:

- (a) employees with less than one years' continuous service;
- (b) situations where employment is terminated as a consequence of conduct that justifies summary dismissal, including but not limited to malingering, inefficiency, neglect of duty or misconduct; and
- (c) casual employees, or employees engaged for a specific period of time or for a specific task or tasks.

37.7. Redundancy entitlements

An employee who is retrenched due to organisational restructure is entitled to:

- (a) four weeks' severance pay, based on the employee being made redundant whether

- voluntary or involuntary, and remaining with the Company until the scheduled termination date;
- (b) redundancy pay at the rate of:
 - (1) four weeks' pay for each completed year of service; and
 - (2) 0.33 weeks' pay for each additional completed month of service over and above the completed year or years of service,such redundancy pay not to exceed 130 weeks;
 - (c) a retention payment of \$4,000 where the Company closes a site or section of such site on the nominated closing date, or later, provided:
 - (1) the employee remains until the nominated closing date; and
 - (2) where an employee leaves by special arrangement or request before the nominated date, the retention payment does not apply.
 - (d) a pro-rata (calculated on a monthly basis) annual leave payment on all accrued but untaken annual leave, calculated using the All Purpose Rate plus an additional 17.5%;
 - (e) a pro rata (calculated on a monthly basis) long service leave payment, where the employee has been engaged for no less than three continuous years. Such payment to be calculated using the All Purpose Rate; and
 - (f) sick leave payment on all accrued but untaken sick leave, to be paid on the employee's ordinary rate of pay excluding roster premium, shift allowance and overtime.

37.8. Superannuation

Superannuation will be paid to employees in accordance with the retrenchment benefits of the relevant fund.

37.9. Selection for redundancies

- (a) Upon the establishment of the number and designation of employees required to be retrenched, the Company will seek to obtain volunteers subject to the retention of employees with the necessary skills and experience required to continue the site operating to the end of the date indicated by the Company. This will occur in consultation with the Union.
- (b) Subject to the Company not being successful in obtaining sufficient volunteers under clause 37.10(a), it will be forced to have involuntary redundancies based on the need to maintain skills and experience necessary for the successful graduated cessation of the manufacturing operations. This will occur in consultation with the Union.

37.10. Consultation

The parties agree that in the interest of supporting both the Company's requirements and the employees' welfare, regular consultation will take place between the representatives of the respective parties during any redundancy process.

37.11. Alternative employment

An employee who is retrenched due to organisational restructure is entitled to the necessary time off, with pay, to attend interviews for alternative employment. This will be subject to prior approval and verification of attendance.

37.12. Itemised statement and certificates of service

- (a) Redundant employees shall be given an itemised statement of all termination payments as early as possible prior to the actual date of termination.
- (b) The Company will supply a certificate of service to all retrenched employees indicating the reason for the loss of employment.

37.13. Internal vacancies and financial planning

- (a) The Company will make retrenched employees aware of internal vacancies through the in-house advertisements, and employees applying for such positions will be given due consideration subject to the job prerequisites being met.
- (b) Where necessary, financial planning sessions will be arranged by the Company and, on a needs basis, job search services for employees who require guidance in such areas will also be considered.

37.14. Relocation or transfer

- (a) Where an employee has agreed to transfer or relocate inter-Region, no redundancy entitlements under this Agreement will apply.
- (b) Where an employee is transferred within the Region (intra-Region) to a position of similar nature to the position previously held, no redundancy entitlements under this Agreement will apply, except as provided in clause 37.15 (c).
- (c) Where an employee who has transferred intra-Region is required to travel from their residence, a distance in excess of 30 km to that which they previously travelled, they are entitled to:
 - (1) a one off payment of \$500 (nett) after one month's service at the new location; and,
 - (2) a further payment of \$800 (nett) after three month's service at the new location, subject to confirmation that they will continue in employment.
- (d) Where an employee transfers within a Region (intra-Region) to a different position to the one previously held, such employee after one month's period of employment, and within three months' employment, may elect to terminate their employment by the giving of four weeks' notice and thus qualifying for redundancy payment under this Agreement.

37.15. Relocation Provisions

The Company has a relocation policy which applies to its staff for inter-regional transfers only. This policy is available to all employees. In summary the policy provides for:

- (a) two days for initial "look around" plus accommodation and meal expenses;
- (b) furniture removal and storage;
- (c) temporary accommodation up to a maximum of 12 weeks;
- (d) travel expenses to new location;
- (e) legal expenses including stamp duty for buying and selling house;
- (f) estate agent expenses; and
- (g) transfer allowance equivalent to one month's pay.

37.16. Regions

For the purposes of this clause 37, the following sites are in the following Regions:

Region	Site
Central	Head Office, Dandenong.
Western	Cobden, Cororooke.
Eastern	Longwarry, Darnum Park.
Northern	Stanhope.

38. Blood donor leave

38.1. No Deductions

Subject to clauses 38.2 and 38.3, an employee on weekly hiring who is absent during ordinary working hours for the purpose of donating blood, shall not suffer any deduction of pay, up to a maximum of two hours.

38.2. Requirements

This clause 38 does not apply unless:

- (a) the employee arranges for such absence to be on a day suitable to the Company, and be as close as possible to the beginning or ending of the employee's normal working hours;
- (b) the employee notifies the Company as soon as possible of the time and date upon which the employee is requesting to be absent for the purpose of donating blood; and
- (c) the employee provides to the Company evidence of attendance at a recognised place for the purpose of donating blood, and the duration of such attendance.

38.3. Maximum of four absences

This clause 38 only entitles an employee a maximum of four separate absences for the purposes of donating blood each calendar year.

39. First aid attendants & Evacuation Wardens

- (a) The Company shall appoint first-aid attendants and evacuation wardens in accordance with the relevant State Act or Regulation or Code of Practice.
- (b) A person appointed pursuant to clause 39 (a) shall be paid an allowance of \$15.34 per week to perform first aid duties to a minimum of the equivalent of level two of the St. John Ambulance Certificate.
- (c) An employee requested by the Company to obtain First-Aid Attendant qualifications shall, on attaining such qualification, be reimbursed by the Company for the cost of approved books/manuals and other out-of-pocket expenses associated with completing the necessary training to achieve such qualification.
- (d) A person appointed as an evacuation warden will be paid an allowance of \$15.34 per week to perform evacuation warden duties.
- (e) Where an employee is both an appointed first aid attendant and an evacuation warden, the allowance in clause 39 (b) and (d) will be replaced with an allowance of \$20.68 per week to perform first aid attendant and evacuation warden duties.
- (f) The allowances referred to in this clause 39 shall be increased from the first pay period on or after:
 - (1) 1 June 2009, by a further 4.5%, and
 - (2) 1 June 2010, by a further 4.5%.

40. Jury service

- (a) A weekly employee required to attend for jury service during their ordinary working hours shall be reimbursed by the Company an amount equal to the difference between:
 - (1) the amount paid in respect of their attendance for such jury service; and
 - (2) the amount of wages they would have received in respect of the ordinary time they would have worked had they not been on jury service.
- (b) An employee shall notify the Company as soon as possible of the date upon which they are required to attend for jury service.
- (c) The employee shall give the Company proof of their attendance, the duration of such attendance, and the amount received in respect of such jury service.

41. Notice board

The company shall supply and erect a notice board in a suitable prominent location (for example the lunch room) at the site for the purpose of posting any notice in connection with this agreement or other matters related to the employment of the employees which the union may require to have posted.

