

**KYVALLEY DAIRY GROUP PTY
LTD (PRODUCTION AND
RELATED EMPLOYEES) &
UNITED WORKERS UNION
ENTERPRISE AGREEMENT
2024**

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2. PERIOD OF OPERATION

This Agreement shall operate from the first pay period to commence on or after 1st July 2024 and shall remain in force until 30th June 2026.

3. PARTIES BOUND OR COVERED BY THIS AGREEMENT

The parties bound or covered by this Agreement shall be:

- 3.1.1. Kyvalley Dairy Group Pty Ltd of 7 Slattery Rd Kyabram 3620, 608 664 937, (**“the Company”**);
- 3.1.2. All employees engaged to work in the Milk Processing Facility within the Laboratory, Processing, Packing and Logistics departments.
- 3.1.3. all employees whether members of the United Workers Union or not whose employment is, at any time when the Agreement is in operation, subject to this Agreement (**“the employees”**); and
- 3.1.4. the United Workers Union (**“the Union”**), 833 Bourke Street, Docklands Victoria 3008.

4. DEFINITIONS

- 4.1. ‘Base Rate of Pay’ means the rate of pay payable to an employee for ordinary hours worked but not including any of the following;
 - Incentive based payments and bonuses
 - Loadings
 - Monetary allowances
 - Overtime or penalty rates
 - Any other separately identified amounts
- 4.2. ‘Casual Employee’ means a casual employee as defined in clause 12 of this agreement.
- 4.3. ‘Continuous shift work’ means work carried on with consecutive shifts of employees throughout the 24 hours of at least six consecutive days without interruption, except for breakdowns or meal breaks or due to unavoidable causes beyond the control of the company.
- 4.4. ‘Company’ means Kyvalley Dairy Group Pty Ltd of 7 Slattery Road Kyabram Vic 3620.

- 4.5. 'Employee' means a person employed by the company to perform production, logistics and laboratory operational duties under this agreement, as either a full time, part time or casual employee.
- 4.6. 'Full Time Employee' means an employee as defined in clause 9 of this agreement.
- 4.7. 'Immediate family member' means either a spouse, de facto partner, child, parent, grandparent, grandchild, or sibling of the employee, or child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee. (Refer to clauses 31, 33 and 34 of this agreement)
- 4.8. 'Irregular casual employee' means a casual employee who has been engaged to perform work on an occasional or non-systematic or irregular basis.
- 4.9. 'National Employment Standards' means the national standards, referred to in sections 59 – 125 of the Fair Work Act 2009.
- 4.10. 'Part Time Employee' means a part time employee as defined in clause 10 of this agreement.
- 4.11. 'Relevant Award' means the Food, Beverage and Tobacco Manufacturing Award 2020.

5. OBJECTIVES OF THE AGREEMENT

- 5.1. To provide flexible and family friendly terms and conditions of employment that is fair, reasonable, rewarding and challenging.
- 5.2. To advance the performance, productivity, efficiency and profitability of the business by providing high quality, effective, efficient and reliable production and processing practices.
- 5.3. To achieve best practice and maximise multi skilling in the production operations of the business by providing relevant training opportunities as required.
- 5.4. To ensure the high quality and safety standards of the dairy industry are met.
- 5.5. To be able to respond flexibly and dynamically to the challenges of change in the dairy industry.
- 5.6. To foster a team culture based on reliability, trust, respect, mutual support and co-operation.
- 5.7. To provide as far as possible, stable ongoing employment for employees.
- 5.8. To promote a safe and healthy workplace.
- 5.9. To resolve any workplace grievance or dispute, in a fair, prompt, amicable and consultative manner.

6. NAME OF AGREEMENT

- 6.1.** This agreement shall be known as the Kyvalley Dairy Group Pty Ltd (Production and Related Employees) & United Workers Union Enterprise Agreement 2024.

7. COVERAGE OF THE AGREEMENT

- 7.1.** The agreement shall apply to all production, logistics and laboratory duties performed by employees, who are covered under the relevant award as defined in clause 4.11 of this agreement.
- 7.2.** This Agreement incorporates the terms of the Food, Beverage and Tobacco Manufacturing Award 2020 (the Award) as varied from time to time and covers all the terms and conditions of employment of employees. In interpreting and applying this Agreement the following will also be given consideration:
- (i)** the Fair Work Act 2009, particularly the National Employment Standards and other such laws and regulations that are binding at any time on the Company; and
 - (ii)** those workplace policies and procedures of the Company, applicable to employees, that are in place from time to time.
- 7.3.** Where any inconsistency may arise between a term or terms of this agreement and the National Employment Standards and the relevant award, the most beneficial term or terms to the employees shall apply.
- 7.4.** This Agreement will be read and interpreted in conjunction with the NES provided that where there is any inconsistency between this Agreement and the NES, the more beneficial provision to a Team Member will apply.

8. TERMS OF ENGAGEMENT

- 8.1.** Employees covered by this agreement may be engaged as full time, part time, fixed term or casual employees.
- 8.2.** Employees covered by this agreement, will undertake a range of duties as directed, consistent with the skills and duties of production and related employees under the classification structure of this Agreement.

9. FULL TIME EMPLOYMENT

- 9.1.** A full time employee is a person engaged to work an average of 38 hours a week and who is not specifically engaged as a part time or casual employee.
- 9.2.** A full time employee is entitled to all the terms and conditions of employment of this Agreement and the relevant award.

10. PART TIME EMPLOYMENT

- 10.1.** A part time employee may be engaged to work on a part time basis, involving a regular pattern of less than 38 ordinary hours per week.
- 10.2.** A part time employee will be engaged for a minimum of three consecutive hours a shift.
- 10.3.** However, in order to meet their personal circumstances, a part time employee, may request and the company may agree to an engagement for less than the minimum of three hours.
- 10.4.** Before commencing part time employment, the employee and company will agree in writing on the hours to be worked by the employee, the days on which they will be worked, the commencing and finishing times for the work and the classifications applying to the work to be performed.
- 10.5.** The terms of the part time arrangement and any variation/s are to be kept by the company and a copy provided to the employee.
- 10.6.** The terms of this Agreement and the relevant award will apply pro rata to part time employees on the basis that ordinary weekly hours for full time employees are 38 hours.
- 10.7.** The agreed arrangement may be varied at any time by the company and employee and are to be set out in writing.
- 10.8.** A part time employee required by the company to work in excess of the agreed hours of work, will be entitled to be the overtime rate of pay in accordance with clause 24.11 or, by agreement with the company, take time off in lieu, in accordance with clause 24.11 of this Agreement and the relevant award.
- 10.9.** Where the part time employee's normal paid hours fall on a public holiday, prescribed in the National Employment Standards (NES) and work is not performed by the employee, the employee will not lose pay for the day.
- 10.10.** Where the part time employee works on a public holiday, the employee will be entitled to penalty rates, which may be taken as time off in lieu, by agreement.
- 10.11.** Where the part time hours of an employee do not fall on the day of the week a public holiday occurs, the part time employee is not entitled to the payment.

11. FIXED TERM ENGAGEMENT

- 11.1.** Based on operational requirements, the company from time to time may elect to engage persons for a specified period of time or task. Fixed-term

agreement employees are persons employed by the company with an agreed expiry date or for a specified task.

- 11.2.** A fixed-term employee ceases to be an employee on the expiry date or upon the conclusion of the specified task as outlined in the fixed-term agreement. The engagement may be otherwise terminated during the term of the employment in accordance with the notice provisions applicable in clause 46 of this agreement. If the employee's employment is terminated during the term of the Agreement, the employee will not be paid for the remainder of the Agreement. Failure to offer an extension of the agreement is not considered to be an unfair dismissal.
- 11.3.** Fixed term employees may work on a full-time or part-time hour's basis and as such their hours of work are as prescribed in the relevant full-time or part-time hours provisions in this Agreement. The provisions of this Agreement shall apply to Fixed Term employees with the exception of the Casual Engagement clause and the Redundancy Provisions.
- 11.4.** The company will notify the employee (2) weeks prior to the conclusion of a period of fixed term employment whether further employment will be offered.
- 11.5.** Fixed term employment contracts will have a minimum duration of 2 months and a maximum duration of 12 months. An exception to this is unless they are engaged to cover a person who is off work for more than 12 months on approved leave (Maternity / Paternity / Long Service Leave / Long Term Illness). Employees will be notified of this situation prior to the start of their fixed term engagement.
- 11.6.** In conjunction with the adoption of the flexible roster system, the company commits to only offering one fixed term contract per specified period of time or task before permanent full time or permanent part time employment is offered if the work is available.
- 11.7.** The company commits to ensuring the practise of using rolling contract extensions ceases.

12. CASUAL EMPLOYMENT

- 12.1.** A casual employee is one engaged and paid as such. A casual employee for working ordinary time must be paid an hourly rate calculated on the basis of 1/38th of the weekly wage prescribed in clause 17.1 for the work being performed plus a casual loading of 25%. The loading constitutes part of the casual employee's all-purpose rate.
- 12.2.** On each occasion a casual is required to attend work, a casual will be paid for a minimum of four hours work.
- 12.3.** However, in order to meet their personal circumstances, a casual employee may request, and the company may agree, to an engagement for less than the minimum of four hours.
- 12.4.** A casual employee will be notified of the likely number of hours required for each engagement, the classification level and rate of pay.

- 12.5.** In order to enhance job security, it is an objective of this Agreement to maximise the use of permanent employment at the enterprise. Casual workers, whether directly engaged by the Company or not, who are employed on a regular basis for a period of longer than six months will be offered permanent employment.
- 12.6.** Casual employees, whether directly engaged by the Company or not, may be engaged for longer than six months on a casual basis, but only in the following circumstances:
- (a) to cover an employee on Parental Leave; or
 - (b) long term leave due to illness or injury.
- 12.7.** The Company agrees that it shall not dismiss any casual employee in order to avoid the rights of those employees under this clause. Further, it will not take any action (directly or indirectly) in relation to indirectly engaged employees that would seek to avoid compliance with the terms of the clause.
- 12.8.** A casual employee does not have access to any of the following entitlements under the relevant award and this agreement:

Clause 29	Annual Leave
Clause 31	Paid Personal/Carer's Leave
Clause 32	Paid Mental Health Leave
Clause 33	Paid Compassionate Leave
Clause 34	Paid Parental Leave
Clause 37	Payment for public holidays not worked
Clause 47	Notice of Termination
Clause 48	Redundancy Pay

12.9. Supplementary labour (labour hire)

1. The Company agrees that work that is performed by persons who are not directly employed by the Company and that would otherwise be covered by this Agreement will only be accepted by the Company if those persons who perform the work receive wages and conditions that are no less favourable than that provided for in this Agreement.
2. Where the Company makes a definite decision that it intends to engage labour hire companies to perform work covered by the Agreement, the Company will consult with the employees and the Union prior to engaging a Labour Hire Provider or a new Labour Hire Provider as the case may be. For the purpose of the consultation, the Company must inform the employees and their representatives of:
 - (A) The name of the proposed labour hire company;

- (B) The type of work proposed to be given to the labour hire company;
 - (C) The number of persons and qualifications of the persons the proposed labour hire company may engage to perform the work;
 - (D) The likely duration of engagement of the labour hire employees;
and
 - (E) Inductions and facilities for labour hire employees.
3. Consultation will commence as soon as reasonably practicable prior to the commencement of the work by the contractors / labour hire employees.
 4. If any concerns are raised about the Labour Hire Provider during the life of the Agreement, the Company, employees and the Union will confer with the aim of resolving these concerns, including reviewing the engagement of the Labour Hire Provider.
 5. No employee shall be made redundant whilst labour hire employees, contractors and/or employees of contractors, engaged by the Company, are performing work that is or has been performed by the Employees on the particular site or project.

13. OTHER RELATED EMPLOYMENT DUTIES

- 13.1. Employees shall undertake duties and use any tools and equipment as required that are within the limits of their skill, competence and training, including duties that are incidental, ancillary or peripheral, to their main task/s.
- 13.2. Employees are required to abide by all lawful directions of management and company policies and procedures in place from time to time and to work in a flexible manner, to service production and related requirements.
- 13.3. Employees are required to be ready, willing and available to perform the full range of duties consistent with the terms of this agreement.
- 13.4. Employees are required to ensure quality, accuracy and reliability in the completion of job tasks.
- 13.5. Employees are required to follow safe operating work practices and procedures as instructed and to safeguard themselves, the public and other employees at all times.
- 13.6. Employees are required to present for work in a clean and well-groomed manner.
- 13.7. Employees are required to treat other employees, customers, and suppliers with due courtesy and respect at all times.

14. COMPANY OBLIGATIONS

- 14.1.** The company will provide fair, competitive and safe working conditions for its employees.
- 14.2.** The company will abide by all relevant and binding laws, relating to the workplace and employee entitlements.
- 14.3.** The company will provide appropriate ongoing training for production and processing staff as required.
- 14.4.** The company will provide a safe workplace and enforce safety rules, in order to maintain a healthy workplace.
- 14.5.** The company will take ongoing measures to promote a workplace that is free of all forms of discrimination.
- 14.6.** The company will provide properly maintained tools and equipment as required by employees, to effectively and safely perform their full range of duties.

