

**LACTALIS AUSTRALIA - HARVEY FRESH  
ENTERPRISE AGREEMENT 2024**

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## **PART A – PRELIMINARY**

### **1. Title**

- 1.1. This Agreement shall be known as the *Lactalis Australia - Harvey Fresh Enterprise Agreement 2024*.

### **2. Application**

- 2.1. This Agreement shall apply to all employees of Harvey Fresh (1994) Ltd in the State of Western Australia for whom classifications and wage rates are contained herein.
- 2.2. To avoid doubt, this Agreement shall not apply to employees engaged as Clerks, Sale Representatives, Professionals or Management.

### **3. Parties Bound**

- 3.1. The Agreement shall be binding upon:-
  - (a) Harvey Fresh (1994) Ltd (“the Employer”);
  - (b) All employees of the Employer who are subject to this Agreement; and
  - (c) The Unions signatory to this Agreement, being:
    - (i) Automotive, Food, Metals, Engineering, Printing & Kindred Industries Union (“AMWU”);
    - (ii) Communication, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia - **Electrical Division, Western Australia Branch** (“CEPU”); and
    - (iii) United Workers Union (“UWU”).

### **4. Date and Period of Operation**

- 4.1. This Agreement will commence operation seven (7) days after approval by the Fair Work Commission and will remain in force until 30 April 2026.
- 4.2. Should any provision of this Agreement be declared or determined to be illegal or invalid by final determination of any court or tribunal of competent jurisdiction, the validity of the remaining parts, terms or provision of this Agreement shall not be affected, and the illegal or invalid part, term or provision shall be deemed not to be part of this Agreement.

### **5. Relationship to Modern Awards and NES**

- 5.1. This Agreement shall be read and interpreted in conjunction with the *Manufacturing and Associated Industries and Occupations Award 2020* and the *Food, Beverage and Tobacco Manufacturing Award 2020*. Provided that where there is any inconsistency between this Agreement and the Modern Awards, this Agreement shall take precedence to the extent of the inconsistency.
- 5.2. This Agreement will be read and interpreted in conjunction with the National Employment Standards (“NES”). No term of this Agreement shall be less favourable to employees than the corresponding term in the NES. Where a term of this Agreement is less favourable, the corresponding term of the NES will apply.

## 6. Definitions

6.1. For the purposes of this Agreement, and unless a contrary intention appears, the following definitions apply:

- (a) 'Act' means the *Fair Work Act 2009* (Cth).
- (b) 'Agreement' means the *Lactalis Australia - Harvey Fresh Enterprise Agreement 2024*.
- (c) 'Eligible community service activity' means jury service that is required by or under a law of the Commonwealth or the State of Western Australia, or a voluntary emergency management activity, or an activity prescribed in the *Fair Work Regulations 2009* (Cth) that is of a community service nature as an eligible community service activity.
- (d) 'Employer' means Harvey Fresh (1994) Ltd.
- (e) 'Employees' or 'they' or 'their' means the employees covered by this Agreement in accordance with Clause 2.
- (f) 'Continuous Shiftwork' means work carried out on consecutive shifts of employees throughout the 24 hours of more than six (6) consecutive days without interruption except for breakdowns or meal breaks or due to unavoidable causes beyond the control of the Employer.
- (g) 'Continuous Shiftworker' means a seven (7) day shiftworker who is regularly rostered to work on Sundays and public holidays' in accordance with the relevant Modern Award - either the *Manufacturing and Associated Industries and Occupations Award 2020* or the *Food, Beverage and Tobacco Manufacturing Award 2020*.
- (h) 'Immediate family' means a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.
- (i) 'NES' means the National Employment Standards as contained in sections 59 to 131 of the *Fair Work Act 2009* (Cth).

## 7. Joint Consultative Committee

- 7.1. "**Joint Consultative Committee (JCC)**" means a committee of employee and employer representatives established for the purposes of facilitating the communication and consultation of issues which may affect the Employer and employees, as outlined in this Agreement.
- 7.2. All parties recognise the need for effective communication and consultation to improve the business/operational performance, to encourage greater collaboration and for continuous improvement. All parties confirm their ongoing commitment to the JCC process. The Employer will establish a JCC comprising of leadership team representatives and employee nominated representatives and Union nominated representatives, unless it is otherwise agreed.
- 7.3. The JCC will determine its own operating procedures, including frequency and manner of meetings. However, it is expected that meetings will be held on a bi-monthly basis and will be kept to a maximum duration of two (2) hours where possible.
- 7.4. Time spent attending JCC meetings will be paid at the ordinary rate, plus an additional payment of \$25 per meeting.
- 7.5. JCC meetings will be a forum for consultation on issues including but not limited to:

- (a) performance against key measures and indicators;
- (b) improvements in productivity, efficiency and flexibility;
- (c) permanent and casual employment;
- (d) changes to work organisation and/or work practices;
- (e) the implementation of changes to policies and procedures; and
- (f) a review of the classification structure; and
- (g) other changes within the terms of this Agreement.

7.6. Due to varying rosters, it is expected that not all JCC members will be able to attend all meetings. If there is not a balanced quorum, the meeting will be re-scheduled.

## **PART B – TERMS AND CONDITIONS OF EMPLOYMENT**

### **8. Employment Categories**

8.1. Employees may be engaged by the Employer on either a full-time, part-time or maximum fixed-term basis.

8.2. For the purposes of this Agreement, the following definitions shall apply:

- (a) 'Full-time employee' means an employee engaged to work an average of 38 ordinary hours per week.
- (b) 'Part-time employee' means an employee who works fewer than an average of 38 ordinary hours per week. The Employer may reduce or increase a part-time employee's ordinary hours of work if business conditions change. The Employer will endeavour to provide the employee with a minimum of one (1) weeks' notice of such changes to their hours. If mutually agreed, this period of notice may be decreased.
- (c) 'Maximum fixed term employee' means an employee engaged for a specified period or season. The employment shall automatically cease at the date specified in the employee's Letter of Offer, or prior to in accordance with the notice of termination requirements outlined in this Agreement, whichever occurs first. There shall be no guarantee of continuing employment beyond that specific period or season.

### **9. Labour Hire**

9.1. Labour hire workers who have worked regularly and systematically for the Employer for a period of six (6) months may request to convert to full-time or part-time employment dependent on their regular hours of work. The Employer will give consideration to each request.

9.2. Permanent employees will be given the first opportunity to undertake "reasonable levels" of overtime in their normal work area of the business. Reasonable overtime, where required, will be offered via a fair and equitable basis taking into account the skills required as well as safety, health, welfare and work/life balance issues. This will ensure that the Employer's legal and moral obligations are maintained.

### **10. Probation**

10.1. All new employees will be engaged on a probationary period of six (6) months. This probationary period may be extended by a further three (3) months if required and advised by an employee's immediate manager in writing

10.2. The probationary period is designed for the parties to establish the following (this list is not exhaustive):

- (a) the employee's physical ability to perform the inherent requirements of the role;
- (b) the employee's skill and capability to perform the tasks their role necessitates;
- (c) the employee's attitude toward their work;
- (d) the employee's ability to work as a member of a team.

10.3. For clarity, nothing in this Agreement is intended to reduce or override the six (6) month minimum employment period as contained within the Act.

## **11. Duties and Responsibilities**

11.1. All employees' duties and responsibilities are as advised by the Employer.

11.2. Duties and responsibilities may be varied by the Employer after consulting with the relevant employee, provided that they are within that employee's range of skills, qualifications, competence and training.

11.3. At all times, in carrying out work for the Employer, employees are required to:

- (a) comply with any lawful and reasonable direction given by the Employer;
- (b) comply with the Employer's policies and procedures, as varied from time to time, and as directed;
- (c) devote the whole of their time, attention and ability to the performance of their work with the Employer during normal working hours;
- (d) ensure the highest level of safe working practices are adhered to and maintained;
- (e) not engage in any conduct likely to cause any loss or damage to the Employer's reputation and standing within the community or general public;
- (f) act honestly, ethically and respectfully in all dealings with fellow employees, business associates and customers.

## **12. Confidentiality**

12.1. Confidential Information that becomes known to an employee during the course of their employment with the Employer must not be revealed to anyone or used for any purpose other than for the benefit of the Employer. This obligation shall apply for the duration of an employee's employment with the Employer and continues after cessation of the employment relationship.

## **13. Consultation**

13.1. This clause applies if the Employer:

- (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or

- (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

*Major change*

13.2. For a major change referred to in subclause 13.1(a):

- (a) the Employer must notify the relevant employees of the decision to introduce the major change; and
- (b) subclauses 13.3 to 13.9 apply.

13.3. The relevant employees may appoint a representative for the purposes of the procedures in this clause.

13.4. If:

- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - (b) the employee or employees advise the Employer of the identity of the representative;
- the Employer must recognise the representative.

13.5. As soon as practicable after making its decision, the Employer must:

- (a) discuss with the relevant employees:
  - (i) the introduction of the change; and
  - (ii) the effect the change is likely to have on the employees; and
  - (iii) measures the Employer is taking to avert or mitigate the adverse effect of the change on the employees; and
- (b) for the purposes of the discussion – provide, in writing, to the relevant employees:
  - (i) all relevant information about the change, including the nature of the change proposed; and
  - (ii) information about the expected effects of the change on the employees; and
  - (iii) any other matters likely to affect the employees.

13.6. However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

13.7. The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

13.8. If a clause in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in subclause 13.2(a) and subclauses 13.3 and 13.5 are taken not to apply.

13.9. In this clause, a major change is likely to have a significant effect on employees if it results in:

- (a) the termination of the employment of employees; or
- (b) major change to the composition, operation or size of the Employer's workforce or to the skills required of employees; or



- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) the alteration of hours of work; or
- (e) the need to retrain employees; or
- (f) the need to relocate employees to another workplace; or
- (g) the restructuring of jobs.

