



## DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**SPC Ardmona Operations Limited**  
(AG2012/13139)

### **SPC ARDMONA OPERATIONS SHEPPARTON/MOORoopNA (FOOD PRESERVERS) ENTERPRISE AGREEMENT 2012**

Food, beverages and tobacco manufacturing industry

COMMISSIONER GREGORY

MELBOURNE, 5 MARCH 2013

*Application for approval of the SPC Ardmona Operations Shepparton/Mooroopna (Food Preservers) Enterprise Agreement 2012.*

[1] An application has been made for approval of an enterprise agreement known as the *SPC Ardmona Operations Shepparton/Mooroopna (Food Preservers) Enterprise Agreement 2012* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by SPC Ardmona Operations Limited. The agreement is a single-enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 as are relevant to this application for approval have been met.

[3] The “Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union” known as the Australian Manufacturing Workers’ Union (AMWU), being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2), I note that the Agreement covers the organisation.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 12 March 2013. The nominal expiry date of the Agreement is 30 June 2014.



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**SPC Ardmona Operations  
Shepparton/Mooroopna  
(Food Preservers)  
Enterprise Agreement  
2012**

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# 1 Introduction

This agreement is based upon the recognition and commitment by everybody at the Shepparton and Mooroopna sites of the need for continuing workplace change with improved productivity and quality in order to consolidate our position as a pre-eminent food production Company in the markets it chooses to participate in, not only in Australia but across the World. In order to achieve the goal of pre- eminence, improved communication and decision making must be the foundation.

## 1.1 TITLE

This Agreement shall be known as the SPC Ardmona Operations Shepparton/Mooroopna (Food Preservers) Enterprise Agreement 2012

## 1.2 DEFINITIONS

In this agreement:-

- "SPCA" means SPC Ardmona Operations Limited
- "Union" means the Automotive, Food, Metals and Kindred Industries Union (AMWU)
- "Employee Representative" means a representative nominated by the employee to represent them in the disputes procedure and other provisions of this agreement.
- For the purposes of this agreement all attachments form part of the agreement
- "Act" means *Fair Work Act 2009*
- "NES" means National Employment Standards
- "Permanent Employee" means full time, part time or annualised employee

## 1.3 AGREEMENT COVERAGE

This agreement applies to SPC Ardmona Shepparton and Mooroopna sites, and all employees performing work under categories provided for in the definitions provision of this Agreement.

This Agreement will cover the AMWU if they apply to Fair Work Australia to be covered by the Agreement in accordance with the Fair Work Act 2009.

Without limiting the generality of the forgoing persons engaged in or in connection with the manufacture, preparation, processing or putting up of but not limited by the following:-

- (a) Jams jellies, honey, paste, spreads and similar preparations;
- (b) Pickles, salt preparations, sauces, chutney, vinegar, and other wet condiments;
- (c) Soups and other preparations of vegetables and or food from animals' fish or sea food sold in containers;
- (d) Sliced fruit, fruit salads, and nut food;
- (e) Pulp, fruit and vegetable juices and cordials whether such are made wholly or in part from fruit or vegetable juices or not;
- (f) Sugar from sugar beet.

This agreement shall apply to all non-maintenance operational and logistics employees except managers (as defined by SPC Ardmona Operations Limited (SPCA)) and will be binding upon SPC Ardmona Operations Limited (SPCA), for employees located at SPC Ardmona Operations sites at Young Street Mooroopna and Andrew Fairley Avenue Shepparton

#### **1.4 DURATION**

This Agreement operates from the Commence Date, which is seven days after Fair Work Australia approves this Agreement.

This Agreement will nominally expire on 30 June 2014 but the Agreement continues to operate until terminated or replaced in accordance with the Act.

#### **1.5 STRUCTURE OF AGREEMENT**

This agreement consists of;

- an introduction; a
- schedule detailing the organisational strategy in respect of this agreement; followed by;
- a schedule of generally applicable conditions and then a number of ;
- schedules designed to cover the unique conditions found in each stream followed by
- four attachments

#### **1.6 ORGANISATIONAL DEFINITIONS**

A "stream" is a broad area of operation or a group of employees with particular characteristics in respect of their employment arrangements. Streams in this agreement are defined as:

- "Production", covering those ongoing employees defined by SPCA as working in production areas
- "Warehouse", covering those ongoing employees defined by SPCA as working in warehouse areas
- "Seasonal/Temporary employee" employees employed pursuant to schedule 7 of this agreement
- "Part Time" covering employees who work part time.
- "Casual", covering employees who are on hourly hire and engaged to perform casual work

#### **1.7 LINKAGE TO OTHER AGREEMENTS AND AWARD**

Whilst this agreement is in operation it shall apply to the exclusion of any otherwise applicable Modern Award or previous agreements.

#### **1.8 NO EXTRA CLAIMS**

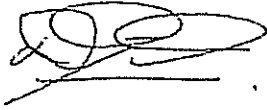
It is a term of this Agreement that all parties bound by this Agreement shall not pursue during the nominal term of this Agreement any extra claims, award or over award. There shall not be any further wage increases for the life of the Agreement.

#### **1.9 NO DISADVANTAGE**

The Parties agree that no employee shall suffer any net disadvantage due to the coming into effect of this agreement.

**SIGNATURES**

Signed for and on behalf of SPCA



Denis Gerrard - Operations Director SPC Ardmona  
Andrew Fairley Drive, Shepparton, Victoria

Date: 19/12/2012

Signed for and on behalf of Employees by Employee Bargaining Representative the Australian  
Manufacturing workers Union (Food Preservers Division)



Tom Hale Regional Secretary Food and Confectionary Division  
251 Queensberry Street, Carlton, Victoria

Date: 20.12.2012

# Schedule 1

## ORGANISATIONAL VALUES, PRINCIPLES, AIMS AND ROLE

This schedule defines the organisational strategy in respect of this agreement. As with all organisational strategies it opens with a definition of the organisational values, describes a set of principles influenced by those values, defines the aims of the agreement that will satisfy the principles. It also defines, loosely, the role of the various participants in the implementation.

### S1.1 ORGANISATIONAL VALUES

To achieve both organisational and individual goals SPC Ardmona is an operation where people work together to achieve common goals, help each other in a spirit of partnership, participate in both their own and the Company's future and share common values no matter which site they work on. These values are:

People  
Customers  
Passion  
Innovation  
Excellence  
Citizenship

*Teamwork* - We are committed to working together within teams, to encourage, support and reward team efforts as well as to develop individuals in teams. We believe that through teamwork we will create a better place to work which will become a benchmark in the food industry.

*Social/Environmental Responsibility* - We are in business for the long haul. We build effective long-term relationships with communities and governments wherever we operate. We are committed to achieving levels of safe working and environmental performance which go beyond those required for Regulatory compliance. Within our company, opportunities are open to all who qualify; selection and reward are on merit.

### S1.2 PRINCIPLES

We are committed to the following principles as a way of achieving our vision in harmony with our agreed values:

#### *People*

We will retain and develop high quality people by recognising and rewarding high quality performance. At all times we will commit to developing our people's skills to allow them to attain their personal goals as well as those required by our customers and the business.

#### *Information*

We will provide processes for employees to be fully informed. Employees will have a say in the decision-making that affects their work environment and future with SPCA.



### *Customer*

We are committed to providing our customers with excellence in service and quality "second to none". We respect our customers and recognise that a high quality relationship is essential to our future success.

### *Organisation*

We will build a dynamic work Organisation which promotes and maximises learning opportunities and responds to the changing needs of our customers. It is the intent of the agreement that the parties will work toward an organisation based on a Team environment.

### *Technology*

We will invest in appropriate technology to meet the needs of our customers and the business while ensuring the skill base of our employees.

## **S1.3 AIMS OF THIS AGREEMENT**

- SPCA operations to be totally flexible and cost effective, capable of perpetually satisfying the demands of business, the marketplace and our employees.
- Employment arrangements which facilitate world class operations in terms of operating practices, conditions of employment, employment practices and the training and development of people.
- Employees to be known for their competency, versatility, co-operation and flexibility in work practices and work patterns.
- An operating environment in which excellence, initiative and the pursuit of continuous improvement, personal integrity and ethical behaviour is recognised and developed as the norm.
- The development of self-managed teams during the life of this agreement.

## **S1.4 ROLE DEFINITIONS**

Characteristics of People Employed at SPCA:

- Self-Achievers
- Team Players
- Skilled and knowledgeable
- Flexible
- Helpful
- Proud
- Satisfied
- Committed
- Trustworthy
- Involved
- Challenged
- Informed
- Properly Rewarded
- Respected

## Our People's Role

### *Our people will:*

- Work within focused work teams that are known for their competency, versatility, cooperation and flexibility in work practices.
- Have a commitment to achieving the highest levels of quality.
- Pursue the same commitment in achieving the highest levels of safety.
- Continually train and self-develop themselves and their team colleagues.
- Use business performance monitoring systems.

## Management's Role

### *Managers will:*

- Set the direction and strategies for the business.
- Plan and organise resources to meet business goals.
- Provide leadership.
- Establish and use business performance monitoring systems.
- Coach and support teams and individuals.
- Share information.
- Encourage a "partnership" between the Company and Employees.
- To establish and communicate the parameters of Decision Making Matrices.

## The Council

### *The Council will:*

- Be the basis of improved communication between management and employees.
- Facilitate the resolution of disputes.
- Be consensual in its approach.
- Be the sounding board for significant change.
- Be a leader in the development of teams by acting as a team.

## **S1.5 TRAINING, LEARNING AND DEVELOPMENT**

In keeping with the Vision of a work force known for its competency, versatility and co-operation to meet the demands of the business:

- S1.5.1 People employed will be encouraged to pursue their careers within the business and to realise their full potential.
- S1.5.2 The business will be structured around a workforce which works in teams achieving agreed performance standards.
- S1.5.3 Individuals and teams take responsibility for their learning.
- S1.5.4 SPCA will provide appropriate support and encouragement for external and internal development programs in line with the SPCA Study Assistance Policy on the proviso that skills attained will be utilised.

Programs provided are, wherever practical and possible, portable and lead to accreditation by the appropriate National Training Authority.

## Schedule 2 Operating Practices

### S2.1 OPERATING PRACTICES

- S2.1.1 To meet market demands, to improve our competitiveness and to ensure the optimum use of plant and equipment, flexibility in relation to patterns of hours worked and work practices which will ensure continuity of processes and services are a feature of SPCA's operation at Shepparton and Mooroopna.
- S2.1.2 The operation will be staffed at optimum levels to ensure best business results and it will at times be necessary to engage temporary labour and to utilise contractors following consultation with employees in areas concerned.

### S2.2 DISPUTE SETTLEMENT PROCESS

- 2.2.1 If a dispute relates to:  
(a) a matter arising under the agreement; or  
(b) the National Employment Standards;
- this term sets out procedures to settle the dispute.
- 2.2.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- 2.2.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.
- 2.2.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Australia.
- 2.2.5 Fair Work Australia may deal with the dispute in 2 stages:  
(a) Fair Work Australia will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and  
(b) if Fair Work Australia is unable to resolve the dispute at the first stage, Fair Work Australia may then:  
(i) arbitrate the dispute; and  
(ii) make a determination that is binding on the parties.
- 2.2.6 While the parties are trying to resolve the dispute using the procedures in this term:  
(a) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and  
(b) an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:  
(i) the work is not safe; or  
(ii) applicable occupational health and safety legislation would not permit the work to be performed; or  
(iii) the work is not appropriate for the employee to perform; or  
(iv) there are other reasonable grounds for the employee to refuse to comply with the direction.

2.2.7 The parties to the dispute agree to be bound by a decision made by Fair Work Australia in accordance with this term.

S2.2.8 No party shall seek costs from the other from any action arising from this agreement

**S2.3 INDIVIDUAL GRIEVANCE PROCESS**

S2.3.1 Grievances of an individual nature that do not arise under this Agreement or the National Employment Standards will be addressed through company policy and procedure.

**S2.4 PERFORMANCE COACHING & COUNSELLING**

S2.4.1 Purpose

This procedure is designed to facilitate communication between management and employees and between employees, in a structured way, to prevent disputation and to ensure processes that are vital to the smooth operation of the business are maintained.

SPC Ardmona hopes all employees will recognise the link between what is in the interests of its employees and what benefits the company as a whole. Maintaining a safe and productive workplace as well as keeping the business competitive, can only be achieved if the right people are employed and all employees fully support company policies and standards.

S2.4.2 Process

Conduct not conforming to the standard required may occur from time to time. This process provides a mechanism by which employee non-performance or any inappropriate behaviour can be dealt with in a constructive way and to ensure appropriate processes are followed during counselling of employees.

S2.4.3 Disciplinary Action Options:

Informal Counseling			
1 <sup>st</sup> Formal Counseling	1 <sup>st</sup> Formal Counseling		
2 <sup>nd</sup> Formal Counseling	2 <sup>nd</sup> Formal Counseling		
3 <sup>rd</sup> Formal Counseling (Final warning)	3 <sup>rd</sup> Formal Counseling (Final warning)	First & Final Warning (Final warning)	
Termination	Termination	Termination	Termination without notice

#### S2.4.4 Principles

SPC Ardmona values each employee. The first priority will always be to correct the behaviour, retrain the employee and ultimately retain employees rather than to see that investment in any way wasted. In all counselling/disciplinary matters the actions of SPCA will be guided by the following principles:

**Fairness** - Any employee subject to counselling/disciplinary proceedings will be treated fairly, in accordance with the requirements of the relevant legislation, and with dignity and respect.

**Natural Justice** - Any employee subject to counselling/disciplinary proceedings will have the right to personally address and answer any allegations

**Investigation** - All allegations referred to formal complaints will be thoroughly investigated. The onus of proof is on the balance of probability.

**Equity** - The issue of fairness for all concerned and the need for a full investigation of each incident, rate more highly than any need for apparent consistency of outcome.

**Confidentiality** - All disciplinary matters will be handled in a manner which maintains confidentiality as far as is practicable.

#### S2.4.5 Informal counselling/coaching

The relationship between team leaders/managers and employees should be such that when an individual is not meeting performance or behavioural standards, performance coaching will take place immediately so that corrective action can be taken without the recourse to the formal procedure. Such performance coaching shall be on an informal basis and the perceived performance or behavioural deficiency will be identified and suggested remedial action outlined. No formal record needs be kept of this performance coaching, however diary notations are advised.

#### S2.4.6 Formal counselling

When there is continued failure to meet standards or a more serious performance, conduct, attendance or behaviour problem occurs, the following formal counselling procedures will be followed:

##### S2.4.6.1 Allegation

Before commencing the formal procedures the team leader/supervisor or manager, following consultation with their manager or the HR Department, is to advise the individual in writing of the allegation/s through the Allegation Advice Form (F908a). The Allegation Advice Form must include details of the allegation and the potential consequences of the allegation if proven. The respondent must respond to the allegations at the time and date detailed on the form, which should be no less than 24 hours after the allegation advice is issued.

For allegations of gross or serious misconduct, negligence, incompetence or attendance issues, the employee will be stood down on full pay immediately after the allegation is issued.

#### S2.4.6.2 Formal Investigation

Investigation is concerned with evidence; that is, finding facts which show that the alleged incident happened or did not happen. The standard of proof required is on the balance of probabilities, therefore consideration can be made on hearsay evidence (as long as it is credible) and similar acts which have been done in the past.

After considering all information/evidence gathered in the investigation process, the company should determine to its satisfaction whether the employee's response to the allegation is reasonable and whether the allegation has been confirmed.

If the company is satisfied the allegation is confirmed, it must determine what is the appropriate course of action, taking into the account the details obtained during the investigation. An employee's prior performance and record may be considered in determining disciplinary action. The HR Department may be consulted to ensure consistency in disciplinary processes where appropriate.

#### S2.4.6.3 Outcome

The outcome of the investigation should be reviewed by management in the area or HR, as long as they were not directly involved in the investigation. The employee should be advised of the outcome of the investigation in writing, even if the allegation is not substantiated or if no formal disciplinary action is being undertaken.

#### S2.4.6.4 Formal Counselling/Disciplinary Action

If an employee is to be formally counselled it is recommended that they have a employee representative of their choice present during all formal counselling. Employees should be advised of this by the manager at the commencement of the meeting if they attend unaccompanied.

If an employee has received formal counselling in the past for the same matter (conduct, attendance or negligence/competence) then this will be taken into consideration with the level of counselling.

An employee receiving a formal counselling should also be provided in writing, with a Formal Counselling Advice form (F908b). In addition to a formal warning, it is important that an action plan be established to review the performance of the employee. Should any coaching/training/other assistance be agreed upon, such opportunities are provided to the employee by the company.

#### S2.4.7 Duration of a Formal Counselling

SPCA recognises that a formal counselling/warning may no longer be considered to be active after a period of time has elapsed without further disciplinary action. The period that is appropriate for a warning record to remain active is dependent upon the nature of the disciplinary breach and the nature of any future disciplinary breach. However, it will remain on the employee's work record.

#### S2.4.8 Process following formal performance counselling

Should identified performance or behaviour related problems continue, the team leader and manager will further counsel the individual, provide the individual sufficient time and resources to account for performance or behaviour, explain the consequences should the

problems not be properly addressed, set out an agreed documented action plan including expected performance/behaviour support systems to assist the individual in meeting the agreed objectives and review date. The document should be signed by the individual, the team leader and manager and the individual's representative. A copy of the document will be held on the individual's personal file.

**S2.4.9 Procedure following successful formal performance counselling**

Should the individual meet the required performance/behavioural objectives by the review date and the acceptable performance/behaviour is maintained for a period of no less than 12 months then the counselling documentation shall be marked to indicate that no further action shall take place in respect of the issues that were the subject of the counselling.

**S2.4.10 Failure to respond to formal performance counselling**

If after the two formal counselling sessions, satisfactory progress is not made and the individual has had adequate time to respond to the support systems which have been provided and the team leader's manager and senior functional manager and HR Manager have been briefed and are in agreement then, the person's contract of employment may be terminated.

In some instances, individuals may only be provided with one first and final formal counselling in which to make satisfactorily progress. The individual employee will be appropriately advised of the nature of the counselling. The first and final formal counselling will generally relate to instances of serious misconduct that does not result in summary dismissal.

**S2.4.11 Appeals**

Should the individual believe they are being treated unfairly, they should advise the senior person conducting the formal counselling that they wish to activate the grievance procedure commencing at step 2 or 3.

**S2.4.12 Process on appeal**

Once the grievance procedure is enacted the formal counselling procedure is suspended until the question of fairness is resolved.

**S2.5 PERFORMANCE MANAGEMENT**

It is the right of every individual under this agreement to both receive and give feedback on performance issues. Feedback should be both positive and constructive and is not necessarily limited to the traditional team leader to team member format as it could also include team member to team leader.

Feedback on performance issues can take many forms but on a formal basis will most commonly be via either the:

1.	Performance Counselling Procedure	(S2.4)
2.	Dispute Settlement Process	(S2.2)
3.	Personal Development, Performance Planning and Review System	(S2.7)

## **S2.6 PERSONAL DEVELOPMENT, PERFORMANCE PLANNING AND REVIEW SYSTEM**

### **S2.6.1 Introduction**

Individual teams and team members are required to participate in the personal development, performance planning and review system.

This system involves the processes of identifying, evaluating and developing the work performance of teams and team members so that the organisational objectives identified in this agreement are more effectively achieved and to ensure that teams and team members receive the feedback, recognition, career opportunities, reward and guidance necessary to satisfy their personal and professional aspirations.

This assists individuals and teams in focusing on what is required from them over a given period and ensures all people understand the objectives for themselves, their team and the overall business and are given feedback on their performance.

Performance feedback is obtained from:

- Business Plans
- Key Result Areas
- Team member to team member
- Team member to team leader
- Team leader to team members
- Customer surveys
- Benchmarking

### **S2.6.2 Objectives of the System**

The objectives of the system are to:

- Promote working relationships.
- Obtain feedback to improve Organisation effectiveness.
- Identify potential career advancement.
- Improve performance levels by identifying problems or concerns and agreeing on corrective action to be taken.
- Encourage teams and team members to be more creative to improve individual performance.
- Provide a guide to the effectiveness of the company's employee relations policies.
- Identify and remove obstacles to improved performance.
- Establish and develop position criteria identifying areas of responsibility and accountability.

### **S2.6.3 Performance Planning and Review process**

- Prior to the commencement of each review period each team and team member will complete and agree on a personal development performance plan with their team leader.
- The performance plan will include individual and team key performance indicators and learning objectives.
- On completion of the review period the team and team member and their team leader will review the performance against agreed objectives as well as other identified achievements, demonstrated strengths and learning points.
- On completion of the review an action plan will be agreed to build on strengths and address areas for improvement and additional learning points.

### **S2.6.4 Right of Appeal**

A team member, if unsatisfied with the review conducted by his or her manager, shall have the right of appeal handled in accordance with the Grievance Process.



## S2.7 REDUNDANCY

### S2.7.1 Purpose

Any redundancy situation will be handled in the most sensitive and fair manner possible. Redundancy occurs when the Company no longer requires the work to be carried out by its employees.