15. ANTI DISCRIMINATION

- 15.1.** Employees shall have the right to a productive, harassment free work environment that enables full and effective participation in the operations of the company.
- 15.2.** The company and employees agree that any form of discrimination based on gender, sexual preference, age, marital status, race, political or religious beliefs, family responsibilities, union activity or other related areas, is unlawful and will not be tolerated in the workplace.
- 15.3.** The company and staff are required to avoid any forms of discrimination that are contrary to:
 - Equal Opportunity Act 1995 (Vic)
 - Age Discrimination Act 2004 (Federal)
 - Racial Discrimination Act 1975 (Federal)
 - Disability Discrimination Act 1992 (Federal)
 - Sex Discrimination Act 1984 (Federal)
 - Australian Human Rights Commission Act 1986
- 15.4.** Any new act replacing any of the abovementioned acts will also apply.

16. CONSULTATION REGARDING WORKPLACE CHANGE AND CHANGES IN HOURS OF WORK

Consultation about major workplace change

16.1. Company's duty to consult in good faith

1. Where the Company is considering major workplace changes that are likely to have a significant effect on employees, the Company must consult in good faith with the Union, employees who may be affected and any nominated employee representative, prior to making a final decision.
2. As soon as a final decision has been made, the Company must notify the Union and the employees affected, and any nominated employee representatives, in writing, and explain the effects of the decision.
3. In this clause:
 - (a) **Consult in good faith** includes obligations to meet, disclose relevant information including the nature of such considered changes and the expected effects of such changes, genuinely consider proposals to avert or mitigate the adverse effects of any changes on employees and promptly respond with reasons, and to refrain from capricious or unfair conduct that undermines consultation.
 - (b) **Major workplace changes** include termination of employment and the restructuring or transfer of jobs, changes to the hours of work, location or duties of employees' work, changes to the composition, operation, size or skill-set of the workforce, the elimination or diminution of job opportunities, promotion opportunities or job tenure, and changes to the legal or operational structure of the Company or business.

16.2. Consultation about changes to hours of work and regular rosters

1. The employer is required to consult the employees to whom the Agreement applies about a change to their regular roster or ordinary hours of work.
2. The employees may appoint a representative for the purposes of that consultation.
3. For a change to the employees' regular roster or ordinary hours of work, the employer is required to:
 - (a) provide information to the employees about the change; and
 - (b) invite the employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and

(c) Consider any views given by the employees about the impact of the change.

(d) The company commits that during this agreement, roster changes will only occur with mutual agreement by effected employees and no current employee who works set day or set night shift will be made to rotate unless mutually agreed

17. RATES OF PAY AND ALLOWANCES

17.1. Employees will be paid an hourly rate of pay appropriate to their classification level, which shall be determined by assessing an employee's skills, experience and/or certification against the following criteria.

17.2. Existing pay rates will be maintained until further varied. Wage rates for employees will be as detailed in the tables at clause 18.1 of the Agreement

17.3. Position descriptions will be developed for applicable Agreement classification levels and employee skills and experience assessed according to these levels.

17.4. Weekend penalties, public holiday rates and any applicable allowances, where appropriate are payable as prescribed in this Agreement and the relevant award.

17.5. The following allowances where applicable shall apply to employees.

17.6. First Aid Allowance

1. An employee who has been trained to render first aid and who is the current holder of an appropriate first aid qualification from a recognised body will be paid \$20.54 per week extra if appointed by the company to perform first aid duty. This is to be linked to Schedule 5 in the Award.

17.7. Meal Allowance

1. An employee is to be paid a meal allowance of \$17.92, on each occasion the employee is required to work overtime, immediately after the completion of ordinary hours on a day or shift and the period of overtime is to be more than one and a half hours. This is to be linked to Schedule 5 in the Award.

2. An employee before commencing more than 1.5 hours overtime is entitled to a rest break of 20 minutes to be paid at the employee's overtime rates.

3. The company is not required to pay the meal allowance in the following circumstances

(a) If the employee is a day worker and was notified no later than the previous day that they would be required to work such overtime.

(b) If the employee is a shift worker and was notified no later than the previous day, or previous rostered shift that they would be required to work such overtime.

- (c) If the employee is provided with an adequate meal by the company.

17.8 Higher Duties

a)

1. When an employee acts as a team leader, they will receive a team leader allowance of 5% of their relevant hourly rate (inclusive of penalties and loadings) extra per hour of work.
2. When an employee relieves a supervisor, they will receive a Supervisor allowance of 10% of their relevant hourly rate (inclusive of penalties and loadings) extra per hour of work.
3. The Team Leader and Supervisor Allowances are only paid on hours worked in the role; the allowance is not paid on leave and is only paid on overtime if the overtime is in the team leader or supervisor role.

b) All other roles

An employee engaged for more than two hours during one day or shift on duties carrying a higher minimum wage than their ordinary classification must be paid the higher minimum wage for such day or shift. If engaged for two hours or less for one day or shift, they must be paid the higher minimum wage for the time so worked.

17.9 Extreme Temperature Allowance

17.9.1 Cold places

An employee who works for more than one hour in places where the temperature is reduced by artificial means below 0 degrees Celsius must be paid 2.8% of the standard rate per hour extra. In addition, where the work continues for more than two hours, the employee is entitled to 20 minutes' rest after every two hours' work without loss of pay.

17.9.2 Hot places

(i) An employee who works for more than one hour in the shade in places where the temperature is raised by artificial means must be paid: Temperature Amount of the standard rate Between 46 and 54 degrees Celsius 2.9% per hour extra In excess of 54 degrees Celsius 3.8% per hour extra

(ii) In addition, where work continues for more than two hours in temperatures exceeding 54 degrees Celsius, the employee is entitled to 20 minutes' rest after every two hours work without loss of pay.

(iii) The temperature is to be determined by the supervisor after consultation with the employee who claims the extra rate.

17.10 Forklift Allowance

1. The forklift allowance is 2.5% of an employee's relevant hourly rate (inclusive of penalties and loadings) extra per hour of work. If an employee is entitled to the forklift allowance, it is paid on all hours of work.
2. All employees employed as logistics operators receive the forklift allowance for all work hours, even if they are not operating a forklift 50% or more of their shift.

3. Any role other than logistics operator can receive the forklift allowance if it is assessed that the role requires an employee/s to work 50% or more of their shift operating a forklift.
 - a. Any role can be assessed for the allowance upon request if an employee or the union believe that the role meets the 50% requirement.
 - b. Assessment will involve the union, relevant employees, and management.
 - c. Assessment will occur within a reasonable timeframe of the request.
4. The calculation of 50% or more of a shift excludes breaks. E.g. for an 8-hour shift with 1 hour of breaks, 3.5 hours is 50% of the shift.

18. WAGE INCREASES

18.1 The wage rates of employees will increase by 4.5% effective from the first full pay period on or after the 1st July 2024 and are specified in the tables below.

Further increases of 4.5% from the first full pay period on or after the 1st of July 2025 is also specified in the tables below.

Effective first full pay period on or after 1st of July 2024 - 30 June 2025						
Role		Current Rate	Current Hourly Rate	Increase	Weekly Rate	Hourly Rate
L3	L3 – Processing and Laboratory	\$ 1,263.66	\$ 33.25	4.5%	\$ 1,320.52	\$ 34.75
L2+	L2+ – Processing, Laboratory, Packing and Logistics	\$ 1,186.74	\$ 31.23	4.5%	\$ 1,240.14	\$ 32.64
L2	L2– Processing, Laboratory, Packing and Logistics	\$ 1,056.00	\$ 27.79	4.5%	\$ 1,103.52	\$ 29.04
L1+	L1+ – Packing and Logistics	\$ 995.14	\$ 26.19	4.5%	\$ 1,039.92	\$ 27.37
L1	L1 – Processing, Laboratory, Packing and Logistics	\$ 955.66	\$ 25.15	4.5%	\$ 998.66	\$ 26.28
PPP	PPP– Processing, Laboratory, Packing and Logistics	\$ 893.00	\$ 23.50	4.5%	\$ 933.19	\$ 24.56
Effective first full pay period on or after 1st July 2025 - 30 June 2026						
Role		Current Rate	Current Hourly Rate	Increase	Weekly Rate	Hourly Rate
L3	L3 – Processing and Laboratory	\$ 1,320.52	\$ 34.75	4.5%	\$ 1,379.95	\$ 36.31
L2+	L2+ – Processing, Laboratory, Packing and Logistics	\$ 1,240.14	\$ 32.64	4.5%	\$ 1,295.95	\$ 34.10
L2	L2– Processing, Laboratory, Packing and Logistics	\$ 1,103.52	\$ 29.04	4.5%	\$ 1,153.18	\$ 30.35
L1+	L1+ – Packing and Logistics	\$ 1,039.92	\$ 27.37	4.5%	\$ 1,086.72	\$ 28.60
L1	L1 – Processing, Laboratory, Packing and Logistics	\$ 998.66	\$ 26.28	4.5%	\$ 1,043.60	\$ 27.46
PPP	PPP– Processing, Laboratory, Packing and Logistics	\$ 933.19	\$ 24.56	4.5%	\$ 975.18	\$ 25.66

19. CLASSIFICATION STRUCTURE

- 19.1.** For the purposes of classifying manufacturing, logistics and laboratory staff the company will apply the Classification Structure outlined in the Kyvalley Dairy Classification Matrix. (Appendix A).
- 19.2.** Multi-skilling recognises that competency and safety should be the main factors which determine how work is performed, and that employees are properly trained and qualified for the work tasks required of them.
- 19.3.** It is paramount that multi-skilling should not be used in any way which places at risk the health and safety of any employee. In particular no employee can perform any work which he/she is not legally qualified to perform.
- 19.4.** That when on the job training is being conducted that this is done through

various methods including but not limited to one on one, group and personalised training basis. These assessments will include i.e. basic skills - start up, etc., the employee must be competent before the trainee can work without the trainer. Training will be done via a number of methods with the use of Standard Operating Procedures, On the Job training and competency assessment conducted.

- 19.5. The parties acknowledge that a commitment to training and broader skill development will enhance the productivity, flexibility, efficiency and customer service of the company, and provide employees with greater job satisfaction and opportunity for advancement.
- 19.6. Kyvalley Dairy Group will pay for the licensing requirements for staff to operate forklifts and trucks upon successful completion. The business will also cover the renewal fees for licenses. Payment will be paid via reimbursement upon the presentation of receipt and licence.
- 19.7. An employee's designated classification is determined by those functions for which the employee has principally been engaged and trained.
- 19.8. In all cases employees will be paid at the appropriate classification level for the skills required to be utilised by the company.

19.9. PROMOTIONAL CRITERIA AND PAYMENT:

- 1. Progression between levels or across levels will be dependent on:
 - 19.9.1.1. Successfully assessed as competent by two people (Leading Hand and Competent Assessor) of the skill requirements against the assessment material for the vacant position, and
 - 19.9.1.2. On completion of any certification / training requirements of the position, and
 - 19.9.1.3. Progression through levels to be based on skills and experience, and not limited to circumstances where they employer considers the position to be vacant, and
 - 19.9.1.4. Ongoing satisfactory performance, attitude, flexibility and willingness of the employee in their current position.
- 2. Assessors would need to be signed off as competent on the highest level of the classification they are assessing.
- 3. Progression from Probation Level through to Level 1 is automatic, dependant on a successful skill assessment and completion of probation. Probation Level is for a maximum of 3 months. The company commits to completing these assessments as they fall due.
- 4. The company commits to making sure every employee has the relevant training booklet needed to facilitate multiskilling and the progression through classification levels. If the company fails to provide the relevant booklet in a reasonable timeframe then it deems it not necessary for an employee to progress to the next pay level.

5. Payment at a particular level will only occur on confirmation and appointment following the completion of all of the assessment criteria This classification structure will offer career path opportunities by offering lower level personnel the opportunity, including across other shifts and streams, training in higher level work , and by offering higher level vacancies to lower level personnel before advertising externally.
6. Management will review the classifications of every employee at an appropriate time during the probation period, annually and after substantive change in plant or process takes effect, i.e.: after the completion of a training or qualification package and make appropriate adjustments to reclassify employees as required.
7. If it is found that any employee no longer meets their current classification level during an annual review an individual discussion will take place to look at training requirements and the implementation of a training plan for correcting the classification as the work scope and requirements have evolved over time. During this process, the employee would stay on their current level and pay rate. If this process doesn't resolve the issue, normal counselling and dispute resolution provisions as per the EBA would be applied.
8. An operator may request a change in classification and role at a different and lower rate. If the company agrees, a new employment contract will be written up specifying the reduced rate and commencement date.
9. As designated by management an employee engaged for work at a higher rate must be paid the higher minimum wage for the time so worked.
10. The company commits to making available the relevant training courses required in the classification structure upon request from an employee as soon as reasonably practical.

20. PAYMENT OF WAGES

- 20.1. Wages for paid work will be paid on a fortnightly basis on the nominated pay day, by electronic funds transfer into the nominated financial institution of the employee.
- 20.2. The current nominated pay day is Thursday.
- 20.3. If a majority of employees covered by this Agreement resolve to take out a group income protection insurance policy, the Company will provide a payroll facility to deduct the relevant premium fortnightly and forward the monies to the insurance provider. The insurer that provides this cover and the actual insurance policy will be determined by majority endorsement of the employees covered by this Agreement.