*Change to regular roster or ordinary hours of work*

13.10. For a change referred to in subclause 13.1(b):

- (a) the Employer must notify the relevant employees of the proposed change; and
- (b) subclauses 13.11 to 13.15 apply.

13.11. The relevant employees may appoint a representative for the purposes of the procedures in this clause.

13.12. If:

- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - (b) the employee or employees advise the Employer of the identity of the representative;
- the Employer must recognise the representative.

13.13. As soon as practicable after proposing to introduce the change, the Employer must:

- (a) discuss with the relevant employees the introduction of the change; and
- (b) for the purposes of the discussion – provide to the relevant employees:
  - (i) all relevant information about the change, including the nature of the change; and
  - (ii) information about what the Employer reasonably believes will be the effects of the change on the employees; and
  - (iii) information about any other matters that the Employer reasonably believes are likely to affect the employees; and
- (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

13.14. However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

13.15. The Employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.

13.16. In this clause, "relevant employees" means the employees who may be affected by a change referred to in subclause 13.1.

## **14. Disputes Resolution Procedure**

14.1. If a dispute relates to:

- (a) a matter arising under the Agreement; or

- (b) the NES;

this clause sets out procedures to settle the dispute.

14.2. An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause.

14.3. In the first instance, the parties to the dispute must try to resolve the dispute by having discussions between the employee or employees and their immediate Coordinator/Supervisor.

14.4. If the dispute is not resolved under subclause 14.3 hereof, the employee or the employee's representative may refer the matter to the next higher level of management (Manager/Site Manager/Distribution Centre Manager) for discussion. All escalations to the Manager/Site Manager/Distribution Centre Manager must be in writing; must include details of the original dispute and must include details regarding the outcome at the Coordinator/Supervisor level.

14.5. If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.

14.6. The Fair Work Commission may deal with the dispute in two (2) stages:

- (a) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- (b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
  - (i) arbitrate the dispute; and
  - (ii) make a determination that is binding on the parties.

Note: If Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.

A decision that Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

14.7. While the parties are trying to resolve the dispute using the procedures in this clause:

- (a) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
- (b) an employee must comply with a direction given by the Employer to perform other available work at the same workplace, or at another workplace, unless:
  - (i) the work is not safe; or
  - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
  - (iii) the work is not appropriate for the employee to perform; or
  - (iv) there are other reasonable grounds for the employee to refuse to comply with the direction.

14.8. The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this clause.

## **15. Individual Flexibility Agreement**

15.1. The Employer and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:

- (a) the agreement deals with one (1) or more of the following matters:
  - (i) arrangements about when work is performed;
  - (ii) overtime rates;
  - (iii) penalty rates;
  - (iv) allowances;
  - (v) leave loading; and
- (b) the arrangement meets the genuine needs of the Employer and employee in relation to one (1) or more of the matters mentioned in subclause 15.1(a); and
- (c) the arrangement is genuinely agreed to by the Employer and employee.

15.2. The Employer must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the Act; and
- (b) are not unlawful terms under section 194 of the Act; and
- (c) result in the employee being better off overall than the employee would be if no arrangement was made.

15.3. The Employer must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of the Employer and employee; and
- (c) is signed by the Employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- (d) includes details of:
  - (i) the terms of the Agreement that will be varied by the arrangement; and
  - (ii) how the arrangement will vary the effect of the terms; and
  - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences.

15.4. The Employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

15.5. The Employer or employee may terminate the individual flexibility arrangement:

- (a) by giving no more than 28 days written notice to the other party to the arrangement; or

- (b) if the Employer and employee agree in writing – at any time.

## 16. Termination of Employment

16.1. The notice of termination required to be given by either party is outlined in the table below.

<b>Period of Continuous Service with the Employer</b>	<b>Notice Period</b>
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

16.2. In addition to the notice in the above table, where an employee is over 45 years of age and has been employed by the Employer for more than two (2) years at the time of termination, the Employer must provide the employee with a further week of notice.

### *Termination by the Employer Without Notice*

16.3. Nothing in this clause affects the Employer's right to dismiss an employee without notice for serious misconduct or a serious breach of this Agreement, in which case the employee will only be entitled to be paid for the time worked up to the point of dismissal.

16.4. Conduct that is serious misconduct includes both of the following:

- (a) wilful or deliberate behaviour by an employee that is inconsistent with the continuation of the contract of employment;
- (b) conduct that causes serious and imminent risk to:
  - (i) the health and safety of a person; or
  - (ii) the reputation, viability or profitability of the Employer's business.

The type of conduct that may be deemed to be 'serious misconduct' may include, but shall not be limited to, the following:

- (a) the employee, in the course of the employee's employment, engaging in theft, fraud, assault or sexual harassment;
- (b) the employee being intoxicated at work;
- (c) the employee refusing to carry out a lawful and reasonable instruction that is consistent with the employee's contract of employment.

### *Failure to Give Required Notice*

16.5. Where an employee fails to give the required notice, or fails to work out the required notice period, the Employer may deduct from wages owing to that employee upon termination an amount that is no more than one (1) week's wage or salary for that employee.

16.6. The Employer may agree in writing to waive the notice period required and allow the termination of employment to be effective without the requirement to work out any or all of the notice period. In this case, an employee will be paid up to the last day of employment and no further payment, other than

outstanding leave entitlements, shall be made to the employee or deducted from their wages and entitlements under this Agreement.

#### *Abandonment of Employment*

16.7. It is a condition of employment that employees notify the Employer no later than prior to the time they are required to commence work (except in extraordinary circumstances where it is not possible to do so) of their inability to attend work for any reason and the estimated duration of the absence. The employee's supervisor must be the first point of contact. In the case of the employee's supervisor not being contactable, their manager is the next point of contact. Failure to notify the Employer after being absent for more than 76 hours will entitle the Employer to regard such actions as having terminated the contract of employment. An employee deemed to have abandoned their employment under this clause will receive notice or payment in lieu of notice accordance with clause 16.1 of the Agreement.

#### *Employer Property*

16.8. Where the Employer supplies employees with property, equipment or uniforms, the employee shall be responsible for maintaining those items in good condition. Where an employee wilfully damages the Employer's property, the Employer may recover from that employee, or deduct from any wages owing to that employee, the cost of replacing such items.

16.9. Upon termination of employment, employees must immediately return to the Employer any property of the Employer in their possession or control, including any Confidential Information.

### **17. Redundancy**

17.1. Where a decision is made that any position(s) are excess to business requirements, appropriate consultation with the affected employee(s) and their appointed representative(s) will occur and, the re-deployment of employees to other work areas or departments within the Employer will be the Employer's preferred course of action. The Employer will provide such re-deployed employees with the necessary training or re-training to acquire the skills required in their new positions.

17.2. Except in circumstances of total closure or particular functions ceasing, prior to any redundancies occurring, the Employer shall call amongst employees (as a whole or in a particular section) for expressions of interest in opting for a **voluntary redundancy package**. The Employer and the Union(s) shall review proposed redundancies. The Employer reserves the right to retain particular employees and a specified level of operational skills amongst its employees.

17.3. Notwithstanding the above, where it is decided that an employee is to be made redundant, the Employer shall provide redundancy pay in respect of the continuous period of service as follows:

<b>Period of Continuous Service</b>	<b>Redundancy Pay</b>
At least 1 year but less than 2 years	7 weeks
At least 2 years but less than 3 years	9 weeks
At least 3 years but less than 4 years	10 weeks
At least 4 years but less than 5 years	11 weeks
At least 5 years but less than 6 years	13 weeks
At least 6 years but less than 7 years	14 weeks
At least 7 years but less than 8 years	16 weeks

At least 8 years but less than 9 years	17 weeks
At least 9 years but less than 10 years	19 weeks
At least 10 years	15 weeks
At least 15 years	17 weeks
At least 20 years	22 weeks

17.4. For the purposes of this clause, "weeks' pay" means the ordinary time rate of pay for the employee concerned.

17.5. Provided that in the calculation of continuous service, any time in respect of which an employee is absent from work, except time for which they are entitled to claim paid leave, shall not count as time worked.

17.6. Where an employee's employment is terminated by reason of redundancy, they may terminate their employment during the period of notice. In such circumstances, the employee will be entitled to the same benefits and payments they would have received under this clause had they remained with the Employer until the expiry of such notice. However, the employee will not be entitled to payment in lieu of notice.

17.7. This clause does not apply:

- (a) To employees whose employment is terminated as a consequence of serious misconduct that justifies dismissal without notice;
- (b) To employees with less than one (1) years' service;
- (c) To employees on probation;
- (d) To trainees.

## **PART C – CLASSIFICATIONS, WAGES AND RELATED MATTERS**

### **18. Classifications**

18.1. On an employee's initial engagement with the Employer, the relevant classification and level under which the employee falls will be outlined in their Letter of Offer.

18.2. Where an employee classified at a particular level obtains the skills and competence to work at the level above their current level and the Employer requires that employee to exercise those skills and competencies on a permanent basis in the course of their employment, the Employer will reclassify the employee to the appropriate classification.

18.3. An employee cannot be reclassified at any given time at a lower level than they are currently operating, except via mutual agreement. The Classification Structure is set out in Appendix A to this Agreement. Lactalis is committed to undertaking a comprehensive review of its training and skills development program, with a clear outline of career progression. The progression criteria will be a living document. Any changes will be governed by the JCC in order to ensure that employees can achieve their potential and meet the changing needs of the enterprise.

18.4. During the life of this Agreement, the parties commit to reviewing the existing classification levels on the basis of no loss of pay or reduction in classification

of any existing employee or for any existing role. Changes will be made by consultation and mutual agreement.

## 19. Wage Rates

19.1. Unless otherwise specified, the minimum hourly rates of pay for all work performed in accordance with this Agreement are outlined in Schedule 1.