Prior to the implementation of the Redundancy procedure the opportunities for alternative employment within the Company will be reviewed. If such opportunities exist then by mutual agreement an employee may be redeployed preserving their current pay and classification level. If SPCA decides within 3 months of the redeployment that the alternative position is not suitable then the Redundancy shall apply.

In the event of redundancies the following conditions will apply.

### S2.7.2 Notice Period

PERIOD OF SERVICE	PERIOD OF NOTICE
1 year or less	1 week
1 year and up to the completion of 3 years	2 weeks
3 years and up to the completion of 5 years	3 weeks
5 years and over	4 weeks

(i.) In addition to the notice above, 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.

(ii.) Employees leaving of their own accord before the end of the notice period will be paid up until the time they leave and entitlements will be calculated to that date.

(iii.) The Company will allow an average of one day off per week during the period of notice (as specified above) for the specific purpose of seeking and securing another job.

### S2.7.3 Financial Assistance

Normally the Company would expect people to remain during their notice. However, effort would be made to release anyone who elects to leave early to gain alternative employment or because of very special personal circumstances.

Employees who have completed one year's continuous service will receive the following severance payments:-

SERVICE	SEVERANCE PAYMENT
Less than 1 year	Nil
More than 1 year	2 Weeks for each completed 6 months of service

#### S2.7.3.1 Long Service Leave

The Company will pay out LSL. Accruals on a pro-rata basis irrespective of length of service.

#### S2.7.3.2 Sick Leave

The Company will pay out up to a maximum of 20 days of unused sick leave in accordance with provisions of this agreement upon redundancy.

#### S2.7.3.3 Annual Leave Loading

The Company will pay the appropriate Annual Leave Loading on Annual Leave entitlements.

#### S2.7.3.4 Cap

No employee employed prior to 1<sup>st</sup> July 2012 shall, under this Agreement receive severance payments in excess of a maximum 104 weeks payment excepting for Employees who had an entitlement to greater than 104 weeks as at 1st July, 2001 who will retain that entitlement for the life of this agreement.

No employee who commenced permanent employment after 1<sup>st</sup> July 2012 shall under this Agreement receive severance payment in excess of a maximum 52 weeks payment.

For retrenched employees, the age loading will apply to the base rate of pay as follows:-

AGE	LOADING
50 up to 56 years	10% loading
56 up to 60 years	15% loading
60+	20% loading

#### S2.7.4 Redundancy process

##### S2.7.4.1 Step 1

Should SPCA decide redundancy is necessary and redeployment as per S2.9 above is not possible, it will call for volunteers from the Department or Section or Operating Division concerned or Companywide.

SPCA reserves the right to determine the area from within the affected department or section from where volunteers will be accepted. SPCA may refuse to accept volunteers on the basis that their skills are required and this will be validated by the development of a matrix of skills required that is agreed between the parties.

##### S2.7.4.2 Step 2

If there are not sufficient volunteers as a result of the process detailed at step 1, SPCA will select the people it intends to retrench based on the matrix of skills from the area determined at step 1 or shall redefine the department or sections concerned as per Step 1.

Redundancies will in every case be genuine and will not be used as a device to substitute one category of employee for another. No employee whose role is declared redundant will be replaced in their duties.

#### S2.7.4.3 Grievances

Should there be any dispute on the application of this clause the parties will notify each other of the existence of a dispute and attempt to resolve the matter. If after a period of three weeks has elapsed from the notification of a dispute and the dispute has not been resolved, the provisions of S2.2.3 and onwards in the dispute settlement process of this agreement shall apply.

### **S2.8 OPERATIONS AND LOGISTICS COUNCIL (the Council)**

S2.8.1 The Company and its employees are committed to continually improving and pursuing effective communication so as to be able to effectively manage the process of continuous improvement.

#### S2.8.2 Terms of Reference

The promotion of effective communication and harmonious relations between the Company and its employees

To provide a forum in which elected representatives of employees can discuss and resolve management / operational issues with representatives of the Company.

The Council has no capacity to override any provision of this agreement, in any conflict that may arise the express provision of the agreement shall take precedence over any determination of the Council.

#### S2.8.3 Composition of the Council.

The Council will comprise of up to five Company appointed representatives and an equivalent number of employee elected representatives. As far as practical employee representatives shall proportionally represent the sectional and geographical interests of the employees to ensure an equitable and representative voice for all employees.

The non-voting Chairperson shall be the Operations Director or their delegate and shall be in addition to the ordinary members of the council. A Deputy and a non-standing Secretary will be appointed by the Council from the ordinary members of the Council.

#### S2.8.4 Elections to the Council

There will be biennial elections in May. All elections will be organised and supervised by SPCA or a delegated organisation.

To be eligible for nomination employees must:

1. be a member of the work area for which they are standing,
2. be a permanent employee with the Company,
3. be covered by the terms and conditions of this agreement

Nominations will close one week before ballot. The election will be by secret ballot and the person gaining the most votes will be elected. Scrutineers will be permitted at the counting of any ballot conducted under this process.

The results will be declared by SPCA.

By-elections will be held within one month of a vacancy occurring. All employees who are covered by this Agreement and who are employed in the Stream/Geographical area in which the vacancy has arisen are eligible to vote in such by-elections.

#### S2.8.5 Council Meetings

Full Council meetings will be held quarterly, but this period may be varied by agreement between a majority of Council members.

Items for the agenda must be submitted to the Chairperson, in writing, five days prior to the meeting.

All agenda items must be contained within the Terms of Reference as the Council is committed to the principle that issues outside of changes to terms and conditions of employment should be discussed at the team level, and wherever possible resolved within the team or department.

Following the Council meeting, formal minutes will be prepared by the Secretary and agreed with nominated employee/employer members. These minutes will be circulated and posted on all noticeboards within 48 hours of the meeting. It is recognised that on occasions, matters of a confidential nature will be discussed, and in such cases this confidence will be respected by all members.

The Council may establish sub-committees that do not necessarily have to consist of members of the Council, to deal with specific issues. The terms of reference of such sub-committees will be determined by the Council.

#### S2.8.6 Responsibilities of Elected Representatives

The prime responsibility of all members of the Council is to ensure the success of the Company, and by so doing, promote the prosperity and security of all employees.

Elected representatives will:

1. Forward apologies to the Secretary if unable to attend the meeting.
2. Come to the meeting prepared, having read the Minutes of the previous meeting and studied the agenda beforehand, and be prepared to make contributions.
3. Represent the views and opinions of those he/she represents.
4. Encourage and assist those he/she represents to submit agenda items.
5. Provide explanations of items recorded in the Minutes.
6. Report back to his/her work area.
7. Openly debate issues at meetings and not be subjected to any pressures outside of meetings.
8. Preserve confidentiality to the extent relevant.

#### S2.8.7 Decision-Making Procedures

Council members are totally committed to resolving issues within the Council. However, in exceptional circumstances if this is not possible then the final positions reached with supportive arguments will be presented to an agreed independent conciliator.

In the course of resolving a dispute, operations will continue as normal until all steps in the Dispute Settlement Process have been followed.

#### S2.8.8 Use of External Resources

Where it is agreed by the Council, external resources and representatives may be engaged to assist or address the Council on any relevant issue.

#### S2.8.9 Representatives

Union Representatives may attend Council meetings as observers or to address the council

### **S2.9 CONSULTATION**

#### S2.9.1 This term applies if:

(a) the employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and

(b) the change is likely to have a significant effect on employees of the enterprise.

#### S2.9.2 The employer must notify the relevant employees of the decision to introduce the major change.

#### S2.9.3 The relevant employees may appoint a representative for the purposes of the procedures in this term.

#### S2.9.4 If:

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

(b) the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.

#### S2.9.5 As soon as practicable after making its decision, the employer must:

(a) discuss with the relevant employees:

(i) the introduction of the change; and

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

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

(b) for the purposes of the discussion — provide, in writing, to the relevant employees:

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

(ii) information about the expected effects of the change on the employees; and

(iii) any other matters likely to affect the employees.

#### S2.9.6 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

#### S2.9.7 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

- S2.9.8 If a term in the enterprise agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in subclauses (S2.7.2), (S2.7.3) and (S2.7.5) are taken not to apply.
- S2.9.9 In this term, a major change is *likely to have a significant effect on employees* if it results in:
- (a) the termination of the employment of employees; or
  - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
  - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - (d) the alteration of hours of work; or
  - (e) the need to retrain employees; or
  - (f) the need to relocate employees to another workplace; or
  - (g) the restructuring of jobs.
- S2.9.10 In this term, *relevant employees* means the employees who may be affected by the major change.

## **S2.10 UNION OFFICIALS AND SHOP STEWARDS**

- S2.10.1 An official or officer of the union(s) shall have the right to enter the Shepparton and Mooroopna Facilities for the purposes of conducting legitimate union business, provided that the usual site entry protocols and the requirements of the "Act" are complied with and observed. The site protocol is that the union official will notify the site Human Resources Manager or other manager as appropriate (generally the most senior manager on site), of their intention to visit the site at least 24 hours prior to arriving at the site. The Union shall also comply with SPCA's contractor OH&S policies prior to entering the site.
- S2.10.2 The Company shall recognise up to eight employees who are duly elected as a representative of those employees who are members of the union at the Shepparton and Mooroopna Facilities as a Site Delegate for the purposes of this Agreement.
- S2.10.3 The union shall ensure that the number of representatives from each division (operations and supply chain) shall not be more than four for each division and within each division a maximum of two for each department.
- S2.10.4 The union shall inform the company of any changes in the identity of elected Site Delegates.
- S2.10.5 The Site Delegates shall be allowed reasonable access and opportunity during paid working hours to meet employees covered by the 2012 Enterprise Agreement, the Company or the company's representative or their union official in order to attend to legitimate union matters affecting employees whom they represent.
- S2.10.6 The Union delegates or site delegates will have reasonable access to office amenities to assist in carrying out their role. This includes access to telephone, fax and photocopier.

S2.10.7 The Employer having regard to operational requirements will allow union workplace delegates a maximum of 5 days in any one calendar year up to a maximum of 40 days in total to enable attendance at training programs. Whilst in attendance at such events, the Delegate / Deputy concerned will be paid at ordinary basic rates consistent with a normal working day, excluding provisions for overtime.

S2.10.8 Prior to formally convened meetings with SPCA, delegates will be permitted to hold a meeting of members for a maximum of two (2) hours.

S2.10.9 The following process is agreed:

- a) A Union Organiser may be present at inductions
- b) Include voluntary membership application in Induction Package

S2.10.10 Union Meetings

Four union meetings per year (max 1 hour)

Four management meetings per year

Two union meetings paid in normal time, two outside normal hours to be paid at single time.

Union meetings during the fruit processing season will not be held in normal time.

S2.10.11 Notice Boards

The company shall supply and erect a Notice Board of reasonable dimensions to be erected in a prominent position in the establishment, upon which accredited Union representatives shall be permitted to post formal Union notices, signed or countersigned by the representative posting it. Any notice posted on the board that has not been appropriately signed or countersigned may be removed by an accredited Union representative or by the Company. The Union or its representatives shall not place any material capable of breaching the Occupational health and Safety Act 2004, or that is defamatory or derogatory on such a notice board. SPCA reserves the right to remove any material it deems to fall outside these guidelines

## **S2.11 AGREEMENT FLEXIBILITY ARRANGEMENTS**

The terms of this clause are the "Flexibility Term" applicable to the employees covered by this Agreement for the purpose of section 202 of the Fair Work Act 2009.

S2.11.1 The terms of this Agreement set out in sub-clause S2.12.5 may be varied by an individual flexibility arrangement that is genuinely agreed by the employer and an employee provided the arrangement meets the genuine needs of the employer and the employee in respect of one or more of the terms in clause 10.5, and the requirements of this clause are met in full.

S2.11.2 The employer must ensure that any individual flexibility arrangement entered into under this term will result in the employee being better off overall than the employee would have been if no individual flexibility arrangement was made.

S2.11.3 The employer must ensure that any individual flexibility arrangement made under this term:

S2.11.3.1 are about permitted matters under section 172 of the Fair Work Act 2009;

S2.11.3.2 are not unlawful terms under section 194 of the Fair Work Act 2009;

- S2.11.3.3 includes details of the terms of this Agreement that will be varied by the arrangement, how the arrangement will vary the effect of the terms and how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement;
  - S2.11.3.4 states the day the arrangement is to commence;
  - S2.11.3.5 must be in writing and signed by the employer and employee, and if the employee is under 18, by a parent or guardian of the employee;
  - S2.11.3.6 can be terminated by either party by giving written notice of not more than 28 days;
  - S2.11.3.7 can be terminated at any time by the parties if they agree; and
  - S2.11.3.8 that a copy of the individual flexibility arrangement must be given to the employee within 14 days after it is agreed to.
- S2.11.4 Except for the requirement for a parent or guardian to execute the agreement on behalf of employees under the age of 18, the employer must ensure that any individual flexibility arrangement made by an employer and an employee under this term does not require the approval or consent of another person.
- S2.11.5 The terms that may be subject to an individual flexibility arrangement are in this Agreement and relate to the maximum number of single days or part of a single day of annual leave that an employee may take in any calendar year and shall not exceed ten days

## **S2.12 EQUAL OPPORTUNITY**

- S2.12.1 SPCA is committed to a workplace free of discrimination and harassment, where all employees demonstrate respect for one another. We believe all employees have a responsibility to ensure we have such a workplace.
- S2.12.2 Unlawful discrimination or harassment as defined by the various State and Federal legislation will not be tolerated, which encompasses race, gender, age or impairment.
- S2.12.3 Entry into SPCA, selection for specific jobs, training opportunities and career progression will be determined on the basis of individual merit. This means selection decisions in SPCA will be based on an individual's skills, abilities, competency and potential to effectively contribute to the ongoing success of the business.



## Schedule 3 Conditions of Employment

### S3.1 CONDITIONS

As outlined at the commencement of this agreement, it is recognised that each stream within the Business operates under conditions and work practices which may be unique to that Stream. These conditions and work practices are detailed in the following schedules:

Production Stream	Schedule 4
Logistics Stream	Schedule 5
Seasonal Employment Stream	Schedule 6
Casual Employment Stream	Schedule 7

Whilst streams may have certain unique conditions and work practices, these will not act as a barrier to individuals transferring between Streams. Employees transferring between streams shall be required to adopt the conditions applying in the new stream

In addition to the unique conditions and work practices that exist within each stream it is recognised that the following conditions apply to all areas of the business:

### S3.2 ACCIDENT MAKEUP PAY

S3.2.1 Where an employee becomes entitled to weekly compensation payments pursuant to the Accident Compensation Act 1986 (the Act) presently in force in Victoria, the employer will pay to the employee an amount equivalent to the difference between:

the level of weekly compensation and any weekly wages earned or able to be earned if partially incapacitated; and

the amount that would have been payable under this agreement for the classification of work if the employee had been performing their normal duties.

The rate to be paid to the employee will be the amount that would have been payable under this agreement for the classification of the work if the employees had been performing their normal duties including shift allowance and overtime for the first 52 weeks.

Accident pay shall include overtime and shift payments for a maximum or aggregate period in no case exceeding a total of 52 weeks in respect of incapacity arising from any one injury.

S3.2.2(a) Where an employee receives a weekly payment under this section and subsequently that payment is reduced pursuant to the Accident Compensation Act 1986 (Victoria), that reduction will not render the employer liable to increase the amount of accident pay in respect of that injury.

S3.2.2(b) Payment of part of a week

Where accident pay is payable for part of a week, the amount shall bear the same ratio to accident pay for a full week that ordinary working time during such part bears to the employee's full ordinary working week.

### S3.2.3 Qualifications for payment

- S3.2.3(a) Always subject to the terms of this clause, an employee covered by this clause 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 employer who is liable to pay compensation under the Act, which liability by the employer for accident pay may be discharged by another person on the employer's behalf.
- S3.2.3(b) Provided that accident pay shall only be payable to an employee whilst such employee remains in the employment of the employer by whom the employee was employed at the time of the incapacity and then only for such period as the employee receives a weekly payment under the Act: provided that if an employee on partial incapacity cannot obtain suitable employment from the employer but such alternative employment is available with another employer then the relevant amount of accident pay shall still be payable and the employee shall be on leave of absence from the employer.
- S3.2.3(c) Provided further that an employer shall not terminate the employment of an employee who is injured and/or incapacitated except in those cases where:
- (i) the termination is due to serious and/or wilful misconduct on the part of the employee; or
  - (ii) the termination arises from a declaration of liquidation of the SPCA, in which case the employee's entitlement shall be considered a debt due and owing by the employer to the employee; or
  - (ii) the period specified in S3.2.4 hereof has expired.
- S3.2.3(d) As to industrial diseases contracted by a gradual process or injuries subject to recurrence, aggravation or acceleration (as provided for by relevant legislation) such injuries or diseases shall not be subject to accident pay unless the employee has been employed by the employer at the time of the incapacity for a minimum period of one month.
- S3.2.3(e) An employee on engagement may be required to declare all workers' compensation claims made in the previous five years and in the event of false or inaccurate information being deliberately and knowingly declared the employer may require the employee to forfeit entitlement to accident pay under this clause.
- S3.2.3(f) Notwithstanding any of the above provisions, an employer may terminate, at the conclusion of the appropriate season as defined by 4.16 of this agreement, a person who is, apart from seasonal employment, a student undergoing a course of full-time study and who is not prevented by reason of injury commencing the course of study at the commencement of the academic year.

### S3.2.4 Maximum period of payment

Accident pay under this clause shall be payable for a maximum period or aggregate of periods in no case exceeding a total of 52 weeks in respect of incapacity arising from any one injury.

### S3.2.5 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.

### S3.2.6 Notice of injury

An employee upon receiving injury for which the employee claims to be entitled to receive accident pay shall give notice in writing of the injury to the employer as soon as reasonably practicable after the occurrence of the injury: provided that such notice may be given by a representative of the employee.

### S3.2.7 Medical examination

S3.2.7(a) In order to receive entitlement to accident pay an employee shall conform to the requirements of the Act as to medical examination.

S3.2.7(b) Where in accordance with the Act a medical referee gives a certificate as to the condition of the employee and the employee's fitness for work or specifies work for which the employee is fit and such work is made available by the employer and refused by the employee, or the employee fails to commence or continue the work, accident pay shall cease from the date of such refusal or failure.

### S3.2.8 Redemption of weekly payments

Where there is redemption of weekly compensation payments under the Act, the employer's liability to pay accident pay shall cease as from the date of such redemption.

### S3.2.9 Civil damages claim

S3.2.9(a) An employee receiving or who has received accident pay shall advise the employer of any action the employee may institute or any claim the employee may make for damages. Further, the employee shall, if requested, provide an authority to the employer entitling the employer to a charge upon any money payable pursuant to any verdict or settlement on that injury.

S3.2.9(b) Where an employee obtains a verdict for damages in respect of an injury for which the employee has received accident pay the employer's liability to pay accident pay shall cease from the date of such verdict; provided that if the verdict for damages is not reduced either in whole or part by the amount of accident pay made by the employer the employee shall pay to the employer any amount of accident pay already received in respect of that injury by which the verdict has not been so reduced.

S3.2.9(c) Where an employee obtains a verdict for damages against a person other than the employer in respect of an injury for which the employee has received accident pay the employer's liability to pay accident pay shall cease from the date of such verdict; provided that if the verdict for damages is not reduced either in whole or part by the amount of accident pay made by the employer the employee shall pay to the employer any amount of accident pay already received in respect of that injury by which the verdict has not been so reduced.

### S3.2.10 Insurance against liability

Nothing in this clause shall require an employer to insure against liability for accident pay.

### S3.2.11 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.

S3.2.12 Death of employee

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

**S3.3 AMENITIES AND PERSONAL PROTECTIVE EQUIPMENT (PPE)**

S3.3.1 SPCA shall provide tea, coffee, milk, sugar and boiling water for the consumption of all employees working on the site.

S3.3.2 Existing facilities such as microwave ovens, grillers, refrigerators shall continue to be supplied and maintained.

S3.3.3 SPCA shall continue to provide facilities necessary to ensure adequate occupational health, safety and welfare of its employees including the provision of lockers, drinking and boiling water, appropriate protective clothing, heating, cooling and ventilation and rest room facilities. Any disagreements about the adequacy of facilities shall be dealt with through the consultative process of this Agreement and the Grievance and Dispute Settling Procedure.

S3.3.4 Where SPCA requires an employee to wear gloves, overalls or uniform the employer must reimburse the employee for the demonstrated cost of such articles.

S3.3.5 Where SPCA an employee to wear a washable outer garment, the employer must keep the garment laundered or reimburse the employee for the demonstrated cost of such laundering.

S3.3.6 Where it is necessary that an employee use barrier cream or other protective ointments due to the employee's handling fruits, vegetables, pastes, gums, lacquer and like preparations, the employer must reimburse the employee the demonstrated cost of such items.

S3.3.7 Where the employees are required to work in cool rooms below temperatures of 7.2 degrees Celsius, the employer must provide suitable headgear, protective clothing and protective footwear or reimburse the demonstrated cost of such items.