1. Income protection insurance cover will be available under an insurance provider and policy nominated by the employees. It will be up to each individual employee to determine if they wish to be covered by this income protection insurance.
 2. The Company will deduct any amount authorised by each employee as a pre-tax sacrifice to be paid to the provider for income protection insurance.
 3. The Company will forward the amounts deducted/paid under sub-clause 20.3 to the insurance provider on a monthly basis.
 4. The Company will have no responsibility to administer claims made through the insurance provider or wages paid by the insurer.
 5. When employees receive income protection wage payments from the insurer they will not have deducted or be paid any Personal Leave credits they have with the company. For all other purposes, time in receipt of income protection payments will be recognised as employment service under this Agreement.
 6. Access to Income protection will mean the employee is on unpaid leave from the employer.
 7. Unless there is no realistic prospect (maximum 2 years) of an employee eventually being able to return to work, the employment of an employee, who is absent from his/her employment and in receipt of income protection insurance payments will not be terminated by the company.
- 20.4.** Kyvalley Dairy Group will provide a payroll deduction facility for employees' Union membership facilitated by a direct debit arrangement for the payment of employees' union fees.

21. SUPERANNUATION

- 21.1. The company will pay the legislative minimum superannuation guarantee contribution, into a superannuation fund nominated by individual employee/s.
- 21.2. Superannuation legislation including the Superannuation Guarantee (Administration) Act 1992, the Superannuation Guarantee (Charge) Act 1992, the Superannuation Industry (Supervision) Act 1993 and the Superannuation (Resolution of Complaints) Act 1993 deals with superannuation rights and obligations of the company and employees.

- 21.3.** Provided the superannuation fund is an eligible choice fund and is a fund that offers a MySuper product or is an exempt public sector scheme.

A Default Fund means the following Funds being eligible choice funds that offer a MySuper product:

22. AUSTRALIAN SUPER

- 22.1.** If a new employee does not choose their own superannuation fund, contributions will be made on their behalf to their stapled superannuation fund as notified to the Company by the ATO in accordance with the applicable legislation (**Stapled Fund**) if they have one. If a new employee does not have a Stapled Fund, contributions will be made on their behalf to Australian Super.
- 22.2.** An employee may authorise the company to divert a specified component of their pre-taxed ordinary time wage earnings, as an additional superannuation contribution, into their nominated superannuation fund, in accordance with Australian taxation laws.
- 22.3.** Superannuation contributions are payable whilst an employee is on any paid leave, or the employee is receiving workers compensation payments for a work related injury, or illness, for the period of the absence from work, as prescribed in the relevant legislation or award.

23. USE OF PERSONAL VEHICLE

- 23.1.** Where an employee is either required or expected to use their own vehicle to attend specific business of the company as directed, the employee shall be paid a kilometre allowance in accordance with the relevant award. Proof of reasonable travel distance is to be provided to the company.

24. ORDINARY HOURS OF WORK AND ROSTERING

- 24.1.** Hours of work will be performed to suit the production needs of the company as prescribed by this Agreement and the relevant award.
- 24.2.** The ordinary hours of work for day workers are an average of 38 hours per week but not exceeding 152 hours in 28 days.
- 24.3.** The ordinary hours of work may be worked on any day or all of the days of the week, Monday to Friday.
- 24.4.** The ordinary hours of work are to be worked continuously, except for meal breaks, at the discretion of the company between 6.00am and 6.00pm. The spread of hours (6.00am to 6.00pm) may be altered by up to one hour at either end of the spread, by agreement between the company and the majority of employees concerned.
- 24.5.** The ordinary hours of work for shift workers are an average of 38 hours per week but not exceeding 228 hours in 42 days.

- 24.6. Any work performed outside the spread of hours must be paid for at overtime rates. However, any work performed by an employee prior to the spread of hours which is continuous with ordinary hours for the purpose, for example, of getting the plant in a state of readiness for production work is to be regarded as part of the 38 ordinary hours of work.
- 24.7. Shift rosters for the following week will be posted no later than Wednesday each week.
- 24.8. A rolling one month projected roster will be implemented.
- 24.9. The company and employee/s by agreement may alter the time for working normal and usual hours, to suit specific work requirements.

24.10. Call Back

- 1. An employee recalled to work, after completing a shift, whether notified before or after leaving the company premises, will be paid a minimum of four hours for the call back at the rate of time and a half for the first three hours and double time thereafter.

24.11. Working of Additional Hours for all Employees

- 1. An employee may be requested by the company to work reasonable additional hours.
- 2. Section 62 (3) of the Fair Work Act 2009 outlines the criteria to be considered in determining whether a request to work additional hours is either reasonable or unreasonable.
- 3. Any dispute relating to this matter shall be determined in accordance with clause 56 of this agreement.
- 4. For all work performed outside ordinary hours of work, on any day, or shift, the overtime rate is 150% for the first three hours and 200% thereafter, until the completion of the overtime work. All worked performed on a Sunday will be paid at the rate of 200% of the ordinary rate.
- 5. For continuous shift workers the rate for working overtime is 200%.
- 6. An employee may elect with the consent of the company, to take time off, instead of payment for overtime, at the time or times agreed with the company provided that:
- 7. Overtime taken as time off during ordinary hours, must be taken at the ordinary time rate, that is an hour for each hour worked; and
- 8. The company shall if requested by the employee, provide payment at the rate provided for the payment of overtime in the relevant award for any overtime worked, which has not been taken as time off, instead of payment for overtime, within four weeks of accrual.
- 9. When not less than 7.6 hours' notice has been given to the company, by a relief shift worker, that the relief shift worker will be absent from work and the shift worker whom that person should relieve, is not relieved and is required to continue work on their rostered day off, the unrelieved shift worker is required to be paid at the rate of 200%.
- 10. In computing overtime each day's work stands alone.

11. When overtime work is necessary, it must, wherever reasonably practicable, be arranged so that an employee has at least ten consecutive hours off duty between the works of successive working days.
12. If on the instructions of the company, an employee resumes or continues work, without having had the ten 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 ten consecutive hours off duty, without loss of pay, for ordinary hours occurring during such absence.
 - 24.11.12.1. By agreement between the company and an individual employee, the ten hour break provided for may be reduced to a period no less than eight hours.
 - 24.11.12.2. In the case of a shift worker, the ten hour rest period will be substituted for eight hours when overtime is worked:
 - 24.11.12.3. For the purpose of changing shift rosters; or
 - 24.11.12.4. Where a shift worker does not report for duty and a day worker, or a shift worker, is required to replace the shift worker; or
 - 24.11.12.5. Where a shift is worked by arrangement between the employees themselves.

24.12. Payment of Overtime:

1. Payment for Overtime shall apply in any of these two circumstances.
 - a) Circumstance 1 – Rostered Shift.

Overtime rates shall apply to all time worked in excess of an employee's daily rostered full shift and will be paid at the overtime rate of 150% for the first three hours and 200% thereafter until the completion of the overtime work.

- b) Circumstances 2 – Overtime outside of roster

Overtime when required to be worked outside of the duration of the nominated roster, e.g., after 6pm on Friday on an 11-shift roster, will have the time required to be worked paid at normal overtime rates.

2. Overtime:

Overtime will be paid when 76 ordinary hours have been worked in the pay cycle (fortnight). Overtime when required to be worked outside of the duration of the nominated roster, e.g., after 6pm on Friday on an 11 shift roster, will have the time required to be worked paid at normal overtime rates.

Overtime rates shall apply to all time worked in excess of an employee's rostered full shift.

3. Leave Entitlements:

All Leave entitlements including annual and sick leave shall accrue on a pro rata basis in accordance with hours worked.

The calculation of these accruals will be made on a fortnightly basis.

4. Long Service Leave:

Long Service Leave will be based on years of service and payment of such leave will be dependent on the employee's status at the time of taking leave.

5. Personal Leave:

Permanent Part Time employees will accrue the same hours as Full Time employees but on a pro rata basis based on hours worked. Personal leave will be paid in accordance with the rostered hours for the day/s the employee was on leave.

25. SHIFT WORK - 8 HOUR SHIFT.

25.1. Early morning shift

1. This means any shift commenced between 3am and 6am.
2. An employee working early morning shift will be paid 15% extra for

the shift.

25.2. Afternoon shift

1. This means any shift finishing after 6pm and at or before midnight.
2. An employee working afternoon shift will be paid 15% extra for the shift.

25.3. Night Shift

1. This means any shift finishing after midnight and at or before 8am.
2. An employee who works night shift will be paid 30% extra for the shift.
3. An employee who works on afternoon or night shift which does not continue:

- (i) for at least five successive afternoon or night shifts or six successive afternoon or night shifts, in a six day workplace (where no more than eight ordinary hours are worked on each shift); or

- (ii) for at least 38 ordinary hours (where more than eight ordinary hours are worked on each shift and the shift arrangement is in accordance with clauses 30.3 or 30.4 of the relevant award).

must be paid for each shift 50% extra for the first three hours and 100% extra for the remaining hours.

- 25.4.** By agreement between the company and a majority of employees in the section concerned, or in appropriate cases an individual employee, the span of hours over which shifts may be worked may be altered by up to one hour at either end of the span.

25.5. Saturday Shifts

1. An employee who works shift work performed between 11pm on Friday and 11pm on Saturday will be paid a minimum rate of 150%.

2. The extra rate is in substitution for and not cumulative upon payment of the shift allowances prescribed in this clause.

25.6. Sunday and Public Holidays

1. The rate at which a shift worker will be paid for all time worked up until 11pm on a Sunday is 200% and on a public holiday is 250%, with the exception of Christmas Day which shall be paid at the rate of 300%.
 2. The extra rate is in substitution for and not cumulative upon the shift allowances prescribed in this clause.
 3. Where a shift commences at and between 11pm and midnight on a Sunday (except when the next day is a public holiday) or public holiday, the time so worked before midnight will be paid at the rate of 130%.
 4. However, the time worked by an employee on a shift commencing before midnight, on the day preceding a Sunday and public holiday and extending into the Sunday and public holiday is to be regarded as time worked on the Sunday or public holiday
- 25.7.** Employees rostered on continuous shift work will be entitled to receive a paid twenty minute meal break for each shift worked.

26. REQUESTS FOR FLEXIBLE WORK ARRANGEMENTS

26.1. An employee may request changes in working arrangements because of any of the following circumstances:

- (a) the employee is the parent, or has responsibility for the care, of a child who is of school age or younger;
- (b) the employee is pregnant;
- (c) the employee is a carer (within the meaning of the Carer Recognition Act 2010);
- (d) the employee has a disability;
- (e) the employee is 55 or over;
- (f) the employee is experiencing family and domestic violence;
- (g) the employee provides 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 the member is experiencing family and domestic violence.

26.2. The employee is not entitled to make the request, unless the employee has completed at least twelve months of continuous service immediately before making the request.

26.3. The request must be in writing and set out details of the changes sought and the reasons for the change.

26.4. The company will give the staff member a written response to the request within 21 days, stating whether the company grants or refuses the request.

- 26.5. The company may refuse the request only on reasonable grounds.
- 26.6. If the company refuses the request, the written response must indicate details of the reasons for the refusal.
- 26.7. A casual employee, employed for twelve months with the company on a regular and systematic basis, and with an expectation of ongoing employment, is entitled to make a request for flexible working arrangements, in accordance with this clause.

27. MEAL BREAKS

- 27.1. Employees not working continuous shifts will be entitled to an unpaid meal break of 30 minutes, to be taken as far as practicable no more than five hours after the commencement of their rostered shift.
- 27.2. Continuous shift work employees and employees engaged to work on the rosters as defined in Appendix B will be entitled to a paid twenty minute meal break to be taken at or around the usual designated time. The meal break will be counted as time worked.
- 27.3. The employee and company may agree to vary the time for the taking of the meal break, based on particular work requirements.

28. REST BREAK

- 28.1. Employees are entitled to two ten minute paid rest breaks during each rostered shift.
- 28.2. The time for taking the rest breaks will be in accordance with existing practice.
- 28.3. An employee and company may agree to vary the time for the taking of the rest breaks, based on particular work requirements.
- 28.4. For employees who work less than 7.6 hours on any shift, the employee is required to work more than three hours to qualify for the first paid rest break and a further 3 hours for the second paid rest break.

29. ANNUAL LEAVE

- 29.1. A full time employee is entitled to four (4) weeks of paid annual leave for each year of service.
- 29.2. Employees are not eligible to take annual leave unless they have completed three months continuous service, at which time their entitlement will be calculated from the date of commencement of employment

- 29.3.** An employee will be paid the wages normally received in respect of ordinary hours the employee would have worked had the employee not been on leave during the relevant period, including allowances, loadings and penalties paid for all purposes of the award.
- 29.4.** An employee is not entitled to payments in respect to overtime, special or any other payments, such as reimbursement for expenses incurred.
- 29.5.** An employee on day work will be paid a loading of 17.5% on ordinary hours worked, or the relevant weekend penalty rates, whichever is greater, but not both. A 17.5% annual leave loading will be paid on accrued annual leave for ordinary hours worked.
- 29.6.** An employee who would have worked on shift work had they not been on leave will be paid a loading equal to 17.5% of the wages prescribed for ordinary hours the employee would have worked, or the shift allowance including relevant weekend penalty rates whichever is greater but not both.
- 29.7.** A shift worker who is regularly rostered to work over any seven days including Sundays and public holidays is entitled to 5 weeks annual leave.
- 29.8.** An employee with twelve months continuous service who is engaged for part of the twelve month period in accordance with sub clause 29.7 will have their annual leave entitlement increased by half a day for each month the employee is continuously employed in this capacity.
- 29.9.** An employee on continuous shift work will be paid a loading equal to 17.5% of their ordinary rate, or the shift loading including relevant weekend penalty rates, whichever is the greater but not both.
- 29.10.** Part time employees are entitled to pro rata entitlements of a full time employee based on weekly ordinary hours worked.
- 29.11.** Casual employees do not receive annual leave entitlement as this is compensated for in the 25% casual loading.
- 29.12.** The entitlement to paid annual leave accrues progressively during each year of service according to the number of ordinary hours worked.
- 29.13.** Annual leave accumulates in line with the company's pay cycle.
- 29.14.** Where annual leave falls on a public holiday, an employee will be paid for the public holiday, and the annual leave will be reaccredited.
- 29.15.** Annual leave does not include a period of any other leave (other than unpaid parental leave).
- 29.16.** The company will not unreasonably refuse to agree to a request by an employee to take paid annual leave, at a nominated time/s provided it does not unduly interfere with the work commitments, program and schedules of the company.
- 29.17.** Employees are entitled to take a maximum of ten (10) single days of annual leave per year.
- 29.18.** Employees will be entitled to be paid accrued annual leave entitlements on termination of employment.

