

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA04/53

**TITLE: Goodman Fielder Consumer Foods Limited - Mascot  
Production Agreement 2003**

**I.R.C. NO:** IRC3/6677

**DATE APPROVED/COMMENCEMENT:** 27 November 2003/6 June 2003

**TERM:** 24 months

**NEW AGREEMENT OR  
VARIATION:** Replaces EA01/262

**GAZETTAL REFERENCE:** 26 March 2004

**DATE TERMINATED:**

**NUMBER OF PAGES:** 27

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to all employees of Goodman Fielder Consumer Foods Limited who are employed at the Company's Mascot site and who fall within the coverage of the Margarine Makers (State) Award and the Electricians, &c. (State) Award

# GOODMAN FIELDER CONSUMER FOODS - MASCOT PRODUCTION AGREEMENT 2003

## Arrangement

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## Goodman Fielder Consumer Foods Limited - Mascot Production Agreement 2003

An Agreement made this the second day of October 2003 and in pursuance of the New South Wales *Industrial Relations Act* 1996, as amended, between Goodman Fielder Consumer Foods Limited, (hereinafter called the "Employer" or the "Company") of the one part and The AWU - New South Wales Branch, The Electrical Trades Union (hereinafter called the "Unions") of the other part. This agreement shall be known as the - Goodman Fielder Consumer Foods Limited - Mascot Production Agreement 2003

### 1. Area, Incidence and Duration

- 1.1. This Agreement applies to all employees of the Company, who are:
  - (a) members of the Union;
  - (b) employed at the Company's Mascot site;
  - (c) classified by one of the classifications listed in this Agreement.
- 1.2 This Agreement rescinds and replaces previous Agreements registered or otherwise made between the "Company" and the "Unions" in so far as the said Agreements apply to members of the Union parties to this Agreement at the site and in so far as any such Agreements relate to the assessment of wage rates and the determination of conditions on the site.
- 1.3 This Agreement will take place on or from the first pay period on or after the 6th June 2003 for a period of two years.
- 1.4 The terms and conditions of this Agreement shall be read in conjunction with the terms and conditions of the Margarine Makers State Award, and Electricians, &c. (state) Award except that where an inconsistency occurs, the terms and conditions of this Agreement will prevail to the extent of the inconsistency over the parent award.

## **2. Classifications, Definitions, Training Standards, Wage Rates**

Classifications, allowances, definitions, and wage rates will be as detailed in Attachment I of this Agreement.

## **3. Contract of Employment**

- 3.1 All employees other than Casuals or Fixed Term will be engaged as full time or part-time employees.
- 3.2 Employees engaged as casuals are engaged by the hour and paid 15 percent in addition to the hourly equivalent of their respective rate as classified with a minimum payment of 4 hours.
- 3.3 Employees may be engaged as Fixed Term employees and will receive pro-rata entitlements of full time employees. The relevant Union will be consulted prior to such engagement.
- 3.4 Notwithstanding the provisions of 3.1 wherever a requirement exists to engage part time employees prior consultation will take place with the Union.

## **4. Labour Flexibility**

- 4.1 An employee can be directed to carry out any duties within the limit of his/her skill, competence and training. Such duties can be of a lower classification.
- 4.2 Where such duties are at a lower classification the employee will continue to be paid at the rate applicable to his/her normal classification. Such duties should be in accordance with normal safety standards and not designed to promote de-skilling.
- 4.3 No restriction of time, place or numbers of employees, other than those required by safety, may be imposed on any job.
- 4.4 There will be no restriction on who or what employment categories (including monthly paid personnel) can perform work on site other than statutory requirements such as certification to perform certain work eg. boiler certification. As an example monthly paid personnel could provide temporary relief for activities normally performed by weekly paid personnel. The intent of this clause is not to replace weekly paid personnel with monthly paid personnel, rather to break down the barriers between weekly paid and monthly paid personnel. If need be the implementation of this clause can be reviewed by the Commission during the life of the Agreement.

- 4.5 Where full time personnel are working with skilled casual personnel, full time personnel will be given preference to perform the higher skilled work. Employment of casual personnel will not prejudice the employment of full time employees.

### **5. Training**

- 5.1 The Mascot Management Team is committed to support training efforts, and will allow the allocation of reasonable resource on the line to relieve for on the job and off the job training in line with Production Requirements.
- 5.2 It is expected that employees will actively participate, support, search for opportunities and be flexible in working with the company to achieve these goals.
- 5.3 We recognise that by increasing our focus on training, we will increase our skill base and capability, enable a greater sense of employee satisfaction and deliver long term benefits for the company.

### **6. Staffing**

- 6.1 The Company will endeavour to offer security of employment to existing employees as far as possible within circumstances of market fluctuation and changes to production mix requirements, technology, methodology and organisation structure. However, circumstances may occur which demand that the Company reduce its numbers of employees, in which case the Company will notify the Union and both parties will discuss the matter before either take any action.
- 6.2 When this is necessary the Company will endeavour, as far as possible, to achieve the reduction by natural attrition. Where this is not possible the Redundancy Provisions contained in clause 26 will apply.

### **7. Payment of Wages**

- 7.1 The pay week will run from a.m. Wednesday to p.m. Tuesday. If there is a need to change this timing the Unions will be consulted.
- 7.2 Pay day will be Thursday. Pay will be made by E.F.T.
- 7.3 Pay advices will be distributed during normal working hours.

### **8. Mixed Functions**

- 8.1 An employee required, on a temporary basis, to perform tasks normally assigned to employees of higher classifications, will be paid the pay rates assigned to the higher classifications as follows:
- (a) for less than 2 hours: payment for the period worked;
  - (b) for 2 hours or more in any one shift: payment for the whole shift;
- 8.2 An employee, acting temporarily in a higher classification, who continues in that higher classification on overtime, will continue to be paid at the higher rate of pay until completion of the overtime worked.
- 8.3 An employee can work as directed on a temporary basis to any lower classification within the group of classifications to which his/her classification belongs. For the purposes of training, the Mixed Functions clause does not apply.

### **9. Hours**

The ordinary hours of work shall not exceed 12 on any one day provided that in any arrangement of ordinary working hours where the working hours are to exceed eight on any one day, the arrangement of hours shall be subject to agreement between the employer, each individual employee and /or the majority of employees in the plant or work section or sections concerned.

The ordinary hours of work, exclusive of meal times, shall be an average of 38 per week, Monday to Friday, worked as follows;

- (a) The hours to be worked will be between the span of hours 6 am to 6 pm
- (b) Once having been fixed, the time for commencing and finishing work shall not be altered without at least seven days' notice to the employees concerned or by mutual agreement between the employer and such employees. Where the majority of the employees and the employer so agree, the starting time may be varied to an earlier time.
- (c) The daily hours prescribed by paragraph (a) of this subclause may be altered by the Company with the consent of the Unions concerned.

