



Unilever Australia Trading Ltd,
(trading as Streets Ice Cream, Minto)
Enterprise Agreement 2024

TABLE OF CONTENTS

TABLE OF CONTENTS.....	2
TITLE	4
1 AIMS OF THE AGREEMENT	4
2 SCOPE, APPLICATION & PARTIES BOUND.....	4
3 CONSULTATION	6
4 WORKPLACE FLEXIBILITY	7
5 EMPLOYMENT STATUS	8
6 PAYMENT OF SALARIES	10
7 TERMINATION OF EMPLOYMENT.....	10
8 OVERTIME	11
9 MEAL BREAKS	13
10 MEAL ALLOWANCE.....	13
11 CALL IN FOR 12 HOUR SHIFT WORKERS	13
12 SHIFT PATTERNS	15
13 REDUNDANCY.....	17
14 CLASSIFICATION STRUCTURE.....	20
15 WAGES, PENALTIES AND ALLOWANCES	20
16 LEAVE.....	25
17 SITE POLICIES.....	31
18 MAINTENANCE CONTRACTORS.....	32
19 LABOUR HIRE AGENCIES.....	32
20 DISPUTE SETTLING PROCEDURE	33
21 GRIEVANCE PROCEDURE	33
22 MAINTENANCE OF PLANT DURING STOPPAGES	33
23 UNION DELEGATES	33
24 UNION ORGANISER PROTOCOL.....	36
25 DISCIPLINARY PROCEDURE	36
26 SUPERANNUATION	39
27 SALARY SACRIFICE	39
28 INCOME PROTECTION	40
APPENDIX A – CLASSIFICATIONS, TRAINING AND CAREER PATH	41
APPENDIX B – SHIFT SWAP	49
APPENDIX C – MAJOR MAINTENANCE AND PROJECT WORK CLAUSE for Maintenance and Production Employees	50
APPENDIX D – APPRENTICE EMPLOYMENT CONDITIONS	51
APPENDIX E – MANNING LEVEL GUIDELINES	52

APPENDIX F – PUBLIC HOLIDAY ARRANGEMENTS: MINTO SERVICES TECHNICIANS 54
SIGNATURES

TITLE

This Agreement will be known as the Unilever Australia Trading Ltd, (trading as Streets Ice Cream, Minto) Enterprise Agreement 2024 (the Agreement).

1 AIMS OF THE AGREEMENT

The aim of this Agreement is to ensure the manufacture of internationally competitive, quality products, produced efficiently, within a safe and satisfying work environment. The intention of the parties is to build a partnership for the future success of the plant and to ensure a viable Ice Cream business in the future.

The Company is an Equal Employee Opportunity Employer, and as such it will foster a spirit where Employees treat each other with respect and dignity. All Employees have the right to work in an environment that is free of Discrimination, Bullying and Harassment.

This Agreement contains an integrated classification structure, training provisions and employment conditions, which will allow for the development of career opportunities. These opportunities are based on training and a flexible approach to work organisation. It is recognised that there will be no internal demarcations in existence.

Unilever's ethical standards and policies are documented in the Company's Code of Business Principles. The principles include provisions which ensure Employee benefits and entitlements and redundancy payments meet or exceed the legal minimum standards and industry standards.

Continuous improvement in all areas is critical to the success of the site. The parties have an ongoing commitment to Continuous Improvement.

Employees will be trained in the skills necessary to operate in a co-operative environment. All Employees will be trained in Continuous Improvement skills and be given the opportunity to practise such skills.

2 SCOPE, APPLICATION & PARTIES BOUND

2.1 This Enterprise Agreement will be binding on the following Parties;

- 2.1.1 Unilever Australia Trading Ltd, (trading as Streets Ice Cream, Minto) (the **Employer**),
- 2.1.2 The Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union (**AMWU**)
- 2.1.3 All Employees who are employed under the Classifications in Appendix A of the Agreement (the **Employee(s)**).

2.2 Duration of Agreement

This agreement will take effect 7 days from the date of approval by the Fair Work Commission (FWC) and will expire on 31st October 2027.

2.3 Renegotiation

- 2.3.1 It is the intention of the parties to commence negotiations no later than 6 months prior to the expiry of this Agreement for an agreement to replace it.
- 2.3.2 The parties agree that there will be no use of individual statutory contracts during the life of this agreement.

2.4 No Extra Claims

The parties agree that for the term of this Agreement no extra claims will be made with respect to the terms and conditions of employment for the Employees bound by this Agreement.

2.5 Definitions

For the purposes of this Agreement unless a contrary intention is specified:

“**Awards**” means the Manufacturing and Associated Industries and Occupations Award 2020 and the Food, Beverage and Tobacco Manufacturing Award 2020.