- 29.19.** The company requires a minimum of at least one-months' notice of a request to take annual leave.
- 29.20.** A Leave request, approved by the Supervisor or Manager, is to be submitted to the payroll department via the SWAG App.
- 29.21.** If an employee decides to cancel their leave prior to the commencement of the leave, they are required to notify their Manager and Payroll immediately in writing.
- 29.22.** The notice period may be waived by the company at its discretion, having regard to special circumstances.
- 29.23.** The company may direct an employee to take annual leave, who has accrued excessive annual leave as prescribed in clause 34.7 of the relevant award.
- 29.24.** Where the company makes such a direction it will give not less than four weeks' notice.
- 29.25.** At the time of the direction the employee has eight weeks or more of annual leave accrued.
- 29.26.** The amount of leave the employee is directed to take, is less than or equal to a quarter of the amount of leave accrued.
- 29.27.** Annual leave will be paid in the normal ordinary pay cycle, unless otherwise requested in advance.

30. CASHING OUT OF ANNUAL LEAVE

- 30.1.** During a 12 month period, employees are entitled to make one application to cash out excess annual leave that they have as an entitlement to them in exceptional circumstances. Employees must make the application in writing to their manager who will have the request reviewed by the GM HR.
- 30.2.** Paid annual leave must not be cashed out if the cashing out would result in the employee having less than 4 weeks of accrued annual leave. Each cashing out of paid annual leave must be by separate written Agreement between the employee and the Employer. An employee must be paid the full amount payable as if the employee had taken the leave.
- 30.3.** KVDG will not require an employee to cash out annual leave or exert undue influence or pressure on the employee to make an election to cash out.
- 30.4.** Cashing out of annual leave is not encouraged, and should the application be approved, subsequent applications will not be encouraged. Only one application per 12 months can be approved.

31. PERSONAL LEAVE

- 31.1.** For each year of service with the company, an employee is entitled to 10 days paid personal leave.
- 31.2.** Service is calculated on the anniversary of the date of employment.
- 31.3.** Part time employees shall receive pro rata entitlements based on ordinary hours worked.

- 31.4.** Casual employees do not receive this entitlement as it is compensated for in the 25% casual loading.
- 31.5.** Employees entitled to paid personal leave accrue the leave progressively during a year of service, according to the ordinary hours of work and the leave accumulates from year to year.
- 31.6.** Where paid personal leave taken, falls on a public holiday, the employee will be paid for the public holiday.
- 31.7.** Payment for paid personal leave is on the base rate of pay as defined in clause 4.1 of this agreement.
- 31.8.** Employees entitled to paid personal leave may take paid personal 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 immediate family, or a member of the household who requires care and support because of:
 - (i) A personal illness, or personal injury, affecting the member or;
 - (ii) An unexpected emergency affecting the member.
 - (iii) Issues relating to Family and Domestic Violence.
- 31.9.** Notice of an impending absence from work is required to be provided to the company as soon as practicable, no later than one hour after shift commencement time. Notification must be delivered via a discussion with the Production Supervisor or Factory Manager or a message left on their mobile phone. A text message will not be a sufficient means of communication.
- 31.10.** Evidence of absence in accordance with this clause is required to be provided to the company as follows:
- Where personal leave is taken because the employee is not fit for work due to a personal illness, or personal injury affecting the employee;
- (a) No evidence is required for the first two single day's absence per year.
 - (b) Statutory declarations will only be accepted on four single day's absence per year.
 - (c) A medical certificate will be required for any further single day absences, any absences of two or more consecutive working days and any absence immediately preceding or following a long weekend, public holiday, annual leave or long service leave or the start / end of your roster or weekend if a pattern of absences has been identified during each year of service.

Where personal leave is taken to provide care or support to a member of the immediate family, or a member of the household who requires care and support because of:

- (i) A personal illness, or personal injury, affecting the member or;
- (ii) An unexpected emergency affecting the member;
- (a) No evidence is required for the first two single day's absence per year.
- (b) A medical certificate issued by a registered medical practitioner or a statutory declaration (statutory declarations will only be accepted on up to four occasions per year) will be required for all further absences occurring during each year of service.

Note; the provisions of clauses (a) and (b) (carers leave), operate in conjunction with the limitations of clause 30.8 (a) and (b) (personal illness) and do not confer an entitlement that duplicates the evidence free or nominated number of days permitting a statutory declaration.

31.11. Medical certificates issued by a registered medical practitioner or statutory declarations are to be provided to the company within two (2) working days of an employee returning to work.

31.12. Employees agree to fully participate in a joint working party which shall be established for the purpose of identifying and recommending solutions to address the root causes that are contributing to high levels of absenteeism.

Part of the joint working party's charter will be to consider and/or recommend incentive programs aimed at reducing absenteeism levels.

32. PAID MENTAL HEALTH LEAVE

32.1. In addition to Personal Leave, an employee is entitled to 2 days paid Mental Health Leave per year, taken if the employee is not fit for work because of a mental health illness or injury,

32.2. Mental Health leave entitlement is non accumulative and is equivalent to 2 ordinary shifts.

32.3. Mental Health leave entitlement is non accumulative and entitlement will reset in the first full pay period on or after 1st of July each year.

32.4. Casual employees do not receive this entitlement as it is compensated for in the 25% casual loading.

32.5. Where paid mental health leave taken, falls on a public holiday, the employee will be paid for the public holiday.

32.6. Payment for paid mental health leave is on the base rate of pay as defined in clause 4.1 of this agreement.

32.7. Notice of an impending absence from work is required to be provided to the company as soon as practicable, no later than one hour after shift commencement time. Notification must be delivered via a discussion with the Production Supervisor or Factory Manager or a message left on their mobile phone. A text message will not be a sufficient means of communication.

- 32.8.** Evidence of absence in accordance with this clause is required to be provided to the company in the form of either;
- (a) A medical certificate issued by a registered medical practitioner specialising in mental health illness and injury or,
 - (b) from a registered medical practitioner stating mental health illness or injury as a reason for requested absence.
- 32.9.** Medical certificates issued by a registered medical practitioner are to be provided to the company within two (2) working days of an employee returning to work.
- 32.10.** All employees, including casuals will have access to an Employment Assistance Program providing Mental Health Support

33. UNPAID CARER'S LEAVE

- 33.1.** An employee, including a casual, may take unpaid carer's leave, if the leave is taken to provide care, or support when a member of the employees immediate family, or a member of the employees household requires care and support because of:
- (a) Personal illness, or personal injury, affecting the member; or
 - (b) An unexpected emergency affecting the member
- 33.2.** An employee is entitled to two days of unpaid carer's leave for each occasion.
- 33.3.** Notice must be provided to the company as soon as practicable and the duration of the leave.
- 33.4.** Evidence satisfactory to the company is required that the absence is consistent with the purposes of this clause.
- 33.5.** Satisfactory proof to the company, can be either a medical certificate or statutory declaration providing relevant information.

34. COMPASSIONATE LEAVE

- 34.1.** An employee, other than a casual, is entitled to two days paid compassionate leave for each occasion when a member of the employees immediate family, or a member of the employees household:
1. Contracts or develops a personal illness, that creates a serious threat to life; or
 2. Sustains a personal injury that poses a serious threat to life; or
 3. Dies
- 34.2.** Notice must be provided to the company as soon as practicable and the duration of the absence.
- 34.3.** Proof satisfactory to the company, that the absence is consistent with the purposes of this clause.
- 34.4.** Satisfactory proof to the company will be either a medical certificate or statutory declaration providing relevant information, or other reasonable evidence, e.g death notice.

- 34.5. Employees will not be entitled to leave under this clause during any period in respect of which he/she has already been granted any other form of leave.
- 34.6. In addition to 2 days paid compassionate leave, an employee is entitled to a further 2 days unpaid compassionate leave on each occasion.
- 34.7. A casual employee will be entitled to two days unpaid compassionate leave in accordance with this clause.

35. PARENTAL LEAVE

- 35.1. An entitlement to unpaid parental leave is available to an eligible employee who has completed at least twelve months of continuous service with the company.
- 35.2. The entitlement provides for up to twelve months unpaid leave, plus a right to request an additional twelve months unpaid leave.
- 35.3. The entitlement provides for paid parental leave to be paid at the rostered rate of pay for an employee in the amount of:

a) 6 weeks of maternity leave

b) 2 weeks of paternity leave

- 35.4. Parental leave may be taken as either maternity, paternity or adoption leave.
- 35.5. The entitlement for paid parental leave at Clause 34.3 is separate to the entitlements set out under Division 5 of the Fair Work Act 2009 (Cth), and the Paid Parental Leave Act 2010.
- 35.6. A casual employee, employed by the company for at least twelve months on a regular and systematic basis, and with an expectation of ongoing employment is entitled to unpaid parental leave.
- 35.7. An entitlement to government paid parental leave is applicable to eligible employees who qualify under the Paid Parental Leave Act 2010.

36. JURY SERVICE

- 36.1. A weekly employee required to attend jury service during ordinary hours of work, will be reimbursed by the company.
- 36.2. A casual employee required to attend jury service will be reimbursed by the company where there is a reasonable expectation of work during that period.
- 36.3. The amount reimbursed will be the difference between the jury fees paid to the employee in respect to their attendance for such jury service and the wages the employee would have received, in respect of the ordinary hours the employee would have ordinarily incurred, had the employee not been on jury service.
- 36.4. The company will pay the staff member upon receiving proof of attendance.
- 36.5. The company is only obligated to pay for the first ten days of jury service.

37. LONG SERVICE LEAVE

- 37.1.** The entitlements as prescribed in clause 113 of the Fair Work Act 2009 will apply to eligible employees.
- 37.2.** In Victoria, the Long Service Leave Act 1992 is applicable.
- 37.3.** Long Service Leave accrues at 0.86666 weeks for each year of service with the company.

38. PUBLIC HOLIDAYS

- 38.1.** A full time and part time employee who is not a continuous shift worker, will be entitled to be absent from work without loss to their base rate of pay on a prescribed public holiday.
- 38.2.** A part time employee is not entitled to payment, if the part time hours do not include the day of the week on which the public holiday falls.
- 38.3.** A casual employee is not entitled to payment as a casual receives a 25% casual loading to compensate.
- 38.4.** The public holiday entitlements are defined in this Agreement, the Fair Work Act 2009 and the relevant award.
- 38.5.** The following days are public holidays:
- New Years Day
 - Australia Day
 - Good Friday
 - Easter Saturday
 - Easter Sunday
 - Easter Monday
 - ANZAC Day
 - King's Birthday
 - Christmas Day
 - Boxing Day
 - Labour Day
 - Melbourne Cup
 - AFL Grand Final Eve
 - Any other day or part day declared or prescribed or under a law of a State or Territory to be observed generally within the State or Territory (or a region of the State or Territory) as a public holiday.
- 38.6.** If under the law in the State of Victoria, a day or part day, is substituted for any of the above days or part days, the substituted day or part day will be the public holiday.

- 38.7. An employee including a casual, requested by management to work on a public holiday, has a right to decline to work on such a day, based on reasonable grounds.
- 38.8. All time worked on public holidays shall be paid at the rate of 250%, with the exception of Christmas Day which shall be paid at the rate of 300%.
- 38.9. Section 114 of the Fair Work Act 2009 provides criteria on what may constitute reasonable grounds.

39. COMMUNITY SERVICE LEAVE

- 39.1. An employee is entitled to be absent from work for engaging in eligible community service activity as defined in Section 109 of the Fair Work Act 2009.
- 39.2. Community service leave provides unpaid leave for voluntary emergency activities and leave for jury service.
- 39.3. Clause 35 of this agreement deals specifically with jury service.
- 39.4. Notice of an absence must be provided to the company as soon as practicable and the anticipated duration of such absence.

40. PROMOTION OF COMPANY INTERESTS

- 40.1. Employees will be expected to apply their best endeavours to promote and enhance the interests, welfare, business, profitability, growth and reputation of the company and not intentionally do anything, which is or may be harmful to the company.

41. PROPERTY OF THE COMPANY

On ceasing employment with the company, an employee must return in good condition (subject to wear and tear) any property in the possession of the staff member belonging to the company.

42. CONFLICT OF INTEREST

- 42.1. An employee will not without the prior consent of the company, engage in any activity or conduct that will, or be likely to be, in direct conflict with the commercial interests of the company.
- 42.2. Nothing in this clause will preclude an employee from holding or acquiring shares or other securities of any company publicly listed on the Australian or an overseas stock exchange, for the purposes of a bona fide investment.