### **10. Shift Work**

- 10.1 All personnel will be deemed to be shift workers
- 10.2 Employees will be given 72 hours notice of a requirement to change shifts. Such notice can be given prior to commencement of shift. Employees who are not given the required notice will be paid overtime rates for the shifts worked until the expiration of the notice period.
- 10.3 Shifts may be permanent, alternating or rotating by agreement between the Company and the majority of employees in the plant or work section or sections concerned, (following consultation with the Union) to suit the circumstances of the Company.
- 10.4 The ordinary hours of work will not exceed 76 in any period of two consecutive weeks, or 114 hours in any period of three consecutive weeks, or 152 hours in any period of four consecutive weeks. Where the employees are working shift work, the ordinary working hours on any shift shall not exceed eight. These hours may be extended subject to agreement between the employer, each individual employee and/or the majority of employees in the plant or work section or sections concerned.
- 10.5 Starting and finishing times of shifts will be fixed and subsequently varied by mutual agreement between the Company and the majority of employees in the plant or work section or sections concerned, following consultation with Union representatives. In the absence of agreement, variation to the times will be by way of seven days notice of alteration given by the Company to the employees.

### **11. Shift Allowances (Non Continuous)**

- 11.1 Where an employee rotates through three shifts morning, afternoon and night, shift allowance will be:

Morning shift	Nil
Afternoon shift	18%
Night shift	23 1/2%

- 11.2 Where an employee rotates through two shifts, morning and afternoon, shift allowances will be:

Morning shift	Nil
Afternoon shift	18%

- 11.3 Where an employee works permanently on the same shift, shift allowances will be:

Morning shift	Nil
Afternoon shift	20 1/2%
Night shift	33 1/2%

- 11.4 Continuous shifts (seven days)

- a) Monday to Friday

Afternoon shift 18%  
Night shift 23 1/2%  
b) 11pm Friday to 11pm Sunday  
All shifts - double time

c) Public Holidays  
All shifts - double time and a half

- 11.5 The appropriate shift allowance will be paid on overtime when that overtime exceeds 4 hours in any one shift. For this purpose each shift will stand alone.

## 12 Meal Breaks

- 12.1 A period of at least twenty five minutes will be allowed on each shift as a meal break. The time at which the meal break is taken will be determined by the needs of production in a department.
- 12.2 Employees will not be required to work for more than six hours without a meal break (excludes Tea Breaks).).
- 12.3 All work done during meal breaks and thereafter until a meal break is allowed, will be paid for at the overtime rate applicable. Where the time of the meal break can vary over a one hour period the penalty will not be paid until the second half of the one hour period has commenced.
- 12.4 During normal shifts, employees will be entitled to one ten minute tea break between the start of the shift and the meal break. The time of the break will be determined by mutual arrangement within the time span of the first hour and one half and second hours and a half of the shift. Such arrangement should ensure production needs are not affected.
- 12.5 A reasonable amount of time will fall between breaks.

## 13. Overtime

- 13.1 Overtime is defined as any work performed outside the agreed ordinary hours.
- 13.2 The following overtime rates will apply:
- a) Weekdays and Saturdays, which are not public holidays:  
First hour: time and a half ordinary rates  
Thereafter: double time
- b) Sundays:  
All hours: double time
- c) Public Holidays  
All hours: triple time
- 13.3 The Company may require employees to work reasonable overtime at overtime rates, and such employees will work overtime in accordance with such requirement. However employees will not normally be penalised where mitigating circumstances exist.

The assignment of overtime by the Company will be based on the specific work requirements of the enterprise. To best ensure a safe working environment, double shifts will be avoided where possible, e.g. typically by working 4 hours before or after shift.

- 13.5 When employees are requested to work overtime on a Saturday, Sunday or Public Holiday, they will be given at least four hours work unless the overtime is worked prior to the commencement or subsequent to the conclusion of a rostered shift, where the Company will nominate the length of overtime, which may be of any duration.

- 13.6 The Company will notify the requirement for weekend overtime by shift end on the preceding Thursday, unless the overtime is caused by circumstances outside the Company's control e.g. major plant breakdown.
- 13.7 If a person is advised of the requirement to work overtime the day prior and such overtime is cancelled on the actual day, the employee will be entitled to payment of the meal money. When notification is given on the day and cancelled later that same day no payment will be made, unless the employee can prove a financial loss due to the purchase of a meal for the overtime period.
- 13.8 In the event that weekend overtime is cancelled after 11pm Thursday, a payment of four hours at ordinary rate will be made, except when cancellation is due to factors beyond Company control.
- 13.9 Where overtime is scheduled for at least four hours and the cancellation occurs after the conclusion of the last ordinary shift prior to the overtime, a payment of four hours at ordinary time will be made, except when cancellation is due to factors beyond Company control i.e. major plant failure or non-delivery of raw materials/packaging.
- 13.10 Where overtime is scheduled for at least four hours and has commenced but is disrupted because of shortage of materials, a breakdown of machinery or equipment or any other source, alternate work will be provided and paid for at the overtime rate.

#### **14. Call Backs**

- 14.1 An employee recalled to work overtime after leaving the Company's premises (whether notified before or after leaving the premises) shall be paid for a minimum of four hours' work at overtime rates for each time that he/she is recalled. This sub clause shall not apply in cases when it is customary for an employee to return to the Company's premises to perform a specific job outside his/her ordinary working hours or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.
- 14.2 An employee will not be required to work the full four hours if the job he is recalled to perform is completed in a shorter period.
- 14.3 When a call back begins three hours or less prior to the employee's normal starting time, the employee will receive payment for the full four hours of the call back at overtime rate and will continue working until the normal cessation of the rostered period of work, which will be paid at ordinary time rate.
- 14.4 Where an employee is recalled to work, the Company will provide transport to and from work or if the employee is able to provide his own transport will pay the allowances applicable to his vehicle, as set out in the current NRMA Motoring Cost Schedule.
- 14.5 Travelling time of 0.5 hours each way will be paid for a call-back.

#### **15. Overtime Breaks**

- 15.1 Unless the period of overtime is less than one hour, an employee, before starting overtime after working ordinary hours, will be paid a crib break of 20 minutes which will be paid for as time worked.
- 15.2 An employee working a whole shift on a Saturday, Sunday or Public Holiday will take normal shift breaks.
- 15.3 In the unavoidable situation whereby an employee is working a double shift outside of weekends or public holidays to fill in for an absent employee, they will observe the same breaks on the overtime shift as the employees rostered for the shift and will be paid for all such breaks at overtime rates.

#### **16. Meal Money During Overtime**

- 16.1 Meal allowance is as listed in Attachment I.

- 16.2 Meal allowance will be adjusted in line with the C.P.I. change for New South Wales, effective on or after the commencement of each Agreement.
- 16.3 Where an employee is requested to work overtime following his shift and that overtime lasts for more than one (1) hour, meal allowance will be paid as follows:
- a) prior to commencement of overtime,
  - b) every four hours, providing overtime continues after that four hours.
- 16.4 Where an employee is requested to work overtime commencing at least one hour before his/her shift, meal allowance will be paid.
- 16.5 Where an employee is requested to work overtime at a time not following or preceding his normal shift, meal allowance will be paid after every period of four hours worked, providing overtime continues after the period of four hours.
- 16.6 When an employee is on a call back, meal allowance will be paid:
- a) after two hours;
  - b) after completion of every four hours of call back subsequent to the first two hours (that is after six hours, after ten hours etc.) providing the call back continues after that four hours.