“**Company**” and “**Employer**” mean “Unilever Australia Trading Ltd, (trading as Streets Ice Cream, Minto)”

“**the Act**” means the *Fair Work Act 2009 (Cth)*”

“**Immediate family member**” means a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of an Employee; or a child, parent, grandparent, grandchild or sibling of the Employee’s spouse or de facto partner

“**Parties**” means the Company and the Union

“**Summer**” or “**summer period**” generally means the first full pay period commencing on or around 1 August to on or around 31 March of the following year and “**Winter**” or “**winter period**” generally means the first full pay period commencing on or around 1 April to 31 July each year. These dates may be varied by the Company on the basis of operational requirements.

“**Union**” means the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, also known as the Australian Manufacturing Workers Union (AMWU)

2.6 Relationship to the Modern Awards and the National Employment Standards (NES)

- 2.6.1 To the extent that there is an inconsistency between this Agreement and the Awards then the provisions of this Agreement will apply. Where this Agreement is silent then the relevant Award(s) will apply. Where this Agreement is silent and where the Award(s) differ on conditions, the industrial parties will resolve the issues and add into the Agreement at its next review.
- 2.6.2 Notwithstanding 2.6.1, the Allowances contained in this Agreement apply to the exclusion of all allowances (monetary or expense related) contained in the Awards, on the basis that the agreed rates of pay and benefits contained in the Agreement are inclusive of such allowances.
- 2.6.3 This Agreement will be read and interpreted in conjunction with the NES. Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit to the Employee, the NES provision will apply to the extent of the inconsistency.

There will be no use of facilitative provisions during the life of the Agreement without the agreement of the parties.

3 CONSULTATION

3.1 Consultations on major changes in the business, Rostering and Ordinary Hours of Work

3.2 When the Employer makes an interim decision regarding:

3.2.1 major changes that are likely to entail terminations or have a significant effect on Employees covered by this Agreement; or

3.2.2 changes to regular rostering or ordinary hours of work;

the Employer must genuinely consult affected Employees and the union covered by this Agreement, and any other representative of Employees nominated by any affected Employee, as early as possible on, inter alia, the introduction of such changes, the effects they are likely to have and the measures for averting or mitigating the adverse effects of such changes.

3.3 To enable the Union and any other representatives to participate effectively in the consultations referred to in this clause the employer must supply them in good time with all relevant information in writing on the changes contemplated and the effects they are likely to have. The Employer must consider all Union requests for information. Information may be provided to Union representatives on a confidential basis where appropriate.

3.4 The Employer must also when complying with this clause invite affected Employees and the Union to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities) and give prompt and genuine consideration to the views of Employees and the Union about the impact of the change and Employee or Union suggested ways to mitigate the adverse effects of the change. This must be completed before any final decision.

3.5 The Employer must act in good faith in relation to the consultation process provided in this clause.

3.6 In this clause:

‘good faith’ includes obligations to meet, disclose relevant information, genuinely consider proposals, respond to proposals, provide reasons, and to refrain from capricious or unfair conduct that undermines consultation.

‘a major change is likely to have a significant effect on Employees’ if it results in:

3.6.1 The termination of employment of Employees; or

3.6.2 Change to the composition, operation or size of the employer’s workforce or to the skills required of Employees; or

3.6.3 The elimination or diminution of job opportunities (including opportunities for promotion or tenure); or

3.6.4 The alteration of hours of work; or

3.6.5 The need to retrain Employees; or

3.6.6 The need to relocate Employees to another workplace; or

3.6.7 The restructuring of jobs; or

3.6.8 Changes to the legal or operational structure of the employer or business.

- 3.7 The requirement to consult regarding contemplated changes to regular rostering or ordinary hours of work is in addition to the requirements to reach agreement with Employees contained elsewhere in the Awards or this Agreement.
- 3.8 The measures which must be considered with a view to averting or minimising adverse effects must include, inter alia, restriction of hiring, spreading the workforce reduction over a certain period of time to permit natural reduction of the workforce, internal transfers, training and retraining, voluntary early retirement with appropriate income protection, restriction of overtime and reduction of normal hours of work, as well as any other measure proposed by Employees, unions or other Employee representatives.

3.9 Disputes

For the avoidance of doubt, a dispute over the application of this clause may be resolved using the dispute resolution procedure of this Agreement in Clause 20.