S3.3.8 Where the employees are required to work in temperatures of -15.6 degrees Celsius or below, the employer must provide suitable clothing, boots, gloves and headgear for working in a freezing chamber or reimburse the demonstrated cost of such items.

S3.3.9 Where employees are required to enter cool rooms or freezing chambers for short periods, the employer must provide suitable clothing or reimburse the demonstrated cost of such items.

S3.3.10 Where satisfactory evidence is provided by an employee to the employer that, as a result of employment, an employee's clothing is damaged or destroyed, except where the employee was not wearing required protective clothing, the employer shall reimburse the employee for such items.

S3.3.11 Where it is necessary, reasonable or desirable that an employee have the use of a suitable and appropriate seat whilst performing their duties, the employer must reimburse the employee for the purchase and maintenance costs of such a seat. The provisions of this clause shall not apply where the employer supplies such a seat.

S3.3.12 The provisions of this clause relating to reimbursement shall not apply where the employer supplies such items without cost to the employee.

S3.3.13 SPCA shall provide all employees with approved safety footwear that complies with Australian Safety Standards. All employees are required to wear approved foot ware on all SPCA sites

Employees who are not able to utilise the standard issue foot ware of this agreement, because of a medical complaint, may approach their supervisor and on the provision of appropriate evidence will be supplied with suitable approved safety footwear.

Employees working in wet areas who choose to wear Blundstone gumboots, as approved safety footwear and provided by SPCA shall be deemed to have received safety footwear.

### **S3.4 ANNUAL LEAVE**

S3.4.1 An employee (other than a casual employee) is entitled to annual leave in accordance with the NES.

S3.4.2 Applications for Annual Leave

(a) Applications for Annual Leave made during the season (January until April) will be considered in exceptional circumstances only, however the company will consider all factors relevant including the area in which the employee is working.

(b) Employees will be able to take annual leave at their discretion, subject to agreement, outside of the season. Agreement shall not be unreasonably withheld.

(c) The appropriate annual leave loading for employees on annualised salaries will be paid to all employees in the first pay of December each year. Weekly paid employees will continue to receive payment as per the Agreement's provisions.

(d) An employee who wants to apply for Annual Leave must:

- (i) apply for the leave in advance
- (ii) make application as early as practicable
- (iii) apply for full shift absences
- (iv) obtain agreement from their supervisor for the leave sought

(e) SPCA must respond to the employee's application for leave within one week of that application being made.

(f) All employees wanting to apply for Annual Leave must complete an Annual/RDO/LSL Application Form and forward the form to their shift controller/supervisor for approval. Employee can elect to have the Pay Office forward them a Leave Advice form to communicate the outcome regarding application for leave.

S3.4.3 Period of leave

(a) A period of 28 days consecutive leave, including non-working days, shall be allowed annually to an employee after twelve month's continuous service as an employee, other than a schedule 7 employee.

(b) An employee shall accrue annual leave at a rate of 2.923 hours for each 38 ordinary working hours worked and credited no less then monthly.

#### S3.4.4 Leave exclusive of public holidays

- (a) If any public holiday mentioned in clause S3.24 - Public holidays, of this agreement falls within an employee's period of annual leave and is observed on a day which in the case of that employee would have been an ordinary working day, there shall be added to that period one working day for each such public holiday observed as aforesaid.
- (b) Notwithstanding anything hereinbefore contained an employee shall not be entitled to payment for any public holiday which falls within the employee's period of annual leave and is observed on a day which in the case of such employee would otherwise have been an ordinary working day if, except for reasonable cause (proof whereof shall be upon the employee) the employee fails to resume work at the employee's ordinary starting time on the working day immediately following the period comprising the employee's period of leave (extended by any such intervening public holiday or holidays) and to remain at work thereafter for the number of days equivalent to the number of such public holidays.

#### S3.4.5 Time of leave taking

- (a) Annual leave shall be given at a time fixed by the employer within a period not exceeding six months from the date when the right to annual leave accrued and after not less than one month's notice to the employee.
- (b) Provided that a shorter period of notice may be given by mutual agreement between the employer and the employee; provided further that the said period of six months may be extended by a further period not exceeding six months by mutual agreement in writing between the employer and the employee.

#### S3.4.6 Leave to be taken

The annual leave provided for by this clause shall be allowed and shall be taken, and except as provided in S3.4.8 hereof payment shall not be made or accepted in lieu of annual leave.

#### S3.4.7 Payment for period of annual leave

- (a) Each employee going on leave shall be paid the wages the employee would have received in respect of the ordinary time the employee would have worked had the employee not been on leave during the relevant period.
- (b) Subject to S3.4.11 hereof each employee shall, where applicable, have the amount of wages to be received for annual leave calculated by including the following where applicable:
  - (c) Time workers
    - (i) subject to S3.4.8 (b)(ii) hereof the rate prescribed for work in ordinary time by clause S3.11 of this agreement according to the employee's roster or projected roster;
    - (ii) the appropriate rate payable pursuant to this agreement calculated on a daily basis which the employee would have received for ordinary time during the relevant period whether on a shift roster or otherwise;
    - (iii) any other rate to which the employee is entitled in accordance with the contract of employment for ordinary hours of work; provided that this provision shall not operate so as to include any payment of overtime and/or allowances

#### S3.4.8 Loading on annual leave

- (a) During a period of annual leave an employee shall receive a loading calculated on the rate of wage prescribed by S3.4.7(a) hereof, subject to the provisos herein.
- (b) The loading shall be as follows:
  - (i) Day workers - an employee who would have worked on day work only had the employee not been on leave - a loading of 17.5%;
  - (ii) Shift workers - an employee who would have worked on shift work had the employee not been on leave - a loading of 17.5%
  - (iii) Provided that where the employee would have received shift loadings prescribed by this agreement, had the employee not been on leave during the relevant period and such loadings would have entitled the employee to a greater amount than the loading of 17.5%, then the shift loadings as prescribed by this agreement shall be included in the rate of wage prescribed in lieu of the 17.5% loading.
  - (iv) Provided further, that if the shift loadings would have entitled the employee to a lesser amount than the loading of 17.5% then such loading of 17.5% shall be added to the rate of wage prescribed in lieu of the shift loadings.
- (b) The loading prescribed by this subclause shall not apply to proportionate leave on termination if the employee is dismissed by the employer for disciplinary reasons.

#### S3.4.9 Leave allowed before due date

- i. An employer may allow an employee to take annual leave either wholly or partly in advance before the right thereto has accrued due. In such case a further period of annual leave shall not commence to accrue until after the expiration of the twelve months in respect of which the annual leave or part thereof had been taken before it accrued.
- ii. Where annual leave or part thereof has been granted pursuant to s3.4.9(a) hereof, before the right hitherto has accrued due, and the employee subsequently leaves or is discharged from the service of the employer before completing the twelve months' continuous service in respect of which the leave was granted; and the amount paid by the employer to the employee for the annual leave or part so taken in advance exceeds the amount which the employer is required to pay to the employee under S3.4.10 hereof, the employer shall not be liable to make any payment to the employee under S3.4.10 hereof, and shall be entitled to deduct the amount of excess from any remuneration payable to the employee upon the termination of employment.

#### S3.4.10 Proportionate leave on termination

If an employee other than a casual employee, who after one week's continuous service in the first qualifying twelve monthly period or during a subsequent qualifying twelve monthly period with an employer, leaves the employment of the employer or the employment is terminated by the employer, the employee shall be paid at the appropriate rate of wage prescribed in S3.4.7(a) and S3.4.7(b) hereof, for 2.923 hours for each 38 ordinary hours worked and in respect of which leave has not been granted under this clause. Provided that service after 1 December 1973 shall be paid at the appropriate rate of wage prescribed by S3.4.7(a) and S3.4.7(b) hereof, for 3.08 hours for each five ordinary working days worked and in respect of which leave has not been granted under this clause.

### S3.4.11 Calculation of continuous service

- (a) Service shall be deemed to be continuous notwithstanding:
  - (i) any interruption or determination of the employment by the employer if such interruption or determination has been made with the intention of avoiding obligations hereunder in respect of annual leave;
  - (ii) any absence from work on account of personal illness or injury, or on account of leave granted by the employer;
  - (iii) any other absence from ordinary hours of employment due to reasonable cause (proof whereof shall be on the employee);
  - (iv) any break in employment with SPCA; provided that only the aggregate of actual service given within a part of a year shall be taken into account for the purpose of the payment prescribed in S3.4.9(a) and S3.4.9(b) hereof.
- (b) Provided that in cases of personal illness or injury or absence with reasonable cause the employee to be entitled to the benefit of this subclause shall, if practicable inform the employer in writing within 24 hours after the commencement of such absence of inability to attend for duty and as far as practicable the nature of the illness, injury or cause and the estimated duration of the employee's absence.
- iii. Any absence from work by reason of any cause not being a cause specified in this subclause shall not be deemed to break the continuity of service for the purposes of this clause unless the employer during the absence or within fourteen days of the termination of the absence notifies the employee in writing that such absence will be regarded as having broken the continuity of service.
- iv. In cases of individual absenteeism, such notice shall be given in writing to the employee concerned, but in cases of concerted or collective absenteeism notice may be given to employees by the posting up of a notification in the plant, in the manner in which general notifications to employees are usually made in that plant and by posting to the union a copy of such notice not later than the day it is posted up in the plant.
- v. A notice to an individual employee may be given by delivering it to the employee personally or by posting it to the employee's last recorded address, in which case it shall be deemed to have reached the employee in due course by post.
- vi. In calculating the period of twelve months' continuous service, absences not exceeding 25 working days shall be counted as time worked if such absences arise from any of the following:
  - (i) Personal illness or injury certified by a medical practitioner as requiring absence from work;
  - (ii) Compassionate (Bereavement) leave in accordance with clause S3.8 of this agreement.
- vii. Other absences from work shall not be taken into account.



#### S3.4.12 Service before date of agreement

Service before the date of this agreement shall be taken into consideration for the purpose of calculating annual leave, but an employee shall not be entitled to leave or payment in lieu thereof for any period in respect of which leave or payment in lieu thereof has been allowed.

#### S3.4.13 Calculation of month

For the purpose of this clause a month shall be reckoned as commencing with the beginning of the first day of the employment or period of employment in question and as ending at the beginning of the date which in the latest month in question has the same date number as that which the commencing day had in its month and if there be no such day in such subsequent month shall be reckoned as ending at the end of such subsequent month.

#### S3.4.14 Transfer of business

Where there is a transfer of business (as defined in the Act), an employee's service with the old employer will count as service with the new employer for the purpose of this clause.

#### S3.4.15 Close-down

(a) Where SPCA closes down its plant, or a section or sections thereof, for the purposes of allowing annual leave to all or the bulk of the employees in the plant, or section or sections concerned, the following provisions shall apply:

- (i) SPCA may by giving not less than four weeks' notice of its intention so to do stand off for the duration of the close-down all employees in the plant or section or sections concerned who are entitled to annual leave.
- (ii) SPCA may ask the remainder of the employees in the section or sections concerned who have not accrued enough annual leave to cover the break to take unpaid leave. If employees to whom this sub clause applies refuse to take such leave SPCA must find alternative employment for the employees concerned and the employee must be prepared to be redeployed into the alternative employment for the duration of the closedown

#### S3.4.16 Broken leave

- (a) The annual leave shall be given and taken in one or two continuous periods. If the annual leave is given in two continuous periods then one of those two periods must be of at least 21 consecutive days. Provided that if the employer and an employee so agree then the annual leave entitlement may be given and taken in two separate periods neither of which is of at least 21 consecutive days, or in three separate periods.
- (b) Provided further that an employee may, with the consent of the employer, take short-term annual, not exceeding four days in any calendar year, at a time or times separate from any of the periods determined in accordance with this subclause.

#### S3.4.17 Single day annual leave absences

- (a) Notwithstanding provisions elsewhere in the agreement, SPCA and the employees may agree to establish a system of single day annual leave absences, provided that:

- (i) An employee may elect, with the consent of the employer to take annual leave in single day periods or part of a single day not exceeding a total of five days in any calendar year at a time or times agreed between them.
- (ii) Access to annual leave, as prescribed in this clause, shall be exclusive of any shutdown period provided for elsewhere under this agreement.
- (iii) An employee and employer 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.

#### S3.4.18 Application to cash out Annual Leave

During a 12 month period, employees are entitled to make one application to cash out up to 50% of their annual entitlement [i.e. 2 weeks for a full-time employee] **only** in exceptional circumstances. Employees must make the application in writing on the Application to Cash Annual Leave Form [F1000] and their Divisional Manager must ultimately authorise the application.

Paid annual leave must not be cashed out if the cashing out would result in the employee having less than 4 weeks of accrued annual leave. Each cashing out of paid annual leave must be by separate written agreement between the employee and the employer. An employee must be paid the full amount payable as if the employee had taken the leave.

SPCA will not require an employee to cash out annual leave or exert undue influence or pressure on the employee to make an election to cash out.

Cashing out of annual leave is not encouraged, and should the application be approved, subsequent applications will not be encouraged. Only one application per 12 months can be approved.

#### S3.4.19 Direction to take Annual Leave

The company encourages all employees to take their annual entitlement each year and recognises the benefits of taking such leave to the employee.

SPCA will only direct an employee to take up to 25% of their accrued leave if the employee has more than two years of annual leave accrued.

Prior to formally directing an employee to take leave at a time suitable to the company, employees will be formally notified of their outstanding annual leave issue and encouraged to make an application for annual leave to reduce their balance.

### S3.5 ANNUALISED SALARIES

S3.5.1 By agreement annualised salaries may be established between the SPCA and individual employees based on the following factors:

- (a) The department in which the employee works has a stable work projection and would benefit from a salary smoothing arrangement.
- (b) The employee carries out a range of functions that lend themselves to an annualised salary arrangement.

- (c) A group of employees agrees to share rosters, overtime and shift loadings to cover the workload within a discrete area of operations and therefore are willing to smooth their salary arrangements over the year.

S3.5.2 Annualised salary levels will be negotiated with the employees defined in S3.5.1 on a case by case basis relative to the department and the workload. It is the intent that this annualised salary would reflect projected shift loading and annual overtime and be based upon the appropriate pay scale for the particular functions being carried out. It is intended that on average this will not be less than this agreement's weekly payment over the calendar year.

### **S3.6 BREAKS**

#### **S3.6.1 Meal and rest breaks (Day workers)**

- (a) Subject to the provisions of this clause, no day work or day shift employees shall work for more than five and half hours without a break for a meal which break shall be 30 minutes, except where SPCA and the majority of employees covered by this agreement agree to a break of not more than one hour nor less than 30 minutes.
- (b) The time of taking a scheduled meal break or rest break by one or more employees may be altered by SPCA with 24 hours' notice if it is necessary to do so in order to meet a requirement for continuity of operations.
- (c) SPCA may stagger the time of taking a meal break and rest break to meet operational requirements.
- (d) No additional 30 minute rest/meal break shall apply where a day work or day shift employee finishes work for the day not later than 1 1/2 hours after the end of the employee's ordinary hours on any ordinary day or at that time on a Saturday, Sunday or public holiday.
- (e) No midday meal break shall apply where a day work or day shift employee finishes work for the day at or before 12.30 p.m. on a Saturday, Sunday or public holiday.
- (f) In the case of shift workers other than day shift workers, when working overtime including on a Saturday, Sunday or public holiday shift, a further meal break of 30 minutes shall be allowed at the end of such shift where more than 1½ hours' further work is to be performed. Such further meal break shall be paid for as time worked.

In the case of day shift workers, when working overtime including on a Saturday, Sunday or public holiday shift, a further meal break of 30 minutes shall be allowed at the end of shift where more than 1 1/2 hour's further work is to be performed. Such further meal breaks shall not be paid for as time worked except where work is performed pursuant to a three shift (day, afternoon and night) arrangement, the time of such meal breaks shall be counted and paid for as time worked.

- (g) For work performed by a day worker or day shift worker during the employee's recognised mid-day meal break on any ordinary day, time and a half rate shall apply until a meal break is allowed or until cessation of ordinary hours on the day whichever is earlier. Provided that SPCA shall not be obliged to pay such overtime rates to an employee working through the employee's recognised meal break when SPCA grants to the employee an earlier meal break commencing not more than 30 minutes before the employee's recognised meal break.

- (h) Where a day worker or day shift worker is required to work on a Saturday, Sunday or public holiday, the employee shall be notified by SPCA on the preceding actual working day of the time that the mid-day meal break will be taken.
- (i) For work performed by a day worker or a day shift worker on a Saturday, Sunday or public holiday, during such notified midday meal break, the rate of pay then being received by the employee shall be increased by one half until a meal break is allowed or until work ceases for the day, whichever is the earlier.
- (j) Provided that SPCA shall not be obliged to pay such additional rate to an employee working through the employee's notified meal break where SPCA grants to the employee an earlier meal break commencing not more than 30 minutes before the employee's notified meal break.
- (k) Should such an employee refuse to work a minimum of two hours overtime or additional overtime (as the case may be) if so required by SPCA, the employee shall forfeit any right to payment of meal allowance.
- (l) In respect of breaks, the timing of breaks shall be based on the general principle that when a break siren is heard the employee may leave their place of work to attend their place of rest. Upon a a siren indicating the end of the break, the employees is to leave their place of rest and return to their place of work.

#### S3.6.2 Meal breaks and Rest Breaks (Shift workers)

- (a) A meal break of 30 minutes shall be allowed to shift workers on all shifts.
- (b) On afternoon and night shift, the meal break shall be taken as nearly as possible to the middle of the shift.

#### S3.6.3 Meal or meal allowance during overtime

- (a) Where an employee is required and does in fact work for more than 9½ hours on any day such employee shall be paid \$13.30 meal allowance.
- (b) Provided however that a further meal allowance of \$13.30 shall not be paid unless such employee performs an additional four hours of work after the 9½ hours as aforesaid.

#### S3.6.4 Morning and afternoon rest break

Employees shall be allowed morning and afternoon rest break at such times and in such manner as shall not interfere with the continuous running of the factory.

#### S3.6.5 Meal Breaks on continuous shift operations

##### (a) Definition

- (i) For the purposes of this sub clause "straight eight operation" means operation in a defined area of the plant where there is a continuous production working time regime of three eight hour shifts that exceeds 22 hours working time.
- (ii) For the purposes of this clause a "defined area" is an area where employees are working to provide a service or component product required to keep production continuing in that area.

(b) Unpaid Meal Breaks

Where SPCA, within a 24 hour period,

- does not conduct a straight eight operation but
- operates less than three shifts or
- runs three production shifts, the last shift being a short shift and a separate crew for a fourth short shift of cleaning in a defined area;

an unpaid meal break of 30 minutes duration shall be taken as near as possible to the midpoint of each shift.

The parties agree that if production does not cease within five minutes of the 22 hours working time having elapsed, all employees working within the defined area shall be entitled to a paid meal break.

(c) Paid Meal Breaks

In a defined area where there is a straight eight operation, all employees shall receive a paid meal break whilst the straight eight operation continues.

(d) Cleaning of Machinery

In areas of straight eight operation and when it is required that the machinery be cleaned for part of a shift, those seasonal/temporary employees not required shall be dismissed for the evening without further payment. Those employees who remain on duty to clean the machinery or some ancillary function associated with the machinery shall be entitled to a paid meal break on the cleaning shift.

An equivalent number of employees to those remaining on shift from within the area of straight eight operation, on all other shifts, shall receive a paid meal break on a rotational basis.

(e) Component product areas, Service Areas and Warehousing

- (i) In areas that provide component product or a service such as quality control, to a number of production areas some of which are not working straight eight operations, only the employee or employees providing the service or component product required to keep production continuing in the straight eight operation will receive a paid meal break.
- (ii) To ensure fairness in the component product or service areas, rosters shall be developed by the appropriate team leaders or supervisors to ensure rotation of employees into positions that will receive the paid meal break.
- (iii) If at any time the straight eight production ceases due to seasonal fluctuations, the person in the position at the time of the cessation shall be stood down. The person who is stood down will not be able to claim to be restarted in that position if their allotted time according to the roster has expired.

## **S3.7 COMPETENCY BASED CLASSIFICATION STRUCTURE**

### **S3.7.1 Grades**

Attachment 3 to this agreement sets out the classification grades from S1 to S9.

### **S3.7.2 Casual, Seasonal and Temporary Employees**

Casual, Seasonal, and Temporary Employees shall be provided with appropriate training in accordance with the provisions of this clause.

### **S3.7.3. Progression through Classification Structure**

This sub clause details the aim of the parties to the agreement in respect of training, the rules applying to the deployment of employees and the requirements to progress between the levels of the classification structure found at attachment 3.

The classification structure is found at Attachment 3 of this agreement and forms part of this agreement. It details the agreed indicative responsibilities, indicative tasks and key indicative assessment tasks and the whole of attachment 3 is to be considered when a classification decision is being made.

The aim of this agreement is to promote multi-skilling across the Business and to provide employees with a career and learning path.