42. Trade union training leave

Elected workplace Delegates more than six months continuous service, shall be granted up to five days leave with pay each calendar year, not cumulative, to attend courses conducted or approved by the Union, which are designed to promote good industrial relations and industrial efficiency within the industry.

- (a) The application to the employer must be in writing and include the nature, content and duration of the course to be attended.
- (b) The granting of leave pursuant to this clause shall be subject to the employee or the Union giving not less than twenty-five working days notice of the intention to attend such course, or such lesser period of notice as may be agreed by the employer.
- (c) Leave of absence granted pursuant to this clause, shall count as service for all purposes of this agreement.
- (d) Each employee on leave approved in accordance with this clause, shall be paid at their ordinary weekly rate of pay.
- (e) An employee may be required to satisfy the employer of attendance at the course to qualify for payment of leave.
- (f) the granting of such leave shall be subject to the Company being able to make adequate staffing arrangements during the period of such leave. However, the Company shall not use this clause 45(b)(4) to avoid an obligation under this clause 45;
- (g) the Company shall not be liable for any additional expenses associated with an employee's attendance at a trade union course other than for the payment of ordinary time for such absence. For the purpose of this clause 45, ordinary time shall include shift allowances if appropriate;
- (h) should a rostered day off fall during an employee's attendance at a course, a day off in lieu of that day will not be granted.

43. Union delegates

The employer recognises the Union delegates who are elected by the employees as the on-site representatives of the Union.

43.1. Induction of New Employees

Union Delegates will be given adequate time off without loss of pay to meet with new employees for the purposes of introducing and explaining this Agreement and union

matters. Except where otherwise agreed, this will occur at the induction of new employees.

43.2. Delegates on-site business.

Delegates will be allowed, subject to prior notification to their supervisor, reasonable time off without loss of pay to conduct legitimate on-site union business with workers.

43.3. Delegates off-site business

In addition, delegates will be allowed reasonable time off the site on Union business without loss of ordinary pay by prior agreement with the employer. This agreement will not unreasonably withheld.

44. Union officials

In order to facilitate the operation of this agreement and/or to ensure its observance, an authorised Union representative is entitled to enter the company premises and to interview any employee, but not so as to interfere with the employer's business. Such interviews would normally take place in the lunch room during meal breaks.

45. Time book or other record

The employer is required to keep time and wages records showing the name of each employee, the hours worked each day, and the wages overtime and allowances (if any) paid each week. These records are to be made available for inspection by an authorised representative of the Union.

46. Copy of agreement

Each employee shall upon request be supplied with a copy of this Agreement.

47. Income protection insurance

Where the Company offers income protection to employees not covered by this Agreement, the Company agrees that it will extend such income protection to employees covered by this Agreement.

48. Signatories

FOR THE EMPLOYER – FONTERRA AUSTRALIA PTY LTD: AND FONTERRA BRANDS (AUSTRALIA) PTY LTD:

Name in full (printed): NICOLE MACDONALD

Signature: *N Macdonald* Date: 13.6.08

Authority to sign: Workplace Relations Manager

Employer Address: 327 Ferntree Gully Rd
Mt. Waverley VIC 3149

Witnessed By:

Name in full (printed): Paula Douglas

Signature: *Paula Douglas*

Witness Address: 552 Victoria St.
North Melbourne

FOR THE EMPLOYER – AUSTRALIAN DAIRY BLENDS PTY LTD:

Name in full (printed): Geoffrey John Bond

Signature: *G Bond* Date: 12 JUNE '08

Authority to sign: GENERAL MANAGER

Employer Address: 100 BRIDGE ROAD
KEYBOROUGH, VICTORIA 3173

Witnessed By:

Name in full (printed): NICOLE MACDONALD

Signature: *N Macdonald*

Witness Address: 327 Ferntree Gully Rd,
Mt. Waverley VIC 3149

FOR THE UNION – NATIONAL UNION OF WORKERS (NUW):

Name in full: ANTONY THOW

Position: BRANCH SECRETARY

Signature: *Antony Thow* Date: 13/6/2008

Witnessed By:

Name in full (printed) ADAM PORTELLI

Signature: *Adam Portelli*

Witness Address: 552 VICTORIA STREET,

NORTH MELBOURNE

APPENDIX A: FONTERRA VALUES & PRINCIPLES



Annexure 1 - Rosters

Day Work: Monday - Friday

Week	Mon	Tues	Wed	Thur	Fri	Hrs	Hrs Paid
						Worked	
1	8	8	8	8	8	40	40
2	8	8	8	8	8	40	40
3	8	8	8	8	8	40	40
4	8	8	8	8	RDO*	32	40

* RDO is to be taken in accordance with clause 15.3

Shift Work: 4 Week Cycle (7 Days On/2 Days Off)

Week	Mon	Tues	Wed	Thur	Fri ??	Sat ??	Sun	Hrs	Hrs Paid
							Worked		
1	*8	8	8	8	8	8	48	67	
2	8			8	8	8	8	40	52
3	8	8	8			8	8	40	52
4	8	8	8	8	8			40	40

?? Saturday shift, paid at 1.5 times ordinary rate. ?? Sunday shift, paid at 2 times ordinary rate.

* Overtime shift, paid at 1.88 times ordinary rate.

Shift Work: 7 Week Cycle (6 Days On/2 Days Off)

Week	Mon	Tues	Wed	Thur	Fri	Sat??	Sun??	Hrs	Hrs Paid
							Worked		
1	OFF	OFF	8	8	8	8	8	40	52
2	8	OFF	OFF	8	8	8	8	40	52
3	8	8	OFF	OFF	8	8	8	40	52
4	8	8	8	OFF	OFF	8	8	40	52
5	8	8	8	8	OFF	OFF	8	40	48
6	8	8	8	8	8	OFF	OFF	40	40
7	OFF	8	8	8	8	8	OFF	40	44

?? Saturday shift, paid at 1.5 times ordinary rate. ?? Sunday shift, paid at 2 times ordinary rate.

Shift Work: 8 Week Cycle (6 Days On/2 Days Off)

Week	Mon	Tues	Wed	Thur	Fri	Sat??	Sun??	Hrs Worked	Hrs Paid
1	8	8	8	8	8			40	40
2	*8	8	8	8	8	8	48		59
3		*8	8	8	8	8	8	48	67
4			8	8	8	8	8	40	52
5	8			8	8	8	8	40	52
6	8	8			8	8	8	40	52
7	8	8	8			8	8	40	52
8	8	8	8			8	40	48	

?? Saturday shift, paid at 1.5 times ordinary rate. ?? Sunday shift, paid at 2 times ordinary rate.

* Overtime shift, paid at 1.88 times ordinary rate.

