



George Weston Foods Limited

Don KRC – A Division of George Weston Foods

Castlemaine (Processing and Logistics) Collective Agreement 2008

1 INTRODUCTION

1.1 Title

This agreement shall be known as the Castlemaine (Processing & Logistics) Collective Agreement 2008.

1.2 Arrangement

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1.3 Coverage

This Agreement shall be binding upon:

- (a) Don KRC - A Division of George Weston Foods Ltd (the "Company"), based at 64 Richards Road, Castlemaine, Victoria 3450; and
- (b) All employees of the Company whose work is covered within the classification structure set out in Schedule A with respect to processing and logistics at the Company's processing plant in Castlemaine.

1.4 Date of Operation

This Agreement will operate seven days after the receipt of the required notice from the Workplace Authority that the agreement has passed the no disadvantage test and otherwise complies with the Workplace Relations Act 1996 ('The Act'). The Agreement's nominal expiry date is 30 June 2011.

1.5 Comprehensive Agreement

This Agreement sets out the terms and conditions of employment and engagement. This Agreement will totally regulate the terms and conditions of employment. In particular, this Agreement operates to the total exclusion of any existing or future Award, certified agreement, industrial or collective agreement or other workplace agreement.

The parties agree that this Agreement covers the field in relation to, and is intended to deal comprehensively and exhaustively with, the terms and conditions of the employment relationship between the Company and its employees covered by this Agreement. Accordingly, during the term of this Agreement, no further claims will be made for any changes in remuneration arrangements or conditions of employment of employees.

1.6 Facilitation by Agreement

- (a) Subject to clause 1.6(b), the Company and a majority of employees (50% plus 1) in a section or sections of the workplace, may agree in writing that the employee(s) is exempt from any or all of the provisions of clause 4 of this Agreement.
- (b) If an agreement is entered into pursuant to this clause, the terms and conditions of each relevant employee's employment must:
 - (1) comply with the Australian Fair Pay and Conditions Standard (as amended); and
 - (2) not be less favourable when viewed on an overall basis, than the terms and conditions that would apply to the employee under this Agreement.
- (c) Where agreement has been reached under this clause, that agreement will be binding on all such employees within the enterprise or section/s that the agreement reached applies to.

1.7 General Conditions of Employment

Whilst working for the Company, the employee agrees to:

- (a) comply with all reasonable and safe work instructions issued by managers and supervisors. Employees can be directed to perform any duties and use any tools and equipment within their skill, competence and knowledge;
- (b) comply with all site rules, policies and procedures as varied from time to time (for the avoidance of doubt such rules, policies and procedures do not form part of this Agreement);
- (c) correctly wear all Personal Protective Equipment (PPE) such as gloves, face masks, hearing protection and protective eyewear as directed and required in designated areas;
- (d) actively co-operate with management and supervisors to achieve the most efficient work outcomes and work consistently to the best of the employee's ability;
- (e) undergo all relevant training and assessment necessary to fulfil, or endeavour to fulfil, the inherent requirements of the job classification and provide buddy training where directed by the Company;
- (f) submit to drug and/or alcohol testing after the occurrence of any workplace incident or where there is a suspected impairment in accordance with the Company's policies (as varied from time to time);
- (g) demonstrate respect towards all fellow employees, including managers/supervisors, and refrain from any bullying and/or harassment of other employees, visitors or contractors.

Failure to comply with any of the abovementioned clauses may result in disciplinary action being taken by the Company up to and including termination of employment.

1.8 Dispute Resolution Procedure

Subject to clause 1.8(e), in the event of a dispute in relation to a matter arising under this Agreement, in relation to the wages and conditions of employment, the following steps will be taken:

- (a) In the first instance the parties will attempt to resolve the matter at the workplace in the following manner:
 - (1) by discussions between the employee or employees concerned and the relevant supervisor;
 - (2) if the discussions referred to in clause 1.8(a)(1) do not resolve the dispute, by discussions between the employee or employees concerned and more senior levels of management in the Company.
- (b) Either party to the dispute may appoint another person to accompany or represent them in relation to the dispute.
- (c) If the matter cannot be resolved at the workplace level either party may refer the matter to the Australian Industrial Relations Commission (the Commission) for resolution by conciliation and, where the matter in dispute remains unresolved, either party may refer the dispute to the Commission for arbitration. The decision of the Commission will bind the parties, subject to either party exercising a right of appeal against the decision to a Full Bench.
- (d) Whilst all of the above procedures are being followed, work shall continue as normal except that:
 - (1) in the case of a genuine safety issue, in which case the issue will be referred to the Workcover Authority for determination;
 - (2) nothing in this clause shall prevent the Company from instituting disciplinary action up to and including termination of employment.
- (e) This clause 1.8 does not apply to disputes concerning the classification structure set out in Schedule A of this Agreement.

2.1 Ordinary Hours of Work

An employee's 'Ordinary Hours of Work' are defined in clause 4.1(a) (other than the ordinary hours of work for a shift worker, which are defined in clause 4.6(b)).

2.2 Contract of Employment

Employees may be engaged on a full time, part time, seasonal/fixed term (full or part time) or casual basis. The employee and the Company may agree to the transfer of the employee from one category to another category. When an employee commences employment, transfers to another position or is promoted, the Company will provide the employee with a written statement outlining, where applicable, the employee's:

- (a) employment type and position;
- (b) Ordinary Hours of Work and roster arrangements;
- (c) rate of pay and classification;
- (d) date of appointment, transfer or promotion; and
- (e) details of where to access a copy of this Agreement.

2.3 Full Time Employment

A full time employee is an employee who is engaged to work 38 hours per week and reasonable additional hours worked as required to meet operational requirements.

2.4 Part Time Employment

The Company may employ part time employees in any classification in this Agreement. A part time employee is one who:

- (a) is engaged to work less than the full time hours of 38 hours per week; and
- (b) receives, on a pro rata hourly basis, equivalent pay and conditions to those of full time employees of the same classification.

2.5 Seasonal/Fixed Term Employment

An employee may be engaged for a fixed period to meet seasonal or specific requirements. Employees in this category are eligible for all entitlements of a full time or part time permanent employee on a pro rata basis for the period during which they are employed.

2.6 Casual Employment

- (a) A casual employee is one who is engaged by the hour and whose employment will terminate at the end of each period worked. The minimum period of engagement will be three hours, which may be comprised of hours within or outside the Ordinary Hours of Work prescribed by this Agreement.
- (b) A casual employee will be paid for each hour worked, at the ordinary hourly rate for the classification in which they are employed plus a loading of 20%. The loading is in lieu of payment for annual leave, personal leave, public holidays and compassionate leave.
- (c) A casual employee who works overtime in accordance with clause 4.3 will not receive the casual loading when on overtime rates. A casual may be employed on shift work provided that the casual receives the appropriate shift allowance in clause 4.7, excepting that the 20% casual loading referred to above shall not be inclusive of the shift allowance.
- (d) Casual employees will be notified wherever possible of their starting and finishing times for the period of their engagement at the commencement of their engagement.
- (e) Casual employees may have their employment terminated with one hour of notice by either party, subject to the employee having worked a minimum of three hours. In addition to actual

hours worked, where a casual employee is terminated at the initiative of the Company prior to such employee having worked three hours, the Company shall pay the employee, at the employee's ordinary rate, the difference between the time actually worked and the minimum three hour engagement period.