### **17. Rest Periods After Overtime**

- 17.1 An employee who works so much overtime after the termination of his/her ordinary work on one day and the commencement of his/her ordinary work on the next day that he has not had at least ten consecutive hours off duty between those times, will be released after completion of such overtime until he/she has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 17.2 If on the instruction of the Company such an employee resumes or continues work without having had such ten consecutive hours off duty, he/she will be paid at double time until he/she is released from duty for such period and he/she will then be entitled to be absent until he/she has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 17.3 Weekend work on overtime is excluded from the provisions of 17.1 and 17.2. Such overtime stands alone for all purposes.
- 17.4 Award provisions for rest periods will apply in the case of call backs.

### **18. Annual Leave**

- 18.1 Annual leave will be taken as provided for by the *Annual Holidays Act*, 1944 as amended.
- 18.2 Annual leave loading will be paid as a weekly allowance equivalent to an annual leave loading of 25%.

### **19. Public Holidays**

- 19.1 Public Holidays will be as detailed in the relevant (State Awards). Any mid week Public Holidays may be moved to a Monday or Friday to meet business needs.
- 19.2 Employees, who work a whole shift on a Public Holiday other than a Sunday may elect:
- a) to be paid the normal overtime rate for the public holiday and take a day off without pay to be taken within six (6) months of the public holiday worked;
- or



- b) to be paid double time for the public holiday and take a day off with pay to be taken within six (6) months of the public holiday worked.

19.3 Picnic Day will fall on any day as mutually agreed between the company and the employees.

19.4 Employees who are absent the working day before or after a Public Holiday or Picnic Day will be required to present proof by way of a doctor's certificate or Statutory Declaration that they were unable to attend work on those days.

## **20. Long Service Leave**

20.1 The provisions of the *Long Service Leave Act NSW. (1955)* as amended will prevail with the following additional benefits.

- (a) An employee who has completed with an employer at least 5 years service and whose services are terminated by the employer for any reason (other than the employee's serious and wilful misconduct) or by the employee on account of illness, incapacity or domestic or other pressing necessity or by reason of the death of the employee (where the service is between 5-10 years), is entitled to be paid a proportionate amount for long service leave on the basis of 13 weeks for 15 years subsequent service.
- (b) Where an employee for any reason leaves the employer's service or is dismissed by him with more than 10 but less than 15 years service, he is entitled to a proportionate amount of long service on the basis of 13 weeks for 20 years for service before April 1, 1963 and 13 weeks for 15 years for service after that date.
- (c) Long service leave will be granted by mutual consent between the Company and the employee in advance of the entitlement date of 15 years continuous service, but not earlier than 10 years' service with the Company. Leave granted thus will not be in excess of pro rata entitlement as at 10 years service, and will not be of less than one month's duration.
- (d) Long service leave taken, as a continuing part of employment with the Company will be paid for at average pay or ordinary rate whichever is the greater.
- (e) Where Public Holidays occur during an employee's period of long service leave, such leave will be extended by one day for each Public Holiday.

20.2 Terminations

- (a) Employees who retires from the Company will be paid their pro rata long service leave at average pay rates as defined or ordinary rate whichever is the greater.
- (b) Where a person leaves the Company and there is an entitlement to pro rata long service leave such leave will be paid as in 20.2.1

## **21. Sick Leave**

21.1 Sick leave will be taken as provided for in the appropriate awards i.e. 5 days after the first year of service, rising to 10 days after subsequent years and no entitlement until after three months of continuous service, with the following provisions superseding award provisions. Sick leave shall accumulate on a year by year basis.

21.2 Employees with seven years' completed service with the Company will have two additional days sick leave at the beginning of the eighth and subsequent years.

21.3 Years of service for the purpose of this clause means the period between the date of commencement in employment in any year and the anniversary of the commencement of employment in the next year.

21.4 An employee intending to be absent because of illness must provide their Team Leader, Group Leader or immediate Supervisor at least 30 minutes notice before start of shift, indicating the reason for and the estimated duration of the absence.

If the absence is related to a workplace incident or injury, the employee must notify their Team Leader or Group Leader immediately.

The Company telephone is staffed 24 hours a day seven days a week and failure to so notify the Company will deny the right to sick pay.

21.5 Employees will prove to the satisfaction of the Company that they were unable to attend work for the day or consecutive working days of absence before they are entitled to payment. Verbal notification prior to absence is required.

To be eligible for sick pay the following is required:

1 day	Nil
2 days	Medical Certificate may be requested
3 or more days	Medical Certificate

21.6 Employees have the option of the following:

- (a) To be paid an attendance bonus each year which will be the equivalent of the balance of the unpaid sick leave at the employees last anniversary date to the maximum of the previous years' grant. Equivalent sick leave credits will be deducted from the sick leave minimum balance.
- (b) On termination, a monetary attendance bonus will be paid out equivalent to all unpaid sick leave at ordinary time rate, except in the case of summary dismissal when no payment will be made.

In the case of summary dismissal due consideration should be given to clause 6 of the Corrective Guidance and Disciplinary Procedure.

- (c) On the death of an employee the attendance bonus in 21.6.2 will be paid to the employee's estate at the appropriate rate.

## **22. Bereavement Leave**

22.1 On appropriate confirmation of the death of a close relative (i.e. Mother, Father, (Step-Mother, StepFather) Spouse, De facto Spouse, Brother, Sister (StepBrother, Step-Sister), Son, Daughter, Parent In Law, an employee is entitled up to 5 days paid leave.

22.2 The amount of leave allowed is at the discretion of the employee's manager, and should depend upon the location of the funeral, the relationship of the employee to the deceased, and the duties that the employee has (eg. organising the funeral).

22.3 As a guide, it is usual to provide 2 days paid leave if the funeral is in the City / State in which the employee is normally domiciled, or 3 days paid leave if the funeral is inter-state.

For the purpose of this clause the words "wife" and "husband" will include de facto wife or husband and words "father" and "mother" will include foster father or mother.

## **23. Paternity Leave / Adoption Leave**

23.1 Employees will be entitled to paternity leave as provided in the *NSW Industrial Relations Act* as amended.

23.2 The terms of the Funds Trust Deeds will apply in respect of employees' Superannuation contribution.

## **24. Jury Service**

- 24.1 An employee required to attend Jury Service during ordinary working hours will be reimbursed by the Company an amount equal to the difference between the amount paid for their attendance at Jury Service and the amount he/she would have been paid for a similar duration of work at ordinary time rate.
- 24.2 Employees will notify the Company as soon as possible of the dates upon which they are required to attend Jury Service. Further, employees will give the Company proof of their attendance, the duration of such attendance and the amounts received in respect of Jury Service. Afternoon and night shift employees called for Jury Service will be given time off from the next shift, without loss of pay, equivalent to the hours involved in that Jury Service.

## **25. Dispute Settling Procedure**

- 25.1 In the event of employees having a grievance or dispute arising for any purpose, employees through their Delegate, will take the following two steps before taking industrial action or refusing to carry out work as directed:
1. Raise the matter with his/her Team Leader  
or if unresolved  
  
Group Leader  
or if unresolved  
  
Operations Manager or if unresolved
  - 2 Call in the Union Organiser to discuss the matter with Delegates and then the appropriate Manager.
- 25.2 Where the grievance or dispute remains unresolved after the above steps the Company or Union may refer the matter to the Industrial Relations Commission of New South Wales.
- 25.3 Whilst these procedures are followed the status quo shall remain.