Shift Work: 9 Week Cycle (6 Days On/3 Days Off), no crib allowance

Week	Mon	Tues	Wed	Thur	Fri	Sat	Sun	Hrs Worked
1	8.5	8.5	8.5	8.5	8.5	8.5		51
2			8.5	8.5	8.5	8.5	8.5	42.5
3	8.5				8.5	8.5	8.5	34
4	8.5	8.5	8.5				8.5	34
5	8.5	8.5	8.5	8.5	8.5			42.5
6		8.5	8.5	8.5	8.5	8.5	8.5	51
7				8.5	8.5	8.5	8.5	34
8	8.5	8.5				8.5	8.5	34
9	8.5	8.5	8.5	8.5				34
			Total					357
			Average per week					39.67

Shift Work: 9 Week Cycle (6 Days On/3 Days Off), with crib allowance

Week	Mon	Tues	Wed	Thur	Fri	Sat	Sun	Hrs Worked
1	9	9	9	9	9	9		54
2			9	9	9	9	9	45
3	9				9	9	9	36
4	9	9	9				9	36
5	9	9	9	9	9			45
6		9	9	9	9	9	9	54
7				9	9	9	9	36
8	9	9				9	9	36
9	9	9	9	9				36
			Total Average per week					378
								42

12 Hour Shift Work (with crib allowance)

Week	Mon	Tues	Wed	Thur	Fri	Sat	Sun	Hrs Worked
1	12	12	12	12				48
2		12	12	12	12			48
3			12	12	12	12		48
4				12	12	12	12	48
5					12	12	12	36
6	12					12	12	36
7	12	12					12	36
8	12	12	12					36
			Total Average per week					336
								42

Annexure 2 – 12 Hour Shift Agreement

1 - APPLICATION

This Annexure shall apply to each of the sites in 2.1(a) and (b) of this Agreement with the exception of the Darnum whose 12 hr conditions are contained within Schedule 1 of the Agreement. This annexure shall apply as at 1 June 2004 where twelve hour shifts operate (as defined) or where twelve hour shift operations are commenced subsequent to the 1 June 2004.

2 – DEFINITIONS

For the purposes of this Annexure “twelve hour shifts” means any shift of twelve hours duration worked on a continuous basis by rosters of employees over a seven day period

3 – CONDITIONS OF ENGAGEMENT TWELVE HOUR SHIFTS

3.1 Preamble

3.1.1 This Annexure establishes the minimum conditions of engagement for employees on twelve hour seven day shifts.

3.1.2 In respect of sites considering the introduction of twelve hour shifts, their introduction is subject to endorsement by a minimum of 75 per cent of the employees concerned. Employees unable to work twelve hour shifts shall, wherever possible, be offered alternative suitable employment.

3.2 General Conditions: Seven Day Cycle

3.2.1 Employees shall work a twelve hour shift system over an eight week cycle consisting of a total of 336 hours (28 shifts).

3.2.2 A shift allowance shall apply on Monday to Friday shifts:

		From First Full Pay Period On/After 1 June 2008	From First Full Pay Period On/After 1 June 2009	From First Full Pay Period On/After 1 June 2010
	Current	4.50%	4.50%	4.50%
(Per Shift)	\$11.66	\$12.19	\$12.74	\$13.31

These shift allowances will form part of the all other allowance as per Table A of this agreement.

3.2.3 Penalty rates of time and half shall be paid for Rostered Saturday shifts and double time for Sunday shifts. Shifts shall be determined by their commencement time. These shift penalties will form part of the all other allowance as per Table A of this agreement.

3.2.4 Public holidays shall be paid at double time and half for time worked, and twelve hours at the annual wage rate as prescribed in Table A of this agreement, if the employee is not required to attend when rostered on, on a public holiday.

3.2.5 Employees will be entitled to 7.6 hours pay, at the annual wage rate as prescribed in Table A of this agreement, when a public holiday is observed and the employee is rostered off.

3.2.6 Personal leave shall be as if on roster: i.e.: each personal leave day will attract 12 hours at the annual wage rate as prescribed in Table A of this agreement.

Personal leave entitlements shall be 76 hours per year

3.2.7 Overtime on rostered days off shall be paid at the rate double time, and in the case of a Sunday at double time and half.

3.2.8 All employees shall be entitled to at least 60 minutes of paid meal/rest breaks when engaged on day shifts at times to be mutually agreed at each site.

The Company may stagger breaks to meet operational requirements. An employee required to remain at their workstation during a break shall attract a 'no crib' allowance of time and a half. The no-crib payment shall form part of the all other allowance in Table A of this agreement

Absenteeism shall be covered by employees not rostered by mutual consent provided that a relieving employee has had at least a ten-hour rest period between shifts.

3.2.9 Annual leave will be 190 hours per year. Annual leave shall be taken as per projected roster and paid at the annual wage rate as prescribed in Table A of this agreement.

3.2.10 Except in exceptional circumstances, overtime should not be worked preceding or after a twelve hour shift. Where overtime is worked it shall be for a maximum of two hours and shall be at the rate of double time. Provided that overtime worked on a Sunday and/or Public Holiday shall be paid at the rate of double time and half.

Employees required to work overtime shall receive a meal allowance as prescribed in the Agreement.

3.2.11 In the event of other authorised leave (eg: compassionate leave) the employee shall be paid 12 hours at the annual wage rate as prescribed in Table A of this agreement.

3.2.12 The provisions of clause 18 of the Agreement– Relievers of Shift Workers – shall apply to the operation of twelve-hour shifts.

3.2.13 It is jointly acknowledged that the 12hr shift system will reflect both the needs of the business and recognise the requirements of employees to have regular rostered hours. 12-hour shift rosters will only be changed by agreement between the company, union, the delegates and employees. Agreement from any of the aforementioned will not be unreasonably withheld.

Rates of pay shall be based on the following assumptions:

Level	Base rate for 38-hour week (Current Rate)	From First Full Pay Period On/After 1 June 2008	From First Full Pay Period On/After 1 June 2009	From First Full Pay Period On/After 1 June 2010
		4.50%	4.50%	4.50%
Level 1 (a)	\$676.23	\$706.66	\$738.46	\$771.69
Level 1 (b)	\$693.49	\$724.70	\$757.31	\$791.39
Level 2	\$710.92	\$742.91	\$776.34	\$811.28
Level 3	\$757.65	\$791.74	\$827.37	\$864.60
Level 4(a)	\$800.43	\$836.45	\$874.09	\$913.42
Level 4(b)	\$832.27	\$869.72	\$908.86	\$949.76
Team Leader	\$906.00	\$946.77	\$989.37	\$1,033.90

Shift Allowance on all hours' shifts except Saturday, Sunday or public holidays.

Crib payment at 1.5 times the ordinary rate.

Rostered overtime above 38hrs will be paid @ 1.5 times the ordinary rate for the first two-hour and 2.0 times the ordinary rate thereafter.

Saturday Loading

All rostered ordinary hours at 1.5

Sunday Loading

All rostered ordinary hours at 2.0

Table A – 7 day 12 hour day/night rotating 42 hour roster.