- (f) A casual employee who terminates their own employment prior to the end of their engagement period will not be entitled to payment in respect of any time actually worked. The Company, at its discretion, may allow payment for actual time worked less than three (3) hours where a casual employee terminates their engagement because of an unforeseen incident or emergency calculated on the employee's ordinary rate of pay (as defined in clause 2.8(b) and Schedule A).

2.7 Probation

All new employees who are classified as Permanent Full Time, Permanent Part Time or Seasonal/Fixed Term will be engaged on a probationary basis for a period of 3 months. In circumstances where the Company believes an employee's performance is currently unacceptable but could reach the standard required at a future date, the probation period may be extended in writing by up to a maximum of a further 3 months. The total period on probation shall not exceed 6 months. During this probationary period the employment may be terminated by either side with the giving of one week's notice or, where the Company has terminated the employment, payment in lieu of notice.

2.8 Notice of Termination by the Company

- (a) Subject to clause 2.12, notice of termination of an employee's employment that is provided by the Company shall be in accordance with the following standard:

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

Provided that the notice period shall be increased by one week in the case of an employee who is over 45 years of age and has completed at least two years continuous service.

- (b) At the discretion of the Company, the notice period may be paid out, in part, or in full, or the employee may be required to work all of the notice period. Where the relevant period of notice is not provided, the employee shall be entitled to payment in lieu of notice. Payment in lieu of notice shall be calculated using an employee's ordinary rate of pay. "**Ordinary rate of pay**" shall be calculated on the basis of the employee's ordinary hours earnings and shall exclude all other payments including but not limited to overtime, penalty rates, travel or other allowances.
- (c) The Company shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of his or her employment, the employment type, the classification of the type of work performed by the employee and rate of pay.

2.9 Notice of Termination by employee

- (a) The notice of termination of employment to be given to the Company where termination is at the initiative of the employee shall be the same as that of the Company, except that an employee who is 45 years or over shall not be required to provide the Company with the additional week's notice as set out above.
- (b) If an employee fails to provide the Company with the required notice of termination, the Company shall have the right to withhold monies due to the employee to a maximum amount equal to the ordinary rate of pay for the required period of notice not provided by the employee. Provided that all monies and entitlements owing to the employee may be withheld

on termination by the Company, pending the employee's return of all issued property held by the employee as at the date of termination.

2.10 Abandonment of Employment

- (a) An employee who is absent from work for a period of four consecutive days without the consent of the Company and, during that time, has failed to notify the Company or satisfy the Company that the absence was for a reasonable cause, shall be deemed to have abandoned their employment and shall have effectively resigned from their employment.
- (b) Termination in such circumstances shall operate from the date the employee last attended at work or the last day's absence approved by the Company. Where employment is abandoned, no notice period is payable to the employee by the Company and all monies owing to the employee may be withheld pending the employee's return of all issued property held by the employee as at the date of termination.
- (c) In the event that the employee has a legitimate reason for not contacting the Company which can be verified to the satisfaction of the Company, the Company may deem that the employee has not abandoned their employment.

2.11 Suspension of Employees

The parties recognise that incidents of misconduct may occur from time to time which warrant disciplinary action which may result in termination of employment. Under such circumstances, the responsible senior manager, in consultation with the Manager Human Resources or his/her nominee, may suspend an employee without pay for up to ten working days. Any suspension under this clause will not affect an employee's continuity of service. Nothing in this Agreement shall affect the Company's legal right to terminate summarily, or the employee's right to resign, during or after the period of suspension.

2.12 Summary Dismissal

Nothing in this Agreement shall interfere with the right of the Company to dismiss any employee, without notice, for an act of serious misconduct or other circumstances justifying summary dismissal including (but not limited to) theft, acts of violence, wilful damage and/or a serious breach of occupational health and safety policies and procedures. In such instances, wages will only be paid up to the time of the dismissal.

3 WAGE RATES AND RELATED MATTERS

3.1 Wage Rates and Progression

The classification structure and the rules for progression and transition through the structure are set out in Schedule A.

3.2 Payment of Wages

- (a) Wages shall be paid weekly in arrears via electronic funds transfer within 72 hours (or 96 hours in connection with Public Holidays) of the end of the pay cycle and shall consist of payment for ordinary hours rostered and worked, authorised leave and any overtime for the pay period concerned.
- (b) Employees are required to notify the Company of any over or under payments as soon as they are identified.
- (c) If an employee is paid an amount in their pay to which they are not entitled, the Company may recover such amounts by deductions from their pay on a weekly basis and/or from termination pay (or other monies due).
- (d) Problems with individual employee's wages shall be rectified if requested as soon as reasonably practicable after the problem is brought to the attention of the Company and verified by the Company. This rectification may include reimbursement.

3.3 Superannuation

- (a) The Company shall make the required contributions for each eligible employee to an approved superannuation fund in accordance with the Superannuation Guarantee Charge Act 1992 (as amended from time to time). If the employee fails to nominate a fund, the Company shall make the required contributions to AustralianSuper (AS), which shall be the default fund. Superannuation contributions shall be made on a monthly basis in arrears.
- (b) 'Ordinary Time Earnings' shall include the classification rate, shift work premiums, and any penalties where such penalties are part of the employee's ordinary time earnings. Ordinary time earnings exclude overtime, travel, meals and annual leave loading.

3.4 Employee Contributions

If an employee wishes to make contributions to their superannuation fund in addition to those being paid by the Company, the employee shall be entitled to authorise the Company to pay amounts specified by the employee into the fund from their wage.

3.5 Salary Sacrifice for Superannuation

- (a) An employee may elect to have additional superannuation contributions made from their pre-tax salary (known as "salary sacrifice") provided such requests are in accordance with the law and are approved by the Company.
- (b) All salary sacrifice contributions under this clause are to be made in multiples of \$10.
- (c) An employee may choose to vary the amount of their contribution once every six months, but the variation will only be implemented from the first pay period commencing 1 month after the request has been received. The employee may cancel the salary sacrifice arrangement at any time, but it cannot be reinstated for a period of six months from the date of cancellation.