## 20. Wage Increases

20.1. This Agreement provides for the following increases to wages:

- (a) Effective from 30<sup>th</sup> of April 2024 - 5.7%
- (b) Effective from the 30<sup>th</sup> of April 2025 – 4.5%

20.2. All allowances, excluding the Leading Hand Allowance, will be indexed by the percentage wage increase each year.

## 21. Juniors

21.1. Employees who are under 20 years of age shall be paid a proportion of the relevant adult minimum hourly rates of pay. Incremental increases for junior employees will occur on the individual employee's birthday.

21.2. Juniors engaged in Cool Room, Crushing, Juice, Blow Mould and Maintenance classifications will be paid the percentages prescribed below.

<b>Age of Employee</b>	<b>Percentage (%) of Relevant Permanent Minimum Hourly Rate of Pay</b>
Under 16 years	50
16 years	60
17 years	70
18 years	80
19 years	90
20 years	100

21.3. Juniors engaged in Transport will be paid the percentages prescribed below.

<b>Age of Employee</b>	<b>Percentage (%) of Relevant Permanent Minimum Hourly Rate of Pay</b>
Under 19 years	70
19 years	80
20 years	100

21.4. Juniors engaged in Dairy will be paid the percentages prescribed below.

<b>Age of Employee</b>	<b>Percentage (%) of Relevant Permanent Minimum Hourly Rate of Pay</b>
Under 17 years	70
17 years	80
18 years	90
19 years	100

## 22. Apprentices

22.1. An apprentice must receive the following percentage of the minimum hourly rate of pay for a fully qualified tradesperson:

Year	Junior Apprentice (% of fully qualified tradesperson)	Adult Apprentice (% of fully qualified tradesperson)
1st year	55	75
2nd year	65	75
3rd year	75	75
4th year	88	88

22.2. An adult apprentice in the first, second and third year of their apprenticeship will be paid 75% of the minimum hourly rate of pay for an entry level qualified tradesperson. An adult apprentice in the final year of their apprenticeship will be paid 88% of the minimum hourly rate of pay for an entry level qualified tradesperson. An adult employee who is successful in securing an apprenticeship with the Employer will be paid as per the percentages outlined in this clause.

22.3. Where an apprentice is required to attend block release training for training identified in their training contract, and such training requires the apprentice to stay over one (1) or more nights, the Employer will arrange such accommodation or reimburse such costs. Other expenses such as meals and kilometers will be paid as per the Employer's Travel Policy.

22.4. Apprentices will be required to carry out such duties as are within the limits of the apprentice's skills, competence and training. The Employer will provide work that is relevant and appropriate to the vocation and also to the achievement of the qualification the apprentice is undertaking training to acquire. The Employer will provide relevant on-the-job training and assessments to measure the apprentice's competence.

22.5. Once an apprentice has completed their required units of competency training related to the qualification and been deemed competent by a Registered Training Organisation, and completed relevant on-the-job training, an assessment of the competence will be undertaken and, if deemed competent, the Employer will sign off the apprentice to allow the apprentice to receive relevant qualification certificate.

## 23. Allowances

### 23.1. First Aid Allowance

An employee who holds an appropriate first aid certificate and who is appointed by the Employer as a first aid attendant will be paid a first aid allowance of in accordance with Schedule 2 of this Agreement

(a) .

### 23.2. High Risk Work Licence

(a) Employees who require a current High Risk Work Licence will be reimbursed the renewal fee by the Employer following proof of receipt of payment and the provision of a copy of the new licence.

### 23.3. Electrical Licence Allowance



- (a) An allowance in accordance with schedule 2 of this agreement will be paid to an employee who is employed as an electrical tradesperson and who holds a Western Australian A Grade electrical licence, which is required to be used in the course of their duties.
- (b) In order for a qualified electrician to receive this allowance, the electrician must:
  - (i) Maintain and, if necessary, replace the testing equipment needed to effectively perform their role in line with the Employer's standards;
  - (ii) Attend switchboard rescue, resuscitation, hazard analysis or any other training deemed necessary by legislation in their own time, if it cannot be scheduled as part of their ordinary roster (payment for which will continued to be paid by the Employer);
  - (iii) Pay licence renewal fees, or any other costs (e.g., books) necessary to maintain the relevant licence requirement deemed by legislation.
- (c) Where an electrician does not comply with the conditions of this allowance, such allowance will not be paid.

#### **23.4. Safety Committee Allowance**

- (a) In order to encourage membership and attendance at Safety Committee meetings, an allowance in accordance of schedule 2 of this Agreement will be paid to a Safety Committee member who attends each meeting.

#### **23.5. Leading Hand Allowance**

- (a) Employees who are appointed as a Leading Hand will be paid an allowance of 15% of their weekly earnings.

#### **23.6. Tool Allowance**

- (a) A tool allowance, in accordance of Schedule 2 of this agreement will be paid to Maintenance employees for the purpose of supplying and maintaining tools ordinarily required in the performance of their work as a tradesperson.

#### **23.7. Cool Room Allowance:**

- (a) An employee rostered to work continuously in refrigerated conditions of 5°C or below shall be paid in accordance of Schedule 2 of this agreement.
- (b) The cool room allowance is a flat allowance and does not form part of the hourly rate for all other purposes.

#### **23.8. Processing Room Hot Area Allowance:**

- (a) An employee who is rostered to work in the Processing room shall be paid in accordance of Schedule 2 of this agreement.
- (b) The Processing room hot area allowance is a flat allowance and does not form part of the hourly rate for all other purposes.

### **24. Higher Duties**

- 24.1. An employee engaged for two (2) hours or more on any day on duties carrying a higher rate than their ordinary classification shall be paid the higher rate for such day. If an employee is engaged on duties carrying a higher rate for two (2) hours or less during a day, they must be paid the higher rate for the time worked.

## **25. Superannuation**

- 25.1. The Employer shall contribute on behalf of each eligible employee an amount of superannuation in accordance with the provisions of the *Superannuation Guarantee (Administration) Act 1992* (Cth) into a complying superannuation fund of the employee's choice.
- 25.2. If an employee does not elect a superannuation fund of their choice or does not have a stapled superannuation fund, the Employer will pay the superannuation contributions into their nominated default fund.
- 25.3. Superannuation will be paid on an employee's ordinary time earnings (OTE), which includes any amount paid to employees for their ordinary hours of work, including applicable shift loadings.

## **26. Payment of Wages**

- 26.1. Wages shall be paid weekly by electronic funds transfer into a financial institution nominated by the employee, unless an alternative arrangement is agreed between the individual employee and the Employer.
- 26.2. The Employer may, at any time during employment and upon termination, with prior written consent from the employee, deduct from an employee's wages any amount it is authorised or required to deduct, including any payments made in error or overpayment of any wage or entitlement.

## **PART D – HOURS OF WORK AND RELATED MATTERS**

### **27. Ordinary Hours of Work**

- 27.1. The ordinary hours of work will be 7.6 hours per day, 38 hours per week for a set roster or 38 hours averaged over a roster cycle.
- 27.2. The ordinary hours of work may be worked on any day of the days of the week, Monday to Sunday.
- 27.3. The ordinary hours of work will not exceed 10 hours on any day, provided that where there is agreement between the Employer and an employee, the ordinary hours may be extended to a maximum of 12 ordinary hours on any day.
- 27.4. Rostered changes to ordinary hours can occur when mutually agreed by all parties with 7 days' notice. Outside of mutual agreement any shift worked on a non-rostered day will be treated as overtime.

### **28. Breaks**

- 28.1. During any shift of six (6) hours or more, employees shall be entitled to a paid morning tea break of 15 minutes and an unpaid meal break of between 30 minutes and one (1) hour.
- 28.2. For staff who are rostered to work a 12-hour shift; These employees shall be entitled to three (3) 15 minute paid breaks and an unpaid meal break of 30 minutes. Breaks shall be scheduled at mutually convenient times, having regard for the operational requirements of the business.

### **29. Rosters**

- 29.1. Rosters will be published a minimum of seven (7) days in advance of its commencement and will be a minimum of seven (7) days in duration for permanent employees.
- 29.2. After consultation with the employees, the roster of a permanent employee may change by giving seven (7) days' notice or such lesser period if mutually agreed between the Employer and employee. Provided that, in the event of significant interruption to the business, the Employer may give 24 hours' notice of a change in roster or such lesser period if mutually agreed between the Employer and employee concerned.
- 29.3. Rosters shall be posted in a convenient place where each employee concerned can see the roster.

### **30. Afternoon Shift Allowance**

- 30.1. An employee required to work an afternoon shift Monday to Friday will be paid an allowance of 15% of their minimum hourly rate of pay for hours worked. An afternoon shift is any shift rostered to finish after 6:00pm and at or before midnight.

### **31. Night / Early Morning Shift Allowance**

- 31.1. An employee required to work a night shift Monday to Friday will be paid an allowance of 30% of their minimum hourly rate of pay for hours worked. A night shift is any shift rostered to finish after midnight and at or before 8:00am or any shift with a rostered start time between midnight and 3:00am.
- 31.2. An employee required to work a shift Monday to Friday with a rostered start time between 3:00am and 6:00am will be paid an allowance of 30% of their minimum hourly rate of pay for hours worked until 6:00am, with the remainder of the shift to be paid at their minimum rate of pay.
- 31.3. Both the Employer and its employees are committed to establishing rostering arrangements that satisfy the needs of both parties. This commitment includes implementing staffing schedules with minimum advance notice, as per established practice, to address unforeseen circumstances beyond the Employer's control. Any dispute to a shift rotation will be handled through the dispute resolution process and the JCC.

### **32. Saturday, Sunday and Public Holiday Work**

- 32.1. Ordinary rostered hours worked on a Saturday or Sunday will be paid at 150% of the employee's applicable minimum hourly rate of pay.
- 32.2. All hours worked on a Public Holiday will be paid at 250% of the employee's applicable minimum hourly rate of pay.