	HOURS
Total hours	2184 (182 shifts)
Other/all Allowance	(52 weeks)
Stored Days Off 47 weeks	2hrs per week
Leave	190 (5 weeks)

42 hourly rate of pay:

Hourly Rate (based on 42 hr/week)	From First Full Pay Period on/After 1 June 2008	From First Full Pay Period on/After 1 June 2009	From First Full Pay Period on/After 1 June 2010
Level	4.50%	4.50%	4.50%
Level 1a	\$25.30	\$26.44	\$27.63
Level 1b	\$25.93	\$27.09	\$28.31
Level 2	\$26.56	\$27.76	\$29.00
Level 3	\$28.26	\$29.53	\$30.86
Level 4a	\$29.81	\$31.15	\$32.56
Level 4b	\$30.97	\$32.36	\$33.82
Team Leader	\$33.65	\$35.16	\$36.75

Weekly 42 hourly rate of pay:

Weekly Rate	From First Full Pay Period on/After 1 June 2008	From First Full Pay Period on/After 1 June 2009	From First Full Pay Period on/After 1 June 2010
Level	4.50%	4.50%	4.50%
Level 1a	\$1,062.57	\$1,110.39	\$1,160.35
Level 1b	\$1,088.92	\$1,137.92	\$1,189.12
Level 2	\$1,115.51	\$1,165.72	\$1,218.17
Level 3	\$1,186.83	\$1,240.24	\$1,296.05
Level 4a	\$1,252.13	\$1,308.48	\$1,367.36
Level 4b	\$1,300.72	\$1,359.26	\$1,420.42
Team Leader	\$1,413.26	\$1,476.86	\$1,543.31

Annual rate based on 42 hourly rate of pay:

Annual Rate	From First Full Pay Period on/After 1 June 2008	From First Full Pay Period on/After 1 June 2009	From First Full Pay Period on/After 1 June 2010
Level	4.50%	4.50%	4.50%
Level 1a	\$55,253.67	\$57,740.27	\$60,338.15
Level 1b	\$56,623.76	\$59,172.02	\$61,834.33
Level 2	\$58,006.76	\$60,617.25	\$63,344.60
Level 3	\$61,715.27	\$64,492.65	\$67,394.39
Level 4a	\$65,110.88	\$68,041.05	\$71,102.47
Level 4b	\$67,637.65	\$70,681.53	\$73,861.77
Team Leader	\$73,489.39	\$76,796.60	\$80,252.02

NOTE Employees will receive 42 hours paid at the annual hourly rate each week regardless of leave/sick leave/STO etc. All work done outside rostered hours including excess overtime/public holidays etc will be paid in the proceeding pay period via a 'pay by exception' system.

In the event that there is agreed 12 hour shift roster that requires an employee to:

1. During a period of engagement or shift, to work on night shift, or
2. To remain on night shift for a period longer than 4 consecutive weeks, or
3. To work on a night shift which does not rotate or alternate with a day shift as to give the employee at least half their working hours on day shift in any cycle.

Such employee shall during the period of such roster be paid a shift allowance of:

	Current	From First Full Pay Period on/After 1 June 2008	From First Full Pay Period on/After 1 June 2009	From First Full Pay Period on/After 1 June 2010
		4.50%	4.50%	4.50%
(Per shift)	\$13.67	\$14.29	\$14.93	\$15.60

in substitution for the shift allowance prescribed in clause 8.3.2 of this agreement.

Annexure 3 - 12 hour shift Agreement – Cororooke

1 Application

- 1.1 This Agreement applies at the Cororooke plant
- 1.2 This Agreement applies to employees engaged on 12 hour shifts to work on a 24/7 basis.
- 1.3 This Agreement reflects the current calculations used to determine wage and loading entitlements.

2 Hours Worked

In the table following, half of the shifts outlined will be 6am to 6pm (day) and half 6pm to 6am (night). Each work group will determine whether this is worked in alternating blocks of 4 or each block contains 2 day and 2 night shifts.

Hours Worked								Hrs Worked
	Mon	Tue	Wed	Thu	Fri	Sat	Sun	
Week 1	√	√	√	√	x	x	x	48
Week 2	x	√	√	√	√	x	x	48
Week 3	x	x	√	√	√	√	x	48
Week 4	x	x	X	√	√	√	√	48
Week 5	x	x	X	x	√	√	√	36
Week 6	√	x	X	x	x	√	√	36
Week 7	√	√	X	x	x	x	√	36
Week 8	√	√	√	x	x	x	x	36
								Total 336

3 Hours Paid

- 3.1 A shift allowance will apply to shifts worked on Monday to Friday. The shift allowance will be from:

		From First Full Pay Period On/After 1 June 2008	From First Full Pay Period On/After 1 June 2009	From First Full Pay Period On/After 1 June 2010
	Current	4.50%	4.50%	4.50%
(Per Shift)	\$11.66	\$12.19	\$12.74	\$13.31

3.2 Shifts worked on Saturday or Sunday do not attract a shift allowance but for ordinary hours the following rates apply:

3.3

3.3.1 Saturday – time and a half

3.3.2 Sunday – double time

4 Personal Leave:

Eligible personal leave will be paid as per clause 27 of the Agreement 2008.

5. Annual Leave will be paid as per clause 26 of the Agreement 2008.

6. Public holidays shall be paid at double time and half for time worked, and twelve hours at the wage rate as prescribed in clause 11 of the Agreement, if the employee is not required to attend when rostered on, on a public holiday.

Employees will be entitled to 7.6 hours pay, at the wage rate as prescribed in clause 11 of the Agreement, when a public holiday is observed and the employee is rostered off.

7. It is jointly acknowledged that the 12 hour shift system will reflect both the needs of the business and recognise the requirements of employees to have regular rostered hours. 12-hour shift rosters will only be changed after consultation between the company, union, the delegates and employees.

SCHEDULE 1 - DARNUM PARK

1 Definitions

For the purposes of this Schedule 1, "ordinary pay" in relation to an employee means the employee's salary, calculated with reference to the employee's normal monthly period shown in the "Monthly payment" row of the table in clause 7.3 or 7.4 of this Schedule 1, as appropriate.

2 People values

2.1 Values

The site will need involvement and commitment from the employees which will generate new values, inclusive of:

- (a) adoption of new technology platform with a practical knowledge of computer skills;
- (b) ability to work in a team environment;
- (c) application of total flexibility across the site subject to training/experience through rotation; and
- (d) total focus on outcomes of the process which will encompass KPIs by which processes will be measured.

2.2 Characteristics

The approach under clause 2.1 of Schedule 1 makes it paramount that only characteristics that meet a Productive Work Culture are moulded into the workplace. These characteristics will have:

- (a) thin management structure and open management style;
- (b) jobs that have a strong level of participation and reward recognition for new responsibilities;
- (c) a strong sense of partnership within the work teams across the site, and with outside suppliers and customers;
- (d) a focus upon the customer consciousness; and
- (e) jobs viewed as responsibilities for outcomes not just activities.

2.3 Commitment

All employees are to be personally committed to continuous improvement by encapsulating:

- (a) quality which recognises customer perception;
- (b) continuous improvement of systems;
- (c) suppliers and contractors to be treated as partners;
- (d) the use of statistical methods to understand and reduce variation; and

- (e) the integration of continuous improvement in the operation cycle.

3 Cultural values

The construction of the Darnum Park facility enables Fonterra and its employees to capitalise on the opportunity to establish, from the beginning, the values which will ensure the success of the site. Consideration of the demands of manufacturing primary produce into the future has brought the realisation that many factors must be enveloped into the Darnum Park culture. In no particular order of importance, they are as follows.

3.1 Empowered teamwork

For Darnum Park, this value will be reflected in a range of ways, including the arrangement of offices into an open plan, and removing the barriers to communication. The opinions of employees at all levels will be sought and valued. Asking for assistance and responding to those needs will be the accepted practice at this site, fostering a willingness to learn and creating cross functional teams. Empowering teams necessarily means the appropriate devolution of responsibility, decision making and initiative.

3.2 Customer focus

Success into the future will be measured by our ability to meet and exceed the needs of the Company's customers. In an increasingly competitive environment, the supplier who can engender close relationships with customers, establish and understand their requirements and respond quickly, will gain a competitive edge.

3.3 Sense of urgency

The high volume, fast paced environment at Darnum Park will not be sustained by complacency in any form. Standards of performance will only be achieved by a team effort, with adequate resources and careful planning. This level of commitment will be essential to ensure smooth operations with minimum disruption to manufacturing due to down time, out of specification product or plant changeovers.