4 HOURS OF WORK, OVERTIME & ADDITIONAL PAYMENTS

4.1 Hours of Work

- (a) The Ordinary Hours of Work shall be 38 hours per week worked between Monday and Friday 5.00am to 7.00pm (midnight for cleaners) and a maximum of 8 hours per day.
- (b) At the commencement of their employment, employees will be advised of the normal start and finish times. Changes to the start and finish times may be made by the Company by providing 36 hours notice or such shorter notice period agreed between the employee and the Company.

4.2 Rostered Days Off

Notwithstanding clause 4.1(a), employees will be rostered to work 40 hours per week between Monday and Friday. In this case, the additional two hours will be banked towards a rostered day off (RDO) on the basis that an employee will accrue an entitlement to a paid RDO after 19 working days in accordance with the following:

- (a) RDOs will be rostered in accordance with operational requirements;
- (b) an employee may take an individual RDO with the agreement of the Company, when they have banked 8 or more hours;
- (c) RDOs will be paid at the employee's Ordinary rate of pay (as defined in clause 2.8(b) and Schedule A);
- (d) owing to peak production needs RDOs may be restricted between September and January and Easter period determined by the Company of each year;
- (e) payment shall not be made in lieu of an RDO except on termination of employment; and

- (f) a maximum of 10 RDO days can be banked at any time. The Company can direct an employee to take any accrual of RDOs in excess of 10 days.

4.3 Overtime

- (a) Subject to clause 4.2 and clause 4.4 all hours worked:

- (1) by employees other than shift workers, before 5:00am and/or after 7:00pm on any day on a Monday to Friday;
- (2) in excess of eight hours on any one day on a Monday to Friday;
- (3) in excess of 40 hours in any week on Monday to Friday; or
- (4) on a Saturday,

will be paid at the appropriate rate for the classification in which the employee is employed under this Agreement plus a 50% loading for the first two and a half hours and a 100% loading for all hours thereafter.

- (b) Subject to clause 4.2 and clause 4.4 all hours worked on a Sunday will be paid at the appropriate rate for the classification in which the employee is employed under this Agreement plus a 100% loading.
- (c) It shall be a condition of employment that an employee shall work reasonable overtime to meet the needs of the Company. In particular, employees accept that the nature of the smallgoods processing business is such that they may be required to work reasonable additional hours to meet operational requirements, particularly during the Christmas build-up of product, from September to January.
- (d) An employee is required to advise their manager if they are not able to work any additional hours on a particular day.

4.4 Special Arrangements

- (a) Where an employee, by agreement with the Company, agrees to work a roster that includes work on Saturdays and Sundays clause 4.3 will not apply and:
- (1) all hours worked on a Saturday will be paid at the appropriate rate for the classification in which the employee is employed under this Agreement plus a 50% loading;
 - (2) all hours worked on a Sunday will be paid at the appropriate rate for the classification in which the employee is employed under this Agreement plus a 75% loading; and
 - (3) the employee can be required to work up to 9.5 hours on any one day on a Monday to Sunday without being paid overtime rate, other than the applicable loadings in 4.4(a)(1) and (2).
- (b) The roster agreed between the Company and the employee under clause 4.4(a) may be spread over any days of the week.
- (c) Subject to clause 1.6, the Company will not require an existing employee to agree to any of the special arrangements set out in this clause..

4.5 Allowances

- (a) Meal allowance

An employee required to work overtime of one and a half hours (Monday – Sunday) at the end of their normal day of work shall be entitled to be supplied with a meal or paid an allowance of \$9.50. The meal allowance shall be increased in accordance with Schedule A.

- (b) First aid allowance

An appropriately qualified employee who acts in lieu of and performs the duties of a full-time first-aid officer or nurse will be paid an allowance of \$2.50 per day. The first aid allowance shall be increased in accordance with Schedule A.

- (c) Cold temperatures allowance

Where an employee is required to work in a temperature artificially reduced the employee will be paid an allowance as set out in Schedule A of this Agreement for every hour or part of an hour for which the employee is so required to work.

4.6 Shift Work

- (a) Any position covered by this Agreement may be performed by way of shift work. The Company will notify the relevant employee if they are considered a "shift worker" for the purpose of this Agreement.
- (b) The ordinary hours of work for a shift worker shall be 38 hours per week to be worked in five shifts of 7.6 hours each. Such shifts will be worked on five days, except where a night shift is in operation in which case the night shift may finish no later than 9.00 a.m. on Saturday morning.
- (c) Transfer of an employee from day work to shift work, or from shift work to day work, will be by agreement between the Company and the employee.
- (d) Shifts may be worked on a one-shift, two-shift or three-shift system.
- (e) For the purposes of this clause:
- (1) **Afternoon Shift** means any shift commencing at or after 2.00 p.m. and finishing at or before midnight.
 - (2) **Night Shift** means any shift finishing after midnight and at or before 9.00 a.m.
 - (3) **Fixed Night Shift** means a night shift on which an employee is not allowed to rotate so as to give the employee at least one week in each three consecutive weeks on some other shift or shifts.
 - (4) **Day Shift in a Three-Shift System** means any shift finishing at or after 2.00 p.m. and at or before 4.00 p.m.

4.7 Shift Allowances

- (a) A shift worker on Afternoon Shift will be paid the appropriate rate for the classification in which the employee is employed under this Agreement, plus 15%.
- (b) A shift worker on Night Shift will be paid the appropriate rate for the classification in which the shift worker is employed under this Agreement, plus 25%.
- (c) A shift worker on a Fixed Night Shift will be paid the appropriate rate for the classification in which the employee is employed under this Agreement, plus 30%.
- (d) A shift worker who works on an Afternoon Shift which does not continue for at least five successive afternoon or night shifts shall be paid for each shift 50% for the first three hours thereof and 100% for the remaining hours in addition to the shift worker's ordinary rate.
- (e) A casual employee employed in shift work will receive the appropriate percentage loading (shift allowance) prescribed in this subclause and an additional 20% casual loading (as prescribed by clause 2.6 of this Agreement) of the appropriate Agreement rate (i.e. the casual loading is not inclusive of the shift allowance).

4.8 Rest Breaks

- (a) No employee shall work more than 5 hours without a 30 minutes unpaid meal break, unless agreed otherwise with the employee.
- (b) An employee directed to work through their meal period will be paid overtime rates for that period.
- (c) Two paid rest breaks, one of fifteen minutes duration and a second of ten minutes duration will be taken. One break will be between the commencement time and the meal break and one break will be taken between the meal break and finish time.

- (d) If an interruption to work occurs at any time within 1 hour of a scheduled break, the Company may direct the employee to take the break at that time.
- (e) Where an employee works in excess of 10 hours on one day an additional paid break of 10 minutes duration shall be taken.