4 WORKPLACE FLEXIBILITY

- 4.1 The terms of this clause will apply in relation to the implementation of the facilitative provisions contained in this Agreement and the implementation of workplace flexibility arrangements for Employees covered by this Agreement. The terms of sub-clause 4.3 are the “Flexibility Term” applicable to the Employees covered by this Agreement for the purpose of section 202 of the Fair Work Act 2009 (the Act).
- 4.2 Changes to hours of work arrangements for Awards Employees covered by this Agreement may be made by agreement between the Company and the majority of the respective Award group of Employees. The following terms apply in relation to such changes to hours of work arrangements:
- 4.2.1 Such changes to the hours of work may include:
- a) Ordinary time shifts of work that have a duration of more than eight hours;
 - b) The starting and finishing times for shifts of work; and
 - c) For Employees covered by the Manufacturing and Associated Industries and Occupations Award, Shifts of work that cover more than a five day, Monday to Friday, period, and may include either Saturday or Sunday or both.
- 4.2.2 Any change made in accordance with clauses 4.2 and 4.2.1, will respect established site arrangements in relation to Employee entitlements, including penalty rate entitlements, and Employees will be better off overall as a result of the change.
- 4.2.3 The Union will be fully consulted in the process of developing and considering any proposals for hours of work changes in accordance with the terms of clause 4.2 and the sub-clauses of this clause. The Union will be able to consult members in relation to such proposals.

4.3 Individual Flexibility Arrangement

- 4.3.1 Notwithstanding the terms of clauses 4.1 & 4.2, the terms in clause 4.3.5 of the Agreement may be varied by an individual flexibility arrangement that is genuinely agreed by the Employer and an Employee. The extent to which they can be varied is set out in clause 4.3.5 and Appendix D.

- 4.3.2 The Employer must ensure that any individual flexibility arrangement entered into under this term will result in the Employee being better off overall than the Employee would have been if no individual flexibility arrangement was made.
- 4.3.3 The Employer must ensure that any individual flexibility arrangement made under this term:
- a) Must be in writing and signed by the Employer and Employee, and if the Employee is under 18, by a parent or guardian of the Employee;
 - b) can be terminated by either party by giving written notice of not more than 28 days;
 - c) can be terminated at any time by the parties if they agree; and
 - d) that a copy of the individual flexibility arrangement must be given to the Employee within 14 days after it is made.
- 4.3.4 Except for the requirement for Employees under 18 in clause 4.3.3(a), the Employer must ensure that any individual flexibility arrangement made by an Employer and an Employee under this term does not require the approval or consent of another person.
- 4.3.5 The terms that may be subject to an individual flexibility arrangement are:
- a) The self relieving in teams to cover short absences wherever operationally possible;
 - b) Employees may access hours accrued in Public Holiday bank at a time agreed by the employer and Employee;
 - c) In the Manufacturing & Associated Industries and Occupations Award the Employer and an Employee may agree to an Employee taking annual leave in more than four separate periods including up to a maximum of 10 single days;
 - d) Employees may move off their shift pattern by moving from night to days in the same rotation, by mutual agreement with their manager in accordance with Clause 12 of this agreement; and
 - e) Employees who work part-time may establish their rosters by mutual agreement with their manager in accordance with Clause 5.1.2.

5 EMPLOYMENT STATUS

DEFINITIONS

5.1 Permanent Employees

Permanent full time and part time Employees will be employed on a fortnightly basis.

- 5.1.1 **Full time:** Employees who work an average of a 38 hour week plus reasonable additional hours over the fortnight. For the avoidance of doubt, permanent Employees who work an average above 38 hours per week over the year are full time Employees.

- 5.1.2 **Part Time:** An Employee may be engaged to work on a part-time basis involving a regular pattern of hours which average less than 38 ordinary hours per week. Such rosters will be established with the agreement of the Employees concerned. A part-time Employee must be engaged and paid for a minimum of 8 consecutive hours per day or shift. These Employees may accept additional shifts at ordinary rates up to an average of 38 hours per week. These Employees will be paid at the hourly rate appropriate to the Employee's classification and the associated shift penalties as shown in Clause 15.
- 5.1.3 **Permanent Seasonal Employees:** Permanent Seasonal Employees are part time Employees who work the summer period and reduce to one shift per week during the winter period. These Employees may accept additional shifts during the winter period at ordinary rates up to an average of 36 hours per week. Applicable overtime rates as per Clause 8 and shift penalties as per Clause 15.3 apply to these Employees.