3.4 Productivity

- (a) At Darnum Park, productivity will go beyond current devices for measuring input and output, and become part of an integral system of manufacturing where key performance indicators will reflect the efficiency of every aspect of the process in a timely and accurate manner, allowing for adjustments to be made quickly. Productivity at this site is about maintaining high standards, by collecting data, and acting upon it, reducing waste and out of specification product in an atmosphere of purposeful activity.
- (b) Productivity is a value already in existence within the Company, which is premised on the philosophy that incremental improvement is not only possible but essential in a dynamic manufacturing environment. Using the tools of V.A..M. and the measuring devices of the KPIs, employees at all levels become involved in identifying areas for potential improvement, devising ideas for change and implementing action plans.

3.5 Occupational health & safety

It is fundamental to manufacturing in a world class plant that employees should work in an environment which is safe. Employees should be involved in ensuring that the systems of work, the equipment used, the tasks to be performed, the level of training and skills of each employee are such that the risk of injury is minimised to the best safety standard achievable.

3.6 General

- (a) The Darnum Park manufacturing team will need to recognise that adopting a culture of values encompassing the elements described in this clause 3 of Schedule 1 is the key to sustainable success in the long term.
- (b) The methods of constant improvement must build on the partnership values of mutual aid and respect, open two way communication, shared success and innovative problem solving which will lead to competitive excellence. Hand in hand with this, is an understanding of each employee's desire to achieve individual goals.
- (c) The Company seeks to recruit and retain individuals who possess the competence and motivation necessary to excel in an environment of high achievement.
- (d) The priority will be to select the best person for the position in the Company, and investing in that person's potential through training and job enrichment, which will lead to heightened personal commitment and due regard for enhancing quality of life.

4 Partnership

4.1 The Company's objective in moving from a traditional model will equally require the Union to become a strategic partner in the new culture of the site by endorsing a philosophy that enables the coverage of one union with an emphasis on:

- (a) open sharing of business information and involvement;
- (b) total flexibility of employees throughout all operations of the site, through on-going training and formalised job rotation;
- (c) new concepts of job design, work allocation and supervision, hours of work, payment structures etc which will benefit both Fonterra and the employees;
- (d) a collective process of negotiating pay and conditions of employment for employees by the Union;
- (e) achieving maximum benefit from Continuous Improvement, where employees work in teams and are involved in the contribution of ideas for change and implementation thereof,
- (f) providing conducive environment for employees with Occupational Health and Safety best practice standards;
- (g) means to facilitate the training of employees for the maintenance and development of work related skills and experience; and
- (h) a remuneration system that is representative of task outcome.

4.2 Exceptions

The one union concept is extended to all manufacturing processes. The only exceptions are the Unit Manager, members of the management team and key administration positions.

4.3 Company's commitment

The Company is committed to:

- (a) providing an environment that is conducive to Occupational Health and Safety best practice standards;
- (b) selecting and retaining top performers;
- (c) promoting employee development that is job related to help ensure future success;
- (d) a remuneration system that is representative of task outcome; and
- (e) remaining globally competitive.

4.4 Team members' commitment

Team Members are committed to:

- (a) focusing on the principles adopted at Darnum. Park;
- (b) being prepared to be innovative;
- (c) applying skills and experiences required to complete and/or meet demands of the job/department; and
- (d) participating in team activities to achieve outcomes that achieve global competitiveness.

4.5 Union's commitment

The Union is committed to:

- (a) providing support to its members and co-operating with the Company to achieve objectives; and
- (b) participating in forums that are supportive of the Darnum Park facility and global competitiveness.

5. Production structure

- (a) Process controllers will have a single rate of pay as set out in clause 9 of Schedule 1.
- (b) The process controllers will report to the designated Manager.

6. Commitment

The parties to this Agreement are committed to improved effective consultation in the workplace and recognise this can only be achieved by:

- (a) information sharing;
- (b) facilities and training for all staff; and
- (c) commitment from all parties to this Agreement.

6.1 Implementation

The development of effective participative/consultative practices is important in the process of agreement restructuring and can lead to advantages for both Fonterra and employees. It is therefore agreed that the following participative/consultative mechanisms at the enterprise level

be implemented.

- (a) Consultative mechanisms/practices shall be implemented within Darnum Park where agreement exists between the Company and the employees.
- (b) The form, structure and method of implementing consultative mechanisms/practices shall be determined at the site level by agreement between Fonterra and the employees at the site.
- (c) Where consultative mechanisms/practices are in place, the parties may, by agreement, vary the application of the provisions of this Agreement, subject to no reduction of any entitlement.
- (d) Agreements reached on the application of more flexible designated agreement provisions shall be conveyed to employees affected by the proposal for genuine approval in a manner agreed upon and documented accordingly.
- (e) Where appropriate, the Union reserves the right to advise employees on agreement issues under discussion.
- (f) In circumstances where agreement cannot be reached, parties may exercise their rights pursuant to clause 9 of this Agreement.
- (g) The consultative process is a participative mechanism for the recommendation or submissions of new ways of conducting the work or improving any matter at hand but does not include capital, major equipment investment decisions, or matters which cover Supply Chain decisions such as Production Schedules and the requirement to meet the agreed quality parameters set by either or both internal and external customers.

7. Employment

7.1 Readiness to work

In order to be entitled to payment under this Agreement, employees must be ready, willing and available for work at the time and during the hours for which they are rostered.

7.2 Deduction

Despite anything else contained in this Agreement, Fonterra shall have the right to deduct payment for any day any employee cannot be usefully employed because of:

- (a) any strike or other form of industrial action;
- (b) through any breakdown in machinery; or
- (c) any stoppage of work by any cause for which the Company cannot be held responsible.

7.3 Flexibility

Employees are to perform a wider range of duties, including work which is incidental or peripheral to their main tasks or functions.

7.4 Training

Employees are to undertake "on the job" and/or "off the job" training to obtain the skills for the

range of duties required to be performed, and for achieving the level of competence necessary to perform the tasks, as well as meet any technological improvements that may be introduced.

7.5 Probationary period

- (a) Each employee shall be employed on a three month probationary period during which period employment can be terminated at one week's notice (unless circumstances justify summary dismissal).
- (b) On successful completion of the probationary period, employment shall be by the month.

7.6 Performance review

- (a) Each employee will have their performance reviewed at least annually with the respective Manager. The performance review will cover:
 - (1) performance for the standard requirement of skills and competencies of the position, and achieving the schedule of targets, e.g. KPI, customer specifications, maintenance, and quality;
 - (2) any agreed objectives/targets/improvements that were mutually agreed to; and
 - (3) training requirements for maintaining or enhancing skills/competence level and/or career readiness.
- (b) The review is to be conducted for the purpose of evaluating performance, and to facilitate the development of the employee.
- (c) Performance review is not related with the salary structure.
- (d) Performance review will be concluded by no later than 31 August in each year.

8. Hours of work

- (a) The seasonality of milk intake, combined with the production schedule requirements, necessitate hours of production and maintenance that optimise the achievement of determined productivity levels. Accordingly, the hours of work shall be arranged in a flexible manner to provide cover for processing and/or manufacturing on seven days of the week, twenty-four hours a day. This is arranged around twelve hour shifts with an average of 42 hours of time worked over a nominated cycle of weeks. This will provide rotating shifts, and efficient and cost effective coverage of shifts, as well as recognise leisure time for employees.
- (b) The roster shall be determined by the respective Manager in consultation with the employees.
- (c) Where production variations require a new roster in order to minimise wastage and inefficient employee coverage of the site, the respective Manager, in consultation with the employees affected, may put a new roster in place, or amend the existing roster. However, it is the intention of the parties that except in emergency or exceptional situations, as much notice as possible shall be provided to employees where there is a change in the roster.