4.9 Rest Breaks – Shift Work

- (a) Except when engaged on a three-shift system, a shift worker may either be allowed:
 - (1) a meal interval of no less than 30 minutes; or
 - (2) a crib time of 30 minutes after working five hours, which will be counted as time worked to be taken at a time agreed between the Company and relevant employees.
- (b) The starting and finishing times of the ordinary hours of work of shift workers shall be fixed by the Company and once fixed may only be altered by agreement between the Company and a majority of the shift workers concerned in accordance with clause 1.6 - Enterprise flexibility or, in the absence of such agreement, by the giving of not less than seven day's notice by the Company to each shift worker of such proposed change of times. This subclause does not apply to a shift worker who is required to alter their starting time to enable the management to make provision for replacement in which case the shift worker will be given at least 36 hours notice of the change unless the shift worker otherwise agrees.
- (c) Shift workers engaged on a three-shift system will rotate between shifts unless otherwise agreed between the Company and the shift worker.
- (d) Rosters may be changed with the giving of 1 week's notice or such shorter period as may be agreed between the employee and their supervisor.
- (e) No shift worker shall be required to commence a shift without having had 10 hours rest since their last shift.

5 LEAVE & STATUTORY HOLIDAYS

5.1 Annual Leave

- (a) Employees (other than casual employees) will accrue annual leave at the rate of 11.6924 hours for each completed 152 hours of service.
- (b) Subject to law, the Company may direct an employee to take annual leave if the accrual is in excess of 8 weeks.
- (c) In order to meet peak production needs, annual leave may be restricted between September and January; and Easter period of each year.
- (d) An employee shall be paid at their normal hourly rate for the leave period plus shift allowance or 17½% leave loading, whichever is the greater.

5.2 Personal Leave (Sick and Carer's Leave)

- (a) An employee (other than a casual employee) will accrue personal leave at the rate of 5.8462 hours for each completed 152 hours of service when an employee is absent:
 - (1) due to personal illness or injury; or
 - (2) to provide care and support to a member of the employee's household or immediate family who is ill or injured or is affected by an unexpected emergency.
- (b) Any unexpended entitlement shall accrue from year to year. All accrued personal leave must be utilised before any application for unpaid carer's leave is made. Personal leave will be paid at the Ordinary rate of pay (as defined in clause 2.8(b) and Schedule A) for the leave period.
- (c) An employee who is prevented from attending work by illness or injury (including the necessity to be the primary carer of an injured or ill member of the employee's immediate family or household member) must, prior to the commencement of their shift, or as soon as practicable

on the first day of such absence, notify the Company of their intended absence and state the nature of their illness/injury or caring requirement. An employee must indicate the likely length of their absence and must inform the Company of any change to this advice at the earliest practicable time.

- (d) An employee may also be required to produce a medical certificate setting out the reason for their absence. In any event an employee must satisfy the Company as to the reason for their absence to qualify for payment. If it is impracticable to supply a medical certificate a statutory declaration may be utilised. Such statutory declaration must state the reason for not producing a medical certificate. If the reason is the inability to obtain a medical appointment, the statutory declaration must confirm the name of the doctor/clinic that was unable to see the employee. If an employee contracts any illness or injury where a return to work is likely to put the employee or the product at risk, an employee shall obtain clearance from a medical practitioner prior to returning to the workplace in accordance with the Company's Food Safety policy at the time.
- (e) An employee is entitled to use up to 10 days of their personal leave as paid carer's leave per annum. An employee can use 2 days of unpaid carer's leave per annum, after they have utilised their paid personal leave entitlement.
- (f) With the written agreement of the Company, an employee may elect to forgo a period of accrued personal leave and receive a payment in lieu based on their normal Ordinary rate of pay (as defined in clause 2.8(b) and Schedule A) provided that a balance of 114 hours is maintained.
- (g) Upon termination of employment, employees with a minimum of twelve months of continuous service at the time of commencement of this Agreement, shall be entitled to have their accrued personal leave balance paid out upon separation to a maximum of 304 hours, provided that the Company may offset any amounts owed by the employee in accordance with clause 3.2(c).

5.3 Parental Leave

Certain employees will be entitled to leave upon the birth of or adoption of a child in accordance with relevant legislation or Company Policy whichever is the greater. The Human Resources Department will provide details of this leave upon request.

5.4 Long Service Leave

- (a) An employee will be eligible for long service leave in accordance with relevant legislation.
- (b) An employee's entitlements to long service leave are to be calculated in accordance with and by reference to relevant legislation as amended from time to time. However, by way of guidance only, the basic entitlements provided under the relevant legislation as at the commencement date of this Agreement are as follows:
 - (1) an employee is entitled to 13 weeks of long service leave on completing 15 years of continuous employment with the Company;
 - (2) an employee is entitled to 4 1/3 weeks of long service leave on completing each period of 5 years of continuous employment with the Company after the first 15 years of continuous employment with the Company;
 - (3) if an employee has completed at least 10, but less than 15 years of continuous employment with the Company, the employee is entitled to an amount of long service leave equal to 1/60th of the period of continuous employment with the Company;
 - (4) an employee who stops working for the Company after completing 15 years of continuous employment with the Company is entitled to an amount of long service leave equal to 1/60th of the period of his or her continuous employment with the Company since he or she last became entitled to long service leave under sub-clause (3) above; and
 - (5) if an employee's employment is ended and the employee has completed at least seven, but less than 15, years of continuous employment with the Company, the

employee is entitled to an amount of long service leave equal to 1/60th of the period of his or her continuous employment.

- (c) For the avoidance of doubt, the relevant legislation relating to long service leave will prevail over this clause 5.4 in the event of any inconsistency.

5.5 Compassionate Leave

- (a) Employees (other than casual employees) are entitled to paid leave up to 2 days on each occasion of the death or life threatening injury or illness to a member of their immediate family or household. If an employee is deemed to be a long-term casual employee (for example, has more than 24 months of regular service), then the employee is entitled to at least 2 days unpaid compassionate leave upon the death of a member of their immediate family or household in Australia.
- (b) 'Immediate family' includes an employee's spouse (including a former spouse, a de facto spouse and a former de facto spouse), the father, mother, brother, sister, grandparent, grandchild, child or stepchild of the employee and/or their spouse.