### **33. Overtime**

- 33.1. An employee may be required to work reasonable overtime in accordance with the operational requirements of the Employer.
- 33.2. All time worked by an employee in excess of the ordinary hours of work will be paid at 150% of the minimum hourly rate of pay for the first three (3) hours and 200% of the minimum hourly rate of pay thereafter.
- 33.3. An employee required to work overtime on a Saturday or Sunday will be paid 200% of the minimum hourly rate of pay.

### **34. Rest Period After Overtime**

- 34.1. When overtime work is necessary it must, wherever reasonably practicable, be arranged so that an employee has at least 10 consecutive hours off duty between the work of successive working days.
- 34.2. An employee who works so much overtime between the termination of their ordinary hours on one day and the commencement of their ordinary hours on the next day that the employee has not had at least 10 consecutive hours off duty between those times must, subject to the other provisions of this clause, be released after completion of the overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary hours occurring during such absence.
- 34.3. If, on the instructions of the Employer, an employee resumes or continues work without having had the 10 consecutive hours off duty, the employee must be paid at the rate of 200% until the employee is released from duty for such period. The employee is then entitled to be absent until the employee has had 10 consecutive hours off duty without loss of pay for ordinary hours occurring during the absence.
- 34.4. By agreement between the Employer and an individual employee, the 10 hour break provided for in clause 34.2 may be reduced to a period of no less than eight (8) hours.
- 34.5. The provisions of this clause will apply in the case of a shiftworker as if eight (8) hours were substituted for 10 hours when overtime is worked:
- (a) for the purpose of changing shift rosters; or
  - (b) where a shiftworker does not report for duty and a day worker or a shiftworker is required to replace the shiftworker; or
  - (c) where a shift is worked by arrangement between the employees themselves.

### **35. Call Back**

- 35.1. Where an employee is recalled to work, a minimum of four (4) hours shall be paid at the applicable overtime rate.

## **PART E – LEAVE AND PUBLIC HOLIDAYS**

### **36. Annual Leave**

- 36.1. Employees are entitled to annual leave in accordance with Division 6 of the NES and this clause.
- 36.2. All employees covered by this Agreement shall, for each completed year of service, be entitled to annual leave as follows:
- (a) 190 hours (5 weeks) if employed as a continuous shiftworker;
  - (b) 152 hours (4 weeks) in any other case.

The above entitlement will be pro-rated for part-time employees.

- 36.3. An employee's entitlement to paid annual leave accrues progressively during a year of service according to the employee's ordinary hours of work and accumulates from year to year.

36.4. Annual leave will not accrue during periods of unpaid leave or unauthorised absence.

36.5. Annual leave may be taken:

- (a) By employees requesting to take accrued annual leave; or
- (b) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (c) By the Employer directing employees, where they have accrued at least eight (8) weeks of annual leave or (10) weeks of annual leave for a shift worker, to take two (2) weeks of annual leave, provided a minimum of two (2) weeks' notice is given.

36.6. The Employer will not unreasonably refuse an employee's request to take annual leave, however annual leave shall be agreed to in advance with an employee's immediate supervisor. Leave requests should be made at least two (2) weeks in advance to an employee's immediate supervisor.

36.7. Annual leave is payable at either the employee's ordinary hours minimum hourly rate of pay plus an amount of leave loading of 17.5% of that rate or the applicable shift penalty whichever is the greater.

36.8. Where an employee resigns or their employment is terminated by the Employer for any reason, the employee will be paid all untaken accrued annual leave entitlements on termination.

36.9. The Employer would prefer that employees utilise their annual leave for the purpose of taking a break from work rather than build up large annual leave accruals. However, as a method of reducing high annual leave accruals, employees may, at their discretion, choose to apply to have annual leave cashed out. Applications must be submitted in writing to the General Manager – HR, for final approval by the General Manager - Finance & IT. For an application to be approved, all of the below requirements must be met:

(d) Annual leave is paid out at the full amount that would have been payable to the employee had the employee taken the leave;

(e) A minimum of four (4) weeks annual leave must be retained in annual leave accrual;

(f) A maximum of four (4) weeks annual leave can be paid out in any calendar year;

(g) The employee must have taken a minimum of two (2) weeks annual leave in the previous 12 months prior to their application being submitted;

(h) Applications for the payout of annual leave may only be submitted once per year per employee.

(i) Applications must be submitted by completing the Cashing Out Annual Leave-Wages Employees form (available on the Intranet) and forwarding this to the HR Manager for initial approval by the Site Manager/WA Logistics Manager. The Site Manager/WA Logistics Manager will subsequently forward to the Executive representatives for final approval

### **37. Personal/Carer's Leave**

37.1. Employees are entitled to personal/carers' leave in accordance with Division 7 of the NES and this clause.

37.2. All employees are entitled to 10 days of paid personal/carer's leave for each completed year of service.

37.3. An employee's entitlement to paid personal/carer's leave accrues progressively during a year of service according to the employee's ordinary hours of work and accumulates from year to year.

37.4. An employee may take paid personal/carer's leave if the leave is taken:

- (a) because the employee is not fit for work because of a personal illness, or personal injury, affecting the employee; or
- (b) to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:
  - (i) a personal illness, or personal injury, affecting the member; or
  - (ii) an unexpected emergency affecting the member.

#### *Personal Leave*

37.5. Where an employee is absent from work because of a personal illness or injury, the employee shall, as soon as reasonably practicable and preferably not later than two (2) hours' prior to the commencement of their shift, notify the Employer of their inability to attend work because of personal illness or injury. Whenever possible, employees should advise their immediate supervisor prior to the commencement of work and indicate the expected duration of their absence. Payment for paid personal/carer's leave will be made on the basis of the employee's base rate of pay for the rostered shift hours.

37.6. For all absences due to personal illness or injury, the Employer may, at its discretion, require employees to provide a medical certificate from a registered health practitioner indicating the reason for the absence. In the event that it is not reasonably practical for an employee to obtain a medical certificate, a statutory declaration must be provided detailing the same information. This must be provided to the Employer as soon as reasonably practical.

37.7. Employee's must provide a medical certificate (or statutory declaration, if it is not reasonably practicable to obtain a medical certificate) as proof of personal illness or injury or carer's leave in the following circumstances:

- (a) After two (2) or more consecutive personal/carer's leave days; or
- (b) If the personal/carer's leave day is taken before or after a weekend, a long weekend, annual leave or a public holiday; or
- (c) At any other time the Employer requests evidence to support the employee's absence.

If evidence is not provided for a personal/carer's leave taken in accordance with clause 37.7, then the employee shall not be paid for the absence.

#### *Carer's Leave*

37.8. To be entitled to carer's leave (either paid or unpaid), employees must advise the Employer as soon as reasonably practical of their inability to attend work in order to provide care and support to an immediate family member or member of their household. Whenever possible, employees should advise the

Employer prior to the commencement of their shift and indicate the expected duration of their absence.

37.9. For absences due to carer's leave, the Employer may, at its discretion, require employees to provide a medical certificate from a registered health practitioner indicating the reason for the absence. In the event that it is not reasonably practical to obtain a medical certificate, a statutory declaration must be provided detailing the same information. This must be provided to the Employer as soon as reasonably practical.

37.10. In the case of an unexpected emergency, the Employer may request that employees provide a statutory declaration that includes a statement that the employee requires/required leave to provide care and support to a member of their immediate family or household because of an unexpected emergency affecting that person.

37.11. The Employer may also require proof to satisfy a reasonable person of the relationship between the employee and the person they are taking carer's leave for.

37.12. Unpaid carer's leave of two (2) days per occasion is available to employees who have exhausted their allocation of paid carer's leave for each permissible occasion as defined by the Act.

### **38. Compassionate Leave**

38.1. Employees are entitled to compassionate leave in accordance with Division 7 of the NES and this clause.

38.2. All employees are entitled to two (2) days of paid compassionate leave for each occasion (a permissible occasion) when:

- (a) a member of the employee's immediate family, or a member of the employee's household:-
  - (i) contracts or develops a personal illness that poses a serious threat to their life; or
  - (ii) sustains a personal injury that poses a serious threat to their life; or
  - (iii) dies.
- (b) a child is stillborn, where the child would have been a member the employee's immediate family, or a member of the employee's household, if the child had been born alive; or
- (c) the employee, or the employee's spouse or de facto partner, has a miscarriage.

38.3. Unless otherwise agreed between the employee and the Employer, compassionate leave shall be taken as a single unbroken period.

38.4. Employees must advise the Employer as soon as reasonably practical of their intention to take compassionate leave.

38.5. Compassionate leave is payable at an employee's ordinary hours minimum hourly rate of pay.

38.6. The Employer may require employees, as a condition of payment, to provide the Employer with reasonable evidence of the injury, illness or death, and may require employees to provide proof to satisfy a reasonable person of the relationship between them and the person they are taking compassionate leave on behalf of.

### **39. Community Service Leave**

39.1. All employees are entitled to unpaid leave for the purpose of engaging in eligible community service activities in accordance with Division 8 of the NES and this clause.

39.2. An employee who engages in an eligible community service activity is entitled to be absent from their employment for a period if:

- (a) the period consists of one (1) or more of the following:
  - (i) time when the employee engages in the activity;
  - (ii) reasonable travelling time associated with the activity; and
  - (iii) reasonable rest time immediately following the activity;

39.3. An employee taking community service leave under this clause shall notify the Employer as soon as practicable (which may be a time after the absence has started), and advise the Employer of the period, or expected period, of absence.

39.4. An employee who has given the Employer notice of their absence must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that the absence is because the employee has been, or will be, engaging in an eligible community service activity.

#### **40. Jury Service**

40.1. Employees are entitled to leave to attend jury service in accordance with Division 8 of the NES, the *Juries Act 1957 (WA)* and this clause.