9. Salary - process controllers

In order to achieve a stable income for the continuous work coverage provided by employees, a process controller's remuneration will be based on an annual salary which will cover the site requirements less a period of annual leave.

9.1 Salary structure

(a) Training salary The calculation of the training salary is based on:

- (1) the 12 hour continuous shift roster contemplated in clause 8(a) of Schedule 1;
- (2) a 4 week cycle; and
- (3) the following pay structure principles:
 - (A) a base rate;
 - (B) a continuous 12 hour shift premium (including shift allowance/leave loading, weekend penalties, and overtime for excess hours due to 12 hour shifts);
 - (C) public holidays (average payment for working on public holidays and provision for public holidays falling on days off);
 - (D) first aid allowance; and
 - (E) flexibility (including overtime and meal allowance).

(b) Post-training salary

The calculation of the post-training salary is based on the criteria described in clause 9.1 (a) of Schedule 1, and an overtime amount being equal to 96 hours plus 4 meal allowances (assessed as the time required to cover absences, which on current absenteeism trends, is 2.5% of production time. 2.5% of annual production time (1824 hours) is approximately 48 hours).

9.2 Training

(a) The training salary in clause 7.3 of Schedule 1 will apply to all new employees being trained.

(b) The Company shall make every effort to provide trainees with the appropriate assessment within six months of commencing employment.

9.3 Training-salary

All new employees who are being trained are entitled to:

	Current	From First Full Pay Period On/After 1 June 2008	From First Full Pay Period On/After 1 June 2009	From First Full Pay Period On/After 1 June 2010
		4.50%	4.50%	4.50%
Base rate (weekly)	\$825.67	\$862.83	\$901.65	\$942.23
Base rate (annual)	\$42,934.84	\$44,866.91	\$46,885.92	\$48,995.78
Continuous shift premium (weekly)	\$428.17	\$447.44	\$467.57	\$488.61
Continuous shift premium (annual)	\$22,262.55	\$23,266.76	\$24,313.76	\$25,407.88
Public holidays	\$2,868.12	\$2,997.19	\$3,132.06	\$3,273.00
First aid & Evacuation Warden	\$858.00	\$896.61	\$936.96	\$979.12
Total	\$68,923.51	\$72,027.46	\$75,268.70	\$78,655.79
Monthly payment	\$5,743.63	\$6,002.29	\$6,272.39	\$6,554.65

9.4 Post-training salary

After an employee has completed the training requirements prescribed by the Company, an employee is entitled to:

	Current	From First Full Pay Period On/After 1 June 2008	From First Full Pay Period On/After 1 June 2009	From First Full Pay Period On/After 1 June 2010
		4.50%	4.50%	4.50%
Base rate (weekly)	\$912.90	\$953.98	\$996.91	\$1,041.77
Base rate (annual)	\$47,470.90	\$49,606.99	\$51,839.30	\$54,172.07
Continuous shift premium (weekly)	\$473.04	\$494.33	\$516.57	\$539.82
Continuous shift premium (annual)	\$24,598.29	\$25,704.99	\$26,861.72	\$28,070.50
Public holidays	\$3,150.35	\$3,292.12	\$3,440.26	\$3,595.07
First aid & Evacuation Warden	\$858.00	\$896.61	\$936.96	\$979.12
Flexibility (meal)	\$39.74	\$41.53	\$43.40	\$45.35
Flexibility (overtime)	\$2,306.28	\$2,410.06	\$2,518.52	\$2,631.85

Total	\$78,423.56	\$81,952.30	\$85,640.15	\$89,493.96
Monthly Payment	\$6,535.30	\$6,829.36	\$7,136.68	\$7,457.83

9.5 Clothing

Fonterra will supply and launder the appropriate clothing for the working environment that the employee is engaged for, having regard to good manufacturing practices, hygiene and quality standards specified by Fonterra, and required by legislative provisions.

9.6 Meal and rest breaks

- (a) Employees shall be granted:
 - (1) a minimum of twenty minutes for a paid meal break during the course of each shift; and
 - (2) a minimum of two paid rest periods of ten minutes each.
- (b) As the manufacturing process at Darnum Park is such that it may not be reasonably interrupted, meal breaks and rest breaks are to be taken at the work station, where practicable and subject to the quality and hygiene standards set out by Fonterra's policy.
- (c) Meal and rest periods are to be taken at times agreed between Fonterra and the employee.

9.7 Minimum period

Where an employee is called to attend work, a minimum period of 4 hours shall be provided.

9.8 Additional time

- (a) It is not the intention of the parties that an employee be required to work more than an additional 48 hours over and above the normal roster in any 12 months.
- (b) A Unit Manager must be advised when additional time is worked in order to ensure that accurate records are maintained.
- (c) Where additional time is worked, it is the preference of the parties that such time be taken, at a mutually convenient time, as time off at the rate of time and a half and double time, as appropriate.
- (d) Where a process controller has exceeded the flexibility component of the pay structure due to operational requirements, and it is agreed by the Company and the employee that the time cannot be taken as time off, such additional period(s) will be remunerated at the rate of 1.5 times for the first two hours worked, and double time thereafter, calculated at the base rate of the pay structure.
- (e) For the purposes of calculating additional time, each day or shift shall stand alone.

9.9 Discussions on additional time

The Company supports the continuation of discussions between local management, the Union and the relevant delegate in relation to additional time at the Darnum Park site. If a resolution to these discussions is not reached, additional discussions involving the Company and the Union will be convened.

10. Payment of salary

10.1 Monthly

Salary shall be paid monthly, and in the time of the Company.

10.2 Statement

On or before pay day, each employee shall be supplied with a statement in writing, showing or from which may be calculated, the amount of ordinary pay and the amount of deductions for any purposes in respect of the amount paid.

10.3 EFT

(a) All employees will be paid by Electronic Fund Transfer into a nominated bank account by the 15th of each calendar month, which will be payment for ordinary pay for the respective month.

(b) Salary will be paid half month in advance and half month in arrears.

10.4 Alternative pay day

The payment of salaries may be moved to the next nearest working day where the 15th day of the month falls on a public holiday or Saturday/Sunday.

11. Termination of employment

11.1 Period of notice

In order to terminate the employment of an employee, the Company shall give to the employee the following notice:

Period of Continuous Service	Period of Notice
Less than 3 months	1 week
More than 3 months	1 month

11.2 Payment in lieu

Payment in lieu of the notice prescribed in clause 9.1 of Schedule 1 shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

11.3 Calculation of payment in lieu

In calculating any payment in lieu of notice, the relevant salary rate set out in clause 9 of Schedule 1 is to be used in respect of the working time they would have worked during the period of notice had their employment not been terminated.

11.4 Continuity of service

For the purpose of this clause 9 of Schedule 1, continuity of service shall be calculated in the manner prescribed by clause 6 of this Agreement.

11.5 Notice of termination by employee

The notice of termination required to be given by an employee shall be the same as that required of the Company.

11.6 Deduction of salary for failure to give notice

Subject to legislation, if an employee fails to give notice, the Company shall have the right to withhold an amount equal to the relevant total salary rate in clause 7 of Schedule 1 for the period of notice.