5.6 Public Holidays

- (a) All employees will be entitled to the following public holidays without deduction of pay:
- (1) Queen's Birthday
 - (2) Melbourne Cup Day
 - (3) Christmas Day
 - (4) Boxing Day
 - (5) New Year's Day
 - (6) Australia Day
 - (7) Labour Day
 - (8) Good Friday
 - (9) Easter Monday
 - (10) Anzac Day
 - (11) Each employee who has had 12 months continuous and permanent service shall be entitled to one additional day of holiday. This may be banked or taken at a mutually agreed date.
- (b) The following holidays in lieu shall be observed:
- (1) When Christmas Day is Saturday or a Sunday, holiday in lieu thereof shall be observed on 27 December.
 - (2) When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on the first weekday after Christmas Day.
 - (3) When New Year's Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on the following Monday.
- (c) If an employee works on a public holiday, the Company and the employee may agree to substitute (i.e. allow the employee to take paid leave on) another working day within 90 days of the public holiday in lieu of sub-clause 5.6(d).
- (d) A full-time employee who works on any of the above-named public holidays or on any day substituted by Act of Parliament or proclamation of such public holiday, shall be paid as follows:

- (1) Christmas Day or Anzac Day will be paid at double the ordinary hourly rate for all time worked;
 - (2) Good Friday will be paid for all time worked at the rate of time and a half for the first four hours and double time thereafter based on their ordinary hourly rate; and
 - (3) Any other public holiday will be paid at time and a half for the first two hours and double time thereafter based on the ordinary hourly rate.
 - (4) For full time and part time employees, the above payments will be in addition to the ordinary rate of pay. Payment for work on public holidays does not attract shift loading.
- (e) A part-time employee shall have the same entitlements under this clause, on a pro rata basis, as a full-time employee, provided that the public holiday in question falls on a day which is part of their normal roster.

5.7 Stand Down

Notwithstanding anything elsewhere contained in this Agreement, the Company shall have the right to close down a plant or a section of a plant, for any time an employee cannot usefully be employed because of any strike or major breakdown in machinery or any stoppage of work by any cause for which the Company cannot reasonably be held responsible. The employee may take any annual leave or RDOs that the employee has accrued at that date or may take unpaid leave. Employees will also be entitled to use any other leave entitlements they have accrued.

5.8 Planned Closures

Where the Company decides to close down a plant or a section of the plant, the Company will give affected employees two weeks notice of its intention to close down for the duration of the close-down, all employees in the plant or sections concerned. During a close down, the Company will first endeavour to redeploy to other parts of the plant the affected employees. If this is not possible the employee may take any annual leave or RDOs that the employee has accrued at that date or may take unpaid leave. Employees will also be entitled to use any other leave entitlements they have accrued.

5.9 Jury Service

If an employee, other than a casual employee, is required to attend court as a juror, the employee shall be entitled to be paid by the Company the difference between the employees' ordinary pay and any fee received by the employee for the jury service. Jury service includes both actual services as a juror and attendance at court for the jury selection process. The Company may require the employee to produce certificates of attendance for jury service.

5.10 Emergency Services Leave

An employee will be entitled to paid leave if the employee is a member of the Country Fire Authority or the State Emergency Services and is called upon to attend to an emergency during their normal working hours. The Company will pay the employee at the employee's ordinary rate of pay, plus any shift allowances that apply, for the period of the leave.

6 ACCIDENT PAY

6.1 Definitions

The following definitions apply for the purposes of this clause 6:

- (a) 'Act' means the Accident Compensation Act 1985 (Victoria) as amended from time to time.
- (b) 'Current work capacity' has the same meaning as in the Act.
- (c) 'Incapacity' has the same meaning as in the Act.

- (d) 'Injury' means an injury within the meaning of the Act for which compensation is being paid pursuant to the Act.
- (e) 'No current work capacity' has the same meaning as in the Act.

6.2 What is accident pay?

- (a) **No current work capacity:** Where an employee (other than a casual employee) is deemed to have No current work capacity, '**accident pay**' means the difference between the weekly payment the employee is entitled to receive under the Act and an amount equal to the wages the employee would have received from the ordinary time the employee would have worked with the Company performing the employee's normal duties, in the employee's normal classification, for the week in question but excluding:
 - (1) shift premiums,
 - (2) overtime payments;
 - (3) allowances;
 - (4) special rates or other similar payments.
- (b) **Current work capacity:** Where an employee (other than a casual employee) is deemed to have Current work capacity, '**accident pay**' means the difference between the weekly payment the employee is entitled to receive under the Act together with any ordinary time payments for any work undertaken by the employee and an amount equal to the wages the employee would have received from the ordinary time the employee would have worked with the Company performing the employee's normal duties, in the employee's normal classification, for the week in question but excluding:
 - (1) shift premiums,
 - (2) overtime payments;
 - (3) allowances;
 - (4) special rates or other similar payments.

6.3 Part week payments

Payments of accident pay made in respect of part of a week will be on a pro-rata basis.

6.4 Qualification for payment

- (a) The Company is responsible for the payment of accident pay, but this liability may be discharged by another person on the Company's behalf.
- (b) As long as an employee (other than a casual employee) who was employed by the Company at the time of the incapacity remains employed by the Company and is entitled to receive weekly payments under the Act, the employee is entitled to accident pay, provided that:
 - (1) if an employee with Current work capacity cannot obtain suitable employment from the Company but alternative employment is available with another employer, then the relevant amount of accident pay will still be paid by the Company; and
 - (2) accident pay will still be paid by the Company if the employee's employment is terminated by the Company, except where the termination is due to the employee's serious or willful misconduct or arising from a declaration of liquidation of the Company (in which case the employee's entitlement will be determined by the Act alone).

- (c) To qualify for continued payments after the termination of the employee's employment, the employee will, if required by the Company, be required to provide evidence to the Company of continued weekly payments under the Act.

6.5 Period of payment

- (a) No accident pay will be payable in respect of any period of incapacity commencing during the first month of employment of an employee by the Company, unless such incapacity continues beyond the first month of employment and then, subject to clauses 6.5(c) and 6.5(e) accident pay will only apply to the period after the first month.
- (b) In the cases of diseases contracted by gradual process or injuries subject to recurrence, aggravation, or acceleration for which the Company is liable to pay compensation under the Act such injuries or diseases will not be subject to accident pay unless the employee has been employed with the Company at the time of the incapacity for a minimum period of three months and is still employed by the Company at the time of payment.
- (c) Accident pay does not apply in respect of any injury for the first five normal working days of incapacity.
- (d) An employee may be required to declare all injury claims made by the employee in the previous five years; and in the event of false or inaccurate information being deliberately and knowingly declared, the Company may require the employee to forfeit entitlement to accident pay under this clause.
- (e) The maximum period or aggregate of periods of accident pay to be made by the Company will be a total of 26 weeks for any one injury.

6.6 Absences on other paid leave

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

6.7 Notice of injury

As soon as reasonable practicable after an employee receives an injury for which the employee claims to be entitled to accident pay, the employee (or a representative of the employee) must give the Company written notice of the injury.

6.8 Medical examinations

In order to receive entitlement to accident pay, an employee will conform to the requirements of the Act as to medical examination.

6.9 Redemption of weekly payments

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

6.10 Civil damages claim

- (a) An employee receiving or who has received accident pay will advise the Company 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 Company entitling the Company to a charge upon any money payable pursuant to any verdict or settlement on that injury.
- (b) Where an employee obtains a verdict for damages or is paid an amount in settlement of any claim for damages in respect of an injury for which the employee has received accident pay the Company's liability to pay accident pay will cease from the date of such verdict and/or the

date of such settlement; provided that if verdict for damages or settlement is not reduced either in whole or part by the amount of accident pay made by the Company, the employee will pay to the Company any amount of accident pay already received in respect of that injury by which the verdict or settlement has not been so reduced.