5.2 Fixed Term Employees

- 5.2.1 Fixed term Employees will be utilised to cover seasonal peaks or replace a permanent Employee on Parental leave, Workers Compensation, USCP (salary continuance), career breaks, leave or the backfilling of an internal secondment for a fixed term. The Company will notify the Employees concerned of the term of employment at the time of engagement. The employment period may be extended by agreement with the Employee if the absence of the Employee they are replacing continues for longer than initially envisaged.
- 5.2.2 Fixed term contracts will be for a duration of not less than 1 month and generally not more than 12 months. Fixed term contracts for seasonal peaks will be for a duration not exceeding 8 months and not less than 1 month.
- 5.2.3 Fixed term Employees will be paid at the rate of pay for their classification. They will receive the relevant pro rata leave entitlements.
- 5.2.4 Fixed term employment will not be used to engage and re-engage on a continuing basis Employees who could otherwise be provided with permanent employment.

5.3 Casuals

- 5.3.1 A casual Employee is an Employee who accepts an offer of employment that makes no firm advance commitment to continuing and indefinite work according to an agreed pattern of work.
- 5.3.2 Casual Employees are paid an hourly rate and can work up to 12 ordinary hours per workday or 38 ordinary hours in any week. There is no minimum number of workdays. These Employees will be paid a casual loading of **25** per cent, on top of their equivalent base hourly rate and appropriate shift penalty for the shift(s) worked. Casual Employees will be engaged for a minimum period of 4 hours to cover planned and unplanned leave and irregular or intermittently occurring work which cannot otherwise be covered by any of the other forms of employment status contained in this clause. In each case, letters of offer and contracts of employment will specify the employment status at recruitment.

- 5.3.3 Whilst it is the Company's intention to minimise the need for casuals, there may be occasions where there will be a need to utilise casual labour. The parties agree to the use of casual Employees to benefit the site by enabling the Company to utilise skilled full-time Employees in production, improve the flexibility of the workforce, achieve planning targets and cover periods of planned or unplanned absences. The use of casuals will be restricted to the ICM 1 classification and is to provide improved flexibility for short term requirements. In the exception that there is a casual that maintains the previously acquired Streets skills to operate at a higher level, may be used at this level. This will not limit an existing or previous Employee from having an opportunity to take up casual employment, if they so choose. Casuals will be paid at the role they are engaged for.
- 5.3.4 **Casual conversion:** casual conversion is provided for and will be governed by the NES. Under this Agreement a casual Employee need only have 6 months of employment before being eligible for consideration to convert to full-time or part-time employment (whatever the case may be) .

6 PAYMENT OF SALARIES

- 6.1 Payment of wages for full time and part time will be fortnightly in arrears. Casual Employees will be paid weekly. Payment will be via electronic funds transfer and the Employee may nominate a second account for a standard deduction. The Company will provide facilities for approved deductions to be made from an Employee's account.
- 6.2 Each pay period the Company will supply each Employee with a pay slip showing the payment to which the Employee is entitled, the amount of deductions made and the net amount of wages due to the Employee.
- 6.3 In the event of hardship due to the failure of Electronic Funds Transfer, the Company will, in the short term, provide alternative monetary relief.
- 6.4 Where the Employees ordinary wages have not been processed as a result of internal errors, the pay office will upon notification and investigation, complete a "desk bank" transferring the funds to the Employees account or alternative arrangements. This will be done as soon as possible but will not be more than 36 hours. This clause is not applicable for delays as a result of late notification by the Employee, nor is it applicable for delays outside the Company's control (e.g. Bank errors), nor does it apply to extra ordinary payments such as overtime, accrual payouts.
- 6.5 Any discrepancies or errors in the payment of Employee's ordinary wages that are the fault of the Company will be rectified within 36 hours of being notified unless otherwise agreed. Where the matter has not been rectified within 36 hours the Employee will be paid overtime rates in accordance with this agreement until the payment is made.
- 6.6 Any discrepancies or errors in the payment of extra ordinary payments shall be rectified in the next pay run.

7 TERMINATION OF EMPLOYMENT

- 7.1 In order to terminate the employment of a permanent full time or part time Employee the Company will give to the Employee 1 month notice or 5 weeks if over 45 years of age. The Company may choose to pay out the notice period.

- 7.2 The period of notice in clause 7.1 shall not apply in the following circumstances:
- 7.2.1 in the case of summary dismissal due to incidents including but not limited to, serious misconduct, physical abuse, fighting, fraud or safety breaches; and/or
 - 7.2.2 in the case of casual Employees, apprentices, or Employees engaged for a specific period of time or for a specific task or tasks.
- 7.3 The notice of termination required to be given by an Employee shall be the same, as that required of the Employer (1 month) or 5 weeks if over 45 years of age.
- 7.4 If an Employee fails to give notice the Employer shall have the right to withhold monies due to the Employee with a maximum amount equal to the ordinary time rate of pay for the period of notice.
- 7.5 If requested by an Employee, the Employer shall provide to any terminated Employee a written statement specifying the period of employment and the classification of the Employee.
- 7.6 **Abandonment of Employment**
- 7.6.1 If an Employee fails to attend work for more than 3 working days or shifts in a row without notification or explanation, the Company may deem that the Employee has abandoned their employment but will only do so after genuine and reasonable attempts to contact the Employee has occurred.
 - 7.6.2 After consultation with a Union delegate, and following genuine and reasonable attempts to contact the Employee, the Company has been unable to make contact with the Employee, the Company may deem the Employee has abandoned their employment and their employment may be terminated by the Company on that basis.