11.7 Time off work during the notice period

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

11.8 Statement of employment

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

11.9 Payment of salary upon termination

Upon termination of employment, salary due to an employee shall be paid to them on the day of termination, or shall be forwarded to them by registered post the following day.

12. Annual leave

12.1 Entitlement

Employees who work on a 12 hour, 7 day continuous shift shall, at the end of each year of employment (being the anniversary of commencement date), become entitled to a period of a maximum of 190 hours paid annual leave based on the relevant total salary rate in clause 7 of Schedule 1.

12.2 Engagement for less than one year

Where an employee has been engaged for part of a year, the calculation for the entitlement of annual leave will be a proportionate amount based on 9.615% of the number of weeks engaged on continuous shift work.

12.3 Taking of leave

Annual leave shall be given and taken:

- (a) in one continuous period; or
- (b) by agreement, between the Company and the employee concerned, in any number of separate periods as may be agreed.

12.4 Taking leave in advance

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

12.5 When leave is to be taken

Where practical, annual leave shall be given by the Company, and shall be taken by the employee, before the expiration of a period of six months after the date upon which the right to such leave accrues.

12.6 Payment in lieu

Except as provided in clauses 10.11, 10.12 and 10.13 of Schedule 1, payment shall not be made by the Company to an employee in lieu of any annual leave or part thereof to which the

employee is entitled under this Agreement, nor shall any such payment be accepted by the employee.

12.7 14 days' notice

The Company shall give each employee at least 14 days' notice, or a lesser period by agreement, of the date from which annual leave shall be taken.

12.8 Loading

There is no annual leave loading. A payment in lieu of annual- leave loading is incorporated in an employee's salary.

12.9 Public holiday

Where any public holiday, for which the employee is entitled to payment under this Agreement, occurs during any period of annual leave taken by an employee under this clause 10 of Schedule 1, there shall be added to that period of leave one day in respect of that public holiday.

12.10 Flexibility

Annual leave rosters should meet the needs of employees and the objectives of the Company to maximise all productivity and efficiency of production.

12.11 Termination - more than one year of employment

- (a) Where the employment of an employee who has become entitled to one or more periods of annual leave is terminated, the Company shall be deemed to have given all accrued but untaken leave to the employee as from the date of the termination of the employment, and shall immediately pay to the employee, in addition to all other amounts due, the employee's salary for the period of that leave.
- (b) Clause 10.11 (a) of Schedule 1 applies to and in respect of any accrued but untaken annual leave, whether or not the employee concerned continues to be entitled (apart from this clause 10.11 of Schedule 1) to take it, and so applies as if the employee's right to take it had accrued immediately before the date of the termination of the employee's employment.
- (c) Nothing in this clause 10.11 of Schedule 1 affects the obligation of the Company to give, or an employee to take, annual leave in accordance with this Agreement.

12.12 Termination - less than one year of employment

Where an employee's employment is terminated at the end of a period which is less than one year, the Company shall immediately pay to the employee, in addition to all other amounts due, an amount of one-twelfth of their annual salary for that period of employment.

12.13 Termination, and leave taken in advance

Where:

- (a) annual leave or any part thereof has been taken in advance by an employee pursuant to clause 10.4 of Schedule 1;
- (b) the employment of the employee is terminated before they completed a year of employment in respect of which such annual leave or part was taken; and
- (c) the sum paid by the Company to the employee as salary for the annual leave or part thereof taken in advance exceeds the sum which the Company is required to pay to the

employee under clause 10.11 of Schedule 1,

- (d) the Company shall not be liable to make any payment to the employee under clause 10.12 of Schedule 1, and shall be entitled to deduct the amount of such excess from any remuneration payable to the employee upon the termination of the employment.

12.14 Close down

- (a) Where the Company closes down the site, or a section or sections thereof, for the purposes of allowing annual leave to all or the majority of the employees at the site, or section or sections concerned, the Company may:
 - (1) after giving the employees concerned not less than one months' notice of its intention so to do, stand off for the duration of the close down any or all employees in the site or section or sections concerned; and
 - (2) allow those employees who have not accumulated a full entitlement to annual leave, paid leave on a proportionate basis of one-twelfth of the employee's annual salary for the period of their employment.
- (b) Where an employee is engaged after the giving of notice under clause 10.14(a) of Schedule 1, notice of intention of the Company to close down the site or a section or sections thereof is to be given on the date of the employee's engagement.

13. Family leave

13.1 Definitions

In this clause, the term "immediate family" includes:

- (a) a spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse, in relation to a person, means a person 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; and
- (b) a child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

13.2 Use of family leave

- (a) An employee with responsibilities in relation to either members of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this clause, any salary continuance entitlement for absences to provide care and support for such persons when they are ill.
- (b) The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned provided that the employee has not had four or more instances of salary continuance in any one year. In the case of multiple day instances of salary continuance the company may require the employee to produce a medical certificate or statutory declaration for every instance.
- (c) The entitlement to use salary continuance in accordance with this clause is subject to:
 - (1) the employee being responsible for the care of the person concerned; and

- (2) the person concerned being either:
 - (A) a member of the employee's immediate family; or
 - (B) a member of the employee's household.
- (d) Prior to the absence, the employee shall, wherever practicable, give the Company notice of the intention to take leave, and:
 - (1) the name of the person requiring care and their relationship to the employee;
 - (2) the reasons for taking such leave; and
 - (3) the estimated length of absence.
- (e) If it is not practicable for the employee to give prior notice of -absence, the employee shall notify the Company by telephone of such absence at the first opportunity on the day of absence.

13.3 Unpaid leave for family purpose

An employee may elect, with the consent of the Company, to take unpaid leave for the purpose of providing care to a person who is immediate family of that employee and who is ill.

13.4 Annual Leave

- (a) Notwithstanding the provision of this clause, an employee may elect, with the consent of the Company, to take annual leave not exceeding five days in any calendar year, as family leave, at a time or times agreed between them.
- (b) Access to annual leave, as prescribed in clause 11.4(a) of Schedule 1, shall be exclusive of any shutdown period provided for elsewhere under this Agreement.
- (c) An employee and the Company may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

13.5 Grievance Process

In the event of any dispute arising in connection with any part of this clause, such a dispute shall be processed in accordance with clause 9 of this Agreement.

14. Public holidays

14.1 Inclusion in salary

The salary pay structure provides for the payment of public holidays. This clause serves as a reference for the parties to determine which public holiday entitlements have been incorporated in an employee's salary.

14.2 Public holidays

Employees shall be entitled to the following public holidays, without deduction of pay:

- (a) New Year's Day;
- (b) Australia Day;
- (c) Good Friday;

- (d) Easter Saturday;
- (e) Easter Monday;
- (f) Labour Day;
- (g) Anzac Day;
- (h) Queen's Birthday;
- (i) Melbourne Cup Day;
- (j) Christmas Day; and
- (k) Boxing Day,

but if any other day be, by Act of Parliament or Proclamation, substituted for any of the above-named holidays, the day so substituted shall be deemed to be the holiday.

14.3 Substitution

- (a) By agreement between the Company and the majority of employees, at the site or section of the site, some other day may be substituted for the holidays appearing in clause 12.2 of Schedule 1.
- (b) Such agreement must not exclude individual employees from substituting holidays where the Company agrees to such arrangement.