## **26. Redundancy Provisions**

- 26.1 Absolute security of employment cannot be guaranteed but it is recognised that job security is an important issue for all employees and it is therefore the Company's objective to provide continuing employment.
- 26.1.1 If an employee's job ceases to exist the Company will endeavour to find alternative employment within Goodman Fielder.
- 26.1.2 However it is recognised that there will be occasions when an employee feels that the alternative employment offered to him/her may not be acceptable and the Company agrees to the following:
- a) If an employee is offered alternative employment, he/she may elect to take redundancy pay in lieu
  - b) If an employee is employed in a position requiring certified skills and the job offered to him/her is outside the area of such skills, he may elect to take redundancy payment in lieu. If the employee is offered a position where the classification structure is outside the structure covered by the employees Union he/she may elect redundancy.
- 26.1.3 If an employee is moved to a lower rate of pay than that which he/she enjoys in his/her redundant job, he/she will move to the lower rate of pay over a period of time by receiving 50% of wage rises as they occur. Such overpayment shall, for the time taken for it to be absorbed, be considered as a "personal overpayment" and not entitle any other person who works in that job, either permanently or temporarily to that particular rate.

26.1.4 In any other circumstances if an employee is offered a job which gives a rate less than 90% of his/her existing ordinary rate he/she may elect to take redundancy pay in lieu.

26.1.5 If employees from Mascot site are offered employment at an alternative Goodman Fielder / Burns Philip site they shall be entitled to inspect the job and will be interviewed in respect to that job. The employee will be afforded a period of two weeks within which to accept or reject the job offered.

If the employee accepts the job offer and the job proves unsatisfactory to the employee within one month he/she may terminate. In the event that either the job is rejected or the job proves unsatisfactory within one month, the employee shall be entitled to redundancy benefits.

## 26.2 Period of Notice

26.2.1 The Company will give to each employee to be made redundant the maximum possible notice, but at least three (3) months notice of redundancy. The employee shall within the said three (3) months elect to work for that period or terminate his/her employment and receive the benefits as described hereunder.

## 26.3 Benefits

26.3.1 The following benefits will apply and payment will be calculated on the basis of the base rate plus average shift loading. Average shift loading will be calculated on the basis of actual shifts worked over the 52 weeks ended with the last completed pay week in the month prior to the employee having been given notice.

- a) Four weeks ex gratia payment.
- b) Four weeks in lieu of notice.
- c) Four weeks per year of service. Periods of less than one completed year to be paid on a pro rata basis.
- d) Accumulated sick leave for day employees to be paid at the base rate. Accumulated sick leave for shift employees (non-day) will be paid out at Ordinary time rate, in line with clause 21.6.2.
- e) Long service leave to be paid regardless of length of service on pro rata rate at average pay.
- f) Superannuation payments to be paid as per the relevant Superannuation Fund Trust Deed.
- g) If during the period of notice an employee dies, then the benefits to which he/she would have been entitled upon termination, as described herein, will be payable to his/her estate.

## 26.4 Additional Benefits

- a) The Company agrees to pay the costs associated with any reasonable need for interpreters during this process.
- b) The Company agrees to pay the cost associated with bringing certified and professional tax and investment advisers to the site to conduct group sessions for employees interested in these subjects. However, if an individual wishes to engage these advisers for personal counselling then any costs associated there with will be to their own account.
- c) The Company agrees to provide redundant employees with two (2) standard issues of Company products.
- d) The Company during the period of notice will allow employees reasonable time to attend for employment interviews at other sites. The Company may require confirmation of the said appointments.

- e) Redundant employees will be required to undertake an exit medical examination, provided for by the Company.
- f) The Company is to provide redundant employees with a Statement of Service on the termination of their employment.

## 26.5 Method of Selection

26.5.1 The following method of selection shall apply for persons to be made redundant.

- a) The Company will provide the Union with the projected number of employees to be made redundant and the proposed timetable for those redundancies.
- b) The Union Delegates will hold on site meetings and obtain a list of employees who wish to be considered for redundancy. This list will then be provided to the Company.
- c) On obtaining the list the Company will have the following discretions:
  - i) If there is an employee on the list whom they wish to retain, the Company has the right to hold discussions with that employee in an effort to retain his/her services.
  - ii) If the employee refuses the Company's offer in Clause 5 and continues in their desire to be made redundant then the Company will accept their application but have the right to determine at what stage the person will be released. This clause is designed to allow the Company to retain experienced staff and utilise the employees expertise to train their eventual replacements.
- d) If the number of employees applying for redundancy exceeds the numbers required by the Company then the most senior employees on the list will be given access to the redundancies.
- e) If any disagreement should arise between the parties as to:
  - i) Who is to be redundant and/or
  - ii) When their redundancy is to applythen the matter will be negotiated between the Company; the Union delegates and officials.
  - iii) If the event of no agreement, the Disputes Settling Procedure will be initiated.

## 26.6 Limitation of Benefits

26.6.1 Employees dismissed for misconduct or unsatisfactory performance or who leave of their own accord are not eligible for redundancy payments.

## 26.7 Electricians - Redundancy Selection

In the event that Electrician roles are made redundant for the life of this agreement, the Company reserves the right to apply redundancy to those two Electricians who most recently joined the business. Then clause 26.5 applies.

## **27. Corrective Guidance & Disciplinary Procedure**

### 27.1 Introduction

27.1.1 It is an accepted part of any Employer/Employee relationship that prescribed standards of behaviour should be observed. When these standards are breached it is necessary at times, to undertake formal corrective guidance and disciplinary action.

27.1.2 This action is not generally intended as a means of punishment but rather a positive attempt by all parties to encourage and improve good work practices, performance and individual conduct.

27.1.3 Inherent in any such procedure, are several basic principles which cover the responsibilities of the employer and employee, the role of the Union Delegate and, most importantly, the responsibility of all concerned to ensure the procedure is applied in a fair, consistent manner. In other words to ensure all employees are treated equally without exception.

27.1.4 The procedure that follows covers these responsibilities as well as describing the various steps within the process.

## 27.2 Responsibilities and Rights of the Employee

27.2.1 All employees are expected to abide by the terms of their contract of employment, particularly in regard to work performance and individual conduct. However when employees are not working in a correct manner or fail to adhere to normal standards of behaviour, remedial action needs to be taken to assist the employee in rectifying any misunderstanding or apparent shortcomings. When this is necessary an employee has certain intrinsic rights which should be observed at all times. These can be best summarised as:

being made aware of the full facts

~ delegate representation (if required)

~ given the opportunity to offer an explanation

~ not have any discipline action predetermined

~ where necessary to have mitigating circumstances and employment record taken into account

~ to have the matter documented

## 27.3 Rights and Responsibilities of the Company

27.3.1 The Company through the Team Leader and/or Group Leader has the responsibility of ensuring employees observe the conditions of their employment contract.

27.3.2 Whenever an employee is in breach of these conditions the Team Leader and/or Group Leader has a responsibility to inform the employee of his/her shortcoming and to motivate him/her to change his/her behaviour. Where this does not have the desired effect the processes of the Corrective Guidance and Disciplinary Procedure should be applied.