40.2. An employee engaged in jury service is entitled to be paid what the employee would have earned had the employee not been engaged in jury service.

40.3. An employee will notify the Employer as soon as possible of the date upon which they are required to attend for jury service and will provide the Employer proof of their attendance and the duration of such attendance

#### **41. Parental Leave**

##### *Unpaid Parental Leave*

41.1. Employees are entitled to unpaid parental leave in accordance with Division 5 of the NES and this clause.

41.2. An eligible employee is entitled to unpaid parental leave if the employee has, or will have, completed at least 12 months of continuous service with the Employer.

41.3. An employee is entitled to 12 months of unpaid parental leave if:

- (a) the leave is associated with:
  - (i) the birth of a child of the employee or the employee's spouse or de facto partner; or
  - (ii) the placement of a child with the employee for adoption; and
- (b) the employee has, or will have, a responsibility for the care of the child.

##### *Paid Parental Leave*



41.4. Employees may be entitled to paid parental leave in accordance with the Employer's Leave Policy, as amended from time to time.

#### **42. Long Service Leave**

42.1. Employees are entitled to long service leave in accordance with the *Long Service Leave Act 1958 (WA)* ('LSL Act'). A summary of entitlements prescribed by the LSL Act are as follows:-

- (a) 8.668 weeks long service leave after 10 completed years of continuous service with the Employer; and
- (b) 4.333 weeks for every subsequent five (5) completed years of continuous service with the Employer after the initial 10 completed years of service.

42.2. Long service leave is paid out on termination (except in the case of serious misconduct) after seven (7) years of completed service on a pro-rata basis.

#### **43. Family and Domestic Violence Leave**

43.1. Employees will be entitled to paid Family and Domestic Violence Leave in accordance with the Employer's Domestic / Family Violence Leave Policy and the Special Leave Domestic / Family Violence Leave Policy as amended from time to time.

#### **44. Public Holidays**

44.1. The following days shall be public holidays:

- (a) New Year's Day;
- (b) Australia Day;
- (c) Labour Day;
- (d) Good Friday;
- (e) Easter Sunday;
- (f) Easter Monday;
- (g) Anzac Day;
- (h) Western Australia Day;
- (i) King's Birthday
- (j) Christmas Day;
- (k) Boxing Day; or
- (l) Any other day, or part-day, declared or prescribed by the relevant legislation to be observed generally within Western Australia as a public holiday.

44.2. Given the nature of this business, the Employer generally operates every day of the year, including public holidays. In order to maintain service requirements, employees may be expected to work on public holidays which fall on their normal rostered days.

44.3. Unless employees are requested to work on a public holiday, they shall be entitled to that day off. If an employee is not required to work on a public holiday, they shall be paid for the ordinary hours they would normally work on

that day. If a public holiday falls on an employee's non-rostered day, they shall be paid for the ordinary hours (to a maximum of 10 hours) of their normal rostered shift. Public holiday hours for non-rostered days will not be included in ordinary hours for overtime calculation.

- 44.4. If requested to work on a public holiday, employees must attend for work unless they have reasonable grounds for refusing the request. Any refusal to work a public holiday must be made in advance and will be considered by the Employer in accordance with the Act.

## **PART F – MISCELLANEOUS**

### **45. Delegate Training**

- 45.1. The Employer shall be notified, in writing, from the Unions listed as parties to this Agreement, of the name of authorised delegate(s) who have been voted in by fellow employees.
- 45.2. Each Union delegate will have access to a maximum of five (5) days paid leave (non-cumulative) per calendar year to attend accredited union education.
- 45.3. The AMWU will appoint two (2) delegates and CEPU will appoint one (1) delegate,. The UWU will appoint up to four (4) delegates. Entitlement to take Union Delegate Paid Leave will be granted provided evidence and notice is provided and the granting of such leave shall be subject to the convenience of the Employer and so that the operations of the Employer will not be unduly affected. Evidence and notice of Union Training will be provided to the Employer one month in advance. Evidence may come in the form of an official letter from the Union detailing the training and or event, naming the Union Delegate, the day/s required to be released from work duties, and signed by an Official / Officer of the Union.
- 45.4. Such approved leave will be paid at ordinary pay. "Ordinary pay" shall mean at the ordinary weekly rate paid to the employee exclusive of any allowance for travelling time and fares or shift work.

### **46. Uniforms**

- 46.1. The Employer shall provide protective clothing to all employees covered by this Agreement. The protective clothing will remain the property of the Employer.
- 46.2. The protective clothing shall be replaced on the basis of fair wear and tear, evidence of such shall lie with the employee.

### **47. Mass Meeting**

- 47.1 Employees shall be paid for attendance at one Mass Meeting per quarter (30 minutes in length)

The time and date of the Mass Meeting must be mutually agreed through consultation with the Site Manager and the W.A Logistics Manager and 14 days' notice of the Mass Meeting is required.

## **Appendix A**

## Classification Structure

Level	Department	Positions
1	<b>Processing; UHT/ESL/Fresh Milk; Logistics: Picking/Warehouse; Blowmould; Fresh Juice; Juice Crushing;</b>	Entry Level Employee (probation)
2	<b>Processing; UHT/ESL/Fresh Milk; Logistics: Picking/Warehouse; Blowmould; Fresh Juice; Juice Crushing;</b>	Case Over Packer (Semi Auto), Bottle Operator and/or Unscrambler Operator, Hazardous Chemical Decanting Operator, Coder, Labeller, Palletiser, Crate Dock, Stock Receivals, Stock Handling (packers), Robot Operator, Bagger/De-bagger Operator, Rework; Blowmould operator in training; general duties of a manual nature.
3	<b>Processing; UHT/ESL/Fresh Milk; Logistics: Picking/Warehouse; Blowmould; Fresh Juice; Juice Crushing;</b>	Forklift Operator, Filling Operator, Yard Services, Cleaning; Mixer (Juice or Dairy); Milk Reveal Operator; UHT DE Operator; Cheese Shredder; V Mag; Multi Head Weigher; Cool room or Warehouse (product pickers, checkers and loading and unloading trucks) Block Cutter Operator; Cleaner (sweeping, mopping, operating handheld powered equipment, toilet cleaning, rubbish collection, washing, general cleaning)
4	<b>Processing; UHT/ESL/Fresh Milk; Logistics: Picking/Warehouse; Blowmould; Fresh Juice; Juice Crushing;</b>	Store-person (raw materials and packaging), Multi Filler Operator, DAF Plant Operator; Mixer – Juice & Dairy (both); Process Plant Operator (Pasteurising and Homogenising); Single Tetra Pak UHT; Multi Skilled Blow Moulder Operator; Senior Operator (Fresh, PET, Cheese, ESL lines and Warehouse); Crushing Operator.
5	<b>Processing; UHT/ESL/Fresh Milk; Logistics: Picking/Warehouse; Blowmould; Fresh Juice; Juice Crushing;</b>	Industrial Services Operator (Boiler, chiller, compressor, cooling tower); Multi Skilled Process Plant Operator (Pasteurising and Homogenising); Multi Skilled Tetra Pak/ESL Operator (Upstream and downstream equipment); Multi Skilled Blow Mould Operator; Multi Speciality Plant Operator (including crushing).
6	<b>Processing; UHT/ESL/Fresh Milk; Logistics: Picking/Warehouse; Blowmould; Fresh Juice; Juice Crushing;</b>	Leading Hand

Level	Department	Positions
2	Transport	Driver – Heavy Rigid

#### Laboratory Technician Classification and Structure.

Level	Department	Positions
1	Laboratory Technician	Entry Level
2	Laboratory Technician	Laboratory Technician

#### Basic duties and responsibilities applicable to all positions.

Understand and observe the Company's established policies in key areas including, but not limited to:

- (a) Health and Safety Hazards and control.
- (b) Harvey Fresh Safety Booklet.
- (c) Harvey Fresh Hygiene Policy.
- (d) All safety aspects of the equipment (including tag out/lock out procedures).
- (e) Maintain work area to meet housekeeping standards/ 5S.
- (f) Conform to Harvey Fresh hygiene, food safety requirements and dress standards.
- (g) Take corrective action in response to out of specification product.
- (h) Clean equipment.
- (i) General cleaning.

In addition to the above minimum requirements, the following classification in this Appendix detail the general skills, competencies, qualifications, attitudes and behaviours, and criteria required to progress to and remain at each level.

#### Processing; UHT/ESL/Fresh Milk; Logistics: Picking/Warehouse; Blowmould; Fresh Juice; Juice Crushing – Level 1

This level is for new Employees who are serving a three (3) month probation period before proceeding to Processing; UHT/ESL/Fresh Milk; Logistics: Picking/Warehouse; Blowmould; Fresh Juice; Juice Crushing – Level 2.

An Employee at Level 1 must have the required skills:

- (a) Performs and learns duties & procedures with close guidance and supervision; and
- (b) Informs Team Leader or supervisor of any non-confirming or out of specification products; and
- (c) Checks the quality of product, amounts, and use-by codes; and
- (d) Accurately recording pallets dispatched as compared with documentation; and
- (e) must have numeracy and literacy skills.

An Employee at Level 1 must also demonstrate knowledge of:

- (a) Company Procedures and related workplace documentation.
- (b) Product.
- (c) Non-confirming product.
- (d) Manual Handling.

- (e) Chemical Handling.
- (f) Packaging requirements.

No formal qualifications are required.

The criteria for Level 1 is to demonstrate competence in accordance with all Level 1 Processing; UHT/ESL/Fresh Milk; Logistics: Picking/Warehouse; Blowmould; Fresh Juice; Juice Crushing criteria.