8 OVERTIME

- 8.1 An Employee may be required to work reasonable overtime from time to time.
- 8.2 In determining whether overtime hours are reasonable or unreasonable for the purpose of this clause, the following considerations should be taken into account, including but not limited to:
- 8.2.1 any risk to Employee health and safety from working the additional hours;
 - 8.2.2 the Employee's personal circumstances, including family responsibilities; and
 - 8.2.3 the needs of the workplace.
- 8.3 All overtime must be authorised by the appropriate manager or supervisor prior to the Employee commencing the overtime and must be in consideration of the Unilever Overtime Policy.
- 8.4 For all overtime work the rate of pay will be double time.
- 8.5 Rest Period After Overtime – When overtime work is necessary it will wherever reasonably practicable, be so arranged that the Employees have at least ten consecutive hours off duty between the work of successive days.

- 8.6 An Employee (other than a casual Employee) who works overtime must have at least 10 hours off in between finishing one shift and starting the next. If on the instruction of the Company such an Employee resumes or continues work without having had such ten consecutive hours off duty they will be paid at double rates until released from duty for such period. The Employee will be entitled to be absent until they have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 8.7 Employees working 12-hour shifts are not required to work prior to, or immediately after their ordinary shift.
- 8.8 Overtime preferences
- 8.8.1 The following are guidelines to ensure that overtime is shared equally across the shifts. The shift that is given first preference for overtime will be as per the below ready reckoner.

Week		Mon	Tue	Wed	Thu	Fri	Sat	Sun
1	Day	A	A	A	C	C	C	
	OT preference	C	C	C	D/WC	B	B	
	Night	B	B	B	A	D/WC	D/WC	D/WC
	OT preference	C	C	D/WC	B	B/A	B/A	C/A
2	Day	B	B	B	A	A	A	
	OT preference	A	A	A	D/WC	C	C	
	Night	C	C	C	B	D/WC	D/WC	D/WC
	OT preference	A	A	D/WC	C	C/B	C/B	A/B
3	Day	C	C	C	B	B	B	
	OT preference	B	B	B	D/WC	A	A	
	Night	A	A	A	C	D/WC	D/WC	D/WC
	OT preference	B	B	D/WC	A	A/B	A/B	B/C

- 8.8.2 If Employees have received training for other locations then they can be considered for overtime shifts on other locations other than their home location. Other locations may also include packing.
- 8.8.3 During the winter roster, Permanent Seasonal Employees will be given first option to work additional shifts at an ordinary rate up to 36 hours average per week. Any hours over 36 hours average are overtime and would be allocated as per the Overtime shift preferences.
- 8.9 Pre arranged overtime shifts:
- 8.9.1 Once the relevant site leader has approved overtime, the shift that overtime is required for is written in the overtime book. The shift supervisor of the first preference shift will then approach the line that overtime is required for and request the shifts to be filled. If the shifts are not filled by the first preference shift then the second preference of the line required for overtime will be given the opportunity to fill the shifts.
- 8.10 Call in overtime shifts:
- 8.10.1 Once the relevant shift leader has approved the overtime shift, the shift supervisor will use the call out listing and start from the top of the list and keep calling until an Employee accepts the overtime shift. A note is made next to each Employee's name stating one of the following:

Date called	A	=	Accepted overtime shift
	B	=	Contacted but not available for the overtime shift
	C	=	Not able to be contacted

- 8.10.2 If there is an answering machine message, the shift supervisor will leave a message that they were trying to contact someone for overtime. The shift supervisor then moves onto the next person on the list. If the Employee calls back before the shift supervisor has filled the overtime shift, then the Employee can accept the overtime shift.
- 8.10.3 For the next overtime shift that is required to be filled, the shift supervisor will start from name after the last person who accepted overtime and keep moving through the list until an Employee accepts the overtime shift.
- 8.11 For all overtime shifts, the following Employees will be excluded:
- 8.11.1 Employees who have had an unexplained absence, leave without pay or have not provided a medical certificate for an absence during the previous rotation; or
- 8.11.2 Employees that have been counselled for excessive absenteeism.
- 8.12 If an Employee who has a worker's compensation claim is certified fit for restricted duties only then they will not be entitled to work overtime unless they provide a medical certificate stating that their condition will not worsen by working overtime. Employees who have returned to pre-injury duties after sustaining a substantial injury will be excluded from overtime for a period of 1 month unless they provide a medical certificate stating that their condition will not be aggravated by working overtime.