27.3.3 When this is necessary the Team Leader and/or Group Leader is bound by certain responsibilities. These are:

to undertake all disciplinary action in a timely and fair manner

to ensure employees rights are observed in accordance with clause 2.1.

to treat each case individually and on its merits

to ensure all matters are properly documented

## 27.4 Role of Union Delegates

27.4.1 Union delegates play an important role in the process and are usually involved through the request of the employee concerned. When so requested they have clearly defined responsibilities, which are:

to ensure employees rights are observed and the procedure is followed

to speak on the employees behalf, if requested

to assist in follow up counselling and monitoring (usually by arrangement with the Team Leader and/or Group Leader)

## 27.5 Steps

27.5.1 There are 5 steps within the disciplinary process ranging from counselling/verbal warning to termination of services/summary dismissal. The type of disciplinary action to be invoked will depend upon the severity or frequency of the alleged offence. The levels are:

i) COUNSELLING/VERBAL WARNING

This is the first step in the process and is a positive attempt to assist the employee in rectifying any minor performance problems, such as excessive absenteeism or poor time keeping. In this regard the Team Leader will constantly monitor the situation and if immediate improvement is not forthcoming will undertake follow up counselling.

ii) WRITTEN WARNING

This is undertaken when an employee has failed to improve following a counselling/verbal warning or when the alleged offence is of a serious nature. At this stage, a manager will issue the warning in the presence of the Team Leader and if requested the employees delegate.

iii) FINAL WARNING

This occurs when an employee has still failed to display the accepted level of performance or behaviour and the previous two steps in the process have been followed.

iv) DEMOTION OR SUSPENSION

This action is not mandatory and should only be used when, after investigation of a repeated serious offence or a series of minor offences, it is considered that summary dismissal might be too severe and that the employee deserves one final chance to rectify behavioural problems.

Demotion would normally be for 6 months at which time the situation would be reviewed.

Suspension would be between 1 to 5 days without pay.

This level should not be used for cases of very serious misconduct.

v) TERMINATION OF EMPLOYMENT/SUMMARY DISMISSAL

This action is the most serious available and should only be used

a) when all available levels of the process have been applied and no improvement has been forthcoming

or

b) when an offence is considered to be very serious misconduct.

Note: When a Union Delegate is accused of any alleged disciplinary offence his Union Organiser should be informed and if necessary be involved in the process.

## 27.6 Resignation in Lieu of Dismissal

27.6.1 Owing to the severe penalties and long term effects on employment opportunities resulting from dismissal there are occasions when an employee, guilty of misconduct and who would normally be dismissed, may as an alternative be allowed to resign with forfeiture of notice or payment in lieu. This option will depend upon both the circumstances of the offence and the employee's prior record with the Company.

## 27.7 Cases Which Involve Two or More Employees

27.7.1 Where it is alleged that two or more employees have committed the same or similar offence it is essential that each employee be given the opportunity to state his/her own case and for that purpose each employee should be interviewed separately.

## 27.8 Statute of Limitations

### 27.8.1 Minor Offences

If an employee maintains a clear record for a continuous period of six months from the date of the last offence, all previous minor offences will be deleted from his/her record for all purposes. In the case of attendance related offences the period will be 1 year.

### 27.8.2 Serious Offences

These will remain on an employee's record for 1 year after which time they will be deleted for all purposes, provided the employee has a clear record over that period.

## **28. Average Pay**

28.1 Average pay, will be calculated as follows:

At the end of each tax year the Pay Office will calculate the average weekly pay for that twelve months or part of it in the case of employees joining part way through the year - call that Figure A.

When the leave is taken, the year to date amount appearing on the computer payroll will be divided by the number of complete weeks worked at the time annual leave is to commence, giving the average weekly pay for the period from the beginning of that current tax year to the point when leave begins. Call that Figure B.

The figures A and B are added and averaged, to give "average pay".

## **29. Accident Make-Up Pay**

29.1 The Company acknowledges the requirements of the *Workers Compensation Act* 1926 as amended by Act No. 124 - 1987, whereby a worker is entitled to be paid his current weekly rate in respect of absences totalling not more than 26 weeks in respect of any one injury and agrees that it shall make up an employee's pay to the current weekly rate for an additional 13 weeks (i.e. a total of 39 weeks at normal rate of pay).

The provisions of this clause will be subject to the following conditions:

1. The injury must be accepted under the terms of the Workers' Compensation legislation.
2. All absences must be covered by appropriate medical certification.



3. "Current weekly wage" shall be taken to mean the employee's normal rate of wages for his/her normal job, i.e. not acting and not including any penalty or overtime rates.
4. During the supplementary period of 13 weeks the employee will not be entitled to make-up pay in respect of any periods of paid annual leave, long service leave or Public Holiday.
5. The Company will be entitled to a refund of any amounts paid under this clause when an employee is successful in a common law claim in relation to the injury.
6. After 39 weeks' absence relating to any one injury, payment will revert to the Workers' Compensation rate applicable at the time as provided for in the legislation.
7. The Company reserves the right to modify the scheme at any time after consultation with the Union.

### **30. Salary Sacrifice**

By written mutual agreement between the individual employee and the Company, the employee may divert a portion of their wages to non-cash items.

For employees assessing this option the combined value of the adjusted/reduced wage and the non cash item(s) is equivalent to the employee's actual wage entitlement, and therefore the diversion of the wage to non cash item(s) shall not be interpreted as an underpayment of the employee's wage.

In the event of an employee utilising this option for the purpose of making superannuation contributions, the amount available will be subject to the contribution being tax deductible to the Company. Except where required by legislation, superannuation contributions made under this agreement can only be paid to the Goodman Fielder Superannuation Fund, or to the industry funds currently being used by employees

The written agreement shall clearly specify the proposed arrangements, including the agreed quantum value of any non wage item, the liability for taxation obligations and administration expenses (if any) which may arise from the arrangement, and the requirements for the termination of the arrangements.

The employee shall be afforded the opportunity to take advice on the detail of any proposed written agreement prior to its execution.

### **31. Personal Development and Performance Review System**

1. Individual teams and team members are required to participate in this system.
2. The system involves the process of setting team and individual objectives, measuring performance, analysing achievement and setting future performance improvement objectives. The system will ensure that teams and team members receive feedback, recognition, career opportunities and guidance necessary to satisfy personal and organisational goals.
3. The system will assist individuals and teams in focussing on what is required from them over a given period, and how they performed. Performance feedback can be obtained from:

Key Performance Indicators

Team member to team member

Team member to Team Leader

Team Leader to team member/s

Customer surveys

Benchmarking

Assessment against training manual assessments (This is to be used for training developmental purposes).

4. Key objectives of the system are :

Provide individuals and teams with key performance objectives.

Provide feedback to teams and individuals on performance.

Improve performance.

Promote good working relationships.

Identify areas for development and possible career paths.

Encourage teams and team members to find creative solutions to improve performance.

Identify and remove obstacles to company performance.

Clarify areas of responsibility and accountability.

5. Prior to the commencement of each review period, each team and team member will complete and agree on a personal performance plan with their Team Leader. This plan will include individual and team Key Performance objectives.

On completion of the review period, the team and team member together with their Team Leader will assess performance against the Key Performance objectives and develop an action plan to build on strengths and address areas for improvement and additional development.

A team member if not satisfied with the review conducted by his or her Team Leader may raise the matter with the Group Leader and involve the Union delegate.

### **32. Position Transfers:**

1. If an employee applies for an advertised position on site and is successful in obtaining the position, then he or she shall transfer to the grading of that advertised position.