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

6.11 Variations in compensation rates

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

6.12 * Death of an employee

Entitlements to accident pay will cease on the death of an employee.

SCHEDULE A - Wage rates and classification structure

1 Wage Rates

- (a) The minimum weekly/hourly rates of pay for full-time employees shall be as follows:

GRADE	Effective from the first full pay period on or after 8 Dec 2008	Hourly Rate	4.5% Effective from the first full pay period on or after 8 Dec 2009	Hourly Rate	2.5% Effective from the first full pay period on or after 8 Dec 2010	Hourly Rate
1	\$622.35	\$16.3776	\$650.35	\$17.1145	\$666.60	\$17.5421
2	\$641.90	\$16.8921	\$670.78	\$17.6521	\$687.55	\$18.0934
3	\$661.45	\$17.4066	\$691.22	\$18.1900	\$708.50	\$18.6447
4	\$681.05	\$17.9224	\$711.70	\$18.7289	\$729.50	\$19.1974
5	\$710.70	\$18.7026	\$742.68	\$19.5442	\$761.25	\$20.0329
6	\$731.30	\$19.2447	\$764.21	\$20.1108	\$783.31	\$20.6134

- (b) An employee who has not attained 17 years of age shall be paid 70% of the adult rate for the relevant Grade at which the employee is classified.
- (c) The meal allowance provided for in clause 4.5(a) shall be as follows:

Effective from the first full pay period on or after 8 Dec 2008	Effective from the first full pay period on or after 8 Dec 2009	Effective from the first full pay period on or after 8 Dec 2010
\$9.50	\$9.90	\$10.30

(d) **Line Leader Allowance**

- (1) Subject to subclause (2) below, where an employee is appointed to a position designated by the Company as a "Line Leader", he or she shall receive a weekly Line Leader Allowance of \$100.00. This Allowance shall not be increased over the life of this Agreement, is not incorporated in the calculation of overtime, and does not attract shift penalties. This allowance will be counted for calculation of superannuation.
 - (2) Where an employee is temporarily appointed by management to work as a "Line Leader", the employee shall receive a Line Leader Allowance of \$20.00 for every day that the employee works in this role.
- (e) The daily first aid allowance provided for in clause 4.5(b) shall be as follows:

Effective from the first full pay period on or after 8 Dec 2008	Effective from the first full pay period on or after 8 Dec 2009	Effective from the first full pay period on or after 8 Dec 2010
\$2.50	\$2.60	\$2.70

- (f) Cold temperatures allowance applies to those employees who are designated for regular work within the chillers/freezers as follows:

TEMPERATURE RANGE (CELSIUS SCALE)	RATE PER HOUR
1. Chiller Allowance (From 0 degrees centigrade to -3 degrees Celsius inclusive)	40 cents
2. Freezer Allowance (From -4 degrees Celsius)	50 cents

Note: The above rates are not cumulative. If the temperature of the room falls below -26 degrees Celsius the employee may, after one hour, refuse to continue to work in such a room until the temperature rises to -26 degrees.

2 Classification Structure and the “Skills Matrix”

- (a) The classification structure in this Agreement consists of six Grades, with each Grade being underpinned by a Grade Level Descriptor and competency standards, as follows:

GRADE	GRADE LEVEL DESCRIPTOR
1	Manufacturing Assistant – Entry Level
2	Manufacturing Assistant
3	Operator
4	Operator
5	Advanced Operator
6	Advanced Operator

- (b) All positions/jobs under this structure are assessed against the Grade Level Descriptors to determine their overall work value level and Grade relative to appropriate internal benchmarks.
- (c) Employees generally commence at Grade 1 and may progress to higher Grades through a process of competency assessment from Grades 1 to 4, and through a combination of competency assessment and appointment for Grades 5 and 6. However, should a position at Grade 4 be designated as a “Line Leader” role then an appointment process will also apply.
- (d) The Grade Level Descriptors are set out in Schedule B.
- (e) The competency standards applying at each Grade are set out in the Skills Matrix Handbook, as varied from time to time.
- (f) The aim of Skills Matrix is to provide employees with a pathway for future career development and salary progression. It is also to promote the development and utilization of the skills, knowledge and behaviours that the Company needs in order to continually improve workplace efficiencies, performance and culture.
- (g) The Skills Matrix Handbook comprises both technical competencies and generic competencies. Technical competencies are job specific or relevant to a particular job category. Generic competencies are a combination of skills, knowledge and behaviours which enable all employees to undertake their duties on behalf of the Company effectively.
- (h) In order to assist employees in applying for assessment and/or identifying development needs, training in the Skills Matrix will be developed and provided to managers and supervisors of employees under this Agreement, as well as Workplace Trainers and Assessors, within six (6) months after commencement of this Agreement.
- (i) The Skills Matrix will come into effect within six (6) months after the approval of this Agreement.

3 Translation

- (a) Each Employee covered by this Agreement will translate from their current Grade into the equivalent Grade at the wage rate specified in this Schedule A.
- (b) During the first twelve months following commencement of this Agreement the Company will review the grade allocation process to ensure that employees classified in Grades 4 to 6 inclusive can demonstrate the competencies and skills required under the Skills Matrix Handbook to achieve the Grade. If an employee is assessed to be not competent in the skills required by the Skills Matrix Handbook, the employee will be given training to achieve the level of competency at their current Grade. Any employee that cannot demonstrate the required

skills following this training period will be reclassified at the Grade which matches his/her competency level and the individual will not be eligible to receive further wage increases until such time that the employee's wage rate is at the allocated Grade rate.

- (c) No employee shall be paid a lower wage rate than the rate paid to each employee immediately prior to the certification of this Agreement as a result of the assessment process described in clause 6 of Schedule A. Should the Company fail to provide a reasonable degree of training and assistance to the employee during the training period specified above, then the individual will be confirmed at the Grade level held upon translation.

4 Progression through the Skills Matrix

- (a) Progression through the Skills Matrix from Grade 1 up to Grade 4 (inclusive of Grades 2 and 3) will be by competency assessment where the employee is performing work to the value and standards of competence as described in the Skills Matrix Handbook, taking into account both Technical and Generic competencies.
- (b) Progression to Grade 5 and/or Grade 6 will be by a combination of appointment to a position and competency assessment as per the above. Employees appointed to a position at Grade 5 or 6 will be required to achieve the competency standards at the corresponding Grade level. The assessment will take place as soon as the employee is ready, and/or within six months of the date of appointment into a position at Grade 5 or 6, or for existing employees, twelve months of commencement of this Agreement.
- (c) If an employee at Grade 5 or 6 does not meet the competency standards, the Company may at its discretion provide a further period of training to assist the employee to achieve the Grade. Notwithstanding this, if the employee is unable to achieve the competency requirements of Grade 5 or 6, he or she may be reclassified at a lower Grade based on competency level and will receive the corresponding rate of pay.