43. CONFIDENTIAL INFORMATION

- 43.1. An employee will treat all company confidential information as defined in subclause 43.3 as strictly confidential and must not disclose or attempt to disclose any confidential information of the company, or related company, to any person, firm, company, business or other body, unless:
 - (a) Previously and expressly authorised in writing by the company

- (b) As required by law
 - (c) Required to perform responsibilities and duties under this agreement
- 43.2.** The employee shall not use or attempt to use any confidential information in any manner and for any purpose other than the purpose of the business.
- 43.3.** Confidential information includes all commercial transactions, contracts, tenders, records, correspondence, emails, facsimiles, text messages, client lists, price schedules, costings, manuals, policies and procedures and any other information the company advises as confidential.
- 43.4.** An employee shall hold all confidential information pertaining to the business of the company, or related company, in strict confidence, both during the period of employment and also after termination of the employment relationship.
- 43.5.** An employee must immediately deliver to the company all confidential information that is physically capable of delivery:
- (a) On the employees termination
 - (b) At any time at the request of the company
- 43.6.** If confidential information is capable of being disclosed lawfully within the public domain, the obligations of the employee under this clause will not apply.

44. WORKPLACE HEALTH AND SAFETY

- 44.1.** The company and employee will abide by the obligations and requirements of the Occupational Health and Safety Act 2004 (Vic) to maintain a safe workplace.
- 44.2.** The company and employee agree that a safe and secure workplace is important and both will ensure health and safety laws and procedures are followed at all times.
- 44.3.** An employee is required to take all practicable steps to ensure their own health and safety at work and that no action or inaction by the employee at work, causes harm to any other person.
- 44.4.** An employee shall be required to use and wear the safety related protective clothing, footwear and equipment provided by the company.
- 44.5.** An employee shall not misuse any equipment or tools at the workplace.
- 44.6.** If the employee does not comply with the safety rules and procedures, disciplinary action will arise and termination of employment could occur.

- 44.7.** An employee shall report to the company as soon as possible, any accidents, incidents or hazards arising during the course of their employment.
- 44.8.** If an employee has genuine concerns in relation to their health and safety, or the safety of others in the business, the employee must report it to their immediate supervisor or manager, who will take all practicable steps to provide and maintain a safe work environment under the Occupational Health and Safety Act 2004.
- 44.9.** For health and safety reasons, an employee must cease duties when directed to do so by a supervisor, where their capacity to perform their normal duties is assessed, on reasonable grounds, to be sufficiently impaired and could compromise their production operations in their section, their health and safety and the health and safety of others.
- 44.10.** Before directing the employee to cease work, the supervisor and health and safety representative will meet with the employee, to discuss the matter, and to determine the extent of the impairment and its likely impact on production operations, the employee and other employees in their section.
- 44.11.** An impairment is any reasonably apparent temporary physical or mental incapacity to perform duties in a safe and competent manner at the workplace.
- 44.12.** In ordinary circumstances, the requirement to cease work will not apply, where the employee has a written medical clearance to attend work.
- 44.13.** The employee will not be paid for such absence unless a medical certificate is provided.
- 44.14.** To facilitate the Safety of all employees, the company agrees to roster and maintain adequate staffing levels across the business that allows employees to be able to conduct their duties in a safe and productive way as far as reasonably practicable, that is in line with the Occupational Health and Safety Act 2004.
- 44.15.** The company will give all union delegates and HSR's 7 days' notice of dates and times of Health and Safety committee meetings. The Company will also communicate minutes from these meetings to union delegates and HSR's no later than 14 days after each meeting via email, and will also print and distribute minutes in break rooms and notice boards on site.

45. CLOTHING PROVISION / PPE

- 45.1.** When an employee is required by law or by the Company to wear a washable outer overall, adequate clothing of an approved type and quality shall be provided by the Company on commencement of employment; such clothing shall remain the property of the Company.

PPE will be provided where required or where personal clothing is either not permitted or impractical to wear:

- (a) The Company will provide approved ear protection in designated areas.
- (b) The Company will provide approved eye protection. (In the case of prescription safety glasses, be paid by the company though the company approved provider).
- (c) The Company will provide approved protective footwear.
- (d) When working outdoors the Company will provide approved Jackets.

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

46. DESIGNATED WORK GROUPS AND HEALTH AND SAFETY REPRESENTATIVES

- 46.1.1. The company and employee representatives will review the Designated Work Groups (**DWGs**) on site and negotiate revised DWGs where appropriate.
- 46.1.2. The parties will work cooperatively to ensure that DWGs are established and maintained and that the election of Health and Safety Representatives (**HSRs**) are conducted in a timely manner. To monitor the maintenance of DWGs a central register will be established detailing:
 - 45.1.2.1.1. A description of each DWG on site and manner of grouping
 - 45.1.2.1.2. The name of each HSR and their contact details (mobile and email)
 - 45.1.2.1.3. The date each HSR was elected
 - 45.1.2.1.4. A description of the training received and the dates of attendance
 - 45.1.2.1.5. The name and contact detail of the nominated Employer representative responsible for each DWG

A copy of the updated register will be provided to the Union upon request.

- 46.1.3. The workgroups will be notified of vacancies for HSRs in all DWGs that include workers covered by this Agreement. Elections of HSRs will be conducted in accordance with the *Occupational Health and Safety Act 2004 (Vic)*.
- 46.1.4. HSRs will be given training leave as required and in accordance with the company training requirement.

47. APPLICATION OF SKILLS AND DISCIPLINARY PROCEDURE

- 47.1. Employees are required to perform their duties diligently, competently, accurately and apply their skills in accordance with job requirements.
- 47.2. A failure to meet these requirements may result in termination of employment, if the required standards cannot be met and sustained.
- 47.3. An employee will be given mutual support and assistance and a reasonable opportunity to meet these standards before termination is contemplated.

- 47.4.** Nothing contained in this clause shall prevent the company from summarily terminating the employment of an employee in accordance with the relevant award, or Fair Work Act 2009, in cases of serious misconduct, as defined in sub clauses 47.7 and 47.8 of this agreement.
- 47.5.** In circumstances where an employee's conduct or performance is not acceptable the following procedure shall be followed.
- 47.6.** The Company shall counsel the employee about their conduct or performance as required. This will be regarded as a verbal warning. The employee may request that the Union delegate represent them at this meeting.
- 47.7.** If the employee's conduct or performance does not improve the employee shall be counselled formally by the Company which may issue a first written warning. The employee may request that the Union delegate represent them at this meeting.
- 47.8.** If the employee's conduct or performance does not improve following a first written warning, further counselling and a second written warning shall be provided to the employee by the Company. The employee may request that the Union delegate represent them at this meeting.
- 47.9.** If the employee's performance or conduct does not improve, the employee will receive a final warning. Any further failure to improve in performance or conduct may result in the dismissal of the employee.
- 47.10.** Where an employee is to be counselled he or she shall have reasonable paid time to discuss the matter with a Union delegate and a Union Official prior to being interviewed.
- 47.11.** Warnings shall have a life span of twelve months, after which they shall be removed from the employee's file and no longer relied on.
- 47.12. Termination**
- 1.** Prior to reaching any decision to terminate the employment of an employee, the Company will abide by the following procedure:
 - (a) inform the employee that the termination of their employment is being considered;
 - (b) advise the employee of the reasons for the proposed termination;
 - (c) provide the employee or their representative with access to any documents or other evidence, including witness statements, that relate to the proposed termination, (note, there may be occasions where witness statements need to be redacted to ensure employee confidentiality); and
 - (d) provide the employee with an opportunity to show cause why their employment should not be terminated.
 - 2.** An employee shall be given reasonable time to respond and shall be provided with details of any relevant material. An employee may be represented by the Union delegate and/or a Union Official.

3. Any request by the employee to meet and discuss the matter shall not be unreasonably refused.

47.13. Any dispute over the operation or application to this clause shall be settled in accordance with the disputes procedure of this Agreement.

48. MINIMUM NOTICE PERIOD REQUIRED FOR RESIGNATION OR TERMINATION OF EMPLOYMENT.

48.1. To be given in writing by the company and employee.

48.2. Period of Continuous Service	Notice Period
Not more than one year	1 week
More than 1 year but not more than 3 years	2 weeks
More than three years but not more than 5 years	3 weeks
More than five years	4 weeks

48.3. The minimum notice period is not applicable to casual employees.

48.4. The period of notice given by the company is increased by one extra week, if the staff member is over 45 years of age and has completed two years of continuous service with the company.

48.5. The employee is not required to give the additional one-weeks' notice as prescribed in clause 47.4.

48.6. If an employee fails to give the required notice of resignation, or refuses to work out the minimum notice period, as prescribed in clause 47.1, the company may withhold from any monies due to the employee that is equivalent to the notice period not given or worked out. However, the Company may only do so if the employee's consent has been obtained.

48.7. In the case of serious misconduct, an employee may be terminated without notice or payment in lieu of notice.

48.8. Serious misconduct is defined as wilful or deliberate behaviour by an employee that is inconsistent with the continuation of the employment contract, including 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 Company.

48.9. Without limiting the generality of the foregoing, the following conduct may constitute serious misconduct depending on the circumstances:

- Refusing to carry out lawful and reasonable instructions that is consistent with the employee's contract of employment

- Dishonesty or theft
- Fraud
- Abuse of property or equipment
- Intoxication
- Illegal drug use
- Distribution of illegal drugs
- Assault or fighting
- Commission of a crime

49. REDUNDANCY PAY

49.1. The employee entitlements to redundancy pay are prescribed in sections 119- 123 of the Fair Work Act 2009.

49.2. Set out below is the redundancy pay scale.

Employees period of continuous service with the company on termination	Redundancy pay
1. At least 1 year but less than 2 years	4 weeks
2. At least 2 years but less than 3 years	6 weeks
3. At least 3 years but less than 4 years	9 weeks
4. At least 4 years but less than 5 years	10 weeks
5. At least 5 years but less than 6 years	12 weeks
6. At least 6 years but less than 7 years	14 weeks
7. At least 7 years but less than 8 years	16 weeks
8. At least 8 years but less than 9 years	17 weeks
9. At least 9 years but less than 10	20 weeks
10. At least 10 years but less than 11	21 weeks
11. At least 11 years but less than 12	23 weeks
12. At least 12 years but less than 13	25 weeks
13. At least 13 years but less than 14	27 weeks
14. At least 14 years but less than 15	29 weeks
15. At least 15 years or more	32 weeks

49.3. In addition to the above, employees will also be paid 100% of their Personal Leave accruals up to a maximum of 76 hours.

- 49.4. Before any employee is made redundant on a compulsory basis, voluntary redundancy will be offered in accordance with the following procedure.
- 49.5. The Company will provide two weeks' notice that applications will be open for expressions of interest in voluntary redundancy.
- 49.6. Applications will be open for a period of one week.
- 49.7. An application form will be provided, and the only applications recognised will be those on the form.
- 49.8. At the end of the week, applications will close, and no further applications will be received.
- 49.9. Should it become necessary for compulsory redundancies to occur the Company will consult the Union on the criteria for selecting redundancies before any notices are given.
- 49.10. The Company undertakes to provide outplacement services for all redundant employees.
- 49.11. The Company undertakes to advise the local employment services of all redundancies and will provide, if requested, interview facilities for its representatives and, if necessary, time during working hours.
- 49.12. The Company undertakes to conduct personal interviews with all redundant employees to discuss entitlements and assist wherever possible with personal requirements.
- 49.13. Sections 121 – 123 of the Fair Work Act 2010 prescribe circumstances in which redundancy pay is not applicable.
- 49.14. Casual employees are excluded from receiving an entitlement to redundancy pay.

50. ANNUAL CLOSE-DOWN

- 50.1. An employer may close an enterprise or part of it for the purpose of allowing annual leave to all or the majority of the employees in the enterprise or part concerned, provided that:
- 50.2. (a) the employer gives not less than four weeks' notice of intention to do so; and
- 50.3. (b) an employee who has accrued sufficient leave to cover the period of the close-down, is allowed leave and also paid for that leave at the appropriate wage
- 50.4. (c) an employee who has not accrued sufficient leave to cover part or all of the close-down, is allowed paid leave for the period for which they have accrued sufficient leave and given unpaid leave for the remainder of the close-down; and
- 50.5. (d) any leave taken by an employee as a result of a close-down also counts as service by the employee with their employer; and
- 50.6. (e) the employer may only close down the enterprise or part of it for one or two separate periods in a year; and
- 50.7. (f) if the employer closes down the enterprise or part of it in two separate periods, one of the periods must be for a period of at least 14 consecutive

days including non-working days; and

- 50.8. (g) the employer and the majority of employees concerned may agree to the enterprise or part of it being closed down for three separate periods in a year provided that one of the periods is a period of at least 14 days including non-working days; and
- 50.9. (h) the employer may close down the enterprise or part of it for a period of at least 14 days including non-working days and allow the balance of any annual leave to be taken in one continuous period in accordance with a roster.
- 50.10. (i) Combined Annual shutdown and prescribed shut down for a financial year will not exceed 4 weeks' worth of annual leave.

51. BUSINESS PRESCRIBED SHUT DOWN

- 51.1. In addition to Clause 50, there may be times throughout the year where the employer may elect to shut down the factory for designated shifts directly before or after the Christmas and Easter public holiday periods.
i.e. The 2 days leading into or 2 days coming out of Christmas and Easter periods.
- 51.2. It will be expected that staff will take annual leave over this period if the closedown is over a non-public holiday period.
- 51.3. The business would pay people Public holiday not worked, which is normal rates, for that time so designated as a public holiday.
- 51.4. The business would look to advise staff of these shutdowns within 1 week of the planned shutdown being agreed with management.