Advancement through all S-Levels will be in accordance with the rules prescribed within the table headed "Mandatory Qualifications at each level and rules applying to appointment" found in attachment 3 and will apply only if the job of employees warrants reclassification as per the "Job analysis and Classification Scoring Chart" found in appendix 3.

Employees will be deployed in accordance with their attained competencies or, if training, to attain new competencies.

The Company commits to provide training to all employees to minimum legal and Company requirements as found at the S3 Level.

The Company shall, after one month of service, pay employees the S2 level rate of pay.

Employees shall be provided with appropriate induction within one month of employment.

Conflict Resolution is a part of the "lead teams and groups" unit in certificate three and to achieve promotion beyond S6, must be completed.

The selection of required competencies at each level will be drawn from the SPCA Approved Competency Index developed and approved by the Training Committee.

The coordinator of each work area (in consultation with other levels of management and key operators) shall determine the competency requirements for employees. The competency requirements shall be based on the needs of the business in that work area and shall be taken from the SPCA Approved Competency Index.

Training shall be offered in a timely manner in accordance with an agreed schedule developed and reviewed annually by the Training Committee.

All employees will be offered work related training that shall be accredited within the Australian Qualifications Framework.

Training is mandatory at all levels for all matters that are a legal requirement. Food Safety, OH&S, Quality, Environment

In the event that the Company fails to provide training within 12 months to new employees; such employees will be paid relevant back pay from the time they achieved the competencies for their designated level.

#### S3.7.4 Transition between Levels:

The following transitions will apply if employees are employed in positions that are scored according to the "Job analysis and Classification Scoring Chart" in appendix 3 at a higher level than their current pay classification:

S1 to S2 Transition: Transition for S1 to S2 will occur after 1 month of permanent Full time employment or equivalent Part time employment and on achievement of Product Handling, OH&S and QA AQF 1 Units, as per attachment 3 and the employee will be working in an S2 role..

S2 to S3 Transition: Transition from S2 to S3 will occur on achievement of Certificate 1 accreditation and after 4 months of permanent Full time employment or equivalent Part time employment, as per attachment 3 and the employee will be working in an S3 role.

S3 to S4 Transition: Transition from S3 to S4 will occur when an employee completes a minimum of four relevant AQF2 competencies and has a minimum of 12 months cumulative service with the Company as per attachment 3 and the employee will be working in an S4 role. These competencies will be described in the employee's department plan.

S4 to S5 Transition: Transition from S4 to S5 will occur when the employee completes a further four relevant AQF2 competencies and has a minimum of 2 years cumulative service with the Company as per attachment 3 and the employee will be working in an S5 role. These competencies will be described in the employee's department plan.

S5 to S6 Transition: For employees to acquire an S6 Level they must have achieved AQF Certificate Level 2 and a minimum of 2 years cumulative service with the Company as per attachment 3 and the employee will be working in an S6 role. These competencies will be described in the employee's department plan.

S3.7.3.3 Timing of Training and Assessment: As the training of specialist competencies is associated with the operating of machinery within the factory, assessment at this level will be determined by availability and opportunity of such positions and seasonal factors.

Provisional appointment to positions for a period of three months to allow employees to satisfy competency assessment shall be allowed.

Employees who are provisionally appointed to a higher level will have the opportunity to train and be assessed in technical competencies commencing within 1 month of provisional

promotion to the higher level. Should opportunities for training and assessment not arise within this time the matter will be reviewed by the Site's Training Committee.

Employees who are given the opportunity to train and be assessed but do not satisfy competency requirements (excluding those who do not receive training as required by this subclause) within the provisional three month time frame shall be informed that the position will be readvertised and the employee shall be returned to their original level. This does not preclude the employee from applying for the position again and receiving provisional appointment for a further period.

S3.7.5 At the end of a provisional appointment an employee will either return to their original position and classification or shall be confirmed at the higher level.

S3.7.6 Eligibility: All employees will be eligible to be trained and assessed to the S6 Level by the Company; however this will depend on availability of suitable skill development opportunities and the training plan outlined by the Site's training committee.

If the Company identifies that there are insufficient employee skills available in a section, employees from that section who wish to attain higher classification levels may train to attain the required competencies in other sections by making themselves available to work in the new competencies.

S3.7.7 Assessment: Assessment will occur when:

- The Unit has been approved as suitable for the employee by the training committee
- Any required 'classroom' training has been successfully completed; and
- The 'on the job' training component has been successfully completed

S3.7.8 Classification and Pay: Upon the successful completion of all training requirements for a classification level and the employee is working at the new level the employee's pay rate will increase to the new classification's rate of pay only if their job is reclassified higher in accordance with the "Job analysis and Classification Scoring Chart" in appendix 3.

Any employee who is temporarily stepped down from working at a higher classification job will continue to be paid at their current level.

S3.7.9 Positions at S7 and above

All new available roles at S7 and beyond will be advertised *internally* by the Company in the first instance.

Applicants for advertised positions will have position descriptions made available to them that detail the functions, tasks, responsibilities and underpinning knowledge required for the advertised position.

Employees at S7 and above will be provided with training above AQF2

The selection of employees for these roles will be at the discretion of the Company.

The Company recognises the value of Competency Based Training and where appropriate will support the development of employees to achieve AQF3 or S9 Classification.

Each role S7 and above will have their own training plan attached to them



The competency requirements and service requirements for the roles S7 and above are found at attachment 3.

#### S3.7.10 Transitional Arrangements for current employees

As a general principle, employees shall be placed on the classification commensurate to the work they perform. Employees are entitled to a review of that classification by following the grievance process of this agreement and during the review process the status quo shall remain. The parties agree that mismatched classifications will be dealt with in the following way.

##### (a) Position classification requirement below Incumbent classification

If a position is found, after assessment utilising the "Job analysis and Classification Scoring Chart" in attachment 3, to be below that of the current incumbent the following shall apply:

Employees prepared to train shall be classified at the indicative classification level (that indicated by the job scoring chart in attachment 3) but will be allowed training to their old level if that level was above S6, they will be encouraged to apply for jobs at the higher level,

their current pay rate will be frozen until they have completed any training and attained competencies required to operate in the higher level as well as being placed in a position commensurate with the higher level.

Employees who are currently classified at a higher rate than the scoring chart indicates and do not want to undertake training to this level will assume the indicative classification (that indicated by the scoring chart) and have their current pay rate frozen until their current rate of pay is matched by the indicative classification (that indicated by the scoring chart) rate of pay.

Employees who have been transferred to lower level positions as required by the Company and were given undertakings to maintain their current level of pay, and classification shall continue to be paid at their current classification rate including all incremental increases found in the agreement.

##### (b) Position classification requirement exceeds Incumbent classification

If after assessment utilising the "Job analysis and Classification Scoring Chart" in attachment 3, a position is found to exceed the classification of the current incumbent that incumbent shall be offered training that is required to fill identified skills gaps and upon completion of training and assessment shall be promoted to the new level, have their pay rate adjusted appropriately from the date of completion of the required training and assessment.

#### S3.7.11 Process of Opting Out:

Employees will be introduced to the competency based training structure during the induction process. At this time they will be provided with a description of the importance of competency based training in developing accredited skills and therefore defining an employee's long term classification. They will be encouraged to participate but offered a form to complete that allows them to 'opt out' of the competency based training process after attaining Certificate 1.

After completion of Certificate 1 all employees will be offered accredited work related training and be expected to gain the desired competencies but may 'opt out' by submitting a

withdrawal form to the HR Manager. If they do so they will be deemed to be accepting their classification at the time of opting out.

Training is mandatory at all levels for all matters that are a legal requirement. Food Safety, OH&S, Quality, Environment and opting out is not possible for these matters.

#### S3.7.12 Dispute Resolution

Any dispute relating to matters pertaining to this clause shall be dealt with in the following manner.

- (a) The facts of any dispute or grievance will in the first instance be discussed without delay between the employee/s and the appropriate supervisors or members of the management team. The relevant shop steward/s shall be present if requested by the employee/s.
- (b) If not settled, the matter shall be referred to the Training Committee.
- (c) If the matter is not settled it will be submitted to the dispute resolution process of the agreement

#### S3.7.13 Classification Review

Employee classification will be reviewed at a minimum on an annual basis in June of each year. A more frequent review may occur for individuals upon formal application, such application to outline the reasons why the employee believes the review to be necessary. In the life of this agreement a full skills audit of both job classifications and employees classifications will be conducted with any change to job classifications and any subsequent impacts on employee classifications, or separate reviews of employee classifications applicable at the conclusion of the review process. There shall be no back payment where employee classifications improve. In incidences where the classification decreases the conditions at S3.7.10(a) shall apply.

#### S3.7.14 Training Processes

- (a) Training shall normally be provided "on the job" but elements will be provided in a classroom environment. The Company will release employees to attend classroom training and employees will be required to attend such training.
- (b) Paid training leave in accordance with the agreed training plan based on the business needs shall be provided. Where an employee undertakes such training it shall be conducted as far as practicable in the employee's usual working time and the employee shall not lose pay for attendance or extra travel associated with such training.
- (c) Where it is necessary for the employee to attend training outside of the employee's usual working time the employee shall be paid for such attendance or extra travel as if the employee had worked.
- (d) Fees, materials or any other reasonable costs associated with the training referred to in Clause S3.7.14(a) and authorised as a legitimate training expense by management shall be reimbursed by the Company.

(e) Self Improvement Initiatives

In addition to the training provided in this subclause above employees may apply for support for other training under the Company Training Policy and the conditions of that Policy will then apply.

(f) Training Administration

A training committee, consisting of

- one elected employee from Production and
- one elected employee Labelling/Packaging and Warehousing
- one elected employee from Mooroopna site
- A representative from the Union and
- An equivalent number of management appointees shall be established and known as the Training Committee. The first election shall be conducted during July 2010 and until then the existing interim committee shall continue in operation.
- The training committee will identify and agree:
  - The training priorities for the site and each work area.
  - The method of selection of employees for training.
  - The selection of trainers and place and schedule of training delivery.
  - An appeal process in relation to individual assessments.
- The site training plan developed by the training committee will be consistent with business needs of the operation. The training committee will also ensure no false barriers are in place for appropriate movement of employees from S1 to S6.
- The site training committee will agree the competencies from the national competency standards list which are required for each work area. This will include competencies which may be required occasionally and those which may be required to meet agreed future work requirements. In order to maximise potential career paths the work area chosen should be broad and not narrow

Compulsion to Train All employees shall be trained to legal and company minimum requirements relating to Food Safety, OH&S, Quality, Environment but before progressing to a higher classification level they will be required to meet the requirements for that higher level including any gap in the competencies they already hold.

S3.7.15 A training bonus of \$500 will be paid to permanent employees completing AQF level 3 and a bonus of \$300 shall be paid to permanent employees completing AQF level 2 as an incentive to train, payable on successful completion of the required training. The bonus shall only be paid for competencies completed during the life of this agreement

S3.7.16 The SPCA Skills Matrix. (See attachment 3 to this agreement)

### **S3.8 COMPASSIONATE LEAVE**

S3.8.1 An employee is entitled to compassionate leave in accordance with the NES. Casual employees, will be entitled to two days unpaid leave.

S3.8.2 All employees are entitled to 3 days paid leave on each occasion for the purpose of spending time with a member of the employee's immediate family or household who:

- Contracts or develops a personal illness that poses a serious threat to his or her life; or
- Sustains a personal injury that poses a serious threat to his or her life; or
- After the death of a member of the employee's immediate family or household : and

- on production of satisfactory evidence (if required by SPCA) of the death sickness or injury in Australia or overseas of either a member of the employees immediate family or household.

A member of the employee's immediate family means a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of an employee; or a child, parent, grandparent, grandchild or sibling of the employee's spouse or de facto partner.

S3.8.3 An employee who is entitled to a period of compassionate leave for a particular permissible occasion is entitled to take compassionate leave as:-

- A single unbroken period of 3 days; or
- Three separate periods of one day each; or
- Any separate periods to which the employee and SPCA agree.

S3.8.4 An employee who is entitled to a period of compassionate leave because a member of the immediate family of the employee or a member of the employee's household has contracted or developed a personal illness, or sustained a personal injury, is entitled to start to take the compassionate leave at any time while the injury persists.

### **S3.9 EMPLOYEE JOURNEY INSURANCE**

SPCA will provide Employee Journey Insurance for employees travelling to and from work who are covered by this agreement. The specific policy details are available from the Human Resource Department.

### **S3.10 FIRST AID ALLOWANCE**

S3.10.1 An employee who has been trained to render first aid and who is the current holder of appropriate first aid qualifications such as a certificate from St. John Ambulance or similar body will be paid a First Aid allowance if appointed by SPCA to perform first aid duty.

S3.10.2 SPCA shall train and roster competent people to be responsible for the provision first aid on each day or shift and shall pay to them a minimum amount of \$6.19 allowance per day extra in addition to all other payments due to them under this agreement.

### **S3.11 HOURS OF WORK**

S3.11.1 The ordinary hours of day work shall be 38 per week.

S3.11.2 Except for shift workers, the ordinary hours of work shall be worked in five days of not more than eight hours continuously except for breaks for meals between 6.00 a.m. and 6.00 p.m. on Mondays to Fridays inclusive.

S3.11.3 The daily starting and finishing times for day work shall be fixed by SPCA within the spread of hours prescribed by S3.12.2 hereof and shall not be altered except on one week's notice, or during the season two days' notice, given to the employee.

S3.11.4 An employee on day work or day shift may be transferred to an afternoon or night shift on at least 48 hours notice by the employer. Where an employee is so transferred without at least 48 hours notice, the shift or part thereof worked by the employee without that notice shall, for the purpose of this clause be deemed to be part of the employee's ordinary 38 hours of work. Such work shall be paid for at an extra half rate for the first three hours and an extra full rate

thereafter on a daily basis in addition to the employee's ordinary rate of pay and appropriate shift penalties. Provided that this sub-clause shall not apply where with the consent of the employer, an employee agrees with another employee independently to exchange a rostered shift to suit the mutual convenience of the employees concerned.

S3.11.5 Notwithstanding the provision of S3.11.1, S3.11.2, S3.11.3 and S3.11.4 hereof SPCA may depart from the provisions of S3.11.1, S3.11.2, S3.11.3 and S3.11.4 hereof and may apply the provisions set out in S3.11.6 subject to agreement with the employees affected.

S3.11.6 Ordinary hours of work may include shifts of up to twelve hours duration provided that:

- (a) any such agreement shall be with each employee in the section or sections concerned;
- (b) the arrangement shall be subject to the following conditions:
  - (i) SPCA and the employees concerned shall be guided by the Occupational Health and Safety Provisions of the ACTU Code of Conduct on twelve hour shifts;
  - (ii) proper health monitoring procedures shall be introduced;
  - (iii) suitable roster arrangements shall be made prior to the introduction of such shifts; and
  - (iv) proper supervision shall be provided by SPCA.

### **S3.12 INCOME PROTECTION INSURANCE**

S3.12.1 All Permanent employees at the commencement of this agreement will automatically contribute and become members of an Income Protection Insurance Policy Scheme.

S3.12.2 All new permanent employees commencing after the date of operation of this agreement will be required to be members of and contribute to the Income Protection Insurance Policy scheme.

S3.12.3 SPCA has no responsibility to advance sick leave payments, wages or any other payment that an employee has not accrued under the terms of this agreement if the employee has voluntarily requested to be withdrawn from the Income Protection Insurance Scheme at the commencement of the scheme.

S3.12.4 The eligible payroll of participating employees is the dollar amount of the payroll for the people being covered by the scheme. SPCA shall contribute a maximum of 0.7% of the eligible payroll or 50% of the cost of an income protection policy, whichever is the least.

### **3.13.4 COMMUNITY SERVICE LEAVE**

S3.13.1 Employees, including casual employees, are entitled to be absent from work for the purpose of performing certain community service activities such as:

- (a) a 'voluntary emergency management activity'
- (b) jury service (including attendance for jury selection) that is required by or under a law of the Commonwealth, a State or a Territory.

S3.13.2 An employee engages in a voluntary emergency management activity only if they:

- (a) engage in an activity that involves dealing with an emergency or natural disaster
- (b) the employee engages in the activity on a voluntary basis
- (c) the employee is a member of, or has a member- like association with, a 'recognised emergency management body' and either:
- (d) the employee was requested by or on behalf of the body to engage in the activity or
- (e) no such request was made, but it would be reasonable to expect that if the circumstances had permitted the making of such a request, it is likely that such a request would have been made.

S3.13.3 There is no set limit on the amount of community service leave an employee is entitled to.

S3.13.4 An employee is entitled to be absent from his or her employment:

- (a) for the time that the employee is engaged in the eligible community service activity, including reasonable travelling time associated with the activity, and reasonable rest time immediately following the activity
- (b) if the absence is reasonable in all the circumstances (jury service is taken to always be reasonable).

S3.13.5 An employee's absence from his or her employment is not covered by community service leave unless the employee complies with the notice and evidence requirements.

S3.13.6 An employee who wants an absence from his or her employment to be covered by community service leave must give his or her employer:

- (a) notice of the absence as soon practicable
- (b) the period or expected period of absence
- (c) an employer may require an employee, who has given notice of taking community service leave, to provide evidence that would satisfy a reasonable person that the employee is entitled to the leave.

S3.13.7 Community service leave depending on circumstance can be either paid or unpaid, except in relation to jury service where an employee (other than a casual) is entitled to 'make-up pay' for the period of jury service. Make-up pay is the difference between any jury service pay the employee receives (excluding any expense – related allowances) and the employee's 'base rate of pay' for the ordinary hours they would have worked. Base rate of pay excludes incentive-based payments and bonuses, loadings, monetary allowances, overtime and penalty rates, or any other separately identifiable amounts.

S3.13.8 An employer may require the employee to provide evidence that would satisfy a reasonable person:

- (a) that the employee has taken all necessary steps to obtain any amount of jury service pay to which the employee is entitled *and*
- (b) the total amount of jury service pay that has been paid, or is payable, to the employee for the period (even if there was no jury service payment).
- (c) If the employer requires evidence, then the employer is only required to pay the employee upon receipt of the evidence.

### **S3.14 ARMY RESERVE LEAVE**

- S3.14.1 An employee, other than a casual or a seasonal/ temporary employee required to attend for army reserve duty during the employee's ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of attendance for army reserve duty and the amount of wage the employee would have received in respect of the ordinary time the employee would have worked had the employee not been on army reserve duty subject to the following conditions:
- S3.14.2 The employee shall advise the employer as soon as practicable that the employee had to attend for army reserve duty, and if required by the employer, produce the notice to attend.
- S3.14.3 An employee who has been given more than seven days' notice to attend for army reserve duty shall give the employer at least seven days' notice and if the employee fails to give such notice, without reasonable excuse, the employee shall forfeit entitlement to payment by the employer.
- S3.14.4 An employee on day shift or day work who is not required for army reserve duty after 1.00 p.m. on any day shall contact the employer by telephone to ask whether the employer requires the employee's to report for the balance of the day, and if so required, the employee shall so report.
- S3.14.5 An employee on afternoon shift or night shift who is discharged or excused from army reserve duty upon the day upon which the employee is first called shall report for work:
- (a) in the case of an afternoon shift employee, if possible at the employee's normal starting time or as soon thereafter as possible after being discharged from army reserve duty; and
  - (b) in the case of a night shift employee, at the employee's normal starting time;
- 3.14.6 The employee shall give the employer proof of attendance, the duration of such attendance and the amount received in respect of army reserve duty.

### **S3.15 LONG SERVICE LEAVE**

Employees are entitled to the *Long Service Leave Act 1992*(Victoria). Where there is an inconsistency between the agreement and Act, the higher provision will apply to the employee, refer Attachment 1.

### **S3.16 LUMPING ALLOWANCE**

Employees whose work involves the continuous manual lifting of any items weighing more than 15 kg for more than one hour shall be entitled to an allowance of 25 cents an hour

### **S3.17 MAKE-UP TIME**

- S3.17.1 An employee may elect, with the consent of SPCA, to work make-up time under which the employee takes time off during ordinary hours, and work those hours at a later time, during the spread of ordinary hours provided in this agreement.
- S3.17.2 An employee on shift work may elect, with the consent of SPCA, to work make-up time under which the employee takes time off ordinary hours and work those hours at a later time, at the shift work rate which would have been applicable to the hours taken off.

### **S3.18 OVERTIME AND PENALTY RATES**

S3.18.1 Subject to the other provisions of this clause and subject further to the Public Holidays clause of this agreement overtime shall be paid to employees at the following rates:

#### **S3.18.2 Day workers**

(a) Monday to Friday inclusive

For all time worked before 6.00 a.m. or after 6.00 p.m. or before the fixed starting time or after the fixed finishing time on any day, Monday to Friday inclusive, or in excess of eight ordinary hours on any such day - time and a half for the first three hours and double time thereafter, such double time to continue until the completion of the overtime work.

(b) Saturday

For all time worked on a Saturday until noon – Saturday Penalty Rates of time and a half for the first three hours and double time thereafter and after noon - double time will be paid.