9 MEAL BREAKS

- 9.1 Employees working the 12 hour shift pattern will have three paid breaks. The breaks will be of 30-minute duration including clothing change time and commence from the time the Employee leaves their operational work area until they return. Breaks will be staggered throughout the 12 hour shift. The second and third breaks will not be taken within two hours of the previous break.
- 9.2 Employees will have access to personal breaks throughout the shift. Employees must advise their Line Co-ordinator wherever possible that they are leaving their line or area to take a personal break.

10 MEAL ALLOWANCE

- 10.1 Where a 12-hour Employee has been given less than 24 hours' notice to work an overtime shift, then the Employee is entitled to a meal allowance of \$25.00.

11 CALL IN FOR 12 HOUR SHIFT WORKERS

- 11.1 General
- 11.1.1 12-hour shift Employees who report for approved overtime, but whose overtime has been cancelled outside the required cancellation timeframe will receive a minimum payment of 4 hours at the overtime rate.

11.1.2 The duration of any overtime will be specified in advance by the supervisor/manager approving the overtime. Employees who commence an overtime shift, but are not required for the full shift will be provided with a minimum of four hours work.

11.1.3 The notice period for the cancellation of a scheduled overtime shift will be eight (8) hours.

11.2 Non Production Shift On Call – Public Holidays

11.2.1 Due to the sensitive nature of the plant, during public holiday non-production shifts there will be a requirement for relevant maintenance personnel to attend emergency breakdowns.

11.2.2 In the event that a public holiday production shift is rostered, overtime will be offered to an electrician, fitter and refrigeration / operator. In the event this is not possible, the On Call system is maintained for that production shift.

11.2.3 Details are as follows: Service Technicians/ Refrigerator Operators

- a) To provide Emergency breakdown coverage on Public Holidays, the service technicians/ refrigerator operators will self-manage availability to attend the site. This may be achieved by having the tradesman available for an entire weekend, or divided up and shared amongst each of the tradesmen required.
- b) Arrangements will need to be made where leave or other absences / emergencies prevent individuals from being available, the responsibility will lie with the service technicians / refrigerator operators rostered, to arrange cover.
- c) The trades responsible for the shift may seek assistance from management where no practical solution can be arranged. Electricians to be on call for public holidays will be organised by management.
- d) Notification of which electrician/ service technician/ refrigerator operator to be contacted will be posted prior to the public holiday in a suitable location.
- e) When on call, the individual must ensure they are contactable at all times they are rostered on call.
- f) If an Employee who is rostered on call is uncontactable or unable to attend, they will forfeit the stand by fee for that shift.
- g) If an Employee continues to be uncontactable or unable to attend on rostered on call shifts without reasonable explanation, disciplinary action as per Clause 25 may occur.
- h) Payment for being on standby during Public Holiday Shifts will be \$200 per shift.
- i) A minimum 4 hours OT will be paid to the attending electrician/ service technician/ refrigerator operator per call in, unless the call in occurs on a Public Holiday – where a minimum of 4 hours at treble time will be paid.
- j) Attendance will be task based and reactive only and in response to breakdowns. The On call system will not be used to perform preventative or proactive maintenance.
- k) Rest Period conditions as per Clause 8 will apply.

12 SHIFT PATTERNS

12.1 The following shift patterns reflect the arrangements at the commencement of this Agreement for Production crews:

12.2 Roster 1- ABC 10 shifts all year-round and D Shift 3 shifts all year-round

Week		Mon	Tue	Wed	Thu	Fri	Sat	Sun	A	B	C	D/E
1	Day	A	A	A	B	B	B	MTC	36.51	36.51		
	Night	C	C	C	A	D	D	D	12.17		36.51	36.51
2	Day	C	C	C	A	A	A	MTC	36.51		36.51	
	Night	B	B	B	C	D	D	D		36.51	12.17	36.51
3	Day	B	B	B	C	C	C	MTC		36.51	36.51	
	Night	A	A	A	B	D	D	D	36.51	12.17		36.51
Avg Weekly									40.57	40.57	40.57	36.51