2. If an employee involuntarily transfers to a new position (i.e. through job redesign, EBA provisions etc) then the terms of the redundancy provisions apply, i.e. he or she will gradually move to the lower rate of pay by receiving 50% of wage rises as they occur.

ATTACHMENT NO. 1

### **Wage Schedule and Grading Structure**

The weekly rates of pay for Production Operators are contained in the table below

TABLE 1.1

Classification	Current Weekly rate of pay	Weekly Rate as at 06/06/03	Weekly Rate as at 06/06/04
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Level 1	734.41	763.78	794.33
Level 2a	876.69	911.75	948.22
Level 2b	894.48	930.25	967.46
Level 2c	947.48	985.37	1024.78
Foodtrade	992.91	1032.62	1073.92
Electrician	925.70	962.72	1001.22
Instrument	967.45	1006.14	1046.38
Electronics	1069.76	1112.55	1157.05
Electrical Instrument	1069.76	1112.55	1157.05
Electronic Instrument	1173.28	1220.21	1269.01

The above rates (excluding electrical trades) incorporate 20 hours of early start overtime per year.

Meal Allowance \$ 8.40

First Aid Allowance \$12.16 week

Electrical Licence \$26.66 week included in above electrical rates

Boiler Attendant Allowance \$26.15 week

### Attachment No. 2

#### Casual Rates and Definitions

CasualRate \$562.02 per week (base amount excl. casual loading and annual leave)

Casual Work includes: Induction, Remelt, line 7/pallecon filling under supervision, Liquid Groceries line 3,4, Packing Room lines 2,3 benhils, yard based use of forklift associated with remelt etc. Cleaning winteriser, general cleaning spills etc, Liquid Groceries unjamming jars, depalletiser's etc, bleach addition to hoppers. Seasonal work in Liquid Groceries.

Where casuals are required to perform work of a nature which cannot be aligned to the above definition the rate of pay will be agreed between the Company and Union representatives. Where agreement cannot be reached the dispute settling procedure will be followed.

#### ATTACHMENT NO. 3

#### CLASSIFICATION STRUCTURE FOR FOOD OPERATIVES/LOGISTICS

Role	Level 1	Level 2a	Level 2b	Level 2c	Level 3
	Operates equipment to basic operating standard:	Operates a series of plant / equipment:	Competently and independently operates a series of plant / equipment:	Technical expert in a series of plant / equipment and operating processes:	Coordinates manufacturing activity during scheduled production for whole plant:

Performs startups, run out, shutdown, clean, inspect, lubricate to standard and schedule	Performs set up, start ups, run out, shutdown, clean, inspect, lubricate to standard and schedule	Complete changeovers, sanitation machine, care, Preventative maintenance tasks	Drive team performance to achieve targets, lead and coordinate work team	Oversee the set up an operation of an entire production system coordinating work, liaising with all levels of the company
Follows safe, efficient work practice	Responsibility for safe, efficient reliable equipment,	Records all actions and activities using data entry, checksheets and other production recording methods	Processing Changeover/handover	Trouble shoot take action and problem solve routine and non routine production , process, and equipment reliability matters
Follows work instructions and standard work processes and protocols	Monitors quality and process performance, environmental and food safety compliance	Routine trouble shooting and fault finding	Breakdown Responsible for quality of their own work and / or the work of their team	Manufacture product to specification using formulae / procedures without supervision, and to production schedule
Reports on production outputs, quality, maintenance checks and audits for own work area and tasks	Takes corrective actions, and is responsible for quality of their own work		High level process and technical understanding	
Operate simple machine components requiring on/off operation and limited adjustment	Reports on production outputs, quality, maintenance checks and audits basic changeover and dismantle, running adjustment		Fault finding skills and trouble shoot routine and identify non routine production, process and equipment reliability problems and corrective actions	Develop review and report on shop floor targets
Materials movement including operation of materials handling equipment	Pick stock / Transfer products(including cycle counts and stocktake)		Product and process non- conformance issues	Production, quality and maintenance schedule
			Ensure raw material and services availability, reconciles usage	Monitors quality and production data and process capability for whole line, initiates and takes corrective actions
			Inducts, buddy trains and coaches in areas of their expertise	Reviews effectiveness of food safety, quality, safety, environment and maintenance plans
			Planned maintenance activities and Maintenance planning with R&M team	Leadership in setting up systems for new processes, product trials, monitor introduction of new processes
			Contributes to root cause analysis and process improvement	Facilitate / lead teams and meetings
				Operating principals for equipment
				Options for corrective action

Liquor Packing Room	Groceries	All listed below Industrial filling Food Service Filling 20/200 Lt Worcestershire Drums Micro Production Basic Repetitive Tasks(eg. Line 2a) Tanker Unloading Any 2 out of: Benhill Casepacker Palletiser Line 5 Line 7 (BIB / Pallecon)	To qualify for 2a Classification: All Level 1 plus one(1) of the below assessed skills All Line 1 packing All Lines 2a and 2b packing Note: Recognised Qualifications credits to 2a.	To qualify for 2b Classification: All of 2a plus one(1) of the below assessed skills: Line 2b Processing including PNO and BBQ sauce/LSD Mayonnaise Processing Dairy / Pumpable	All of 2b plus all below Liquid Groceries packing line area leadership Plan and execute, lead processing to meet weekly packing program Level 2b, line leadership plus at least 2 out of: Line 2 and 3 Processing Line 5 Processing Line 7 Processing	All Packing and Processing sections plus recognised qualification plus Liquid Groceries Area Leadership(packing and processing)> All Lines plus leadership plus mechanical
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Note the following applies to all areas above:

1. When lines/equipment result in significant changes, a review of the Career Path for the Mascot site will be conducted between the company and employees, and where required, modified to reflect changes.
2. After completing initial training to new classification as described above, back training of all skills in that new classification must be completed before achieving the next level classification. (i.e. for 2a all of level 1 plus all packing line 1 and all packing line 2a and 2b)
3. After attaining a pay classification, it is compulsory to complete back training, i.e. if training is offered it must be accepted. If training is refused a classification review and appropriate disciplinary action may apply.

#### CLASSIFICATION STRUCTURE FOR FOOD OPERATIVES/LOGISTICS

Refinery & factory services

Level 1 ANY 2 OUT OF:	Level 2a LEVEL 1 PLUS ANY 3 OUT OF: OR RECOGNISED QUALIFICATION	Level 2b ANY 2 OUT OF:	Level 2c LEVEL 2B PLUS ANY 2 OUT OF:	Level 3 All Plants plus leadership plus mechanical
Tanker Unloading		IE	IE	
Remelt	Tanker Unloading	Tradewaste	Tradewaste	
Tanker Loading	Remelt	Short Mix	Short Mix	
Bleacher	Tanker Loading	Deodoriser	Deodoriser	
Winteriser	Bleacher	Hydro	Hydro	
Perform materials movement, Forklift licence. General housekeeping, Operating manual handling equipment,	Winteriser Performing general inquiries in SAP, Buddy train others, Handling returned product, Receiving of inward goods, Receiving, unloading & delivering stock to warehouse stock location,	Loading, Picking orders, Completing pallet make up, Palletiser relief Count returnable packaging	Checking loads/pallets, Checking & reconciliation to SAP (internal/external) customer orders. Stocktaking - packaging and finished goods i.e. MB51 report	Checking retail consignments ensuring customer specifications are met, Identifying & receipting produce against documentation ensuring appropriate information is recorded (invoice, order quantity & batch), Stock management, Completing all associated documentation & recording, Training & assessing other on the job. Control returnable packaging