#### **S3.18.3 Shift workers**

(a) For all time worked before the fixed starting time of any shift or after the fixed finishing time of any shift or in excess of eight hours on any shift, or in excess of 38 ordinary hours on shift in any week - time and a half for the first three hours and double time thereafter plus for all such overtime 20% of ordinary time if on afternoon shift or 30% of ordinary time if on night shift. Such entitlements shall continue until the completion of overtime work.

(b) Where work commences on a Saturday until noon – Saturday Penalty Rates of time and a half for the first three hours and double time thereafter up to noon, plus for all such work 20% of ordinary time if on afternoon shift and after noon, double time, plus 20% of ordinary time if on afternoon shift or 30% of ordinary time on night shift will be paid.

#### **S3.18.4 Day's work - to stand alone**

Except as otherwise provided in S3.18.5 hereof in calculating overtime each day's work shall stand alone.

#### **S3.18.5 Ten hours' break after overtime**

(a) When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least ten consecutive hours off duty between the work of successive days.

(b) An employee who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day that the employee has not had at least ten consecutive hours off duty between those times shall subject to this subclause, be released after completion of such overtime until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

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



### S3.18.6 Minimum payment – Saturday

- (a) In the case of an employee on day work working on a Saturday, or being notified to work on a Saturday and on reporting for duty is advised that the employee's services are not required, the employee shall be paid Saturday Penalty Rates for a minimum of two and one half hours work calculated at the rate of time and a half until twelve noon and at double time thereafter subject to the rate of double time applying when an employee is notified to report for work at twelve noon or later.
- (b) The provisions of the foregoing paragraph shall also apply to an employee on shift work, except that the minimum payment for afternoon or night shift employees shall be Saturday Penalty Rates for two and one half hours work at double time plus 20% or 30% respectively of ordinary time

### S3.18.7 Requirement to work reasonable overtime and weekend work

- (a) Subject to clause S3.18.7 (b) SPCA may require an employee to work reasonable overtime at overtime rates.
- (b) An employee may refuse to work overtime or weekend work in circumstances where the working of such overtime or weekend work would result in the employee working hours which are unreasonable having regard to:
  - any risk to employee health and safety
  - the employee's personal circumstances including any family responsibilities;
  - the needs of the workplace or enterprise;
  - the notice (if any) given by SPCA of the overtime or weekend work and by the employee of his or her intention to refuse it; and
  - any other relevant matter.
- (c) Provided further that weekend work shall be arranged by SPCA to allow, whenever possible, an average of one Saturday or Sunday free of duty in every two weekends.
- (d) Notwithstanding the provisions of S3.18.1 to S3.18.4 hereof inclusive, SPCA may depart from the provisions of S3.18.1 to S3.18.4 hereof inclusive pursuant to and for the purposes of an agreement in relation to extended shifts
- (e) Any such agreement shall comply with and be processed according to the provisions of this agreement
- (e) The arrangements shall be subject to the following conditions:
  - (i) the SPCA and the employees concerned shall be guided by the Occupational Health and Safety Provisions of the ACTU Code of Conduct on twelve hour shifts;
  - (ii) proper health monitoring procedures shall be introduced;
  - (iii) suitable roster arrangements shall be made prior to the introduction of such shifts; and
  - (iv) proper supervision shall be provided by SPCA.

### S3.18.8 Call back

- (a) An employee recalled to work overtime after leaving SPCA's business premises (whether notified before or after leaving the premises) shall be paid for a minimum of four hours' work at the appropriate rate for each time the employee is recalled, provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full four hours if the job the employee was recalled to perform is completed within a shorter period. This subclause shall not apply in cases where it is customary for an employee to return to the SPCA's premises to perform a specific job outside the employee's ordinary working hours, or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.
- (b) Overtime worked in the circumstances specified in this subclause shall not be regarded as overtime for the purpose of S3.19.3 hereof when the actual time worked is less than three hours on such recall or on each of such recalls.

### S3.18.9 Time off in lieu of payment for overtime Notwithstanding provisions elsewhere in this agreement, SPCA and the majority of employees at an enterprise may agree to establish a system of time off in lieu of overtime provided that:

- (a) An employee may elect, with the consent of SPCA, to take time off in lieu of payment for overtime at a time or times agreed with SPCA.
- (b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate that is an hour for each hour worked.
- (c) SPCA shall, if requested by an employee, provide payment, at the rate provided for the payment of overtime in this clause, for any overtime worked under S3.18.7.1 hereof where such time has not been taken within four weeks of accrual.

### S3.19 OWNERSHIP OF WORK PRODUCT

All material, work, ideas, concepts, designs, inventions and systems developed or produced by an employee whilst at work and in the course of their employment will be the sole property of SPCA to use in its discretion in any manner it sees fit in perpetuity i.e. intellectual property right.

### S3.20 PARENTAL LEAVE

Parental leave is leave that allows you and your family to share in the important event of caring for a new born or adopted child. It encompasses maternity leave, paternity leave and adoption leave.

An employee is entitled to parental leave in accordance with the NES.

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

The provisions of this clause apply to all employees excluding those who are not eligible, schedule 7 employees.

An eligible schedule 7 employee means an employee:

- (a) employed by a SPCA on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months; and
- (b) who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.

For the purposes of this clause, continuous service is work for SPCA on a regular and systematic basis (including any period of authorised leave or absence).

SPCA will not fail to re-engage a schedule 7 employee because:

- (a) the employee or employee's spouse is pregnant; or
- (b) the employee is or has been immediately absent on parental leave.

The rights of SPCA in relation to engagement and re-engagement of schedule 7 employees are not affected, other than in accordance with this clause.

### S3.20.1 Definitions

S3.20.1(a) For the purpose of this clause child means a child of the employee under school age or a child under school age who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.

S3.20.1(b) Subject to S3.20.2(c), in this clause, spouse includes a de facto or former spouse.

S3.20.1(c) In relation to S3.20.8, spouse includes a de facto spouse but does not include a former spouse.

### S3.20.2 Basic entitlement

S3.20.2(a) After twelve months continuous service, parents are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child. For females, maternity leave may be taken and for males, paternity leave may be taken. Adoption leave may be taken in the case of adoption.

S3.20.2(b) Subject to S3.20.6(f), parental leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:

S3.20.2(b)(i) for maternity and paternity leave, an unbroken period of up to one week at the time of the birth of the child;

S3.20.2(b)(ii) for adoption leave, an unbroken period of up to three weeks at the time of placement of the child.

S3.20.2(b)(iii) In relation to maternity leave – a mother (who is not a seasonal/ temporary or casual employee) is entitled to 8 weeks paid leave immediately after the child's birth

S3.20.2(b)(iv) In relation to paternity leave – a father (who is not a seasonal/ temporary or casual employee) is entitled to 1 week paid leave around the time of the birth

S3.20.2(b)(v) In relation to adoption leave – an employee (who is not a seasonal/ temporary or casual employee) is entitled to 4 weeks paid leave at the time of placement if the employee is the primary carer

S3.20.2(b)(vi) Any period of paid parental leave arising from this clause will be deducted from the period of unpaid parental leave to which the employee is entitled arising from this agreement.

The entitlement to parental leave is not extended for multiple births.

Parental leave is paid at the employee's weekly ordinary time rate of pay for the period of the leave (as per long service leave and sick leave).

S3.20.2(b)(vii) Employees taking parental leave may elect to double the period of paid leave arising from this clause, to be paid at 50% of the employee's weekly ordinary time rate of pay. Provided that this extended period of paid leave falls within the period of unpaid parental leave to which the employee is entitled arising from legislation or industrial agreement.

#### S3.20.4 Variation of period of parental leave

Where an employee takes leave under S3.20.2(a) or S3.20.4(a)(ii), unless otherwise agreed between SPCA and the employee, an employee may apply to SPCA to change the period of parental leave on one occasion. Any such change is to be notified as soon as possible but no less than four weeks prior to the commencement of the changed arrangements. Nothing in this clause detracts from the basic entitlement in S3.20.2(a) or S3.20.4(a)(ii).

#### S3.20.5 Right to request

S3.20.4(a) An employee entitled to parental leave pursuant to the provisions of S3.20.2 may request SPCA to allow the employee:

S3.20.4(a)(i) to extend the period of simultaneous unpaid parental leave provided for in clause S3.20.2(b) up to a maximum of eight weeks;

S3.20.4(a)(ii) to extend the period of unpaid parental leave provided for in S3.20.2(a) by a further continuous period of leave not exceeding 12 months;

S3.20.4(a)(iii) to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.

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

S3.20.4(c) Employee's request and SPCA's decision to be in writing  
The employee's request and SPCA's decision made under S3.20.4(a)(ii) and S3.20.4(a)(iii) must be recorded in writing.

#### S3.20.4(d) Request to return to work part-time

Where an employee wishes to make a request under S3.20.4(a)(iii), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

#### S3.20.6 Maternity leave

S3.20.5(a) An employee must provide notice to SPCA in advance of the expected date of commencement of parental leave. The notice requirements are:

S3.20.5(a)(i) of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the employee is pregnant) - at least 10 weeks;

S3.20.5(a)(ii) of the date on which the employee proposes to commence maternity leave and the period of leave to be taken - at least 4 weeks.

S3.20.5(b) When the employee gives notice under S3.20.5(a)(i) the employee must also provide 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.

S3.20.5(c) An employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.

S3.20.5(d) Subject to S3.20.2(a) and unless agreed otherwise between SPCA and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of birth.

S3.20.5(e) Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, SPCA may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.

#### S3.20.5(f) Special maternity leave

S3.20.5(f)(i) Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child, then the employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.

S3.20.5(f)(ii) Where an employee is suffering from an illness not related to the direct consequences of the confinement, an employee may take any paid sick leave to which she is entitled in lieu of, or in addition to, special maternity leave.

S3.20.5(f)(iii) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid sick leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid sick leave, special maternity leave and parental leave, including parental leave taken by a spouse, may not exceed 52 weeks.

S3.20.5(g) Where leave is granted under S3.20.5(d), during the period of leave an employee may return to work at any time, as agreed between SPCA and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.

#### S3.20.6 Paternity leave

S3.20.6(a) An employee will provide to SPCA at least ten weeks prior to each proposed period of paternity leave, with:

S3.20.6(a)(i) 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

S3.20.6(a)(ii) written notification of the dates on which he proposes to start and finish the period of paternity leave; and

S3.20.6(a)(iii) except in relation to leave taken simultaneously with the child's mother under S3.20.2(b) and S3.20.4(a)(i) a statutory declaration stating:

S3.20.6(a)(iii)(A) he will take that period of paternity leave to become the primary care-giver of a child;

S3.20.6(a)(iii)(B) particulars of any period of maternity leave sought or taken by his spouse; and

S3.20.6(a)(iii)(C) that for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

S3.20.6(b) The employee will not be in breach of S3.20.6(a) if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

### S3.20.7 Adoption Leave

S3.20.7(a) The employee will notify SPCA at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.

S3.20.7(b) Before commencing adoption leave, an employee will provide SPCA with a statutory declaration stating:

S3.20.7(b)(i) the employee is seeking adoption leave to become the primary care-giver of the child;

S3.20.7(b)(ii) particulars of any period of adoption leave sought or taken by the employee's spouse; and

S3.20.7(b)(iii) that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.

S3.20.7(c) SPCA may require an employee to provide confirmation from the appropriate government authority of the placement.

S3.20.7(d) Where the placement of child for adoption with an employee does not proceed or continue, the employee will notify SPCA immediately and SPCA will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.

S3.20.7(e) An employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.

S3.20.7(f) An employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The employee and SPCA should agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to two days unpaid leave. Where paid leave is available to the employee, SPCA may require the employee to take such leave instead.

### S3.20.8 Parental leave and other entitlements

An employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks or longer as agreed under S3.20.4.

### S3.20.9 Transfer to a safe job

S3.20.9(a) Where an employee is pregnant and, 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 will, if SPCA 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.

S3.20.9(b) If the transfer to a safe job is not practicable, the employee may elect, or SPCA may require the employee to commence parental leave for such period as is certified necessary by a registered medical practitioner.

### S3.20.10 Returning to work after a period of parental leave

S3.20.10(a) An employee will notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.

S3.20.10(b) Subject to S3.20.10(d), an employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to S3.20.9, the employee will be entitled to return to the position they held immediately before such transfer.

S3.20.10(c) Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

S3.20.10(d) A schedule 8 employee who is employed by a labour hire company who performs work for a client of the labour hire company will be entitled to the position which they held immediately before proceeding on parental leave.

S3.20.10(e) Where such a position is no longer available, but there are other positions available that the employee is qualified for and is capable of performing, SPCA shall make all reasonable attempts to return the employee to a position comparable in status and pay to that of the employee's former position.

### S3.20.11 Replacement employees

S3.20.11(a) A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.

S3.20.11(b) Before SPCA engages a replacement employee SPCA must inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

### S3.20.12 Communication during parental leave

S3.20.12(a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, SPCA shall take reasonable steps to:

S3.20.12(a)(i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and

S3.20.12(a)(ii) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

S3.20.12(b) The employee shall take reasonable steps to inform SPCA about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.

S3.20.12(c) The employee shall also notify SPCA of changes of address or other contact details which might affect SPCA's capacity to comply with S3.20.12(a).

### **S3.21 PART-TIME EMPLOYMENT**

#### **S3.21.1 Weekly based Part Time Arrangements**

- a. An employee may be engaged in accordance with agreement provisions for full-time employees to work on a part-time basis involving a regular pattern of hours which shall average less than 38 hours per week.
- b. A part-time employee must be engaged for a minimum of four consecutive hours in any day or shift.

#### **S3.21.2 Before commencing part-time employment, the employee and the employer must agree:**

- (a) Upon the hours to be worked by the employee, the days upon which they will be worked and the commencing and finishing times for the work; and
- (b) Upon the classification applying to the work to be performed in accordance with this agreement

S3.21.3 Except as otherwise provided in this agreement a part-time employee is entitled to be paid for the hours agreed upon in accordance with S3.21.2(a) hereof.

S3.21.4 The terms of this agreement may be varied by consent.

S3.21.5 The terms of this agreement and any variation to it shall be in writing and retained by the employer. A copy of the agreement and any variation to it shall be provided to the employee by the employer.

S3.21.6 The terms of this agreement shall apply pro rata to part-time employees on the basis that ordinary hours for full-time employees are 38.

#### **S3.21.7 Overtime**

A part-time employee who is required by the employer to work in excess of the hours agreed upon in accordance with S3.21.2(a) and S3.21.3 hereof, shall be paid overtime in accordance with clause S3.18 – Overtime and Penalty Rates, of this agreement.



### S3.21.8 Public holidays

Where a part-time employee's normal paid hours fall on a public holiday prescribed in clause S3.24 - Public Holidays, of this agreement and work is not performed by the employee, such employee shall not lose pay for the day. Where the employee works on the public holiday, such employee shall be paid in accordance with clause S3.23 of this agreement.

### S3.21.9 Additional entitlements

In addition to all other entitlements part-time employees shall be entitled to pro-rata leave in accordance with the provisions of the Annual leave and Sick & Carer's leave provisions of this agreement together with loading.

## **S3.22 ANNUALLY BASED PART TIME ARRANGEMENTS**

### S3.22.1 Definition

An employee may be engaged in accordance with agreement provisions for full-time employees to work on a part-time basis involving a number of hours which shall average less than 1976 per year, such employees are to be known as annually based part-time employees. Employees will not be transferred from full time to part time employment without their consent.

### S3.22.2 Minimum Hours

An annually based part-time employee must be engaged for a minimum of one shift .

### S3.22.3 Start and Finish Times

Before commencing any shift the annually based part-time employee and employer must agree on start and finish times for the shift

### S3.22.4 Agreement on hours and classification to be reached before start

Before commencing annually based part-time employment, the employee and the employer must agree:

- (a) Upon the hours to be worked by the employee, during a year or part year up until the next 1<sup>st</sup> of January; and
- (b) Upon the classification applying to the work to be performed in accordance with this agreement

### S3.22.5 When employees are to be paid

Annually based part time employees will be paid the agreed rate of pay only when they work and pay rates shall be based on the permanent employee rate of pay for the classification of the employee.

### S3.22.6 Notice Periods

SPCA shall provide annually based part time employees with 24 hours notice for the commencement of work and may be stood down at the conclusion of a shift provided notice is provided by the mid shift break.

### S3.22.7 Guarantee of Hours

Annually based part time employees will be paid for the total amount of hours agreed to be worked each year and those hours not worked shall be paid on the 31<sup>st</sup> of December of each year.

### S3.22.8 Reduction in required hours

A record shall be kept of all calls to work by the Company and each refusal to work by the flexible part time employee (without adequate supported reason) shall be recorded and shall reduce the hours required and agreed to be worked by the employee as per S3.22.4(a) of this agreement by 7.6 hours or the hours offered. Copies of the records shall be sent to the employee.

### S3.22.9 Annual Review

The hours to be worked each year by a flexible part time employee shall be reviewed and adjusted according to the requirements of SPCA, if necessary, by the end of the first week in June each year.

### S3.22.10 Overtime

The provisions of clause S3.18 of this agreement shall be applied in respect of overtime but any ordinary hours beyond those agreed at S3.22.4(a) shall be considered as additional hours and shall not be considered to be overtime until the employee has worked 1976 ordinary hours in any twelve month period from 1 January each year or the pro-rated amount if employment commenced any time after 1 January in any year until 1 January in the following year. Work outside the spread of ordinary hours shall be considered to be overtime work and paid accordingly. Work on Public Holidays and weekends shall be paid at the penalty rates in this agreement.

### S3.22.11 Additional Entitlements

The provisions of S3.21.4, S3.21.6, S3.21.8 and S3.21.9 shall apply to annually based part time employees.

## **S3.23 PAYMENT FOR TIME WORKED ON SUNDAY AND PUBLIC HOLIDAYS**

All work by day workers performed on Christmas Day and Good Friday shall be paid for at the Penalty Rate of treble time, on other public holidays at the Penalty Rate of double time and one half and on Sundays at the Penalty Rate of double time. The minimum payment shall be as for four hours work at treble time, double time and one half or double time as the case may be. Such treble time, double time and one half or double time shall continue until the completion of the work commenced on the Sunday or public holiday.

## **S3.24 PUBLIC HOLIDAYS**

An employee is entitled to public holidays in accordance with the NES.

Payment for public holidays not worked will be limited to employees (except casual employees) who would have normally been rostered to work on the day of the public holiday.

- S3.24.1 An employee employed under this Agreement shall be entitled to the following public holidays:
- New Years Day
  - Australia Day
  - Good Friday
  - Easter Saturday
  - Easter Monday
  - Anzac Day
  - Queens Birthday
  - Labour Day
  - Melbourne Cup Day
  - Christmas Day
  - Boxing Day
- S3.24.2 Where Christmas Day falls on a Saturday or Sunday 27 December shall be observed as the public holiday in lieu of the prescribed day.
- S3.24.3 Where Boxing Day falls on a Saturday or Sunday 28 December shall be observed as the public holiday in lieu of the prescribed day.
- S3.24.4 Where New Year's Day or Australia Day falls on a Saturday or Sunday, the following Monday shall be observed as the public holiday in lieu of the prescribed day.
- S3.24.5 The parties agree that when ANZAC day falls on a weekend, SPCA shall treat the following Monday as a public holiday for all purposes of the Agreement
- S3.24.6 Where an additional public holiday is proclaimed or gazetted by the Australian or Victorian Government such a day shall be deemed a holiday for the purpose of this agreement.
- S3.24.7 An extra day shall be provided and taken on the Monday prior to Melbourne Cup day and will be known as the Food Preserver's Picnic Day. Other than in the NDC where following consultation with employees impacted the Picnic Day can be moved to an alternate date.
- S3.24.8 Public Holidays and Monday Start Shift roster

A 'Monday start shift roster' shall be defined, for the purposes of this agreement, as a shift roster commencing on Monday night with the majority of the shift being worked on the Tuesday; this pattern continuing until the following Sunday. The normal working week in this case shall operate for five consecutive shifts from the time of commencement.

- (a) Employees who are placed on a Monday Start Shift Roster where a Public Holiday is declared on a Monday and are required to work, shall be entitled to a public Holiday on the Tuesday.
- (b) Employees who are placed on a Monday start shift roster and a Public Holiday is declared on a Friday, if there is no requirement to work, the shift will revert to a Sunday start shift roster for this week only.
- (c) Employees who are placed on a Monday Start Shift Roster shall not be entitled to payment of penalty rates when the majority of their shift falls on a Saturday excepting for shift allowances where applicable.
- (d) Employees who are placed on a Monday Start Shift Roster who work the majority of their shift on a Sunday shall be entitled to the penalty rates that apply to Saturday work.

- (e) Employees who are placed on a Monday Start Shift Roster who work the majority of their shift on a Monday shall be entitled to the penalty rates that apply to a Sunday. This subclause does not apply to that portion of the shift that carries over onto the Tuesday.
- (f) Those employees on the Monday Start Shift Roster shall be entitled to be paid a public holiday on Good Friday.
- (g) Those employees on the Monday Start Shift Roster shall be entitled to be paid a public holiday on Christmas Day, Boxing Day, New Year's Day, Australia Day and Anzac Day.