52. STAND DOWN

- 52.1. The company may when faced with circumstances beyond their control, stand down an employee/s without pay, if required for any of the reasons outlined in Section 524 of the Fair Work Act 2009.
- 52.2. Before electing to stand down an employee/s, the company will consider all viable options to mitigate the loss to the employee/s.
- 52.3. The company will examine possible redeployment opportunities for the employee/s to be usefully employed, during the stand down period.
- 52.4. In the event alternative useful employment is not available, the company may request the employee/s to take annual leave.
- 52.5. During the stand down period, the employee /s will continue to accrue annual leave and personal leave entitlements.
- 52.6.

53. PERIOD OF PROBATION

- 53.1. A new full time or part time employee commencing employment with the company, will be subject to a three-month probationary induction period.

- 53.2. During this period, the new employee will be trained in all aspects of the work to be performed to the standard required by the company.
- 53.3. If the new employee is unable during the probationary period, to obtain competence to the required standard, the company may terminate employment.

54. ABANDONMENT OF EMPLOYMENT

- 54.1. The absence of an employee for a continuous period exceeding three working days without the consent of the Company and without notification to the Company shall be prima facie evidence that the employee has abandoned their employment. In these circumstances the Company shall provide formal notification to the employee that termination of their employment is being considered.

If within a period of seven days from their last attendance at work or the date of their last absence in respect of which notification has been given or consent has been granted, an employee has not established to the satisfaction of the Company that they were absent for reasonable cause, the Company may proceed to terminate the employee's employment.

55. ELECTRONIC MONITORING AND SURVEILLANCE

- 55.1. The Company agrees that it will not introduce electronic monitoring or surveillance devices without prior consultation with the Union and the employees. Such electronic monitoring or surveillance will not be introduced without the agreement of the majority of employees working in affected areas. Employee agreement will not be unreasonably withheld.
- 55.2. Notwithstanding the above, the Company agrees:
- 55.3. that electronic monitoring or surveillance will not be used for performance monitoring or disciplinary matters, except allegations involving serious misconduct;
- 55.4. that where tapes from electronic monitoring or surveillance are relied on in a disciplinary investigation that the affected employee and their representative are entitled to view all tapes;
- 55.5. that there will be no secret, hidden or covert electronic monitoring or surveillance of employees; and
- 55.6. that there will be no electronic monitoring or surveillance of employees' rest areas, lunchrooms, toilets or change rooms
- 55.7. Any dispute as to the operation of this clause shall be handled in accordance with the disputes procedure of this Agreement.

56. RESOLUTION OF DISPUTES

- 56.1. Any dispute or claim (whether any such dispute or claim arises out of the operation of this Agreement or not) as to the wages or conditions of employment of any of the employees covered by this Agreement or as to any work-related matter, including a claim that the Agreement, the NES (including subsections 65(5) or 76(4)) or a General Protection (not involving dismissal)

has been breached, or as to the relationship between the Company and the Union, shall be settled in the manner outlined in this clause.

56.2. The Company, affected employee(s) and the Union will attempt to resolve the dispute in good faith at the workplace level.

1. In the first instance, the matter in dispute should be discussed at the workplace between the employee(s) concerned and the relevant supervisor.
2. If the matter in dispute remains unresolved, the matter shall be discussed at the workplace between the employee(s) concerned, the Union delegate and the relevant supervisor.

56.2.2.1. The union delegate / permit holder may interview any person concerned about a matter in dispute if;

- a. They agree to be interviewed
- b. Whose industrial interests the union delegates organisation is entitled to represent.

The union delegate / permit holder shall have reasonable access to resources (including photocopier, telephone, fax machine, email, internet and notice board) to perform their role.

56.2.2.2. Any employee involved in the dispute procedure steps shall be released on paid time.

3. If the matter in dispute remains unresolved, the matter shall be discussed between more senior levels of management, the employee(s) and the Union Organiser.
 4. If the matter in dispute remains unresolved, the matter shall be discussed between more senior levels of management and an appropriate senior official of the Union. The provisions of this sub-clause need not apply unless the Company, the employee(s) or the Union requests otherwise.
 5. If the matter in dispute remains unresolved, the Company, the employee(s) or the Union may refer the dispute to the Fair Work Commission ("FWC") to deal with using any of its powers including conciliation, and, if necessary, arbitration.
- 56.3.** The Company, the employee(s) and the Union agree to abide by any decisions or orders made by the Fair Work Commission, subject to exercising any right of appeal to a Full Bench.
- 56.4.** Until the matter in dispute is determined, the status quo will prevail.
- 56.5.** A nominated employee representative may be involved in any of the above steps.

57. REPRESENTATION AND COMMUNICATION WITH EMPLOYEES

An authorised Union representative is entitled to enter at all reasonable times

upon the premises, provided the representative does not interfere unreasonably with the Company's business, for the following purposes:

- Inductions of new employees or casual workers;
- Involvement under the disputes procedure of this Agreement; and
- Distributing written information to Union delegates or employees.

These purposes are separate from right of entry under the Act to investigate suspected contraventions or to hold discussions.

58. TIME AND WAGES RECORD

The Company is required to keep time and wages records showing the name of each employee, the hours worked each day, and the wages overtime and allowances (if any) paid each week. The keeping and accessing of Employee records shall be in accordance with Regulation 3.42 of the Fair Work Regulations 2009.

59. UNION DELEGATES

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

59.2. Induction of New Employees

Union delegates and Union officials will be given adequate paid time to meet with new employees and any labour hire workers performing work that would otherwise be covered by this Agreement for the purposes of introducing and explaining this Agreement and Union matters. Except where otherwise agreed, this will occur at the induction of such persons.

59.3. Delegates on-site business.

Union delegates will be granted, subject to prior notification to their supervisor, paid release to conduct legitimate on-site Union business with workers including collection of information from workers. Union delegates shall have reasonable access to resources to perform their role, including a private meeting room and access to a telephone, fax machine, email, intranet and photocopier.

59.4 Delegates Rights

If as at the date of the making of this agreement a term or part of a term in one of the modern awards that, absent this Agreement, would cover a workplace delegate, confers an additional or more favourable entitlement to a workplace delegate than what they are entitled to under this Agreement, that term or part of a term as at that date shall be incorporated as an additional term into this Agreement. Where there is any inconsistency between any part of this additional term and any part of any other term of this Agreement, the part of

the term that is more favourable to the relevant workplace delegate(s) shall prevail to the extent of the inconsistency.

60. UNION MEETINGS

- 60.1.** All employees, whether directly engaged by the Company or not, shall be free to participate in Union meetings.
- 60.2.** Workers attending Union meetings on site will be granted paid release for up to four hours ordinary time annually for these meetings.
- 60.3.** Additional on site Meetings

By mutual agreement of the Company and the Union, additional on site meetings may be held to consider and discuss matters relating to this Agreement or the renegotiation of this Agreement. Except where otherwise agreed, seven days notice of the meeting will be given to the Company. Satisfactory arrangements are to be made for the maintenance of essential services during this meeting.

61. NOTICE BOARD

The Company shall supply and erect a notice board in a suitable prominent location (for example the lunch room) at the site for the purpose of enabling the Union or Union delegates to post any notice in connection with this Agreement or other matters related to the employment of the employees or their Union membership which the Union may require to have posted. The parties agree that such notice not be defamatory.

62. TRADE UNION TRAINING LEAVE

- 62.1.** Union delegates shall be granted up to five days leave with pay each calendar year, not cumulative, to attend courses conducted or approved by the Union, which are designed to promote good industrial relations.
- 62.2.** The application to the Company must be in writing and include the nature, content and duration of the course to be attended.
- 62.3.** The granting of leave pursuant to this clause shall be subject to the employee or the Union giving not less than two weeks notice of the course or such lesser period of notice as may be agreed by the Company.
- 62.4.** Leave of absence granted pursuant to this clause, shall count as service for all purposes of this Agreement.
- 62.5.** Each employee on leave approved in accordance with this clause, shall be paid at their full rate of pay, including shift loadings and penalties where applicable and will incur no loss of pay for attending training.
- 62.6.** An employee may be required to satisfy the Company of attendance at the course to qualify for payment of leave.

63. GENERAL ISSUES

- 63.1. Specific issues not specifically addressed in this agreement are covered by the terms of the relevant award.
- 63.2. Employees will be entitled to a specified free supply of milk, in accordance with company policy.

64. FAIR WORK STATEMENT

- 64.1. A new employee commencing employment with the company will be provided with a copy of the Fair Work Statement as supplied by the Fair Work Commission under Section 125 of the Fair Work Act 2009.

65. RENEGOTIATION OF AGREEMENT

- 65.1. The Company, employees and the Union (“**the parties**”) agree to commence negotiations for a new Enterprise Agreement to succeed this Agreement at least 3 months before the nominal expiry date of this Agreement. The parties intend to conclude these negotiations prior to the nominal expiry date.
- 65.2. These negotiations will be conducted on a collective basis between the parties with the negotiated outcome being collectively approved.
- 65.3. The parties agree to bargain collectively in relation to any matters whether arising from this Agreement or not including the renewal, extension, variation or renegotiation of this Agreement.
- 65.4. Should negotiations for a new Enterprise Agreement not be finalised prior to the nominal expiry date of this Agreement, the rates of pay and conditions prescribed by this Agreement will continue to be observed for all employees by the Company.

66. SAVINGS PROVISION

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

67. NO EXTRA CLAIMS PROVISION

It is a term of this Agreement that neither the Company nor employees shall pursue any extra claims during the nominal life of this Agreement.

68. JOINT CONSULTATIVE COMMITTEE (JCC)

- (a) Purpose and Scope

The Joint Consultative Committee (JCC) is to be the consultative forum and a

communication channel for all site related issues considered relevant by the employees and management.

The scope of the JCC's shall include but not be limited to:

- Implementation of the Agreement at the site;
- Discussing and monitoring proposed measures for improving productivity and performance at the site;
- Discussing and monitoring proposed changes at the site level, including changes to production, organisation, structure or technology;
- Discussing and monitoring implementation of site policies and procedures.
- Review of classification structures and career paths from time to time. In this regard, any recommendation made by the committee will be subject to the approval by the majority of employees covered by this Agreement.

(b) Employee Representation

By default all delegates of a union that is party to this agreement will be members of the joint consultative committee.

In the event there is an DWG that does not have a union delegate a employee representative is to be selected from each area and shift by a majority of employees. The employees are to organise and conduct a vote in their DWG if there are 3 or more nominations. The areas include, but are not limited to;

- Process room
- Production/Packaging
- Warehouse/Logistics
- Laboratory

Each employee representative shall be elected for a one (1) year term, after which there must be a new nomination from the work area (which may be the employee vacating the seat). Should a vacancy exist prior to the end of the term, the employees from that work area can nominate a substitute to complete the term.

Employee attendance at the meeting is considered to be work time, and paid for attendance. Meetings should be arranged taking into consideration operational requirements, appropriate rest breaks and fatigue management processes for shift workers.

Employee representatives (which includes the Union Officials covered by this Agreement) will be able to attend JCC meetings when they are invited by employees.

(c) Frequency and Protocol

JCC Meetings will be held regularly as determined by the members of the JCC, but not more frequently than bi-monthly without management approval.

Meetings of the JCC will be chaired on an alternative basis between employee and management representatives.

As far as reasonably possible, the decisions of the JCC will be made on a majority basis. Any action to introduce major workplace changes at the site which are likely to have a significant effect on employees will not be implemented until the company has consulted with the JCC.

Kyvalley Dairy site management will provide support to the JCC for the purposes of recording and distributing the minutes of each meeting as well as preparing and distributing agenda papers and organising meetings. However, nothing contained in this clause limits the right or ability of a delegate or officials of the Union distributing or publishing and material relevant to the discussions of the JCC.

69. MODEL FLEXIBILITY TERM

(1) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

(a) the agreement deals with 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 1 or more of the matters mentioned in paragraph (a); and

(c) the arrangement is genuinely agreed to by the employer and employee.

(2) The employer must ensure that the terms of the individual flexibility arrangement:

(a) are about permitted matters under section 172 of the Fair Work Act 2009 ; and

(b) are not unlawful terms under section 194 of the Fair Work Act 2009 ; and

(c) result in the employee being better off overall than the employee would be if no arrangement was made.

(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 enterprise 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.

(4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

(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.