### Processing; UHT/ESL/Fresh Milk; Logistics: Picking/Warehouse; Blowmould; Fresh Juice; Juice Crushing – Level 2

In addition to the required skills needed to achieve Level 1, an Employee at Level 2 must possess the following required skills:

- (a) Meets all of the criteria established under Level 1; and
- (b) Works under regular supervision; and
- (c) Comprehends and applies basic WH&S, food safety, GMP and similar principles and escalates breaches of these principles to Team Leaders, supervisors, or managers; and
- (d) Understands short interval reporting and checks; and
- (e) Raises problems and identifies opportunities for improvement.
- (f) Participates in the team activities such as shift meetings and Continuous Improvement events.
- (g) Confirms supply of necessary materials and services.
- (h) Receives goods.
- (i) Operates pallet jacks.
- (j) Operates a mechanical stretch wrapper.
- (k) Understands and is competent in safety procedures associated to Hazardous Chemical Decanting.
- (l) Completes relevant records.
- (m) Sets up equipment ready for production.
- (n) Operates packaging equipment to consistently produce packaged product to relevant quality standards.

In addition to the demonstrated knowledge required in Level 1, an Employee at Level 2 must demonstrate knowledge of:

- (a) HACCP
- (b) Stock Rotation
- (c) Occupational Health and Safety
- (d) Routine on line quality tests
- (e) Coding requirements.

An Employee at Level 2 must complete one of the following electives:

- (a) Forklift Licence relevant to the business' needs.
- (b) First Aid Certificate relevant to the business' needs.
- (c) Emergency Procedure Training.
- (d) Chemical handling.
- (e) Risk Assessment Training.
- (f) Milk Grading.

No formal qualifications are required.

The criteria for Level 2 is to demonstrate competence in accordance with all Level 2 Processing; UHT/ESL/Fresh Milk; Logistics: Picking/Warehouse; Blowmould; Fresh Juice; Juice Crushing criteria.

### Processing; UHT/ESL/Fresh Milk; Logistics: Picking/Warehouse; Blowmould; Fresh Juice; Juice Crushing – Level 3

In addition to the required skills needed to achieve Level 1 and Level 2, an Employee at Level 3 must possess the following required skills:

- (a) Meet the criteria established under Level 2; and
- (b) Accurately picks and carton counts.
- (c) Operates a palletiser
- (d) Operates a forklift.
- (e) Set up and start up equipment for production.
- (f) Operate filling equipment.
- (g) Isolate non-conforming packaging and product.
- (h) Clean equipment including CIP, coder, etc.
- (i) Conduct Routine operator Maintenance (e.g. Re-rubbering pipework and key plate etc.)
- (j) Collection of samples as required.
- (k) Consistently operate equipment to produce product to the relevant quality standards.
- (l) Complete relevant records.

In addition to the demonstrated knowledge required in Level 1 and Level 2, an Employee at Level 3 must demonstrate knowledge of:

- (a) Documentation for orders
- (b) Company procedures for order picking and related workplace documentation.
- (c) Quality and documentation
- (d) Weights and measure
- (e) Packaging
- (f) The effect of heat treatment on product.

A Level 3 Employee must be qualified in a forklift licence to meet the business' needs, and complete **two (2)** electives from the following options:

- (a) Forklift Licence (to meet the business' needs)
- (b) First Aid Certificate (to meet the business' needs)
- (c) Emergency Procedure Training
- (d) Chemical Handling
- (e) Milk Grading
- (f) Critical control points of the operation
- (g) Risk Assessment Training

The criteria for Level 3 is to demonstrate competence in accordance with all Level 3 Processing; UHT/ESL/Fresh Milk; Logistics: Picking/Warehouse; Blowmould; Fresh Juice; Juice Crushing.

### Processing; UHT/ESL/Fresh Milk; Logistics: Picking/Warehouse; Blowmould; Fresh Juice; Juice Crushing – Level 4

In addition to the required skills needed to achieve Level 1, Level 2, and Level 3, an Employee at Level 4 must possess the following required skills:

- (a) Meet the criteria established under Level 3; and

- (b) Ensure smooth accurate customer service.
- (c) Understand and interpret the site performance metrics.
- (d) Train all levels in each relevant section competently and supervise operators to train others.
- (e) Operate Pallet movers / lift.
- (f) Be a Certified Pasteur Operator (Dairy)
- (g) Operate filling equipment.
- (h) Ensure production line is ready for production.
- (i) Conduct routine product quality tests.

In addition to the demonstrated knowledge required in Level 1, Level 2, and Level 3, an Employee at Level 4 must demonstrate knowledge of:

- (a) Harvey Fresh specifications.
- (b) The entire process from receivals to final packaging.
- (c) All quality tests.
- (d) PLC, HMI Display & SCADA

The required qualifications and minimum number of electives that are required to be completed in order to achieve Level 4, are the same as listed in Level 3.

The criteria for Level 4 is to demonstrate competence in accordance with all Level 4 Processing; UHT/ESL/Fresh Milk; Logistics: Picking/Warehouse; Blowmould; Fresh Juice; Juice Crushing.

#### [Processing; UHT/ESL/Fresh Milk; Logistics: Picking/Warehouse; Blowmould; Fresh Juice; Juice Crushing – Level 5](#)

In addition to the required skills needed to achieve Level 1, Level 2, Level 3, and Level 4, Employee at Level 5 must possess the following required skills:

- (a) Meet the criteria established under Level 4; and
- (b) Maintain a high level of customer service.
- (c) Understand and interpret the site performance metrics.
- (d) Maintain standards up to date (5S, SOP)
- (e) Engage with other functions on CI initiatives (e.g. Maintenance, Lab)
- (f) Set up, start up and shut down the equipment.
- (g) Ensure product availability.
- (h) Operate filling equipment.
- (i) Clean equipment including CIP.
- (j) Conduct Quality Control tests.
- (k) Conduct routine operator maintenance including preventative maintenance.

In addition to the demonstrated knowledge required in Level 1, Level 2, Level 3, and Level 4, an Employee at Level 5 must demonstrate knowledge of:

- (a) All documentation (orders, quality, specifications)
- (b) Critical Control Points within the system.

In addition to the required two **(2)** electives that must be completed from the options as listed in Level 2, Level 3, and Level 4, an Employee at Level will have the option to complete the Critical Control Points of the Operation, which is an optional elective that is exclusive to Level 5 only.

In addition to the required qualification of a Forklift Licence as is stated in Level 2, Level 3 and Level 4, the additional required qualification for an Employee at Level 5 to complete is:

- (a) Risk Assessment Training.

The Criteria for Level 5 is as follows:

- (a) Competency achieved in all Level 5 criteria relevant to position.
- (b) Demonstrate competence in all packaging and processing equipment in the department.
- (c) Demonstrate competence in Leadership.

#### Processing; UHT/ESL/Fresh Milk; Logistics: Picking/Warehouse; Blowmould; Fresh Juice; Juice Crushing – Level 6 - Leading Hand

In addition to the required skills needed to achieve Level 1, Level 2, Level 3, Level 4, and Level 5, an Employee who is a Leading Hand must possess the following required skills:

- (a) May be required to supervise.
- (b) May implement quality control techniques and procedures.
- (c) Highly developed level of interpersonal and communication skills.
- (d) Exercise discretion within the scope of this grade.
- (e) Exercise skills attained through the successful completion of an appropriate certification.
- (f) Plan activities of work group to ensure product targets are met.
- (g) Must be proficient in two or more major production units. Notation: Appropriate standard yet to be set.

The demonstrated knowledge that a Leading Hand must possess is a combination of the required demonstrated knowledge as listed in Level 1, Level 2, Level 3, Level 4, and Level 5.

In addition to the required two **(2)** electives that must be completed from the options as listed in Level 2, Level 3, Level 4, and Level 5, a Leading Hand Employee will have the option to select any additional electives provided that there is an identifiable benefit to both the employee's development plan and the Harvey Fresh business plan/s.

The required qualifications for a Leading Hand are as listed in Level 5.

The Criteria for a Leading Hand is as follows:

- (a) Competency achieved in all Levels 5, 4, 3, 2, and 1 criterion relevant to their position.
- (b) Demonstrate competence in all packaging and processing equipment in the department.
- (c) Demonstrate competence in Leadership.

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#### Laboratory Technician (LT) Level 1

An Employee at Level 1 must meet the following required skills:

- Maintain work area to meet GLP standards.
- Have the ability to perform basic laboratory analysis and analysis related tasks:
  - Fat analysis by FT120
  - Protein analysis by FT120



- Lactose analysis by FT120
- SNF analysis by FT120
- Total solids analysis by FT120
- Antibiotic testing on incoming tankers
- Refer to verification schedule for product specifications.
- Verify label and print accuracy for production.
- pH determinations
- Analysis by titration in Milk and Juice e.g. Acidity
- COD analysis.
- Obtain swab samples.
- Use and performance of rapid microbiology techniques.
- Preparation of analytical reagents.
- Prepare samples for external analysis.
- Any other analysis or techniques that may be required.
- Enter data into Laboratory System
- Complete relevant records
- Have the ability to perform basic quality control checks:
  - Monitor product conformance and report non-conforming product.
  - Balance calibrations
  - pH meter calibration
  - Other calibrations/checks that may be required.
  - Shelf-life analysis: preparation, storage, sensory evaluation and reporting of results.
- Conform to hygiene and dress standards.
- General cleaning in laboratory.

An Employee at LT Level 1 must demonstrate an understanding of:

- (a) Harvey Fresh Safety Booklet.
- (b) Harvey Fresh Hygiene Policy.
- (c) Manual Handling.
- (d) Chemical Handling.
- (e) Product Range.
- (f) Product Flow.
- (g) Packaging Requirements.
- (h) Basic Good Laboratory Practice.
- (i) Laboratory Safety.

An Employee at LT Level 1 must be qualified in:

- Relevant training and/or experience in food analysis and food safety. Relevant food safety, food analysis, dangerous goods, and environmental units of competency from the Food Processing Training Package.