Logistics

1. WI's for work area	2. WI's for work area	3. WI's for work area
2. Carry out workplace calculations	2. Conduct routine preventative maintenance	2. Operation of a technically complex system
Apply basic quality assurance, safe work, food safety and environmental practices	Participate in teams	Diagnose and rectify faults
Operation of basic machine and/or processing equipment.	Collect, apply and present workplace information	Monitor the implementation of OH&S
Communicate in the workplace	Implement food safety plan	•Monitor the implementation of quality systems
Conduct minor routine preventative maintenance	Implement OH&S principles & procedures	Monitor the implementation of the food safety plan
Work in teams to achieve designated tasks	Implement Quality Assurance systems	Workplace Assessor
Manually clean and sanitise equipment	Implement environmental procedures	Workplace Trainer
3. Other Relevant Specialist competencies e.g.	Measure and calculate routine workplace data	Facilitate teams
Carry out basic ingredients preparation	Operate a production process	Calculate and present statistical data
Dispense non-bulk ingredients		Participate in a HACCP team
Pack product manually		Monitor Implementation of environment management program
Operate a Forklift		Analyse and convey workplace information
		3. Other Relevant specialist competencies e.g.
		Boiler Ticket



LEVEL 1	LEVEL 2	LEVEL 3
<p>4. Levels are cumulative. These means items that appear in a lower level are assumed at higher levels and are not repeated at every level.</p> <p>5. Competent operation includes competence in the relative work function, setup/monitoring/production changeover/running adjustments/shutdown of equipment, quality systems, safety systems, food safety systems, operational maintenance activities, recording procedures and requirements, equipment cleaning, housekeeping, troubleshooting and problem solving activities.</p>		

## CLASSIFICATION STRUCTURE FOR FOOD OPERATIVES/LOGISTICS

### Level 1 Food Operative

Receives detailed instructions and performs routine tasks

Exercises minimal judgement and, is responsible for their own work

Works under supervision

Includes, but is not limited to, the following,

Note: *Italic points* are specific to logistics and **bold** applies to all areas

People

Safety

Complies with safety legislation, site policy and procedure

Coaches others in correct safety behaviour i.e. reminding others to wear PPE

Comply to lockout / tagout procedures

Use PPE

Follow pedestrian walkways

Use chemicals safely and in accordance with work instructions

Use correct manual handling techniques

Perform basic safety walks

Process

Equipment

Pack product to specification

Store and use consumables correctly and safely

Clean residue/remove waste

Operate simple machine components requiring on/off operation and no or very limited adjustment

Perform basic changeover i.e. PR packaging change, palletiser code & L5 height change

Perform shutdown in an emergency

Achieve forklift licence and perform material movements.

Team Based Maintenance

Reliability Maintenance

Know isolation points of machine-compliance to lock out / tag out procedure

Follow shutdown process

Care and storage of change parts

Accessing equipment for Clean Up

Report machinery problems/faults

## Communication

Complete basic reports including housekeeping, maintenance work orders etc

Report pest sightings, safety incidents, etc

Reports on production output i.e. palletiser

Notify non-conformance

Operation of appropriate computer technology i.e. scan and panel views

## Teamwork

Work effectively in a team / input to team

Understand safety, quality and wastage issues in relation to job role and report any non- conformances

Active participation in learning process

## Quality

Identify & remove defective product to specification.

Identify & apply basic QC& QA including completing line check sheets, checking products/product colour/packaging against Work instructions i.e. margarine colour, code & weight

Checking date and dispatch codes

Environmental/Housekeeping

Manually remove items of equipment for housekeeping i.e. Benhil parts for washing

Store housekeeping items

Undertake recycling of out of specification product, waste and scrap

Keep work area clean

Raw material management for end of run i.e. returns

## CLASSIFICATION STRUCTURE FOR FOOD OPERATIVES/LOGISTICS

### Level 2A Food Operative

Performs a range of tasks within established routines, methods and procedures

Exercises limited discretion and responsible for quality of their own work

Works under general supervision

Includes, but is not limited to, the following,

People

Communication

Process

Equipment/Process

Team Based Maintenance

Reliability Maintenance

Contribute to development of standard operating procedures

Full competence to operate one or more processes / lines as per skills matrix

Complete routine preventative maintenance tasks i.e. cleaning glue off machinery

Maintain production records as required by work instructions

Setting up, monitoring and adjusting the equipment / process in accordance with test results i.e. change Benhil fill for weights

Use of hand tools in preventative maintenance i.e. milk fitting spanners

Generate standard reports i.e. quality

Identify basic principles of equipment operation

Data collection & recording i.e. Written or notifying others

Generate non-standard reports eg. Report details of breakdowns and non-standard performance

Shutdown equipment in normal and emergency situations

Lubrication - greasing fixed points, spray lubes, refill of lube systems

Teamwork

Identify individual and team roles and responsibilities

Perform basic changeover using simple tools i.e. PR casepacker "like for like"

Basic Trouble shooting and corrective action of equipment reliability

Initiate and actively contribute to team processes

Clean machinery and changeover parts

Minor operating adjustments i.e. using basic tools such as wheels / handles

Assess personal contribution to achieving team work responsibilities / goals

Trouble shoot routine production, process and equipment reliability problems

Basic dismantling and re-assembly of equipment for cleaning i.e. conveyors for PR BIB, LG CIP

Identify personal development requirements

Perform product transfers i.e. oil pumping (Refinery)

Apply problem solving skills in a team environment

Receiving unloading & delivering stock to warehouse stock locations.

Replacing consumable components i.e. O rings, rubbers, filters

Enable and maintain effective working relationship with peers and other work teams on site

Quality

Identify continuous improvement opportunities i.e. efficiency, OH&S, quality

Complete basic quality non-conformance reporting i.e. verbal

Conduct basic line tests e.g. check calibration of equipment- scales, metal detectors using basic testing equipment

Monitor temperature readings on controlled temp rooms.

Organisational/Planning

Monitor consumable and raw material usage i.e. glue , stretchwrap

Monitor WIP levels (Ref)

Pick stock / transfer products (including returns, cycle counting and stocktake) i.e. PR stock movement person, LG f/l

Organise warehouse stock to date order and correct location

Environmental / Housekeeping

Participate in GMP audits

CLASSIFICATION STRUCTURE FOR FOOD OPERATIVES/LOGISTICS

Level 2B Food Operative

Perform a range of tasks across main streams  
 Performs wider range of tasks involving competencies beyond Level 2A  
 Exercises limited discretion and responsible for quality of their own work  
 Works under limited supervision  
 Includes, but is not limited to, the following,

People Safety	Process Equipment/Process	Team Based Maintenance Reliability Maintenance
Driver control certain locations/drop off zones.	Knowledge of equipment operation and upstream and downstream ramifications of process/linkages	Breakdowns
Communication	Finished goods	Routine adjustments and repairs i.e. tightening loose equipment
Report back in meetings	Load and unload vehicles,	Accessing, cleaning& clearing blockages i.e. Dairy blockages
Teamwork	Identify order to be loaded,	Highlight equipment reliability performance
Apply basic leadership skills to co-ordinate the work of lower levels	Determine what product first to be loaded (multi drop load),	
Build positive workplace relationships	Weight/product distribution within truck.	
Discuss issues with internal customers and suppliers	Picks and Putaways	
Support training delivery- coaching to employees i.e. buddy training	Knowledge of racking layout and load limits,	
	Product knowledge - weight capacities,	
	Delivery instructions (eg pallets to Plant),	
	Part picking.	