APPENDIX A CLASSIFICATION STRUCTURE MATRIX

<i>Level</i>	<i>Comp</i>	<i>Process Operator</i>	<i>Milk Filling Operator</i>	<i>End of Line/Logistics Operator</i>	<i>Laboratory Technician</i>	<i>Flavours Room Operator</i>
Induction Period (3 months)	Skills	<ul style="list-style-type: none"> • New employee first months of service • Previous employee returning to the company until current competencies are assessed 	<ul style="list-style-type: none"> • New employee first 3 months of service • Previous employee returning to the company until current competencies are assessed 	<ul style="list-style-type: none"> • New employee first 3 months of service • Previous employee returning to the company until current competencies are assessed 	<ul style="list-style-type: none"> • New employee first 3 months of service • Previous employee returning to the company until current competencies are assessed 	<ul style="list-style-type: none"> • New employee first 3 months of service • Previous employee returning to the company until current competencies are assessed
	Training	<ul style="list-style-type: none"> • Successfully completed induction programme & Induction Assessment. • Satisfied all aspects of on-the-job training and attendance record. 	<ul style="list-style-type: none"> • Successfully completed induction programme & Induction Assessment. • Satisfied all aspects of on-the-job training and attendance record. 	<ul style="list-style-type: none"> • Successfully completed induction programme & Induction Assessment. • Satisfied all aspects of on-the-job training and attendance record. • Forklift Licence 	<ul style="list-style-type: none"> • Successfully completed induction programme & Induction Assessment. • Satisfied all aspects of on-the-job training and attendance record. 	<ul style="list-style-type: none"> • Successfully completed induction program & Induction Assessment. • Satisfied all aspects of on-the-job training and attendance record.
L1	Skills	<ul style="list-style-type: none"> • TRAINEE-Perform basic duties under supervision • OPERATOR-Competent in limited range of operator tasks without supervision 	<ul style="list-style-type: none"> • TRAINEE-Perform basic duties under supervision • OPERATOR-Competent in limited range of operator tasks with limited supervision 	<ul style="list-style-type: none"> • TRAINEE-Perform basic duties under supervision • OPERATOR-Competent in limited range of operator tasks with limited supervision 	<ul style="list-style-type: none"> • TRAINEE-Perform basic duties under supervision • LAB ASSISTANT - Basic chemical and microbiological sampling and testing • Equipment operation, media preparation, including tanker clearance. • Stock Control 	<ul style="list-style-type: none"> • TRAINEE-Perform basic duties under supervision. • OPERATOR-Competent in limited range of operator tasks with limited supervision
	Training	<ul style="list-style-type: none"> • GMP Refresher 	<ul style="list-style-type: none"> • GMP Refresher 	<ul style="list-style-type: none"> • GMP Refresher • Forklift Licence 	<ul style="list-style-type: none"> • GMP Refresher 	<ul style="list-style-type: none"> • GMP Refresher

Level	Comp	Process Operator	Milk Filling Operator	End of Line/Logistics Operator	Laboratory Technician	Flavours Room Operator
L1 +	Skills		<ul style="list-style-type: none"> • OPERATOR - Competent in the operation of equipment with limited supervision: <ul style="list-style-type: none"> - Debagger and labeller, or - Filler and Casepacker • Competent in all product tests and paperwork. • Competent in cleaning Functions within the area. 	<ul style="list-style-type: none"> • OPERATOR - Competent in a range of operator tasks with limited supervision: <ul style="list-style-type: none"> <u>Logistics</u> • Interpret and deliver dispatch plan • Perform Receival and Dispatch duties <u>End of Line</u> • End of line management, inclusive of filler duties 		<ul style="list-style-type: none"> • OPERATOR - Competent in the operation of equipment with limited supervision: <ul style="list-style-type: none"> - Debagger, labeler, and date coder, or - Flavour filler, capper, and tape machine • Competent in all product tests and paperwork. Competent in cleaning Functions within the area.
	Training		<ul style="list-style-type: none"> • KVDG Training Package & Assessment • Food Handling Certificate 	<ul style="list-style-type: none"> • KVDG Training Package & Assessment • Food Handling Certificate • Forklift Licence 		<ul style="list-style-type: none"> • KVDG Training Package & Assessment • Food Handling Certificate
L2	Skills	<ul style="list-style-type: none"> • OPERATOR - Competent in all areas with limited supervision • Milk Separator Area • Cream Thermalise Area • Load/Unload area • Export Loading • Competent in all testing • Competent in CIP Functions within the area 	<ul style="list-style-type: none"> • OPERATOR - Competent in full range of operator tasks without supervision: <ul style="list-style-type: none"> • Milk Filling (all equipment) • Competent to train others • Interpret and deliver production plan • Competent in all product tests • Competent in CIP Functions within the area • Acting Leading Hand Role Temporarily. 	<ul style="list-style-type: none"> • OPERATOR - Competent in full range of operator tasks without supervision: <ul style="list-style-type: none"> • Perform Receival and Dispatch duties without supervision • Interpret and deliver dispatch plan • Stock control/receival duties • End of line duties • Competent to train others 	<ul style="list-style-type: none"> • Laboratory Technician - Competent in full range of tasks with limited supervision: <ul style="list-style-type: none"> • Competently preform all microbiological/chemical tests. • Media Preparation and stock control. • Proficient Data entry and system maintenance, inc. MADCAP • Competent to train others. 	
	Training	<ul style="list-style-type: none"> • KVDG Training Package & Assessment • Or relevant equivalent Certificate • Pasteurisation Certificate 	<ul style="list-style-type: none"> • KVDG Training Package & Assessment • Relevant Food Processing Certificate 	<ul style="list-style-type: none"> • KVDG Training Package & Assessment • Relevant Food Processing Certificate • Forklift Licence 	<ul style="list-style-type: none"> • KVDG Training Package & Assessment • Relevant Training Certificate 	

Level	Comp	Process Operator	Milk Filling Operator	End of Line/Logistics Operator	Laboratory Technician
L2 +	Skills	<ul style="list-style-type: none"> • OPERATOR - Competent in all areas without supervision. • Milk Separator Area. • Cream Thermalise Area. • Load/Unload area, including Unity requirements. • Export Loading. • Competent in all testing. • Competent in CIP Functions within the area. • Competent WO receipting and milk build process. 	<ul style="list-style-type: none"> • SENIOR OPERATOR - Competent in the following: • Milk Filling & Coolroom tasks. • Interpret and deliver production plan. • End of line duties • Interpret and deliver dispatch plan. • Competent to train others. • Competent in all product tests & paperwork. • Competent in CIP Functions within all areas. • Can assume Leading Hand Role when required. 	<ul style="list-style-type: none"> • SENIOR OPERATOR - Competent in the following: • Perform Receiptal and Dispatch duties without supervision • Interpret and deliver dispatch plan • Stock control/receival duties • End of line duties • Competent to train others • Can assume Leading Hand Role when required. 	<ul style="list-style-type: none"> • Laboratory Technician - Competent in full range of tasks without supervision: • Competently perform all microbiological/chemical tests. • Media Preparation and stock control. • Perform all equipment calibrations, inclusive of maintenance. • Proficient Data entry and system maintenance, inc. MADCAP • Competent to train others.
	Training	<ul style="list-style-type: none"> • KVDG Training Package & Assessment • Forklift Licence • Pasteurisation Certificate 	<ul style="list-style-type: none"> • KVDG Training Package & Assessment • Relevant Food Processing Certificate • Forklift Licence 	<ul style="list-style-type: none"> • KVDG Training Package & Assessment • Certificate III Logistics or equivalent • Forklift Licence 	<ul style="list-style-type: none"> • Certificate III in Laboratory Skills or equivalent.
L3	Skills	<ul style="list-style-type: none"> • SENIOR OPERATOR - Competent in all areas with no supervision • Milk Separator Area. • Cream Thermalise Area. • Load/Unload area, including Unity requirements. • Export Loading. • Competent in all testing. • Competent in CIP Functions within the area. • Competent WO receipting and milk build process. • Can assume Supervisor duties when required, including Packing Supervision. 			<ul style="list-style-type: none"> • Senior Laboratory Technician • Competent in all areas and leads staff within the area. • Competently backfill for Laboratory Supervisor or Product Integrity when required. • Plant process knowledge, inclusive of HACCP plans and Product Specifications. • Can make decisions on product disposition.
	Training	<ul style="list-style-type: none"> • KVDG Training Package & Assessment • Relevant Food Processing Certificate • Pasteurisation Certificate • Forklift Licence 			<ul style="list-style-type: none"> • Certificate III in Laboratory Skills or equivalent. • HACCP Accredited.

Appendix B

KYVALLEY DAIRY GROUP PTY LTD 11 to 14 SHIFT 12 HOUR ROSTER ARRANGEMENTS – Fixed

1. Introduction

This Appendix to the Kyvalley Dairy Group Pty Ltd (Production and Related Employees) & United Workers Union Enterprise Agreement 2021 (the Agreement) contains the terms that will apply to the 11 to 14 shift 12 hour roster arrangements – fixed roster worked by employees at the Kyabram site.
2. Relationship to rest of the Agreement

To the extent of any inconsistency, the terms of this Appendix will take precedence over the rest of the Kyvalley Dairy Group Pty Ltd (Production and Related Employees) & United Workers Union Enterprise Agreement 2021.
3. Implementation of the 11 to 14 shift 12 hour roster arrangements – fixed roster

The following will be required for the 12 hour shift to be implemented for employees:

 - 3.1 Consultation will take place between company representatives, the employees concerned, site employee representatives (which will be the relevant union for union members) concerning the proposed flexible shift arrangement. Matters covered in this consultation will include: the number of employees involved in the proposed roster, working hours per week, notice periods for roster flexing and the duration of the shift roster.
 - 3.2 The company and the majority of employees covered by this Agreement in the work area concerned (e.g.: packing room, processing, logistics or laboratory) agree to the implementation of the 11 to 14 shift 12 hour roster arrangements – fixed roster.
 - 3.3 Interested employees with the appropriate skills in the area concerned will be treated equitably in relation to the opportunity to work the 12 hour shift arrangement.
 - 3.4 By agreement start and finish times may vary.
4. 11 to 14 shift 12 hour roster arrangements – fixed roster example
 - 4.1 These example rosters are a two week cycle. The rostered hours of work are 12 hours each day an employee is rostered to work.
 - 4.2 D = designates a 12 hour shift commencing at 6:00 am and finishing at 6:00 pm.
N = designates a 12 hour shift commencing at 6:00 pm and finishing at 6:00 am.
 - 4.3 Example of a 11 to 14 shift 12 hour Shift Roster Pattern and payment calculations:

Kyvalley Dairy Group Pty Ltd (Production and Related Employees) & United Workers Union Enterprise Agreement 2024

11 Shifts 132 hours

	Week 1							Week 2							HRS PER CYCLE	
	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday		
Shift 1	D	D	X	X	D	D	X	X	X	D	D	X	X	X		
	12	12	0	0	12	12	0	0	0	12	12	0	0	0		
Shift 2	X	X	D	D	X	X	X	D	D	X	X	D	D	X		
	0	0	12	12	0	0	0	12	12	0	0	12	12	0		
Shift 3	N	N	X	X	N	X	X	X	X	N	N	X	X	X		
	12	12	0	0	12	0	0	0	0	12	12	0	0	0		
Shift 4	X	X	N	N	X	X	X	N	N	X	X	N	X	X		
	0	0	12	12	0	0	0	12	12	0	0	12	0	0		
Total per day	24	24	24	24	24	12	0	24	24	24	24	24	12	0		
	Week 3							Week 4							HRS PER CYCLE	
	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total	Average
Shift 1	D	D	X	X	D	D	X	X	X	D	D	X	X	X		
	12	12	0	0	12	12	0	0	0	12	12	0	0	0	144	36
Shift 2	X	X	D	D	X	X	X	D	D	X	X	D	D	X		
	0	0	12	12	0	0	0	12	12	0	0	12	12	0	144	36
Shift 3	N	N	X	X	N	X	X	X	X	N	N	X	X	X		
	12	12	0	0	12	0	0	0	0	12	12	0	0	0	120	30
Shift 4	X	X	N	N	X	X	X	N	N	X	X	N	X	X		
	0	0	12	12	0	0	0	12	12	0	0	12	0	0	120	30
Total per day	24	24	24	24	24	12	0	24	24	24	24	24	12	0	132	

12 Shifts 144 hours

	Week 1							Week 2							HRS PER CYCLE	
	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday		
Shift 1	D	D	X	X	D	D	X	X	X	D	D	X	X	X		
	12	12	0	0	12	12	0	0	0	12	12	0	0	0		
Shift 2	X	X	D	D	X	X	X	D	D	X	X	D	D	X		
	0	0	12	12	0	0	0	12	12	0	0	12	12	0	144	36
Shift 3	N	N	X	X	N	N	X	X	X	N	N	X	X	X		
	12	12	0	0	12	12	0	0	0	12	12	0	0	0	144	36
Shift 4	X	X	N	N	X	X	X	N	N	X	X	N	N	X		
	0	0	12	12	0	0	0	12	12	0	0	12	12	0	144	36
Total per day	24	24	24	24	24	24	0	24	24	24	24	24	24	0	144	
	Week 3							Week 4							HRS PER CYCLE	
	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total	Average
Shift 1	D	D	X	X	D	D	X	X	X	D	D	X	X	X		
	12	12	0	0	12	12	0	0	0	12	12	0	0	0	144	36
Shift 2	X	X	D	D	X	X	X	D	D	X	X	D	D	X		
	0	0	12	12	0	0	0	12	12	0	0	12	12	0	144	36
Shift 3	N	N	X	X	N	N	X	X	X	N	N	X	X	X		
	12	12	0	0	12	12	0	0	0	12	12	0	0	0	144	36
Shift 4	X	X	N	N	X	X	X	N	N	X	X	N	N	X		
	0	0	12	12	0	0	0	12	12	0	0	12	12	0	144	36
Total per day	24	24	24	24	24	24	0	24	24	24	24	24	24	0	144	

13 Shifts 156 hours

	Week 1							Week 2							HRS PER CYCLE	
	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday		
Shift 1	D	D	X	X	D	D	D	X	X	D	D	X	X	X		
	12	12	0	0	12	12	12	0	0	12	12	0	0	0		
Shift 2	X	X	D	D	X	X	X	D	D	X	X	D	D	D		
	0	0	12	12	0	0	0	12	12	0	0	12	12	12		
Shift 3	N	N	X	X	N	N	X	X	X	N	N	X	X	X		
	12	12	0	0	12	12	0	0	0	12	12	0	0	0		
Shift 4	X	X	N	N	X	X	X	N	N	X	X	N	N	X		
	0	0	12	12	0	0	0	12	12	0	0	12	12	0		
Total per day	24	24	24	24	24	24	12	24	24	24	24	24	24	12		
	Week 3							Week 4							HRS PER CYCLE	
	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total	Average
Shift 1	D	D	X	X	D	D	D	X	X	D	D	X	X	X		
	12	12	0	0	12	12	12	0	0	12	12	0	0	0	168	42
Shift 2	X	X	D	D	X	X	X	D	D	X	X	D	D	D		
	0	0	12	12	0	0	0	12	12	0	0	12	12	12	168	42
Shift 3	N	N	X	X	N	N	X	X	X	N	N	X	X	X		
	12	12	0	0	12	12	0	0	0	12	12	0	0	0	144	36
Shift 4	X	X	N	N	X	X	X	N	N	X	X	N	N	X		
	0	0	12	12	0	0	0	12	12	0	0	12	12	0	144	36
Total per day	24	24	24	24	24	24	12	24	24	24	24	24	24	12	156	