14.4 Absence on public holiday

An employee who:

- (a) is absent from employment on the working day or part of the working day before or after a holiday without reasonable excuse or without the Company's consent; or
- (b) having been instructed to attend for duty on such holiday fails to do so without reasonable excuse,

shall not be entitled to payment for such holiday.

14.5 Christmas period

For the purpose of Schedule 1:

- (a) where Christmas Day falls on a Saturday or on a Sunday, the following Monday and Tuesday shall be observed as Christmas Day and Boxing Day respectively;
- (b) where Boxing Day falls on a Saturday, the following Monday shall be observed as Boxing Day;
- (c) where New Year's Day falls on a Saturday or on a Sunday, the following Monday shall be observed as New Year's Day; and
- (d) where Australia Day falls on a Saturday or on a Sunday, the following Monday shall be observed as Australia Day,

and the said Saturday and/or Sunday shall be deemed not to be holidays.

- (e) Where an employee works on Christmas Day (25th December), the employee is entitled to 300%. Given that public holidays are incorporated into the annual rate of pay, an employee working on Christmas Day (25th December) will receive an additional 50%

loading on the base rate of pay for hours worked. [Base rate as defined in Clause 9.2 and 9.3 of Schedule 1]

15. Salary continuance

15.1 Entitlement

Subject to clause 13.2 of Schedule 1, an employee who has been in the employment of the Company for a period of not less than 3 months shall be entitled to salary continuance for any period of absence due to personal illness or personal injury which is not work related:

- (a) not exceeding 10 days of working time in each year of employment.

15.2 Conditions

The entitlement to salary continuance under clause 13.1 of Schedule 1 is subject to the following conditions:

- (a) The employee shall inform the Company, through their Unit Manager (or in their absence, the Process Controller on duty), of their inability to attend for the rostered time, and as far as practicable, state the nature of the injury or illness and the estimated duration of absence, before the commencement of the shift in order to secure proper coverage for such absence.
- (b) Employees must be prepared to cover fellow process controllers for reasonable periods of absence, and ensure that coverage is shared by all members of the team, so that an individual is not disadvantaged.
- (c) The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned provided that the employee has not had four or more instances of salary continuance in any one year. In the case of multiple day instances of salary continuance the company may require the employee to produce a medical certificate or statutory declaration for every instance.
- (d) The qualification period of 3 months referred to in clause 13.1 of Schedule I does not apply to employees who have transferred from other Company sites, and who have more than two years continuous service with the Company.
- (e) An employee who is absent for more than a month will be assessed on their individual circumstances. Where the absence is likely to exceed three months, the circumstances will be reviewed in consultation with the employee and/or the delegate. The review will take into account any policy/insurance policy on salary continuance that may have been negotiated with the Union. Where the absence is not a personal illness or injury and is likely to exceed one month, then the circumstances will be reviewed in consultation with the employee and the delegate with the view to determine the cessation date for salary continuance.

16. First aid attendants & Evacuation Wardens

16.1 Appointment

The Company shall appoint first-aid attendants and evacuation wardens in accordance with the relevant State Act or Regulation or Code of Practice.

16.2 Reimbursement of cost

An employee, upon being requested by the Company to obtain first-aid attendant qualifications

shall, on attaining such qualification, be reimbursed by the Company for the cost of approved books/manuals and other out-of-pocket expenses associated with completing the necessary training to achieve such qualification.

16.3 Inclusion of allowance in salary

- (a) The salary pay structure provides for the payment of the first-aid and evacuation warden allowance.
- (b) The allowance of \$16.50 per week is a guide to the parties for the purpose of calculating the entitlement and payment to be incorporated in the salary.

17. Continuous improvement

Continuous improvement is complementary to the workplace consultation process and is a means of recommending better ways of conducting the work which will derive benefits for all the participants including the customers of the Company's products.

17.1 Participation

Where the Company endorses a concept of best practice for the purpose of enhancing the business efficiency and viability, the employees shall participate in such programme subject to appropriate training and preparation.

17.2 Best practice approach

The best practice approach is a continuous improvement process which covers, amongst other measures:

- (a) product quality/cost;
- (b) multi-skilling;
- (c) team building;
- (d) value added management;
- (e) variance control;
- (f) minimisation of waste;
- (g) working environments; and
- (h) providing efficient service to customers.

18. Additional labour requirements

- (a) All additional labour requirements will be sourced by the Company with the assistance of a contract labour agency, which will cover casual and seasonal demands.
- (b) All employees of any labour hire company will be engaged under the terms of this Agreement including clause 50, but not the terms of Schedule 1.

19. Union delegates

The employer recognises the Union delegates who are elected by the employees as the on-site representatives of the Union.

19.1 Induction of New Employees

Union Delegates will be given adequate paid time to meet with new employees for the purposes of introducing and explaining this Agreement and union matters. Except where otherwise agreed, this will occur at the induction of new employees.

19.2 Delegates on-site business.

Delegates will be allowed, subject to prior notification to their supervisor, reasonable paid time to conduct legitimate on-site union business with workers. Delegates shall have reasonable access to resources to perform their role, including a private meeting room, telephone and fax machine.

19.3 Delegates off-site business

In addition, delegates will be allowed reasonable time off the site on Union business without loss of ordinary pay by prior agreement with the employer. This agreement will not unreasonably withheld.

Schedule 2 - Dandenong

1 Personal leave

1.1 Calculation of entitlement for shift workers

An employee who is engaged as a shift worker will have their personal leave entitlements paid at the ordinary rate of pay including roster premium, shift allowance and overtime.

1.2 Payment upon termination

- (a) Where an employee's employment with the Company is terminated by the Company for any reason other than for conduct justifying summary dismissal, the employee shall be paid their accrued, but untaken, personal leave entitlement.
- (b) Personal leave paid in accordance with clause 1.2(a) of Schedule 2 is to be paid on the employee's ordinary rate of pay including roster premium, shift allowance and overtime.

2 Shift allowances

2.1 Afternoon shift allowance

An employee who is designated to work shifts as defined in clause 18 of this Agreement, and who works an afternoon shift will be entitled to an additional 15% on the wages the employee is entitled to receive for working that shift.

2.2 Night shift allowance

An employee who is designated to work shifts as defined in clause 18 of this Agreement, and who works a night shift will be entitled to an additional 25% on the wages the employee is entitled to receive for working that shift.

3 Selection for redundancy

3.1 Selection process

The process for identification and selection of redundant positions and candidates is as follows:

- (a) The number of redundant positions will be confirmed by the Company.
- (b) The Company will seek to obtain volunteers from the department(s) in which the reduction is to occur.
- (c) Where the number of volunteers under clause 4.1 (b) of Schedule 2 is less than the number of redundant positions, the Company will seek to obtain volunteers from all departments on the site.
- (d) Where the number of volunteers under clause 4.1 (b) of Schedule 2 is more than the number of redundant positions, the Company will offer redundancy according to length of service. Employees with the longest service will be offered redundancies first.
- (e) If the total number of volunteers under clauses 4.1(b) and 4.1(c) of Schedule 2 are less than the number of redundant positions, the Company will select employees for redundancy on a "last on, first off" basis.

- (f) The redundancy process will be undertaken in conjunction with consideration for the skills required by the on-going business.
- (g) It is a condition of acceptance by volunteers that, unless the Company in its sole discretion informs the employee otherwise in writing, each volunteer agrees to remain in the employment of the Company for a period of up to 6 months after the date on which their application is accepted, in order to train other employees in the skills used by the employee in their position.