### **S3.25 RESIGNATIONS**

Two weeks' notice is to be given by permanent employees who are resigning, a variation may occur by mutual agreement between the company and the employee.

### **S3.26 ROSTERED DAYS OFF (RDO's)**

S3.26.1 A RDO roster for Permanent employees will be developed and published in consultation with the employees in each work area. If no roster is developed the ordinary hours of work shall be 38 hours per week worked as 19 working days in 20 working day cycle.

S3.26.2 The agreed RDO roster for Permanent employees will be developed and published in January of each year.

S3.26.3 A RDO is to be to be scheduled for the day following Melbourne Cup Day.

S3.26.4 Where SPCA requests an employee to work on a scheduled RDO the rates applicable to a public holiday shall be payable to the employee. This clause is not applicable when an employee requests the change of RDO.

S3.26.5 Substitute days

- (a) SPCA, with the agreement of the employees concerned may substitute the day an employee is to take off in accordance S3.26.3 and S3.26.4 hereof for another day in the case of a breakdown in machinery or a failure or shortage of electric power or to meet the requirements of the business in the event of rush orders or some other emergency situation.
- (b) An individual employee, with the agreement of SPCA, may substitute the day the employee is to take off for another day and all requests under this clause shall be made in writing.

S3.26.6 Flexibility in relation to rostered days off

- (a) Five (5) RDOs may be banked during the season. The season is defined as January to April.
- (b) Banked RDOs shall be taken by 1 December in the relevant calendar year and unused RDO's shall be paid out by the first pay period on or after 31 December of that calendar year.
- (c) SPCA shall not unreasonably refuse a request by an employee to take an RDO.

### **S3.27 ROSTERED DAY OFF FALLING ON A PUBLIC HOLIDAY**

- S3.27.1 An employee who works continuous work and who by the circumstances of the arrangement of the employee's ordinary hours of work is entitled to a rostered day off which falls on a public holiday prescribed by this clause shall, at the discretion of SPCA, be paid for that day at 7 hours 36 minutes at ordinary rates or have an additional day added to the employee's annual leave. This provision shall not apply when the public holiday on which the employee is rostered off falls on a Saturday or Sunday.
- S3.27.2 RDO's shall not be rostered to coincide with a public holiday fixed in accordance with Public Holidays Clause of this agreement. Provided that, in the event that a public holiday is prescribed after an employee is given notice of the employee's weekday off in accordance with clause S4.24.2 of this agreement and the public holiday falls on the weekday the employee is to take off, SPCA shall allow the employee to take the day off on an alternate weekday.

### **S3.28 SEASONAL STANDOWN PROVISION**

- 3.28.1 This provision shall only apply to Schedule 6 and Schedule 7 employees undertaking seasonal work as defined. Should a seasonally grown or supplied item including otherwise supplied materials, ingredients or services necessary to the manufacturing, warehousing and distribution process become unavailable to the plant due to circumstances beyond the reasonable control of SPCA the following procedures will be adopted:
- 3.28.2 Following notification the prior day to day shift employees or before midday on the actual day for afternoon shift employees or before 6.00pm on the actual day for night/morning shift employees, an employee may be stood down until product becomes available.
- 3.28.3 The use of the above options shall not break the employee's continuity of employment for accrual of other entitlements unless the break extends for more than five consecutive days.
- 3.28.4 For the purposes of subclauses 3.28.1 to 3.28.3:- "Season" is defined in the definitions at appendix 2

### **S3.29 SECURITY**

SPCA maintains the right to inspect any bags taken into or out of each site. All employees will abide by the company's security policy, refusal to participate in a bag search may result in disciplinary action.

### **S3.30 SHIFT WORK**

- S3.30.1 Subject to S3.30.4, S3.30.5 and S3.30.6 hereof and S3.26 - of this agreement SPCA may require any employee to perform a week's work on shift work of five shifts of up to eight hours each. Such shifts shall be between 11.00 p.m. on a Sunday and 8.00 a.m. on the following Saturday
- S3.30.2 Shift rate

Except where a higher rate of pay is provided under the Public holidays clause of this agreement, for work on Sunday or public holiday, payment for any afternoon shift shall be at ordinary time plus 20%, and for any night shift shall be at ordinary time plus 30%.

### S3.30.3 Definitions of shift work

- (a) Day shift shall not commence before 6.00 a.m.
- (b) Afternoon shift means any shift finishing after 6.00 p.m. and at or before midnight.
- (c) Night shift means any shift finishing after midnight and at or before 8.00 a.m.
- (d) No employee under the age of eighteen years shall be employed on night shift.

### S3.30.4 Alteration to start and finish times of shifts

The commencing and finishing times of shift work shall be fixed by SPCA and shall not be altered except on one week's notice, or during the season two days notice, given to the employee.

### S3.30.5 Shift transfers

An employee on afternoon or night shift may be transferred to day work, day shift or another shift on at least 48 hours notice by SPCA. Where such an employee is so transferred without at least 48 hours notice any day or shift or part thereof worked without that notice shall, for the purpose of this clause, be deemed to be part of the ordinary 38 hours of work. Such work shall be paid for at an extra half rate for the first three hours and an extra full rate thereafter on a daily basis in addition to the employee's ordinary rate of pay and shift penalties, if applicable. Provided that this subclause shall not apply where, with the consent of SPCA, an employee agrees with another employee independently to exchange a rostered shift to suit the mutual convenience of the employees concerned.

Permanent employees shall be given preference to transfer to another shift, depending on skill requirements, in prior to such an offer being made to temporary or casual employees

### S3.30.6 Extended shift agreements

- (a) Notwithstanding the provisions of this clause, SPCA, an employee may reach agreement for the working of up to twelve hour shifts
- (b) The arrangements shall be subject to the following conditions:
  - (i) the employer and the employees concerned shall be guided by the Occupational Health and Safety Provisions of the ACTU Code of Conduct on twelve hour shifts;
  - (ii) proper health monitoring procedures shall be introduced;
  - (iii) suitable roster arrangements shall be made prior to the introduction of such shifts; and
  - (iv) proper supervision shall be provided by SPCA.

### S3.30.7 Rates for shift work on Sundays and public holidays

Subject to S3.30.8.1 and S3.30.8.2 hereof, shift workers, for all time worked on a Sunday shall be paid in accordance with the rates prescribed at clause 3.18 of this agreement plus 20% or 30% of ordinary time, according to their shift. For time worked on a public holiday shift workers shall be paid in accordance with S3.24 of this agreement (as appropriate) plus 20% or 30% of ordinary time, according to their shift.

### S3.30.8.1 Definitions

Where shifts fall partly on a public holiday, that shift, the major portion of which falls on the public holiday, shall be regarded as the public holiday shift and be payable at the appropriate rates under S3.24 of this agreement. The shift which commenced during the public holiday may be observed as the public holiday shift, in which case public holiday rates shall not be payable for any part of the preceding shift worked during such public holiday.

### S3.30.8.2 Work performed between 10.00 p.m. and midnight Sundays

Where shifts commence between 10.00 p.m. and midnight on a Sunday, the time so worked before midnight shall not entitle the employee to the Sunday rate of pay, but to the rate payable for the following day.

### S3.30.8.3 Reporting for duty - minimum payment

In the case of an employee working on a Sunday or public holiday, or being notified to work on a Sunday or public holiday and on reporting for duty is advised that the employee's services are not required, the employee shall be paid:

- (i) In the case of a Sunday, as for a minimum of two and a half hours work at the rate of double time if a day worker, and at double time plus 20% or 30% of ordinary time (as appropriate) if a shift worker;
- (ii) In the case of Christmas Day and Good Friday as for a minimum of two and a half hours work at the rate of treble time for a day worker and at treble time plus 20% or 30% of ordinary time (as appropriate) if a shift worker;
- (iii) In the case of any other public holiday prescribed by S3.24 of this agreement as for a minimum of two and a half hours work at double time and a half if a day worker, or double time and a half plus 20% or 30% of ordinary time (as appropriate) if a shift worker.

## **S 3.31 SICK & CARER'S LEAVE**

S 3.31.1 An employee is entitled to personal/carer's leave in accordance with the NES..

Permanent full time employees shall be credited with 10 days sick and carers leave as of the 1<sup>st</sup> of January each year.

S 3.31.2 Sick leave is taken by an employee when they are unable to report to work due to personal illness or injury. Carer's leave is taken by an employee to provide care or support to an immediate family member or household member due to personal illness or injury; or an unexpected emergency.

S 3.31.3 Unused Sick & Carer's leave in excess of 10 days as at the 31<sup>st</sup> of December 2012 shall be paid out by the second pay period in January of 2013. Unused Sick & Carer's leave after 31<sup>st</sup> December 2013 and for each year after that shall continue to be held as an accrual balance until used.

S 3.31.4 In conjunction with an employee who has been absent for twelve continuous months due to personal illness and it is established that the employee cannot return to work in the foreseeable future; SPCA will review the ongoing employment of that employee and eligibility for benefits under the relevant superannuation plan. Wherever possible SPCA will provide

assistance to the employee in attaining benefits due to them under such superannuation plans.

S 3.31.5 On termination for any reason other than summary dismissal for gross misconduct a maximum of 20 days or 152 hrs of accrued sick leave will be paid to the employee.

#### S3.31.6 Statutory Declarations and Medical Certificates

(a) An employee who is away from work through sick & carer's leave will be paid for these absences providing they have sufficient sick & carer's leave accrued and the satisfactory documentary evidence has been produced to the company as follows:

Individuals are required to provide satisfactory evidence through a Medical Certificate issued by a registered health practitioner for all absences in the following circumstances:

- (i) absences of three consecutive days or more
- (ii) absences exceeding three days in a fourteen day period
- (iii) absences before or after a Public Holiday
- (iv) once the current annual sick leave entitlement ( i.e.10 days) is exhausted

#### (b) Statutory Declarations

If it is not reasonably practicable for the employee to provide a medical certificate – a statutory declaration documentary evidence in relation to a period of sick & carer's leave, with the following information declared:

In the case of sick leave,

- (i) The name of the employee;
- (ii) That they were absent due to illness;
- (iii) The condition the cause of the absence;
- (iv) If due to a chronic condition, the medication or the circumstances of the condition itself which prevented them from attending for duty on that day; and
- (v) The full name, address and qualification of the person before whom the declaration was made (in block letters)

In the case of carer's leave,

- (i) The name of the employee;
- (ii) That they were absent due to providing care and support to a member of their immediate family or household; or
- (iii) That they were absent due to an unexpected emergency;
- (iv) The name of the person requiring care; or the nature of the emergency;
- (v) The/their relationship to the employee;
- (vi) That the employee is responsible for the care and support of such person;
- (vii) The illness of the person concerned;
- (viii) The reason requiring their care and support; and
- (ix) The full name and qualification of the person before whom the declaration was made (in block letters)

#### (c) Applications process

It is the responsibility of an individual to advise the company through the established procedures on each site prior to the commencement of their shift or as soon as reasonably possible if they are not attending because of sick or carer's leave.



If this is not possible, during the ordinary hours of the shift within 24 hours of the commencement of the normal shift. Individuals should advise their name, employee number, reason and expected duration of the absence and shall obtain a reference number.

Applications for carer's leave will require the employee to complete the appropriate form and then forward the form and any proof that may be required of their, or their family or household member's illness or injury or personal emergency (if not forwarded previously) to their supervisor for approval.

Payment of sick & carer's leave will be authorised by Shift Controller/Supervisors or Managers. Paid carer's leave may be withheld after proper consultation with the individual, if a Shift Controller/Supervisor is not satisfied with the reason for absence.

Employees are required to complete an Application for Sick & Carer's Leave even if they do not have sufficient sick leave balance remaining, otherwise the absence from work will be automatically deemed to be an unauthorised absence.

### **S3.32 SPECIAL LEAVE**

S3.32.1 At times people need time off to attend to pressing personal or family matters or to cope with personal issues in their life. Each full day absent will be counted as a normal shift worked.

S3.32.2 This leave will be agreed at the time based on each individual's personal circumstances, taking into consideration the needs of the individual and of the business. Depending on circumstances this leave can be either paid or unpaid leave.

### **S3.33 SUPERANNUATION**

S3.33.1 Company Superannuation Contributions for permanent employees shall be 11.5% consisting 9% for the SGC legislation contribution and an additional 2.5%. The calculation for employees other than permanent shall be at the SGC legislation minimum rate which is currently 9%.

S3.33.2 SPCA shall make the contributions to each employee's choice of superannuation fund. If an employee does not make an election of superannuation fund, the default fund shall be the appropriate industry fund.

NOTE: Employees shall only be able to change their choice of fund once per calendar year as per the Superannuation choice legislation

S3.33.3 Employees may only make contributions to a single fund. Employees who contribute to more than one fund at the commencement of this agreement shall be allowed to continue to their existing funds but should they choose to exercise choice in the future it shall be only to consolidate their funds into one fund.

### **S3.34 TERMINATION OF EMPLOYMENT (ABANDONMENT OF EMPLOYMENT)**

S3.34.1 The absence of an employee from work for a continuous period exceeding three working days without the consent of SPCA and without notification to SPCA shall be prima facie evidence that the employee has abandoned their employment.

S3.34.2 For permanent employees: provided that if within a period of 14 days from their last attendance at work or the date of their last absence in respect of which notification has been given or consent has been granted an employee has not established to the satisfaction of

SPCA that they were absent for reasonable cause, they shall be deemed to have abandoned their employment.

S3.34.3 For seasonal employees: employment will be terminated on the third day of the absence provided that no contact has been made and or the individuals has not satisfied SPCA that they were absent for reasonable cause.

S3.34.4 Termination of employment by abandonment in accordance with this subclause shall operate as from the date of the last attendance at work or the last day's absence in respect of which consent was granted, or the date of the last absence in respect of which notification was given to SPCA, whichever is the later.

### **3.35 TIMEKEEPING**

All employees will be required to follow time keeping practices as determined by the Company policy.

### **S3.36 WAGES**

S3.36.1 People will be paid weekly into a bank/building society(s) account of the individual's choice by electronic funds transfer.

S3.36.2 Salary structures for each Stream are outlined within the appropriate Schedule.

S3.36.3 Employees who have not received any pay at the appointed time shall be entitled to receive a penalty payment paid at the rate of time and a half of their ordinary time rate until payment is made into their bank account. This provision shall not apply when the reason for the non-payment is found to have been caused by the employee providing the incorrect information, technical failure or by third parties such as the banks.

S3.36.4 Persons seconded for special projects shall not be disadvantaged in respect to career progression and salary.

S3.36.5 Any under payment of wages for which SPCA is responsible will be paid by EFT within the next two working days of reporting the error.

S3. 36.6 In the event of overpayment, SPCA shall only commence deductions from subsequent wage payments after consultation with the employee concerned.

S3. 36.7 The company agrees to provide facilities for the lawful salary sacrifice of superannuation contributions for permanent employees.

S3. 36.8 Payment on Termination

Unless requested by an employee for payment on the day of termination, payment shall be made on the next general pay day.

S3. 36.9 Absences from duty under an averaging system (ANNUALISED PAY)

Where an employee's ordinary hours in a week are greater or less than 38 hours and such employee's pay is averaged to avoid fluctuating wage payments, the following shall apply:

- a. The employee will accrue a "credit" for each day the employee works ordinary hours in excess of the daily average.

- b. The employee will not accrue a "credit for each day of absence from duty (other than on annual leave, long service leave, public holidays, paid sick leave, workers' compensation, paid bereavement leave, paid carer's leave, paid training leave or jury service).
- c. An employee absent for part of a day (other than on annual leave, long service leave, public holidays, paid sick leave, workers' compensation, paid bereavement leave, paid carer's leave, paid training leave or jury service) shall accrue a proportion of the "credit" for the day, based on the proportion of the working day that the employee was in attendance."

### **S3.37 WET PLACE ALLOWANCE**

- 3.37.1 An employee (other than a cleaner of machinery, equipment, vats and the like) working in any place where the employee's clothing or footwear becomes wet shall be paid 58 cents per hour extra, such extra rate to continue for all time the employee is required to work in wet clothing or footwear.
- 3.37.2 Provided that such extra rate shall not be payable to an employee who is provided by the employer with suitable and effective protective clothing and/or footwear. All protective footwear supplied to an employee under this sub clause shall, if previously worn by another person, be properly sterilised before being issued to that employee.

### **S3.38 HEAT POLICY**

- S3.38.1 Temperature readings will be conducted by OHS Representatives in conjunction with supervisors in all areas.
- S3.38.2 In areas that record 38 degrees Celsius or more a system of rotating relief shall be implemented to provide for an additional 10 minute break in every hour for each employee to go to a cool area and take cold drinks.
- S3.38.3 All scheduled breaks will be increased by 5 minutes to provide time for an employee to walk to a cool area.
- S3.38.4 SPCA shall purchase enough fans to cover all areas

### **S3.39 WAGE INCREASES**

- S3.39.1 The Parties agree all wages and allowances shall be increased by the following amounts on the following dates in accordance with the principles laid down in this clause.
  - a. From the first pay period on or after January 1, 2013 an increase of 2.5%
  - b. From the first pay period on or after January 1, 2014 and increase of 2.5%

### **S3.40 TEAM LEADER ALLOWANCE MAINTENANCE**

- S3.40.1 This provision shall apply only to those employees named in attachment 4 to this agreement
- S3.40.2 Employees named in attachment 4 shall be entitled to the following Team Leader maintenance allowance in lieu of the Team Leader allowance that existed in previous agreements.

S3.40.3 Whilst acting as a Team Leader the employees named in attachment 4 shall receive the following Team Leader maintenance allowance for each applicable pay period:-

From the First Pay after on or after 1 January 2013	From the First Pay Period on or after 1 January 2014
2 %	1.5%

S3.40.4 Employees named in attachment 4 to this agreement who are engaged, after the commencement of this agreement, in a position holding a higher classification than that held by them at the commencement of this agreement shall no longer receive this team leader maintenance allowance.

S3.40.5 It is SPCA's intent to remove this allowance at the rate of 0.5% per annum, over subsequent agreements.

### **S3.41 COLD ALLOWANCE**

S3.41.1 Any employee required to work in a cool room and/or freezers at temperatures ranging from -1 to -17.8 degrees shall be paid an extra \$1.43 per hour.

S3.41.2 The appropriate extra hourly rate shall be paid for any hour or part of an hour during which the employee is working in the temperature ranges prescribed above.

**SCHEDULE 4      PRODUCTION STREAM**

**S4.1      COVERAGE**

This stream encompasses the following – the receiving, storage, maturing of fruit for dispatch to manufacturing as a raw material, the manufacture of packed stock for sale; by way of raw material processing, bright and plastic products manufacture including re manufacture, labelling and packaging of bright and plastic products, final inspection of packed stocks before release for sale.

**S4.2      PRODUCTION WAGE STRUCTURE**

Weekly Rates for Production Stream

Classification	First Pay Period on or after	
	1-Jan	1-Jan
	2013	2014
S1	\$910.66	\$933.43
S2	\$927.63	\$950.82
S3	\$940.64	\$964.16
S4	\$957.61	\$981.55
S5	\$969.49	\$993.72
S6	\$997.19	\$1,022.12
S7	\$1,027.18	\$1,052.86
S8	\$1,096.39	\$1,123.80
S9	\$1,151.21	\$1,179.99

Hourly Rates for Production stream

Classification	First Pay Period on or after	
	1-Jan	1-Jan
	2013	2014
S1	\$23.96	\$24.56
S2	\$24.41	\$25.02
S3	\$24.76	\$25.38
S4	\$25.20	\$25.83
S5	\$25.51	\$26.15
S6	\$26.24	\$26.90
S7	\$27.03	\$27.70
S8	\$28.85	\$29.58
S9	\$30.30	\$31.06

## **SCHEDULE 5      WAREHOUSE STREAM**

### **S5.1      COVERAGE**

This stream encompasses the following – the receiving, storage, maturing of fruit for dispatch to manufacturing as a raw material, the manufacture of packed stock for sale; by way of raw material processing, bright and plastic products manufacture including re manufacture, labelling and packaging of bright and plastic products, final inspection of packed stocks before release for sale.

Our vision is to be recognised as the model department within the SPC organisation.  
Our function is to ensure accurate and efficient storage and despatch of SPCA product on a seven day basis.

### **S5.2      CONTAINER ALLOWANCE**

Permanent Employees operating forklifts to load export containers shall be paid an allowance of 73 cents per hour whilst actually performing such work.

### **S5.3      BRIGHT CAN STACKING ALLOWANCE**

Employees who are forklift drivers and who are stacking pallets of bright cans shall be entitled to an allowance of 50 cents per hour

### **S5.4      WAREHOUSE WAGE STRUCTURE**

See clause S4.2

## **SCHEDULE 6**

## **SEASONAL / TEMPORARY EMPLOYMENT STREAM**

**S6.1** "Seasonal / Temporary employment" for the purposes of this agreement shall mean employment that is shorter term and may either be seasonal in nature (associated with the manufacture of some seasonal product) or associated with some specific task (such as the manufacture of some non seasonal product).