Criteria: competency achieved in all of Laboratory Technician Level 1.

### Laboratory Technician (LT) Level 2

In addition to the scope and required skills from an Employee in LT Level 1, an Employee at LT Level 2 must possess the required skills:

- (a) Complete chemical and microbiological analysis of dairy products.
- (b) Aseptically collect dairy product samples for testing.

- (c) Conduct other duties associated with providing analytical and quality assurance support within a dairy factory.
- (d) Take potable water samples for pathogen testing.
- (e) Take Listeria samples (swabs and product) for testing.
- (f) Able to work with and assist production and work with production personnel to investigate and solve quality related problems in a timely manner.
- (g) Participate role in Risk analysis studies.
- (h) Participate role in hazard identification studies.
- (i) Participate in HACCP teams and HACCP studies.
- (j) Able to understand and perform basic trend evaluations and basic statistical evaluations.
- (k) Take a leadership role in working with and assisting production and working with production personnel to investigate and solve quality related problems in a timely manner.
- (l) Strong attention to detail
- (m) Good communication and interpersonal skills.
- (n) Take a leadership role in problem solving.
- (o) Coordination of laboratory on a day-to-day basis as required.

An Employee at LT Level 2 must demonstrate an understanding of:

- (a) As per LT Level 1
- (b) Ability to perform, understand and troubleshoot basic laboratory analysis.
- (c) Ability to perform, understand and troubleshoot basic quality control checks.
- (d) Internal auditing.
- (e) Production processes.
- (f) HACCP.
- (g) Food safety.
- (h) Basics of product regulatory compliance – net weight control, composition, nutritional and microbiological.
- (i) Basic principles of supervision and management.

A LT Level 2 Employee must be qualified in:

- (a) Certificate III in Laboratory Skills or equivalent.
- (b) Relevant training and/or experience in food analysis, food safety, dangerous goods, and environment.

Criteria: competency achieved in all of Laboratory Technician Level 1 and 2.

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### Transport Level 2.

In order to achieve Level 2 in Transport, the Employee must demonstrate competency achieved in all Transport Level 2 criteria.

A Level 2 Employee must have the required skills:

- (a) Maintain a high level of customer service.
- (b) Edit and maintain documentation associated to stock.
- (c) Control customer complaints within scope.
- (d) Be qualified in driving a forklift.
- (e) Load and unload truck as required.

A Level 2 Employee must demonstrate an understanding of:

- (a) Documentation for orders.

A Level 2 Employee must be qualified in:

- (a) Forklift licence to meet the business' needs.  
 (b) Driver – Heavy Rigid.

#### Maintenance Classification Levels and Structure.

1	Maintenance	Trade Assistant	Trade Assistant
2	Maintenance	Mechanical Fitter; Diesel Mechanic; Motor Mechanic; Boilermaker; Engineering Tradesperson	Engineer Tradesperson; Electrical Fitter; Electrician
3	Maintenance	Mechanical Fitter; Diesel Mechanic; Motor Mechanic; Boilermaker; Engineering Tradesperson	Engineer Tradesperson; Electrical Fitter; Electrician
4	Maintenance	Dual Tradesman	Electrician & Instrumentation; Dual Tradesman

#### Mechanical

Level 1	Level 2	Level 3	Level 4
Entry Level Position	To gain level 2, level 1 & 2 criteria must be completed in full.	To gain level 3, level 3 criteria must be completed in full.	To gain level 4, level 4 criteria must be completed in full.
<b>All compulsory</b>	<b>Level 2 Compulsory Criteria.</b>	<b>Level 3 Compulsory Criteria.</b>	<b>Level 4 Compulsory Criteria.</b>
Forklift licence.	Hold 1 trade certificate or 1 tradesperson rights certificate in a relevant mechanical trade.	Holds a current Restricted Electrical Ticket <b>and</b> or have demonstrated understanding of the five (5) of the eight (8) areas of the factory within their trade (e.g., Process, Fresh Fill, ESL, Blowmould, Engine Room, UHT, Waste Treatment Plant, & Juice).	Holds <b>two (2)</b> trade certificates or tradesperson rights certificates.
HR Truck Licence.	Demonstrate a basic understanding of GMP (Good Manufacturing	Operate lifting equipment incidental to their work.	Complete advanced level training on key equipment, processing,

	Practices) & HACCP (Hazard Analysis & Critical Control Points).		filling, or packaging and utilise these skills for 80% in routine daily tasks.
Car Licence.	Basic machining skills, turning, milling and fabrication.	Demonstrate a basic understanding of compressed air, steam, and refrigeration principles.	Minimum 5 years' experience working in Lactalis or comparable dairy or FMCG plant.
Conform to Harvey Fresh hygiene, food safety requirements and dress standards.	Experience in manufacturing maintenance.	Able to complete Preventative Maintenance on all Lactalis critical equipment including but not limited to: (a) UHT Pasteuriser (b) Separator (c) Carton Filler (d) Bottle Filler (e) Bag Filler (f) Caser (Crate) (g) Caser (Carton) (h) Palletiser (i) Homogeniser Process Valves	PLC programming and fault finding.
Demonstrate understanding of Health and Safety Hazards and Control.	Demonstrate understanding of preventative maintenance and fault finding.	Able to exercise the skills and knowledge of their trade so as to enable the employee to perform the work within the scope of this level.	Perform work autonomously and complete the required work to the required standard either individually or within a team environment.
Maintain work area to meet housekeeping/5S standards.	Limited supervision required.	Able to execute tasks using the SAP Preventative maintenance system.	Exercises discretion within the scope of position under Level 4.
Understand and utilise basic statistical process control procedures.	Perform non-trade tasks incidental to their work provided they are adequately trained and competent to undertake the work'.	Exercises discretion within the scope of position under Level 3.	
Understand and undertake basic quality control/assurance procedures.	Able to inspect products and/or materials for conformity with established operational		

	standards.		
Follows WorkSafe practices and can report workplace hazards.	Understand and apply quality control techniques.		
Clean equipment.	Perform work which while primarily involving the skills of the employee's trade is incidental or peripheral to the primary task and facilitates the completion of the whole task, provided that such incidental or peripheral work does not require additional formal technical training;		
	Exercise good interpersonal and communications skills		
Take corrective action in response to out of specification product.	Take correction action in response to out of specification product.		

### Electrical

Entry Level Position	To gain level 2, level 1 & 2 criteria must be completed in full.	To gain level 3, level 3 criteria must be completed in full.	To gain level 4, level 4 criteria must be completed in full.
<b>All compulsory</b>	<b>Level 2 Compulsory Criteria.</b>	<b>Level 3 Compulsory Criteria.</b>	<b>Level 4 Compulsory Criteria.</b>
Forklift licence.	Hold 1 Electrical trade certificate or 1 Electrical tradesperson rights certificate.	Holds a current Contractors Licence <b>and</b> or have demonstrated understanding of the five (5) of the eight (8) areas of the factory within their trade (e.g., Process, Fresh Fill, ESL, Blowmould, Engine Room, UHT, Waste Treatment Plant, & Juice).	Holds <b>two (2)</b> trade certificates or tradesperson rights certificates.
HR Truck licence.	Demonstrate a basic understanding of GMP (Good Manufacturing Practices) & HACCP (Hazard Analysis & Critical Control Points).	Operate lifting equipment incidental to their work.	PLC programming and fault finding.
Car Licence.	Demonstrate understanding of	Demonstrate a basic understanding of	Perform work autonomously and

	preventative maintenance and fault finding.	compressed air, steam, and refrigeration principles.	complete the required work to the required standard either individually or within a team environment.
Basic mechanical trade skills.	Limited supervision required.	Able to complete Electrical PMs on all Lactalis critical equipment including but not limited to: <ol style="list-style-type: none"> <li>1. UHT Pasteuriser</li> <li>2. Caser (Crate)</li> <li>3. Separator</li> <li>4. Caser (Carton)</li> <li>5. Carton Filler</li> <li>6. Palletiser</li> <li>7. Bag Filler</li> <li>8. Homogeniser</li> <li>9. Bottle Filler</li> <li>10. Process Valves</li> </ol>	Trained in Citec, able to modify and program Citec system.
Conform to Harvey Fresh hygiene, food safety requirements and dress standards.	Perform non-trade tasks incidental to their work.	Understand and apply quality control techniques.	Complete advanced level training on key equipment, processing, filling, or packaging and utilise these skills for 80% in routine daily tasks.
Demonstrate understanding of Health and Safety Hazards and Control.	Able to inspect products and/or materials for conformity with established operational standards.	Competent in skills required including (but not limited to), remove, install, and replace and calibrate plant instrumentation.	Minimum 5 years' experience working in Lactalis or comparable dairy or FMCG plant.
Maintain work area to meet housekeeping/5S standards.		Works on complex or intricate circuitry that involves examining, diagnosing, and modifying systems comprising interconnected circuits.	Qualification in instrumentation and minimum 12 months experience in instrumentation work i.e. testing, repairing, installation and design.
Understand and utilise basic statistical process control procedures.		Perform work which while primarily involving the skills of the employee's trade is incidental or peripheral to the primary task and facilitates the completion of the whole task, provided that such incidental or peripheral work does not require additional formal technical training;	
Understand and		Exercise good	

undertake basic quality control/assurance procedures.		interpersonal and communications skills	
Follows WorkSafe practices and can report workplace hazards.		Exercises discretion within the scope of position under Level 3.	
Clean equipment.		Take correction action in response to out of specification product.	
Take corrective action in response to out of specification product.			

**Progression Criteria:**

To attain a specific classification level, an Employee must demonstrate alignment with the criteria designated for that level. The recommendation for the appropriate classification level will be provided by the team leader upon completion of an assessment and approval from the Lactalis Site Manager or WA Logistics Manager. The Employee retains the right to contest the assessment results through the dispute resolution process outlined below.