12.3 Roster 2- ABC Summer/Winter and Weekend Crew

12.3.1 Summer

Week		Mon	Tue	Wed	Thu	Fri	Sat	Sun	A	B	C	WC
1	Day	A	A	A	B	B	B	MTC	36.51	36.51		
	Night	C	C	C	A	WC	WC	WC	12.17		36.51	36.51
2	Day	C	C	C	A	A	A	MTC	36.51		36.51	
	Night	B	B	B	C	WC	WC	WC		36.51	12.17	36.51
3	Day	B	B	B	C	C	C	MTC		36.51	36.51	
	Night	A	A	A	B	WC	WC	WC	36.51	12.17		36.51
Avg Weekly									40.57	40.57	40.57	36.51

12.3.2 Winter

Week		Mon	Tue	Wed	Thu	Fri	Sat	Sun	A	B	C	WC
1	Day	A	A	A	B	B			36.51	24.34		
	Night	C	C	C	A	MTC			12.17		36.51	
2	Day	C	C	C	A	A			24.34		36.51	
	Night	B	B	B	C	MTC				36.51	12.17	
3	Day	B	B	B	C	C				36.51	24.34	
	Night	A	A	A	B	MTC			36.51	12.17		0
Avg Weekly									36.51	36.51	36.51	0

12.4 The following shift pattern reflects the arrangements at the commencement of this Agreement for Maintenance 24/7 crews.

Week	M	T	W	T	F	S	S
1	Day	Day	Night	Night			
2			Day	Day	Night	Night	Night
3					Day	Day	Day
4	Night	Night					

12.5 The following shift pattern reflects the arrangements for Preventative Maintenance Fitters (PM Fitters) as at the commencement of this Agreement.

Day Shift - F

Mon	Tues	Wed	Thurs	Fri	Sat	Sun
		9.5	9.5			9.5
9.5	9.5			9.5	9.5	9.5

Day Shift - G

Mon	Tues	Wed	Thurs	Fri	Sat	Sun
9.5	9.5	9.5			9.5	9.5
		9.5	9.5			9.5

- 12.6 Shift patterns can only be changed with the agreement of the parties and a majority agreement of Employees.
- 12.7 An important element of a continuous, efficient manufacturing operation will be a smooth handover between shifts. Recognition of the time taken to achieve this has been built into salary levels. The handover is at least 10 minutes prior to commencement of shift, at the relevant work location.
- 12.8 The start and finish of a shift work is counted from registration on the time in attendance system at the entrance of the production area, maintenance workshop and any other workplaces.
- 12.9 All the breaks must also be registered by the site time in attendance system when moving out of and into the production area, maintenance workshop and any other workplaces.

12.10 Shift transfer

- 12.10.1 Shift transfer between the relevant crews of the same shift pattern may occur after consultation with a view to reach agreement.
- 12.10.2 If agreement cannot be reached then seven days notice will be given. Any grievance will be processed through the dispute procedure.
- 12.10.3 Shift transfer to a different shift pattern is by agreement.

12.11 Daylight saving

- 12.11.1 For the avoidance of doubt, when an Employee works on a shift that coincides with changes to daylight saving the Employee will receive payment for the hours worked i.e. when the clocks go back one hour they would be paid for the additional hour (13 hours) and when the clocks go forward they would lose an hour in the shift (11 hours).
- 12.11.2 For the purpose of installation & commissioning of new plant & equipment, shutdowns, training and off site visits – where all avenues have been explored and it is determined that it is not possible to carry out these activities on a normal rostered shift, Employees may move off their shift pattern, by mutual agreement with their manager. There will be no loss of pay for this arrangement. See Appendix D for more details.
- 12.11.3 Any other proposed changes to shift patterns (except as outlined at clauses 12.5 and 12.9), must be processed through the delegates committee and will require adequate notice.

13 REDUNDANCY

13.1 Definitions

- 13.1.1 A job becomes redundant when the Employer no longer desires to have it performed by anybody, other than by the ordinary and customary turnover of labour.
- 13.1.2 Redundancy may be caused by technological change, Company merger, take over or reconstruction of the business, or economic recession.

13.2 Discussions Before Termination

- 13.2.1 Where the Employer has made a definite decision that Employees will be made redundant and that decision may lead to termination of employment, the Employer will hold discussions with the Employees directly affected and with their Union.
- 13.2.2 The discussions will take place as soon as is practicable after the Employer has made a definite decision which will invoke the provision of this clause and will cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations on the Employees concerned.
- 13.2.3 For the purpose of the discussion the Employer will, as soon as practicable, provide in writing to the Employees concerned and their Union, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of Employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out. Provided that the Employer will not be required to disclose confidential information the disclosure of which would be inimical to the Employer's interests.