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14 Shifts 168 hours																
	Week 1							Week 2							HRS PER CYCLE	
	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total	Average
Shift 1	D	D	X	X	D	D	D	X	X	D	D	X	X	X		
	12	12	0	0	12	12	12	0	0	12	12	0	0	0	168	42
Shift 2	X	X	D	D	X	X	X	D	D	X	X	D	D	D		
	0	0	12	12	0	0	0	12	12	0	0	12	12	12	168	42
Shift 3	N	N	X	X	N	N	N	X	X	N	N	X	X	X		
	12	12	0	0	12	12	12	0	0	12	12	0	0	0	168	42
Shift 4	X	X	N	N	X	X	X	N	N	X	X	N	N	N		
	0	0	12	12	0	0	0	12	12	0	0	12	12	12	168	42
Total per day	24	24	24	24	24	24	24	24	24	24	24	24	24	24	168	

DAY SHIFT

	Casual	11 shift permanent	12 shift permanent	13 shift permanent	14 shift permanent
Hours per week average	N/A	36	36	42	42
Roster Cycle	N/A	4 weeks	4 weeks	4 weeks	4 weeks
Annual Leave	N/A	4 weeks pro rata	4 weeks pro rata	5 weeks	5 weeks
AL Loading	N/A	17.5%	17.5%	28.96%	28.96%
Meal Breaks	Unpaid	Paid	Paid	Paid	Paid
Overtime above your shift	N/A	150% first 3 hours thereafter 200% per day	150% first 3 hours thereafter 200% per day	200% after 38 hours	200% after 38 hours
Overtime outside of the specified roster span of hours	N/A	150% first 3 hours thereafter 200% per day	150% first 3 hours thereafter 200% per day	200% after 38 hours	200% after 38 hours
Superannuation	10%	10%	10%	10%	10%
Shift loading	N/A	0%	0%	0%	0%
Personal Leave	N/A	72 hours	72 hours	84 hours	84 hours
Public Holiday	250%	250%	250%	250%	250%
Christmas Day	300%	300%	300%	300%	300%

NIGHT SHIFT

	Casual	11 shift permanent	12 shift permanent	13 shift permanent	14 shift permanent
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Hours per week average	N/A	30	36	36	42
Roster Cycle	N/A	4 weeks	4 weeks	4 weeks	4 weeks
Annual Leave	N/A	4 weeks pro rata	4 weeks pro rata	4 weeks pro rata	5 weeks
AL Loading	N/A	35.83%	36.81%	36.81%	48.33%
Meal Breaks	Unpaid	Paid	Paid	Paid	Paid
Overtime above your shift	N/A	150% first 3 hours thereafter 200% per day	150% first 3 hours thereafter 200% per day	150% first 3 hours thereafter 200% per day	200% after 38 hours
Overtime outside of the specified roster span of hours	N/A	150% first 3 hours thereafter 200% per day	150% first 3 hours thereafter 200% per day	150% first 3 hours thereafter 200% per day	200% after 38 hours
Shift loading	N/A	30%	30%	30%	30%
Personal Leave	N/A	60 hours	72 hours	72 hours	84 hours
Public Holiday	250%	250%	250%	250%	250%
Christmas Day	300%	300%	300%	300%	300%

Note – The roster is paid as worked there are no averaging of any pay weeks. Night shift is a customised roster to suit permanent full time and part time employees. Calculations in the table are representative of the rostered shifts worked, not the hours of work done by an employee as that is variable. The traditional definition of continuous and discontinuous does not apply for the application of this clause.

4.4 Example of a 11 to 13 shift 12 hour Shift Roster Pattern for the customised Roster that is applicable as at January 2017, but is only applicable at this point in time as change will occur depending on employment conditions of the staff on night shift.

4.5 Example of a Rotating day/night 12 hour Shift Roster Pattern for the customised Roster that is applicable as at July 2021, Conditions for payment are listed in the tables at 4.3 for the applicable 12 hour 12 shift pattern.

5. Overtime (Additional Hours to Extended Shift Roster)

Overtime when required to be worked outside of the duration of the nominated roster, eg, after 6pm on Friday on an 11 shift roster, will have the time required to be worked paid at normal overtime rates.

6. Public Holidays

6.1 The public holiday shift for the purpose of this clause will be defined as follows:

6.1.1 The shift that commences at 6:00 pm on the day preceding the public holiday and concludes at 6:00 am on the public holiday day, will have the time from midnight on the day of the public holiday paid at the applicable rate.

6.1.2 The shift that commences at 6:00 am on the public holiday and concludes at 6:00 pm on the public holiday; and

6.2.3 The shift that commences at 6:00 pm on the public holiday and concludes at 6:00 am on the following day, will have the time until midnight on the day of the public holiday paid at the applicable rate.

6.2.4 If an employee is rostered to work on a public holiday and is directed by the company not to work on the public holiday, he/she will be paid for the public holiday for the full rostered 12 hours at ordinary rates.

6.2.5 If an employee is rostered on to work they will not be entitled to be absent from work on a prescribed public holiday when working this prescribed roster combination unless for approved sick leave.

7. Weekend Penalties

7.1 Seven day 12 hour roster and for casuals the weekend penalties have been calculated on the basis Friday midnight to Saturday midnight @ time and ½. Saturday midnight - Sunday midnight @ double time.

7.2 The shift starting at 6.00 pm Friday is (6 hours ordinary pay with 30% loading, 6 hours midnight Friday to 6.00 am Saturday time and ½) 6.00 pm Sunday to midnight Sunday double time midnight Sunday to 6.00 am Monday ordinary time + 30% loading.

8. Rostered Days Off (RDOs)

This flexible shift arrangement does not provide for accrual of RDOs.

9. Compassionate Leave

9.1 Employees will continue to be entitled to two paid shifts on compassionate leave per occasion. The limit is 2 days paid per occasion.

9.2 The rate of pay that applies on Compassionate Leave is an employee's full extended shift wage rate, including all penalties and loadings, will be deemed to be his/her ordinary time wage rate for the purpose of determining wage entitlements had they worked the shift.

10. Jury Leave

An employee's full extended shift wage rate, including all penalties and loadings, will be deemed to be his/her ordinary time wage rate for the purpose of determining wage entitlements to be paid by the company during any period of jury service. This full entitlement will be less any payments paid by the authorities for jury service.

11. Other conditions for Casuals

Each day stands alone, with 7.6 hours per day as base normal time hours, any hour worked on any shift in excess of 7.6 is paid as overtime plus any applicable shift loading is paid on the ordinary hours. Note as shifts are not continuous there is allowance for a 0.5 hour unpaid meal break. Therefore, any time worked above 8.1 hours will attract overtime rates.

Superannuation - For Casuals superannuation is paid on all hours worked except overtime hours. Superannuation rate is paid on casual pay rate (base + 25%)

12. Attendance at Training and meetings.

Employees required to attend any Training Sessions outside normal working hours and in excess of full time hours (ie. rostered off) would be paid standard overtime rates instead of ordinary time rates as currently specified in the EBA.

13. Implementation, Change within and Termination of 11 to 14 Shift Arrangements - fixed

14.1 After agreement has been reached under sub-clause 3.2, employees will be given at least four week's notice of the intention to commence or change within the flexible shift arrangement. This notice period will be used to establish the availability of employees and to finalise shift roster rotations.

14.2 For the conclusion of a roster arrangement employees will be given at least four week's notice of the conclusion of the roster.

14.3 The new roster will begin at the start of a pay cycle and conclude at the end of a roster cycle.

14. Break between Extended Shift and 5-Day Shift

Employees on this extended shift roster (including employees providing relief coverage) returning to Monday to Friday, eight (8) hour shifts, will have a minimum of 36 hour's break between the conclusion of work on their last 12 hour shift and when they commence work on the Monday to Friday, eight (8) hour shift. Employees will not be required to work any Monday to Friday rostered work/shift that falls within this 36-hour break period and they will be paid for such shift periods at the ordinary time wage rate (non extended operations), including shift penalty and allowances, as if they had worked.

15. Twelve Hour Extended Shift Arrangement

15.1 This example roster is a sixteen week cycle. The rostered hours of work are 12 hours each day an employee is rostered to work.

15.2 D = designates a 12 hour shift commencing at 6:00 am and finishing at 6:00 pm.
N = designates a 12 hour shift commencing at 6:00 pm and finishing at 6:00 am.

15.3 The following 12 hour shift roster will be four on and four off and an equal number of day and night shifts will apply:

Example 12 hour Shift Roster (weekly average of 42 hours including 4 hours Overtime)

Hours Worked

	Mon	Tue	Wed	Thu	Fri	Sat	Sun		
Week 1	D	D	D	D				48hrs	
Week 2		N	N	N	N			48hrs	
Week 3			D	D	D	D		48hrs	
Week 4				N	N	N	N	48hrs	
Week 5					D	D	D	36hrs	
Week 6	D					N	N	36hrs	
Week 7	N	N					D	36hrs	
Week 8	D	D	D					36hrs	
							Total	336 hrs	42hrs Average

Hours Worked

	Mon	Tue	Wed	Thu	Fri	Sat	Sun		
Week 9	N	N	N	N				48hrs	
Week 10		D	D	D	D			48hrs	
Week 11			N	N	N	N		48hrs	
Week 12				D	D	D	D	48hrs	
Week 13					N	N	N	36hrs	
Week 14	N					D	D	36hrs	
Week 15	D	D					N	36hrs	
Week 16	N	N	N					36hrs	
							Total	336 hrs	42hrs Average

Processing & Laboratory – These shifts are currently being paid at 10.85 hours at ordinary time and 1.15 hours at 200% with Super. Leave will be accrued on the full 12 hours. Applicable rate for Night and weekends will apply.

Extra Overtime Shift – This is the pure overtime shift worked outside of the employee’s rostered hours for employees on the 12 hours 14 shift roster.

15.4 Casual on the 12-hour shift to be paid as follows:

- a. The 12 hours is broken down into 7.6 hours, 3 hours OT @ 150% and 0.9 hours OT at 200%.

- b. The first 7.6 hours worked is a normal base rate plus the 25% casual loading. Then 3 hours at OT 150% and then 0.9 hours at OT 200%
- c. If they work a night shift the 130% is applied to this total rate for the breakdown on the 7.6, 3 and 0.9.
- d. If they work a Saturday, the shift is 150% applied to this total rate for the breakdown on the 7.6, 3 and 0.9.
- e. If they work a Sunday, the shift is 200% applied to this total rate for the breakdown on the 7.6, 3 and 0.9.
- f. Please see below an example of this:

CASUALS - 12 HOUR ROSTER (HOURLY RATE SPLIT)

Permanent	Casual	7.6	3	0.9
\$20	\$25=\$20*1.25			
Weekday	100%	\$25.00	\$37.50	\$50.00
Night Shift	130%	\$32.50	\$37.50	\$50.00
Saturday	150%	\$37.50	\$37.50	\$50.00
Sunday	200%	\$50.00	\$50.00	\$50.00
Public Holiday	250%	\$62.50	\$62.50	\$62.50

Permanent	Casual	7.6	3	0.9
\$20	\$25=\$20*1.25			
Weekday	100%	125.00%	187.50%	250.00%
Night Shift	130%	162.50%	187.50%	250.00%
Saturday	150%	187.50%	187.50%	250.00%
Sunday	200%	250.00%	250.00%	250.00%
Public Holiday	250%	312.50%	312.50%	312.50%

15.5 The non-continuous shift clause at 24.3.3 of the EBA, are not applicable to casual employees.

Appendix C

There are 2 Staff members who have held their full-time status with the change in shift structure down to the 11 shifts 132-hour roster to preserve the 38 hours per week with the addition of an 8 hour make up shift per 4 weeks. To average 38 hours over a 4-week cycle.

Courtney Andrews,
Jane Clark,

There are 2 Staff members who have held their Permanent part time status with the change in shift structure down to the 11 shifts 132-hour roster to preserve the 36 hours per week.

David Hobbs
Anthony Cardilini

1. SIGNATORIES



DATE 03/10/2024

Mel Gatfield - Director

UNITED WORKERS UNION

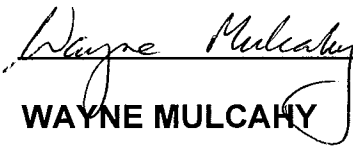
Address: 833 Bourke Street, Docklands Vic 3008



DATE 03/10/2024

Witness: Jenny Burgoyne - Paralegal

Address: 833 Bourke Street, Docklands Vic 3008



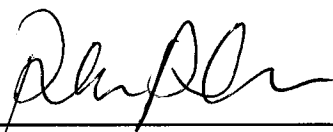
DATE: 3/10/2024

WAYNE MULCAHY

DIRECTOR

KYVALLEY DAIRY GROUP

Address: 7 Slattery Rd Kyabram VIC 3620



DATE 3/10/2024

Witness: DEANNE PORCH

Address: 157 Fenaughty Street Kyabram VIC 3620