**Step 1:** A discussion between the Employee (and if relevant, their representative) and the Team Leader to address the assessment findings.

**Step 2:** If no consensus is reached, the Employee (and relevant representative, if relevant) will meet with the relevant Department Manager to present their perspective and seek a review of the decision.

**Step 3:** Should disagreement persist, the Site Manager/WA Logistics Manager will make a final determination after hearing from both the Employee (and their representative, if applicable) and the Department Manager. In cases where necessary, the Site Manager may seek guidance from a third party with relevant assessment expertise to ensure fairness in the decision-making process.

**Classification Amendments – Rules of Engagement.**

The management of the Harvey Fresh classification structure will be entrusted to the Joint Consultative Committee (JCC), comprising an equitable distribution of representatives from both the operational workforce and management tiers, thereby ensuring comprehensive coverage across all essential sectors of the business.

The JCC shall convene bi-monthly, however, due to varying rosters, it is expected that not all JCC members will be able to attend all meetings. If there is not a balanced quorum the meeting will be re-scheduled. The primary objective of addressing the essential requisites of the business. Additionally, the JCC will conduct periodic reviews of the classification structure to verify its continued alignment with the evolving needs and priorities of the organisation.

**APPLICATION FOR TRAINING OR LEVEL REVIEW:**

Every staff member has the opportunity to participate and complete an Application for Training or Level Review, designed to optimize their ability to acquire and enhance suitable skills and competencies, aligning with the requirements of the business. Employees interested in acquiring or assessing skills stipulated in the Classification Structure should:

1. Consult their Coordinator regarding their training requirements.

2. Complete an Application for Training or Level Review, subject to approval by the coordinator and the pertinent Departmental manager, taking into consideration business needs and feedback from the Employee Feedback Program.
3. Upon approval, submit the Application for Training or Level Review to the Departmental manager.
4. In case of declined training requests, the employee will receive a written explanation detailing the reasons for the decision within a reasonable timeframe.

Participation in the training program is contingent upon obtaining satisfactory results in the Employee Feedback Program.

#### Transitions Between Classification Levels and Pay Grades:

Advancement across Classification bands will be contingent upon the attainment of specified competencies delineated in the Classification framework. An employee will be deemed proficient in a skill once assessed as competent according to the pertinent Work Instruction(s) by the Coordinator/Manager. Employees identified as Not Yet Competent may undergo reevaluation following additional training at a later date.

It is reasonably expected that employees uphold relevant competencies and perform at the level corresponding to their classification.



## HARVEY FRESH OPERATIONS APPLICATION FOR TRAINING OR LEVEL REVIEW

Name:.....

Department: ..... Site: .....

Date Application Lodged:	
Application lodged by Company or Employee:	
Employee Sign:	
Coordinator / Manager Sign:	

Current Level		Goal Level	
Date current level attained		Weeks of training	
Date of last training request		Est. Date of completion	

**Skills Training**

**Details of Skills Training:**

**Applicable Skills Matrix to be attached to application:**

**Qualifications Training**

**Course:** .....

**Course Provider:** .....

**Course Dates:** ...../...../..... to ...../...../.....

**Employee Eligibility for Training / Level Progression Checklist (Manager to complete):**

Pre-Requisites	Yes	No
The training is required as per the training needs matrix for the area		
Successful rating in last Employee Feedback Program		
Skills / qualification training completed greater than 6 months ago		
<i>Where EFP not completed within last 12 months – manager to review disciplinary</i>		

<i>history and absenteeism records to provide feedback on approval – manager approved – Y/N</i>		
If all pre-requisites have been met, is there a position available?		

Is the application approved	Yes	No
Date of Approval/Rejection		
If No – Provide reasons:		

**Approved by Site Manager and/or WA Logistics Manager:**

\_\_\_\_\_ **Signature**

**Name**

\_\_\_\_\_ **Signature**

**Name**

**Forward this form to HR for appropriate action.**

<p>HR Department Use Only:</p> <p>Confirmed application received:</p> <p>HR Manager Name: _____</p> <p>HR Manager Sign: _____</p> <p>Photocopy: 1. Employee 2. JCC 3. Payroll (for SAP filing)</p>
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**PART G – SIGNATURES**

**DATED 22 DAY OF July 2024**

Signed for and on behalf of Harvey Fresh (1994) Ltd:

  
Signature of Employer Representative

STEPHEN ITALIANO  
Name of Employer Representative

SITE MANAGER  
Position Held

LOT 4 THIRD STREET  
Address HARVEY, WA 6220

in the presence of:

  
Signature of Witness

Kristy Golding  
Name of Witness

Head of HR - Beverages & Milk  
Position Held

37 Dalmore Drive, Scoresby VIC 3179  
Address

Signed for and on behalf of the United Workers Union ("UWU"):

  
Signature of Representative

Mel Gatfield  
Name of Representative

Director  
Position Held

37 Greek St, Glebe NSW 2037  
Address

in the presence of:

  
Signature of Witness

Jenny Burgoyne  
Name of Witness

Paralegal  
Position Held

833 Bourke St, Docklands Vic 3008  
Address


Signed for and on behalf of the Automotive, Food, Metals, Engineering, Printing & Kindred Industries Union ("AMWU"):

  
Signature of Representative

Steve McCartney  
Name of Representative  
W.A. State Secretary

Position Held  
121 Royal Street, East Perth WA 6004  
Address

in the presence of:

  
Signature of Witness

Jen Pearse  
Name of Witness


Officer  
Position Held

121 Royal Street, East Perth WA 6004  
Address

Signed for and on behalf of the Communication, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia - Electrical Division, Western Australia Branch "(CEPU)":

  
\_\_\_\_\_  
Signature of Representative

Peter Carter  
Name of Representative  
WA Branch Secretary  
Position Held  
3 Focal Way, Bayswater 6053  
Address

in the presence of:  
  
\_\_\_\_\_  
Signature of Witness

Kim Stewart  
Name of Witness  
Certified Practising Accountant  
Position Held  
3 Focal Way, Bayswater 6053  
Address

Signed for and on behalf of the Employee Representative - Dairy:

Not Applicable

\_\_\_\_\_  
Signature of Representative

\_\_\_\_\_  
Name of Representative

\_\_\_\_\_  
Position Held

\_\_\_\_\_  
Address

in the presence of:

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Position Held

\_\_\_\_\_  
Address

Signed for and on behalf of the Employee Representative - Juice:

  
\_\_\_\_\_  
Signature of Representative

KEVIN BOSTELMAN  
Name of Representative

CRUSHING OPERATOR  
Position Held

1 IETTO WAY HARVEY 6220  
Address

in the presence of:  
  
\_\_\_\_\_  
Signature of Witness

STEPHEN MALIANO  
Name of Witness

SITE MANAGER  
Position Held

LOT 4 THIRD STREET HARVEY, WA 6220  
Address

PART H – SCHEDULES

Schedule 1 – Wage Rates

LACTALIS AUSTRALIA - HARVEY FRESH ENTERPRISE AGREEMENT 2024						
Classification	Level	SAP Type	SAP Area	Opening	Increase:	5.7%
					Effective:	30/04/2024
					Minimum Hourly Rate	Minimum Hourly Rate
Production & Logistics	LEVEL 1	HV	HV	\$24.5603	\$25.9602	\$27.1284
	LEVEL 2	HV	HV	\$25.2620	\$26.7019	\$27.9035
	LEVEL 3A	HV	HV	\$26.5225	\$28.0343	\$29.2958
	LEVEL 3B	HV	HV	\$27.5237	\$29.0925	\$30.4017
	LEVEL 4A	HV	HV	\$28.4831	\$30.1066	\$31.4614
	LEVEL 4B	HV	HV	\$29.8395	\$31.5404	\$32.9597
	LEVEL 4C	HV	HV	\$30.5175	\$32.2570	\$33.7085
	LEVEL 5A	HV	HV	\$31.1957	\$32.9738	\$34.4576
	LEVEL 5B	HV	HV	\$32.8046	\$34.6744	\$36.2348
	LEVEL 5C	HV	HV	\$34.8003	\$36.7839	\$38.4392
	LEVEL 6A	HV	HV	\$36.6210	\$38.7084	\$40.4503
	LEVEL 6B	HV	HV	\$38.0433	\$40.2118	\$42.0213
LEVEL 6C	HV	HV	\$40.6901	\$43.0094	\$44.9449	
Laboratory	LAB 1	HV	HV	\$31.9882	\$33.8115	\$35.3330
	LAB 2	HV	HV	\$33.5877	\$35.5022	\$37.0998
Transport	TRANS 2	HV	HV	\$32.6708	\$34.5330	\$36.0870
Maintenance	MAINT 1	HV	HV	\$38.9269	\$41.1457	\$42.9972
	MAINT 2	HV	HV	\$48.6727	\$51.4471	\$53.7622
	MAINT 3	HV	HV	\$51.1065	\$54.0195	\$56.4504
	MAINT 4	HV	HV	\$56.2171	\$59.4214	\$62.0954

Schedule 2 Allowances

Allowance Description	EBA Rate CURRENT	30/04/2024	30/04/2025	Frequency
First Aid Allowance	\$ 21.05	\$ 22.25	\$ 23.25	Per Week
Electrical Licence Allowance	\$ 33.87	\$ 40.00	\$ 41.80	Per Week
Safety Committee Allowance	\$ 28.11	\$ 29.71	\$ 31.05	Per Instance
Leading Hand Allowance	15% of their earnings			Per Week
Tool Allowance	\$ 22.49	\$ 23.77	\$ 24.84	Per Week
Cool Room Allowance		\$2.50	\$2.61	Per Shift
Processing Room Hot Area Allowance		\$2.50	\$2.61	Per Shift
Joint Consultative Committee Meeting		\$25.00		Per Instance