5 Requests for Training

All employees may request training to assist them in developing and maintaining competencies. The Company will endeavour to support all applications for training but may limit training during peak production periods or for other business requirements, on the basis of what is reasonable.

6 Assessment

Assessment of competency will be carried out by a qualified Workplace Assessor with input from the responsible managers/supervisors and the trainer. The Company will encourage employees to undertake competency assessment when they believe they are ready and will assist employees to prepare for assessment through training, coaching and guidelines.

In circumstances where:

- (a) an employee makes an application to the Company for a competency assessment;
- (b) through no fault of the employee the assessment takes place more than three months after the employee has made the application ; and
- (c) the employee is assessed as being competent in the skills required in a higher Grade

then the Company will pay the employee at the applicable rate for the higher Grade starting from the date three months after the employee made the application.

7 Utilising Skills

- (a) The Company shall endeavour to provide employees with the opportunity to use their skills in an attempt to avoid the loss of competencies. If an employee has been assessed as competent in a skill, the Company can ask that employee to utilise such skill at any level up to the Grade level achieved and to train other employees in that skill as part of their normal duties.

- (b) Employees will be required to maintain currency of the competency standards achieved to remain at the assigned Grade. Employees that do not maintain currency may not be eligible to receive further wage increases until such time that the employee's wage rate falls within the Grade level corresponding with their skills.

8 Skills Matrix Review Team

With the introduction of new technologies, equipment or other changes that impact on skills required or positions available, the Human Resources Department will investigate the changes in consultation with the area affected. The proposed changes will be tabled with a working party comprising Human Resources representatives, the Plant Manager or his/her nominee, management representatives and at least three employee representatives. Based on this information the working party will decide what the appropriate changes should be and these changes will be incorporated into the **Skills Matrix Handbook**.

9 Appeals Process

- (a) Where an applicant seeking progression to a higher Grade is aggrieved at not being assessed as competent, the applicant shall seek and obtain feedback from the responsible Assessor and/or supervisor as to the reasons for the assessment outcome.
- (b) If the employee is still aggrieved, he/she may request a review by forwarding details of the grievance to the Departmental Manager (or his/her nominee). The Departmental Manager or his/her nominee shall examine the circumstances of the assessment and shall respond to the aggrieved employee within a reasonable timeframe.
- (c) Within 14 days of receiving the response the aggrieved employee may refer the matter to a Review Committee for determination. The Review Committee shall comprise a Workplace Assessor and the Manager Human Resources or his/her nominee and the Plant Manager or his/her nominee. To be successful the aggrieved employee will be required to demonstrate to the Committee that the decision could not reasonably be arrived at on the basis of the facts. If desired, the employee may seek assistance from a third party to act as an advocate.
- (d) The Committee's role shall be one of review and where suitable re-assessment. The recommendation of the Committee shall be by simple majority and shall be final.

SCHEDULE B - Grade Level Descriptors

Characteristics of employee @ Grade 1	
Accountability	A Grade 1 employee has a basic responsibility to learn and apply the requirements of the work role, to be responsible for his/her own work, actions and behaviours and work as part of a team within a closely supervised situation.
Direction	Clear direction is provided to the employee on-the-job and within a team environment. The employee is able to follow directions and work under instruction.
Job complexity	At Grade 1 the work tasks are simple and routine.
Job focus	The employee focuses on satisfactory completion of one job at a time with minimal planning required.
Knowledge	A Grade 1 employee is developing a basic operational knowledge and uses simple methods and tools in a specific area. The employee demonstrates a basic understanding of Don KRC's policies and procedures including OHS, EO, hygiene and quality control.
Skills	A range of basic repetitive operational skills is characteristic of a Grade 1 employee including an ability to listen and learn and to contextualise own learning. The employee will display a basic awareness and initiative.

Characteristics of employee @ Grade 2	
Accountability	A Grade 2 employee is responsible for his/her own work and actions and behaviour within a supervised team environment.
Direction	Clear direction is provided to the employee on-the-job and within the team environment.
Job complexity	At Grade 2 the work tasks are simple and routine. The employee is able to select actions appropriate to the work tasks and to apply solutions to a limited range of predictable situations.
Job focus	The employee at Grade 2 focuses on satisfactory completion of one job at a time with minimal planning required. The employee is able to move with ease from one Grade 2 task to another and is responsive to requests to rotate jobs and assist team members.
Knowledge	At Grade 2 an employee has a basic operational knowledge using simple and established routine methods and tools, typically applied in 1 - 2 areas. The employee demonstrates a sound understanding of Don KRC's policies and procedures, including EO, OHS, hygiene and quality control.
Skills	A Grade 2 employee has a range of operational skills including an ability to listen and learn and to contextualise own learning. The employee displays awareness and initiative and seeks to improve own skills, efficiency and contribution to the team.

Characteristics of employee @ Grade 3	
Accountability	A Grade 3 employee is responsible for his/her own work and actions within a team environment and under limited supervision. He/she may be requested to assist with the induction training of new staff.
Direction	Some on-the-job direction is provided to the employee as an individual and as a team member. The individual is capable of operating effectively and safely without close supervision.
Job complexity	At Grade 3 the work tasks are of medium complexity and are usually repetitive in nature. The employee is able to use some discretion and judgement in applying known solutions to a variety of predictable situations. He/she is able to operate safely and work to line efficiency.
Job focus	The employee focuses on the satisfactory completion of one task at a time which may be short term over a few days or a one day task. Some day-to-day planning and problem solving is required. At this grade the employee requires initiative and an ability to collect information.
Knowledge	At Grade 3 an employee has a basic operational knowledge and uses simple

	methods and tools within a moderate range of areas. He/she has a knowledge of machinery, specifications, chemicals and recipes. The employee has an understanding of Don KRC's policies and procedures including EO, OHS, hygiene and quality control requirements.
Skills	A Grade 3 employee has a range of well developed operational skills as a machine operator within one or more areas, including the skills to detect and identify faults and implement known solutions. He/she is able to work individually or as part of a team and has the ability and interest to develop further skills, such as knife handling skills.