### Warehouse Management Systems

Performs general enquiries in SAP eg. Stock overview (MMBE Screen)

### Quality

Perform quality tests, determine compliance to standard and report test results i.e. Refinery

Action 'holds' and initiate follow up (basic)

Participate in quality improvements e.g. consumer complaints reduction

Identify reasons for non compliance and report/take appropriate action

### Environmental/Housekeeping

Highlight areas for waste reduction and take action to reduce

CLASSIFICATION STRUCTURE FOR FOOD OPERATIVES/LOGISTICS

Level 2C Food Operative

A more specialist function, exercising discretion within complex procedures, co-ordination and leadership of a work team or working individually

Responsible for quality of their own work and/or the work of their team

Works under minimal supervision

Includes, but is not limited to, the following,

People Safety	Process Equipment/Process	Team Based Maintenance Reliability Maintenance
Involvement in incident investigation / reporting	Coordinate full changeover for all equipment	Responsible for ensuring that lubrication and cleaning timetable is adhered to
Communication	Trouble shoot routine and identify non routine production, process and equipment reliability problems and take corrective action	Identify ineffective preventative maintenance
SAP transactions including partial confirmations	Performs full delivery process in SAP	Use of hand tools in preventative maintenance using the SAP PM system
Co-ordinate the work of a work team / work area, including prioritising tasks and organising team activities	Logistic Level 3 coverage	Operating adjustments whilst running using tools
Assist in on job assessment	Involvement in cycle counts	
	Involvement in stock take activities of returnable stock	
	Organisational/Planning	
	Assist in resolving stock reconciliation issues	
	Schedule and coordinate internal deliveries	
	Coordinate and monitor activity to achieve ATP / SFC targets	

## CLASSIFICATION STRUCTURE FOR FOOD OPERATIVES/LOGISTICS

### Level 3 Food Operative / Foodtrade

All three competencies of People, Process and Team Based Maintenance

Includes, but is not limited to, the following,

People	Process	Team Based Maintenance
Communication	Equipment/Process	Reliability Maintenance
Check/oversee development of WI's/SOP's	Oversee the set up and operation of an entire production system coordinating work, liaise with all levels of the company	Troubleshoot equipment reliability issues Undertake tasks in line with restricted electrical license
Communicate business values/goals and objectives		
Organise orders through customer service	using a wide range of production and packaging equipment	Oversee implementation of equipment cleaning and maintenance programs
Teamwork		
Contribute to continuous improvement of work practices within work area	Manufacture product to spec using formulae/procedures without supervision	Involvement in coordinating maintenance planning for major shutdowns with planning and engineering
Lead and coordinate business improvement programs within team	Trouble shoot routine and non routine production, process and equipment reliability problems	Coordinate the execution of preventative maintenance schedule
Coordinate and lead team meetings	Participate in setting up systems for new processes/monitor introduction of new processes	Detect equipment fault, troubleshoot fault, replace, repair or report as necessary, test for safe operation
Provide backup and support to team leader	Knowledge of internal customer supply relationships, bills of materials, routers etc	
Training	Assist in assessing product recovery options	Higher level of repairs or modification in line with skill level. May require the use of power tools.



Identify / address development requirements of self and others	Change advanced / complex process / plant conditions as required (may involve using PLC's)	May include off-line repairs
Coordinate training across lines, including development of training matrix and training plan to address gaps	Audits accuracy of data input by others	Operate Boiler
Conduct workplace assessments	Reports on stock availability/inventory and reconciles discrepancies,	
Safety	Coordinate movement of vehicles,	
Lead safety improvement programs across teams in accordance with identified safety objectives	Coordinate outward loads and returns including time slots and checking paperwork,	
Production Planning	Contact Product Development regarding product clearances and C of A's.	
Involved in re-prioritising production plan due to changes in raw materials/breakdowns problems	Coordinate returnable packaging	
	Coordinate cycle count and stock take activities	
	Quality	
	Product testing procedures (additional to line / process operation) i.e. GC in Refinery, line swabs	
	Troubleshoot inventory reconciliation	
	HACCP - check cool room temperature and record results	
	Contact QA on quality issues	
	Organisational/Planning	
	Understand budgeting	

Undertake advanced data entry e.g. Stock adjustment  
complete closeout of SAP transaction

Monitor and analyse and resolve ATP / SFC misses

#### EBA 2003 Attachment No 4

##### GFCF Electrical Instrument Department Leave Coverage

1. For any absence of the permanent day shift technician the shift will be covered by the remaining two technicians on dayshift.
2. For any absence of the day/afternoon shift technicians the rotating shift technicians will cover the shift.
3. For any absence of the rotating shift while on day or afternoon shift the day/afternoon shift technicians will cover the leave. For an absence greater than three night shifts, coverage will be by change of shift from any other shift. For absences of 3 nights or less, the uncovered 4 hours will be covered by overtime.
4. The above system allows for the coverage of shifts down to a manning level of 3 electrical technicians. If in the event that there are less than three GFCF electrical technicians available then a suitable contractor alternative can be arranged for the period of such absence.
5. For absences greater than 4 weeks, the parties will discuss options to cover absences to best enable continued delivery of business objectives.
6. The above system shows continual flexibility and facilitates exposure of all electrical technicians to all areas. This flexible approach to coverage of the plant will provide experienced plant coverage with minimum cost to the company.

#### EBA 2003 Attachment No 5

##### Agreed Flexibility

**Team Leader Coverage:** A currently is the practice in the Packing Room, level 3 operators will act as Team Leaders during absences of the usual Team Leader. The level 3's will be trained sufficiently so that they can do most of the critical functions of the role. They will be supported by other management resources. It is seen as a development opportunity for the level 3 operators.

**Coverage of QA Chemists Role:** When the Refinery chemist is absent or on annual leave, properly trained operators will cover the necessary testing and reporting functions of the role. This has occurred in the last period of annual leave for the chemist. It is not intended to replace the chemist with operators.

Flavour Additives: When the Refinery chemist is absent or on annual leave, properly trained operators will cover the makeup of colour/flavour mixtures for the Packing Room. These operators will be given sufficient time off the line to perform the activities.

SAP Transactions: As described in the Manufacturing Classification Structure, operators at various levels in the structure will be required to perform SAP transactions that are relevant to their role. They will be given training and will have sufficient time off the line to perform the transactions. Operators in many areas are currently performing SAP transactions.

Changeover as per Career Path: As described in the Manufacturing Classification Structure, operators at various levels in the structure will be required to perform plant changeovers. They will be given training and will have sufficient time to perform the changeovers. Some of these activities have been performed by fitters in the past but most are currently being done by operators.

Agreed to and signed:

AUSTRALIAN WORKERS UNION

Signed by	Date
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ELECTRICAL TRADES UNION

Signed by	Date
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GOODMAN FIELDER CONSUMER FOODS

Signed by

Date

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6/11/2003

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