SPCA shall continue to utilise a service provider for the selection of potential seasonal/temporary employees.

### **S6.2 SEASONAL/TEMPORARY EMPLOYMENT STREAM**

**S6.2.1** People appointed under this stream shall be engaged for the duration or part of :-  
a fruit or vegetable process; or  
a general food process ;or  
a packaging operation; or  
another employment task associated with the operation of the plants; as required by SPCA at any time throughout the year.

Payment shall be at the appropriate classification level on a base hourly rate found in S6.8. The hourly rate includes all loadings with the exception of shift loadings. Overtime shall be paid in accordance with the provisions found at S6.5.

**S6.2.2** At the end of each period of employment, employees shall return all SPCA property and SPCA shall pay out all accrued entitlements (excluding long service leave) less the value of any unreturned items of SPCA property by credit to the employee's nominated bank account on the normal pay day

**S6.2.3** At the conclusion of a particular process or should the amount of available work reduce, employees in this stream will receive notice of two days after which they will be stood down. SPCA has absolute discretion in deciding which employees will be stood down and those who continue to carry out any available work.

### **S6.3 ANNUAL LEAVE AND SICK LEAVE UNDER THIS SCHEDULE**

**S6.3.1** Employees shall be entitled to four weeks annual leave payable on a pro rata basis (calculated utilising the hours actually worked) at the conclusion of their employment.

**S6.3.2** Employees shall accrue in accordance with the provisions relating to sick & carers leave this agreement from the commencement of their employment and after five weeks of continuous service shall be entitled to paid time off for sick and carers leave. Employees shall have any unused accrued sick & carers leave paid out on termination.

### **S6.4 CALL IN AND STAND DOWN**

**S6.4.1** Individuals will be contacted by SPCA employment office when they are required to work either by telephone or by electronic text messaging (SMS) to their mobile telephones. If a message has been left:-

Seasonal individuals are required to make contact with the employment office within one hour; of the dispatch of the message by SPCA.

If contact is not made with the SPCA employment office by the individual, contact will be made with another individual.

S6.4.2 In relation to this clause SPCA has absolute discretion as to who it calls in to perform work.

S6.4.3 The provisions of s3.6 shall also apply to employees employed under this stream.

## **S6.5 OVERTIME**

The provisions of schedule S3.18 shall apply to this stream excepting for the provisions of S3.18.1.3. (a) and (b)

(a) For all time worked before the fixed starting time of any shift or after the fixed finishing time of any shift or in excess of eight hours on any shift, or in excess of 38 ordinary hours on shift in any week - time and a half for the first three hours and double time thereafter.

(b) Where work commences on a Saturday until noon – Penalty Rates of time and a half for the first three hours and double time thereafter will be paid.

## **S6.6 HOURS OF WORK**

S6.6.1 Seasonal/Temporary employees shall receive a minimum daily allocation of one shift of work (eg, day shift 8 hours (7.6 ordinary hours plus .4 hours banked towards an RDO), afternoon shift 8 hours (7.6 ordinary hours plus .4 hours banked towards an RDO) and night shift between 4 and 6.5 ordinary hours).

S6.6.2 Appropriate shift penalties will apply (i.e.20% afternoon shift and 30% for night shift),with a requirement for at least 48 hours notice of termination, or payment in lieu.

S6.6.3 Seasonal/Temporary employee's involved in the process of plant cleaning, sanitation, or covering absenteeism (only) are the exception and because of the nature of this work will receive a minimum daily allocation of three hours work, and receive 24 hrs notice of termination, or payment in lieu

## **S6.7 RDO's**

All RDO's for employees in this stream shall be banked and paid out at the end of the period of employment unless agreed otherwise agreed by SPCA.

## **S6.8 APPRAISAL PROCESS**

The seasonal appraisal process shall be conducted as follows

S6.8.1 Supervisors in conjunction with Team Leaders will award employees with an overall rating, from assessing them. These ratings will be either A+, A, B or C, based on both employment related work performance and behaviour.

S6.8.2 For people likely to be assessed as B or C in S6.8.1, the provisions of S2.5 and S2.6 shall apply to this schedule. Those who receive a B or C rating will be re-employed solely at the discretion of management.

S6.8.3 Employees will be notified of their rating in writing as soon as possible after the completion of their employment period.



S6.8.4 Subsequent employment periods will be based on prior ratings and, everything considered equal, the higher the rating the more opportunity for re-employment in the work area from which the rating was given.

S6.8.5 New employees, (i.e. an employee who has not previously worked in the area for which they have been employed ) may be terminated by one hour's notice on either side at any time during the first two weeks of employment or the payment or forfeiture, as the case may be, of one hour of ordinary pay at the rate then applying.

#### **S6.9 SEASONAL/TEMPORARY EMPLOYMENT TO PERMANENT EMPLOYMENT**

S6.9.1 An employee employed under the provisions of this stream, who has been engaged by a SPCA for a sequence of periods of employment under this agreement during a period of twelve months shall thereafter have the right to elect to have his or her contract of employment converted to full-time employment or part-time employment if the employment is to continue beyond the conversion process.

S6.9.2 SPCA shall give the employee notice in writing of the provisions of this clause within four weeks of the employee having attained such period of twelve months.

The employee retains his or her right of election under this clause if the employer fails to comply with this paragraph.

S6.9.3 Any such employee who does not within four weeks of receiving written notice elect to convert his or her contract of employment to a full-time employment or a part-time employment will be deemed to have elected against any such conversion.

S6.9.4 Any employee who has a right to elect under clause (S6.9.1), upon receiving notice under clause S6.9.2 or after the expiry of the time for giving such notice, may give four weeks notice in writing to the employer that he or she seeks to elect to convert his or her contract of employment to full-time or part-time employment, and within four weeks of receiving such notice the employer shall consent to or refuse the election but shall not unreasonably so refuse. Any dispute about a refusal of an election to convert a contract of employment shall be dealt with as far as practicable with expedition through the Grievance process at S2.2 of this agreement.

S6.9.5 Once an employee has become successful in selection and been converted to a full-time employee or a part-time employee, the employee may only revert to seasonal / temporary employment by written agreement with SPCA.

S6.9.6 If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with clause S6.9.1 SPCA and employee in accordance with this subparagraph, and subject to clause S6.9.4, shall discuss and agree upon:

(a) Which form of employment the employee will convert to, that is, full-time or part-time; and

(b) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked

Provided that an employee who has worked on a part-time basis during the period of seasonal/temporary employment has been successful in converting his or her contract of employment to part-time employment, on the basis of the same number of hours and times

of work as previously worked, unless other arrangements are agreed upon between the employer and employee.

Following such agreement being reached, the employee shall convert to full-time or part-time employment.

Where, in accordance with clause S6.9.4 an employer refuses an election to convert, the reasons for doing so shall be fully stated to and discussed with the employee concerned and a genuine attempt made to reach agreement.

Any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment shall be dealt with as far as practicable with expedition through the dispute settlement procedure S2.2 of this agreement

S6.9.7 An employee must not be engaged and re-engaged to avoid any obligation under this agreement.

### S6.10 SEASONAL / TEMPORARY WAGE TABLE

S6.10 SEASONAL / TEMPORARY WAGE TABLE Weekly Rates

Classification	First Pay Period on or after	
	1-Jan	1-Jan
	2013	2014
S1	\$839.35	\$860.34
S2	\$870.51	\$892.27
S3	\$889.80	\$912.05
S4	\$901.68	\$924.22
S5	\$920.73	\$943.74
S6	\$951.96	\$975.76
S7	\$980.33	\$1,004.84
S8	\$1,046.54	\$1,072.70
S9	\$1,098.86	\$1,126.33

Hourly rates for Seasonal/Temporary stream

Classification	First Pay Period on or after	
	1-Jan	1-Jan
	2013	2014
S1	\$22.09	\$22.64
S2	\$22.91	\$23.48
S3	\$23.41	\$24.00
S4	\$23.73	\$24.32
S5	\$24.23	\$24.84
S6	\$25.05	\$25.68
S7	\$25.80	\$26.44
S8	\$27.54	\$28.23
S9	\$28.92	\$29.64

## SCHEDULE 7 CASUAL EMPLOYMENT STREAM

Casual employees may be engaged on the basis that employment shall be terminated by one hour's notice on either side given at any time or by the payment or forfeiture, as the case may be, of one hour's ordinary pay at the casual rate then applying. The rate of pay for a casual employee shall be as prescribed by 7.1 hereof.

### S7.1 Ordinary hours

For work performed during ordinary hours, casual employees on day work shall be paid the equivalent permanent hourly *rate* prescribed for work of the class performed by them plus a casual loading of 25%. The ordinary hourly rate shall be based on 7.6 hours per day.

### S7.2 Shift rates

Casual employees on shift work shall be paid for ordinary hours at the base permanent hourly rate appropriate rates prescribed in S7.1 hereof, plus 20% thereof for afternoon shift work or plus 30% thereof for night shift.

### S7.3 Saturdays, Sundays and Public Holiday – Penalty Rates

The Penalty Rates of pay for casual employees for work on Saturdays, Sundays and Public Holidays shall be time and a half or double time, double time and a half, or treble time, as appropriate, in accordance with clauses S3.18 – Overtime and Penalty Rates and S3.24 – Work on Public Holidays of this agreement, calculated as to casual day workers or day shift workers on the appropriate permanent hourly rate for the work; for such work by a casual employee on afternoon or night shift the rates ascertained for day workers or day shift workers shall have added to them in the case of afternoon shift 20% or in the case of night shift 30%.

### S7.4 Minimum payment

A casual employee is entitled to a minimum payment for four hours work on any ordinary day or shift. Where work is required on a Saturday or public holiday by a casual employee, the employee shall be entitled to the same minimum periods of payment as provided for weekly or seasonal employees in the same circumstances.

### S7.5 Notice to work

A casual employee shall be notified at the end of the day's work or shift whether the employee's services will be required for work on the following day or shift.

### S7.6 Casual employment to permanent employment

S7.6.1 A casual employee, other than an irregular casual employee who has been engaged by a particular employer for a sequence of periods of employment under this Agreement during a period of nine months shall thereafter have the right to elect to have his or her contract of employment converted to full-time employment or part-time employment if the employment is to continue beyond the conversion process.

S7.6.2 The employer of such an employee shall give the employee notice in writing of the provisions of this clause within four weeks of the employee having attained such period of nine months.

The employee retains his or her right of election under this clause if the employer fails to comply with this paragraph.

S7.6.3(c) Any such casual employee who does not within four weeks of receiving written notice elect to convert his or her contract of employment to a full-time employment or a part-time employment will be deemed to have elected against any such conversion.

S7.6.4(d) Any casual employee who has a right to elect under clause S7.6.1, upon receiving notice under clause S7.6.2 or after the expiry of the time for giving such notice, may give four week's notice in writing to the employer that he or she seeks to elect to convert his or her contract of employment to full-time or part-time employment, and within four weeks of receiving such notice the employer shall consent to or refuse the election but shall not unreasonably so refuse. Any dispute about a refusal of an election to convert a contract of employment shall be dealt with as far as practicable with expedition through the dispute settlement procedure.

S7.6.5 Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.

S7.6.6 If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with clause S7.6.4, the employer and employee in accordance with this subparagraph, and subject to clause S7.6.4, shall discuss and agree upon:

- (a) which form of employment the employee will convert to, that is, full-time or part-time; and
- (b) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked, as set out in clause S7.4.

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed upon between the employer and employee.

Following such agreement being reached, the employee shall convert to full-time or part-time employment.

Where, in accordance with clause S7.6.4 an employer refuses an election to convert, the reasons for doing so shall be fully stated to and discussed with the employee concerned and a genuine attempt made to reach agreement.

Any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment shall be dealt with as far as practicable with expedition through the dispute settlement procedure.

S7.6.7 An employee must not be engaged and re-engaged to avoid any obligation under this Agreement.

- (a) An "irregular casual employee" is one who has been engaged to perform work on an occasional or non-systematic or irregular basis.
- (b) The provisions of clause S7.6 do not apply to irregular casual employees.

S7.7.1 An employer when engaging a person for casual employment must inform the employee then and there that the employee is to be employed as a casual, stating by whom the employee is employed, the job to be performed and the classification level, the actual or likely number of hours required, and the relevant rate of pay.

S7.7.2 The employer shall give to a casual employee who has been engaged for one or more periods of employment extending over three or more weeks in any calendar month, and whose employment is or is likely to be ongoing, a note in writing signed by or on behalf of the employer stating:

- (a) the name and address of the employer;
- (b) if the employee has been engaged by the employer to perform work on hire to another person or company or is regularly engaged to perform work on hire to other persons or companies, a statement to that effect;
- (c) the job to be performed and the classification level on which the employee has been or is likely to be engaged;
- (d) as far as practicable, the terms of the current engagement, including the likely number and likely pattern of hours required to be worked, the casual rate or other loading applied and the base rate of pay on which the loading is applied.
- (e) the contingency on which the engagement expires, or the notice, if any, that will be given to terminate any ongoing employment.

S7.7.3 It shall be sufficient compliance with clause 7.7(b) if the employer gives such a note in writing upon or following the first occasion on which the casual employee has been so engaged for a period or periods extending over three or more weeks in any calendar month.

**S7.8 Casual Stream Wage Table**

The amounts in these tables include the casual loading found at S7.1 and are used as the base rate for all ordinary hours worked and shift work loading calculations

Casual All Up Rate of Pay - Weekly Rate

Classification	First Pay	
	Period on or after	
	1-Jan 2013	1-Jan 2014
S1	\$1,138.32	\$1,166.78
S2	\$1,159.52	\$1,188.51
S3	\$1,175.81	\$1,205.20
S4	\$1,197.01	\$1,226.93
S5	\$1,211.86	\$1,242.15
S6	\$1,246.49	\$1,277.65

Casual All Up Rate of Pay - Hourly Rate

Classification	First Pay Period on or after	
	1-Jan	1-Jan
	2013	2014
S1	\$29.96	\$30.71
S2	\$30.51	\$31.28
S3	\$30.94	\$31.72
S4	\$31.50	\$32.29
S5	\$31.89	\$32.68
S6	\$32.80	\$33.62

The amounts in the table below are used as the base rate for all overtime for day shift casuals.

Weekly Rate

Classification	First Pay Period on or after	
	1-Jan	1-Jan
	2013	2014
S1	\$910.66	\$933.43
S2	\$927.63	\$950.82
S3	\$940.64	\$964.16
S4	\$957.61	\$981.55
S5	\$969.49	\$993.72
S6	\$997.19	\$1,022.12

Hourly Rate

Classification	First Pay Period on or after	
	1-Jan	1-Jan
	2013	2014
S1	\$23.96	\$24.56
S2	\$24.41	\$25.02
S3	\$24.76	\$25.38
S4	\$25.20	\$25.83
S5	\$25.51	\$26.15
S6	\$26.24	\$26.90

## ATTACHMENT 1 LONG SERVICE LEAVE

### 1. RIGHT TO LONG SERVICE LEAVE

An employee shall be entitled to long service leave with pay in respect of service with SPCA as provided in this agreement.

### 2. LONG SERVICE

#### 2.1 Service entitling leave (Permanent Employees)

For the purposes of this agreement the service of an employee (not including a seasonal/temporary employee as defined in schedule 6 or a casual employee as defined in schedule 7 of this agreement) with SPCA means the period during which the employee has served SPCA under an unbroken contract of employment; provided that a contract of employment shall be deemed not to have been broken by reason only of any interruption or determination, if the interruption or determination:

2.1.1 has been made by SPCA with the intention of avoiding any obligation imposed on him/her by this agreement; or

2.1.2 has arisen directly or indirectly from a dispute concerning industrial matters, if the employee returns to duty with the same employer in accordance with the terms of settlement of the said dispute; or

2.1.3 has been made by SPCA by reason of slackness of trade, if the employee is re-employed by the same employer within six months of such interruption or determination; or

2.1.4 has been made by SPCA for any reason other than those referred to in 2.1.1, 2.1.2 and 2.1.3, if the employee is re-employed by the same employer within two months of such interruption or determination.

#### 2.2 Service entitling leave (Seasonal/Temporary Employees)

For the purposes of this agreement the service of an a seasonal/temporary employee as defined in schedule 6 with SPCA means the period during which the employee has actually served (worked at) SPCA under a number of contracts of employment without a continuous break between contracts of employment of two years or more; provided that the series of contracts of employment shall be deemed not to have been broken by reason only of any interruption or determination, if the interruption or determination has been made by virtue of the reasons found at 2.1.1, 2.1.2, or 2.1.3 of this attachment.

For the purposes of working out when an employee becomes entitled to long service leave under this sub clause only 2/3rds of the employee's service entitling leave completed before the 1<sup>st</sup> of January 2006 counts as continuous employment (*see section 56A of the Act*)

#### 2.3 Service entitling leave (Casual Employees)

For the purposes of this agreement the service of an a casual employee as defined in schedule 7 with SPCA means the period during which the employee has actually served (worked at) SPCA under a number of contracts of employment without a continuous break between contracts of employment of

2.3.1 three months or

2.3.2 if the terms of engagement prescribe fixed regular periods of employment with a gap exceeding three months – a break in employment of one such period;

provided that the series of contracts of employment shall be deemed not to have been broken by reason only of any interruption or determination, if the interruption or determination has been made by virtue of the reasons found at 2.1.1, 2.1.2, or 2.1.3 of this attachment.

For the purposes of working out when an employee becomes entitled to long service leave under this sub clause only 2/3rds of the employee's service entitling leave completed before the 1<sup>st</sup> of January 2006 counts as continuous employment (*see section 56A of the Act*)

Provided further that the period during which the employment has been so interrupted or determined shall not, except when due to the reasons referred to in 2.1.1, be taken into account in calculating the period of service.

2.4 Any period of service as a member of the naval, military or air forces (other than as a member of the permanent forces) of the Commonwealth of Australia shall be deemed to be service with SPCA by whom the employee concerned was last employed before he/she commenced to serve as such member.

2.5 Service with SPCA before the commencement of this agreement, subject to the provisions of 9.4, as well as service with SPCA after such commencement shall be taken into account for the purposes of this agreement.

2.6 Service with related companies

Where, over a continuous period, an employee has been employed by two or more companies each of which is a related company within the meaning of that term as defined by section 6 of the Victorian Companies Act 1961 and the Corporations Act Commonwealth 2001 the employee is entitled to long service leave as if he/she had, during the whole of the period of service, been employed by the company by which he/she is employed at the date at which his/her long service leave entitlement accrues. Provided that an employee shall not be entitled to leave or payment in lieu thereof more than once in respect of any period of service.

3. AMOUNT OF LEAVE

3.1 The long service leave to which an employee (not including a seasonal/temporary employee as defined in schedule 7 or a casual employee as defined in schedule 8 of this agreement) is entitled shall be that prescribed by this clause.

3.2 Subject to 3.4, the amount of long service leave to which an employee shall be entitled shall be:

- 3.2.1 In the case of an employee who has completed at least fifteen years' service with SPCA:
  - 3.2.1.1 in respect of service prior to 1 July 2001, 0.866 weeks per year of completed service; and
  - 3.2.1.2 in respect of service on or after the first full pay period after 1 July 2001, 1.3 weeks per year of completed service
  - 3.2.1.3 in respect of each ten years service with SPCA, completed since he/she last became entitled to long service leave, 13 weeks; and
  - 3.2.1.4 on the termination of the employee's employment or his/her death, in respect of the number of years service with SPCA completed since he/she last became entitled to an amount of long service leave, a proportionate amount on the basis of thirteen weeks for fifteen years service.

3.2.2 In the case of an employee who has completed at least seven but less than fifteen years service with SPCA and whose employment is terminated:



3.2.2(a) by SPCA for any cause, including redundancy, other than serious and wilful misconduct, (this provision does not apply to a seasonal/temporary employee as defined in schedule 6 or a casual employee as defined in schedule 7 of this agreement) ; or

3.2.2(b) by the resignation of the employee; or

3.2.2(c) by the death of the employee,

a proportionate amount on the basis of clause 3.2.1 of this appendix.

3.3 Such leave shall be granted and taken and, except as by this agreement permitted, payment in lieu thereof shall not be made or accepted.

3.4 In the case of an employee whose service with SPCA began before 1st December 1964, and whose service would entitle him/her to long service leave under this agreement, the amount of long service leave to which such employee shall be entitled shall be in the sum of the following amounts:

3.4.1 an amount calculated on the basis of thirteen weeks for fifteen years' service in respect of the period of his/her service from the 1st of December 1964.

#### 4. PAYMENT FOR PERIOD OF LEAVE

4.1 Subject to the provisions of 4.3, the rate of payment to which an employee on leave shall be entitled shall be in the case of a full-time worker his/her actual rate of pay. The actual rate of pay is the total amount an employee would receive if he/she were performing his/her ordinary hours of work and shall not include overtime, penalty rates, disability allowance, shift allowances, special rates, fares and travelling time allowances and any other extraneous payments of a like nature. In cases where the actual rate of pay varies from week to week as a result of a system of payment by results or other piece work or bonus systems the rate of payment shall be calculated by averaging the actual rates of pay, as defined above for each week over the previous three monthly period.