Characteristics of employee @ Grade 4	
Accountability	A Grade 4 employee is responsible for ensuring quality is achieved during the shift, that correct procedures are used and equipment is maintained and operating so as to achieve production requirements. The employee will provide on-the-job training and coaching but will generally have limited responsibility for the outputs of others. The employee is responsible for his/her own work, actions and behaviour. A Grade 4 employee may take responsibility for the co-ordination and direction of a small team.
Direction	Work at Grade 4 is mostly self-directed and guided by the production plans and schedules.
Job complexity	At Grade 4 the work tasks are of high-medium complexity and the employee has developed a thorough understanding of operations and the ability to work independently on a range of activities. The employee is able to apply known solutions to a range of production or packaging activities within a range of predictable and unpredictable situations.
Job focus	The job focus at Grade 4 is on the short term needs of a shift including daily and weekly schedules. The work involves forward thinking and the ability to be on constant alert as to daily production requirements and issues.
Knowledge	At Grade 4 an employee has a broad technical and theoretical knowledge base including knowledge of product identification, specification and equipment operation to an advanced level. The employee has a sound knowledge of Don KRC's policies and procedures and understands the limitations of his/her department.
Skills	A Grade 4 employee has a broad range of well-developed skills and is highly skilled in one or more complex functions and several less complex functions. He/she have skills that enable him/her to problem solve and analyse and collate information so as to make judgements. The employee is able to assist the Line Leader and Team Leader in decision making and in the training of lower level employees. The employee uses planning and organisational skills and prioritises own work tasks.

Characteristics of employee @ Grade 5	
Accountability	A Grade 5 employee will typically take responsibility for the co-ordination and direction of a small team working on a line or in a designated area. The employee is responsible for ensuring quality and safety compliance, correct procedures for usage and maintenance and operation of equipment. They may be responsible for the local induction and/or training of staff in specific job functions and skills. He/she is responsible for own work, actions and behaviour and some responsibility for the outputs of others.
Direction	Work at Grade 5 is mostly self-directed within approved plans and programs.
Job complexity	At Grade 5 the employee has the ability to run an entire line. The job involves tasks of medium to high complexity and involves applying known solutions to a range of varied production and packaging activities within a defined range of predictable and unpredictable situations.
Job focus	The job focus at Grade 5 is on overseeing machine operations and production from start to finish following the production plan. It is focused around daily and weekly schedules. The work will typically involve

	co-ordinating people and production runs and being alert to and solving daily production requirements and issues.
Knowledge (Aligned with AQF Level 3)	At Grade 5 an employee has a high level and in-depth theoretical and technical knowledge of production and packaging across within a complex area. They have a strong knowledge of Don KRC's policies and procedures and a basic knowledge of people management.
Skills (Aligned with AQF Level 3)	A Grade 5 employee has a broad range of well-developed skills with specialist skills in one particular area including complex methods and tools related to the machinery and equipment. At this grade the employee has effective skills in problem solving, analysis and collation of information, organisational and self management skills that include time management and the ability to give direction and train others. They have basic people management skills.

Characteristics of employee @ Grade 6

Accountability	A Grade 6 employee will typically take responsibility for the co-ordination, direction and performance of a team. The employee is responsible for ensuring quality and safety compliance, correct procedures for usage and maintenance and operation of equipment. The employee will be responsible for the local induction and/or training of staff in specific job functions and day-to-day problem-solving and continuous improvement. There may be some responsibility for the output of others. He/she is responsible for own work and behaviour and some responsibility for the outputs of others.
Direction	Work at Grade 6 is mostly self-directed within approved plans and programs.
Job complexity	At Grade 6 the employee has a high level knowledge and understanding of production and packaging technology and processes. They also have the ability to co-ordinate and direct multiple lines. The job involves tasks of high complexity and applying known solutions to a range of varied production and packaging activities within a range of predictable and unpredictable situations.
Job focus	The job focus at Grade 6 is on overseeing machine operations and production from start to finish following the production plan. It is focused around daily and weekly schedules. The work will typically involve co-ordinating people and production runs and being alert to and solving daily production requirements and issues across a broad work area.
Knowledge (Aligned with AQF Level 3)	At Grade 6 an employee has a high level and in-depth theoretical and technical knowledge of many aspects of production and packaging across a complex area. They have a strong understanding and knowledge of Don KRC policies and procedures and are developing a broader knowledge of the theory and practice of people management.
Skills (Aligned with AQF Level 3)	A Grade 6 employee has a broad range of well-developed skills with specialist skills across a broad area including the complex methods and tools related to the machinery and equipment. At this grade the employee has effective skills in problem solving, analysis and collation of information, organisational and self management skills that include time management and the ability to instruct and train others. They are developing an ability to apply people management theory into practice.

SCHEDULE C - Redundancy provisions

1 Definitions

- (a) **Redundancy** occurs where an Company has made a definite decision that the Company no longer wishes the job the employee has been doing done by anyone and that decision leads to the termination of employment of the employee, except where this is due to the ordinary and customary turnover of labour.
- (b) **Week's Pay** means the ordinary time rate of pay for the employee concerned. Provided that such rate shall exclude:
- (1) overtime
 - (2) penalty rates
 - (3) disability allowances
 - (4) shift allowances
 - (5) special rates
 - (6) fares and travelling time allowances
 - (7) bonuses
 - (8) any other ancillary payments of a like nature.

2 Transfer to Lower Paid Duties

Where an employee is transferred to lower paid duties by reason of the Company no longer requiring the former position held by the employee to be performed by anyone:

- (a) the same period of notice must be given as the employee would have been entitled to if the employee's employment had been terminated; and
- (b) the Company may make payment in lieu of an amount equal to the difference between the former ordinary rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

3 Severance Pay

- (a) An employee whose employment is terminated by reason of Redundancy is entitled to 3.5 Weeks' Pay (in respect of severance) per year of completed service and pro-rata for incomplete years of service, capped at a maximum of 52 weeks, in respect of a period of continuous service.
- (b) Weeks' Pay is defined in clause 1 of this Schedule C.

4 Employee Leaving During Notice Period

An employee given formal notice of termination in circumstances of Redundancy may terminate his/her employment during the period of notice. In this circumstance the employee will not be entitled to receive the benefits and payments they would have received under this clause had they remained with the Company until the expiry of the notice and will not be entitled to payment in lieu of the balance of any notice period.

5 Alternative Employment

- (a) No severance payment will be payable if, before the termination of an employee's employment, the Company offers the employee, or causes the employee to be offered, suitable alternative employment with the Company or another employer, regardless of whether the employee accepts the offer.
- (b) "Suitable alternative employment" means a role:
 - (1) In which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions that applied to the employee before the offer;
 - (2) In which the new employer recognises the period of continuous service which the employee had with the Company (and with any previous employer where the Company recognised that period of service) to be continuous service with the new employer.

6 Employees Exempted

This Schedule C does not apply to:

- (a) employees terminated as a consequence of serious misconduct that justifies dismissal without notice;
- (b) probationary employees;
- (c) apprentices;
- (d) trainees;
- (e) employees engaged for a specific period of time or for a specified task or tasks (eg fixed term seasonal); or
- (f) casual employees.