4.2 Payment shall be made in one of the following ways:

4.2.1 in advance for the whole of the period when the employee commences the period of leave, at the rate calculated in accordance with 4.1; or

4.2.2 at the same time as payment would have been made if the employee had remained on duty, in which case payment shall, if the employee in writing so requires, be made by cheque posted to an address specified by him/her; or

4.2.3 in any other way agreed between SPCA and the employee.

4.3 If during the period of leave any agreement variation occurs which, had the employee been at work would have resulted in a change in his/her actual rate of pay (as defined in 10.1) the rate of payment to which an employee on leave shall be entitled shall be, as from the date upon which such change would have been operative such changed rate. If payment has been made in advance to any employee in respect of long service leave SPCA shall, upon the employee's return to duty, adjust such advance payment to accord with such changed rate of pay to the extent of which the changed rate is applicable.

## 5. TAKING LEAVE

### 5.1 Time of taking leave

5.1.1 When an employee becomes entitled pursuant to this agreement to long service leave such leave shall be granted by SPCA as soon as practicable having regard to the needs of his/her establishment, or subject to 5.1.3 at such time or times as may be agreed between SPCA and the employee.

5.1.2 Subject to the provisions of 3.2.2 of this attachment SPCA shall not be required to grant an employee leave to which he/she has become entitled pursuant to this agreement until the amount of leave to which he/she has become entitled equals 9.1 weeks in respect of his/her first period of entitlement and 13 weeks in respect of any subsequent period of entitlement.

#### 5.1.3 Notice to take leave

Except where an employee agrees otherwise SPCA shall give an employee at least 28 days notice of the date from which his/her leave is to be taken.

#### 5.1.4 Broken leave

Leave shall be granted and taken in one continuous period; or if SPCA and the employee so agree, in not more than three separate periods in respect of the first thirteen weeks entitlement, and in not more than two separate periods in respect of any subsequent period of entitlement.

#### 5.1.5 Holidays and annual leave

The long service leave prescribed by this agreement is exclusive of annual leave but is inclusive of all other holidays occurring during the taking of any period of long service leave.

#### 5.2.1 Payment on termination for leave not taken

Where the employment of an employee is terminated otherwise than by his/her death and any long service leave:

5.2.1(a) to which the employee was entitled has not been taken; or

5.2.1(b) accrues to the employee upon such termination SPCA shall forthwith pay to the employee in full the amount in respect of such leave calculated as at the date of termination in the manner set out 4.1, less any amount already paid to the employee in respect of that leave.

#### 5.2.2 Where an employee dies and any long service leave:

5.2.2(a) to which the employee was entitled has not been taken; or

5.2.2(b) accrues upon termination of the employment by reason of his/her death;

the employer shall upon request by the employee's personal representative pay to the employee's personal representative in full the amount in respect of such leave calculated as at the date of the death of the employee in the manner set out in 4.1, less any amount already paid to the employee in respect of that leave.

## 6. GRANTING LEAVE IN ADVANCE

6.1 SPCA may by agreement with an employee allow long service leave to such employee before the right thereto has accrued due, but where leave is so taken the employee shall not become entitled to any further leave under this agreement or to payment in lieu thereof for the period in respect of which such leave was taken before it accrued due.

6.2 Where leave has been granted to an employee pursuant to 6.1, before the right thereto has accrued due and the employment is subsequently terminated SPCA may deduct from whatever remuneration is payable upon the termination of the employment such amount as represents payment for any period for which the employee has been granted leave to which he/she was not entitled at the date of termination of his/her employment.

## ATTACHMENT 2 DEFINITIONS

For the purposes of this agreement unless a contrary intention appears:

- 1 Adult employee means an employee of the age of eighteen years or more.
- 2 Assistant Syrup Maker means an employee engaged in the making of syrup who is not responsible for achieving the required final strength of the syrup to be used. Provided that an employee who is engaged merely in unloading sugar from bags to syring tanks shall not be classified as an Assistant Syrup Maker.
- 3 Box or Case Repairer and/or Maker means an employee who repairs and/or makes wooden boxes, cases, crates, trays, slides, skips and/or pallets for use in the employer's own business. Wooden bulk fruit bins are not included in this definition.
- 4 Carton Assembler by hand does not include an employee forming or partially forming single retail-pack size cartons or packets.
- 5 Casual employee means an employee engaged to perform casual work.
- 6 Employee means a person or one of the classes of persons performing any of the kinds of work covered by this agreement who may be employed by SPCA.
- 7 Employer means SPCA
- 8 Labelling Machine Operator means an employee operating a continuous flow horizontal labelling unit on cans or jars or a bottle labelling machine affixing two or more labels to such bottles.
- 9 Team Leader or Leading Hand means an adult employee appointed as such by SPCA and who, while working under supervision, gives instructions to and/or is responsible for work done by other employees.
- 10 Open or Closed Pan Cooker means an employee responsible for the cooking of jams, sauces of all descriptions, cordials, toppings, pickles, soups and other similar classes of formulated products.
- 11 Pedestrian Fork-lift Operator means an employee operating (from a standing position) a self powered fork-lift appliance designed to lift, elevate, move and stack pallets. This definition specifically excludes stillage trucks or other appliances designed to lift and move a pallet or pallets within 30cm of floor level.
- 12 Quality Checker means an employee who is engaged in testing of raw materials, products in process or containers on line or in an area adjacent thereto in accordance with predetermined routine procedures and the recording of such results.
- 13 Season means the period from which a seasonally grown item is made available to a processing plant to the end of such item being available to it and shall include a lead period where required by the employer for the purpose of training of employees for the processing of such seasonally grown items.

- 14 Seasonal work (or comparable words) means work directly associated with or forming part of the preparation and/or the initial continuous processing of seasonally grown items but does not include:
- 14.1 work in relation to non-seasonally grown items at a plant where seasonally grown items are being prepared or processed; or
- 14.2 work on products stored by whatever method and not processed in conjunction with the harvesting period, except for apples, pears and beetroot.
- 15 Storeman and packer means:
- 15.1 An employee in a store or any place where goods are handled for the purpose of being received, stored or despatched, who is engaged in:  
packing, assembling, collecting, recording or checking goods or materials in course of receipt or despatch; or  
packing from dockets for despatch;  
an adult employee in charge of a label room.
- 15.2 For the purposes of this agreement:  
a storeman and packer shall be so classified notwithstanding that the employee may be under the orders of a superior who does not devote the whole of the employee's time to supervising, storing and packing work;
- storeman and packer does not include an employee who in the course of manufacture merely encloses goods in the uniform containers in which such goods are ordinarily sold by the manufacturer or Packer who nails, uses staples or seals such containers, nor an employee who merely loads or unloads goods already packed into or from trucks, wagons or bulk containers or on or from pallets.
- 16 Syrup Maker on multi strength syrup means an employee who is ordinarily required to make more than one strength of syrup during the course of a day or shift and who achieves the required final strength of the solution to be used.
- 17 Syrup Maker (other) or Brine Maker means an employee who:  
is ordinarily required to make a uniform strength syrup and who achieves the required final strength of such syrup; or  
makes brine and achieves the required final strength thereof.
- 18 Union means the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union.
- 19 Weighbridge Attendant means an employee engaged in the operation of a weighbridge on the receiving, checking, weighing (gross and net weights) recording and tabulating of quantities of various types of raw and processed material delivered to the factory for subsequent processing. Provided that such definition shall not include an employee engaged in the above-mentioned operations merely involving deliveries associated with transfer between different factories and/or stores of the one employer.
- 20 Definitions of the work to be performed are:
- 20.1 fruit and vegetable preserving, preparing and/or canning, candied peel making, fruit crystallising, fruit mince and fruit or vegetable spreads and fruit butter making;

- 20.2 preserving, preparing, manufacturing and/or canning or bottling of jams, marmalades, jellies, honey, pastes, spreads fruits and vegetables, salt preparations, vinegar, pickles, sauces, salad dressings, soups, chutney and other wet condiments;
- 20.3 canister making and repairing and box, case or bin making and repairing in connection with an employer's own business;
- 20.4 processing, manufacturing, bottling, packaging and/or canning of nut foods;
- 20.5 pulp, fruit juice or vegetable juice processing and/or concentrating and cordial making, including bottling and/or canning whether such are made wholly or in part from fruit or vegetable juices or not;
- 20.6 dehydrating, processing and/or packing of dried fruits;
- 20.7 potato processing, including preparing, cooking, manufacturing and/or packing of potato chips, crisps, flakes and like products;
- 20.8 canning and/or preparation of prepared spaghetti products or puddings, processing of cereal foods and making of pastry;
- 20.9 preparation and processing of prepared meals in preserved or frozen form;
- 20.10 the preserving of meat, meat pastes, meat and vegetables, and meat and cereals in any form;
- 20.11 Soups and other preparations of vegetable and or food from animals, fish or seafood sold in containers;
- 20.12 Sliced fruit and vegetable separately and in salads;
- 20.13 Sugar from sugar beet
- 20.14 The foregoing paragraphs of this subclause shall not be read or construed separately in respect of employment or work which may be comprised with more than one paragraph thereof.

**ATTACHMENT 3 CLASSIFICATION ARRANGEMENTS**

<b>level</b>	<b>Title</b>	<b>Indicative Responsibilities</b>	<b>Indicative Tasks</b>	<b>Key Indicative Assessment Tasks</b>
Not in Agreement	Supervisor	Coordinate performance/ output of a number of teams		Risk: Product Recalls OH&S: Systems Improvement Technical: High People Management: 35+
S9	Senior Team Leader	Lead team performance	Coordinates performance of designated group	Risk: Under processed/Spoiled OH&S: Monitor Systems Technical: High People Management: usually <25
S8	Team Leader	Undertake operational responsibilities across a section or group	Coordinates performance of designated sub groups.	Risk: Under processed/Soiled OH&S: Monitor Systems Technical: Medium People Management: usually >25
S7	Lead Operator	Undertakes responsibilities for complex equipment at high level	Operates complex equipment (eg colour sorters, ERCAs, Ion Exchanger) at high level	Risk: CCPs and CPs Technical: High People Management: training only
S6	Advanced Operator	Operates complex Equipment at first level or Operates core equipment (eg Evaporator, Retort) at advanced Level	Operates core equipment (eg Evaporator, Retort) at high level	Risk: CCPs and CPs Technical: High/Medium People Management: training only
S5	Experienced Operator	Skilled Operator with core equipment.		Risk: CCPs and CPs Technical: Medium People Management: training only
S4	New Operator	Undertakes operators duties	Operates basic equipment at first level	Risk: CCPs and CPs Technical: Low/Medium People Management: none
S3	Experienced Hand	Provides support to operators at high level	On line inspection, basic equipment Advanced level	Risk: 1 CCP and CPs Technical: Low/Medium People Management: training only
S2	General Hand	Provides support to operators at initial level	On line inspection, basic equipment First level	Risk: 1 CCP and CPs Technical: Low/Medium People Management: none
S1	Inductee	Provides simple services safely under direction.	New employee	Duty of Care Hygiene and Safety

Training Requirements for Each Band level:

Title	Level	Minimum Qualification Required	Key Units
Supervision  Not in agreement, provided for indicative purposes only	10	Certificate 3 Plus range of Level 4 units applicable to role and functions	<i>Units may include: Apply basic engineering principles to a food production process/Apply principles of food packaging/Apply an understanding of food additives/Apply an understanding of legal requirements in food production/Control food contamination and spoilage /Design and maintain programs to support legal compliance/Establish process capability/Identify the physical and chemical properties of materials, food and related products/Manage and evaluate new product trials/Manage the implementation of occupational health and safety policies and procedures in the workplace/Manage internal audits/Manage utilities and energy for a production process/ Manage people in the work area/ Manage a work area within budget/Participate in product recalls/ Optimise a work process/ Plan and co-ordinate maintenance/ Schedule and manage production</i>
Senior Team Leader, Team Leader , Key Operator or Advanced Operator Level	S6 – S9	Certificate 3	<i>Team leaders must have <b>leadership units</b> such as: Lead work teams and groups/ Monitor the implementation of environmental management policies and procedures/ Participate in an audit process/Participate in a HACCP team/ Report on workplace performance/ Support and mentor individuals and groups</i>
Initial Operator Level	S4 – S5	Certificate 2	<i>2B as for 2C and include relevant <b>optional skills</b> eg Participate in improvement processes/ Apply principles of statistical process control Implement sampling procedures/Participate in sensory analyses/Conduct routine maintenance /Implement environmental policies and procedures/ Participate in work teams and groups 2A: as for 1 C plus job based technical skills at Level 2</i>
Food Production Employee	S1 – S3	Certificate 1	<i>1C Certificate 1 plus Core Certificate 2 1B AS below plus options 1A Core plus job based technical skills</i>



## Career Path examples

Career paths are based on tasks employees are willing to undertake and the standard of skill and training they achieve.

Please note however that in the transition no one will be paid less than they are currently being paid.

**Example #1:** Any person who feels they would wish only to work as a general hand will have 4 steps in their career path: S1, S2, S3 and S4. To move to the S4 level this person will need to:

1. Demonstrate excellence at their job functions plus,
2. Have achieved level 1 Certificate and completed 5 core units at Level 2
3. Have completed any other mandatory requirements including having appropriate experience for the level as per pages 99 & 100 of this agreement

### **Example #2:**

A person who feels they would like to be an operator only of non-complex machinery (see definition) there are 5 steps: S1 to S5. To move to the S5 level this person will need to:

1. Demonstrate excellence at their non-complex job functions OR complex job function at first level plus,
2. Have achieved a suitable Level 2 Certificate
3. Have completed any other mandatory requirements including having appropriate experience for the level as per pages 99 & 100 of this agreement

### **Example #3:**

A person who feels they would like to be an operator of complex machinery (see definition) or a workplace leader there are 9 steps: to move to the S9 level this person will need to:

1. Demonstrate excellence at their complex job functions and/or shown leadership potential plus,
2. Have achieved a suitable Level 3 Certificate plus
3. Be selected for an available position through competitive application
4. Have completed any other mandatory requirements including having appropriate experience for the level as per pages 99 & 100 of this agreement

**Job analysis and Classification Scoring Chart (See usage rules and guidelines on next page)**

Factor	Significance	Very High/Score (10)	High//Score (6)	Moderate/Score (2)	Low/Score (1)
People Managed	5	25+	10-24	3-9	0-2
Technical Complexity	3	Complex Machinery / Task	Significant Machinery / Task	Basic Equipment / Task	Minimal Equipment / Task
Technical Excellence	2	Functions require technical operation at a high level over a department. Trouble shooting capacity	Functions require technical operation at a moderate level in an area. Requires advice	Functions require minimal level of technical excellence. In training or Requires guidance	New to equipment
OH&S Responsibility	3	Manages OH&S audits, monitors OH&S over a Department and Implements policy	Monitors OH&S over an area and Implements OH&S policy and/or inputs into the development of OH&S procedures	Monitors OH&S activities and/or trains others in OH&S Procedures	Follows OH&S Policies and Procedures
QA Responsibility	3	Manages QA Audits monitors QA over a Department and Implements policy	Monitors QA over an area and implements QA policy and/or inputs into the development of QA Procedures. High Risks involved	Monitors QA activities and/or trains others in QA Procedures	Follows QA Policies and Procedures
Record Keeping	2	Stock and HACCP sign offs. Time keeping.	QC charts, for example involving time and temperature processes utilizing sensitive equipment and interpreting data	Recording Performance Charts/Tables and other data not involving analysis utilizing manual or simple or scanning equipment, eg. Recording down time	Personal record keeping
Food safety Responsibility	3	More than 3 CCPs	Monitors 1 CCP and other CPs	Monitors CPs	Meets Personal Food safety requirements
Production Volume	2	Section	Line	Machine	Own duties

## Score Chart Rules

1. All rating must be carried out with a panel of employee representatives and management representatives.
2. If there is any dispute between the members of the rating panels on a classification issue, the matter is to be referred to the independent arbitrator for resolution and any dispute from this arbitration will be referred to the disputes process of this agreement at step 6.
3. Maximum Possible score is 230, it will not be possible to achieve such a score due to conflicting variables.
4. Minimum score is 23 for new entrants

## Score Chart Guidelines

Example # 1: Person will manage section of 40 people, operating basic equipment across a whole section, one CCP, person required needs high skill and takes all key responsibilities: Significance Score =  $5 \times 10 + 3 \times 2 + 2 \times 10 + 3 \times 10 + 3 \times 10 + 2 \times 10 + 3 \times 6 + 2 \times 10 = 194$

Example # 2: Person will manage no people, operating complex equipment, 3 CCPs, person required needs high skill but takes no key responsibilities: Significance Score =  $5 \times 1 + 3 \times 10 + 2 \times 10 + 3 \times 2 + 3 \times 2 + 2 \times 6 + 3 \times 10 + 2 \times 2 = 98$

Permanent Employees are to be rated as at the height of the season and are to retain that classification year around.

Seasonal/Temporary employees are to be rated in accordance with the function performed.

If a score is beyond 170 points an examination of the size of the job performed must occur and if appropriate, the job should be broken down and some responsibilities delegated to reduce the rating.

**Job Classification structure points table to be used in conjunction with Job analysis and Classification Scoring Chart**

<b>Level</b>	<b>Points</b>
<b>S9</b>	<b>140 – 160</b>
<b>S8</b>	<b>111 – 139</b>
<b>S7</b>	<b>100 – 110</b>
<b>S6</b>	<b>90 – 99</b>
<b>S5</b>	<b>80 – 89</b>
<b>S4</b>	<b>70 – 79</b>
<b>S3</b>	<b>40 – 69</b>
<b>S2</b>	<b>24 – 39</b>
<b>S1</b>	<b>0 - 23</b>

**Mandatory Qualifications at each competency level and rules applying to appointment to jobs**

Level	Responsibilities	Qualification (minimum)	Key Responsibilities	Method of Appointment	Indicative experience
S10 Not in Agreement, provided for indicative purposes only.	Coordinate performance/output of a number of teams across an operational division	Certificate III in Food Processing (Must include: <b>FDFOPTSM3A Support and mentor individuals and groups &amp; FDFIMMIA4A Manage internal audits</b> ) <b>Conflict resolution</b>	Liaison Motivation Coordination Goal setting Systems control Auditing	By advertising and selection	5 years cumulative experience
S9	Senior Team Leader coordinate output of a number of teams team and take control of key operational responsibilities across an operational area within a division	Certificate III in Food Processing (Must include: FDFOPTTG3A Lead work teams and groups & FDFOPTRWP3A Report on workplace performance. <b>Conflict resolution</b>	Leadership Employee participation Assessment Monitors QA and OH&S Systems Mentoring	By advertising and selection	4 years cumulative
S8	Team Leader Undertake complex operational responsibilities across a section	Core of Certificate III in Food Processing plus all necessary Specialist Competencies. <b>Conflict resolution</b>	Advanced Technical skill Specialist knowledge Production efficiency Tutoring	By advertising and selection	3 years experience
S7	Key Person, Undertake complex operational responsibilities for significant equipment	Core of Certificate III in Food Processing plus all necessary Specialist Competencies	Advanced Technical skill Service supports Monitoring	By advertising and selection	3 years experience



S6	Operates core equipment	Certificate II in Food Processing (including Options: Participate in work teams and groups & FDFOPTPIP3A Participate in improvement processes)	Understands and implements all aspects of Quality, Food and Occupational Safety All relevant Production Specialist/Technical skills	Training and competency achievement	2 years experience
S5	Provides support services to core equipment	Core of Certificate II in Food Processing plus all necessary Specialist Competencies	Understands and implements all aspects of Quality, Food and Occupational Safety All relevant Supply and packaging Specialist/ Technical skills	Training and competency achievement	2 years experience
S4	Assists in providing support services	Certificate 1 plus Core of Certificate II in Food Processing	Implements all systems of QA, FS, OH&S plus range of specialist skills at level 1	Training and competency achievement	1 year experience
S3	Assists in providing support services	Certificate 1 in Food Processing	Experienced with AQF 1 skills plus manual handling and follows direction on OH&S, QA, FS	Training and competency achievement	1 year experience
S2	Assists in providing support services	Core safety and quality responsibilities 2 Basic technical skills	Learning AQF 1 specialist skills plus manual handling and follows direction on OH&S, QA, FS	Training and competency achievement	4 months experience
S1	Assists in providing support services probationary level.	Core safety and quality responsibilities	Basic understanding of Hygiene, Quality, OH&S and learning AQF 1 specialist skill	By employment	



Inexperienced Person Entry Point

**ATTACHMENT 4 TEAM LEADERS ON COMMENCEMENT OF AGREEMENT**

Arthur Cotsopoulos	Margaret Maher	Robert Burgess
Colin Cormick	Colin Wood	Robert Burns
Greg James	Lee Ganino	Stuart Watt
Grant Durston	Peter Vanderwey	Peter Hawking