13.3 Selection Process - Redundancies will be implemented in the following manner:

- 13.3.1 The Company will identify the redundant positions, and call for applications for voluntary redundancy from all Employees in comparable classifications across all shifts.
- 13.3.2 If the number of applicants is less or equal to the number of redundant positions, the Company must accept all applicants.
- 13.3.3 If the number of applicants is greater than the number of redundant positions, the process set out in clause 13.3.5 will be used to choose between the applicants. The Company must ultimately use the applicant pool to satisfy the need for redundancies.
- 13.3.4 If there are insufficient applicants, the Company must first explore and exhaust all alternative steps to avoid involuntary redundancy, including but not limited to any combination of the below:
 - a) Training and skills development;
 - b) Re-organisation;
 - c) Likely short-term attrition; and
 - d) Job swap arrangements.
- 13.3.5 If, after all other alternatives are exhausted, it is necessary to make involuntary redundancies, the following process will be used:

- a) The delegates committee and management will meet to develop and agree on a selection criteria, with the dispute resolution procedure at clause 20 to be followed if agreement cannot be reached;
- b) The agreed selection criteria will be applied, with Employees entitled to:
 - I) Have access to their individual results;
 - II) Request an explanation of any aspect of the result;
 - III) Have the result reviewed in accordance with the dispute resolution procedure at clause 20.

13.4 Redundancy Formula

13.4.1 Redundancy payment will be made in addition to other severance payments in accordance with the following formula:

- a) 4 weeks payment for the first year of service greater than 3 months; and
- b) 4 weeks payment for each subsequent completed year of service or part thereof. This payment will be capped at 52 weeks for permanent Employees who have joined the business as permanent Employees after 1st December 2017. Permanent Employees employed prior to 1st December 2017 will remain uncapped for this payment.

13.5 Severance Payment

13.5.1 Each Employee made redundant will receive 4 weeks payment at the current rate. This provision only applies to those Employees with 12 months continuous service with the employer.

13.6 Period of Notice

13.6.1 Each Employee with at least 3 months continuous service (excluding casual Employees) will receive four weeks' notice of redundancy. Employees over the age of 45 will be entitled to one additional week of notice.

13.6.2 The Company may elect not to give an Employee notice of termination and pay in lieu of notice instead.

13.7 Rate of Pay for the Purpose of Calculating Benefit

13.7.1 The calculation of all entitlements will be at the normal weekly rate received by the Employee immediately prior to redundancy taking place.

13.8 Other Benefits of Redundancy

13.8.1 An Employee becoming redundant in accordance with this Agreement shall, during their period of notice, be given reasonable time off without loss of pay to attend job interviews provided it is established to the satisfaction of the Employer that the application for time off is genuine, prior notice is given and the time is mutually agreed.

13.8.2 Other services to apply will include.

- a) Financial Advice: advice for all Employees on how to approach (in a general sense) decisions on how to use their redundancy payment. (No particular investment adviser will, however, be recommended). Financial advice will include taxation advice and advice on superannuation.
- b) Social Security: information about benefits and procedures for application and, where necessary, assistance in completing application forms.

- c) Job Search: the Company will provide onsite outplacement services.

13.9 Accrued Entitlements

- 13.9.1 Sick Leave. Any Employee made redundant in accordance with this clause will be paid all unused accrued sick leave.
- 13.9.2 Annual Leave. Any Employee made redundant in accordance with this clause will be paid annual leave as follows:
 - a) Accrued Annual Leave will be paid: with either a loading of 17.5% on the base rate of pay received, or average pay, whichever is the greater.
 - b) Pro-rata. Pro-rata annual leave will be paid: with a loading of 17.5% on the base rate of pay received.
 - c) 'Average Pay' is calculated on the basis of the total taxable income received over the previous fifty two (52) weeks up to the end of the last completed pay week in the month prior to the Employee having been given notice of termination in accordance with this clause.
- 13.9.3 Long Service Leave – An Employee terminated in accordance with this clause and who qualifies for Long Service Leave under the terms of the Long Service Leave Act 1995 (NSW) (LSL Act) will be paid Long Service Leave on the basis of either a loading of 17.5% on the base rate of pay received; or average pay, whichever is the greater.
 - a) 'Average Pay' is calculated on the basis of the total taxable income received over the previous fifty two (52) weeks up to the end of the last completed pay week in the month prior to the Employee having been given notice of termination in accordance with this clause.
 - b) Pro Rata Long Service Leave will be paid from the date of commencement of employment.

13.10 Redundancy Provisions for Total Plant Closure

- 13.10.1 The Company recognises that there are circumstances particular to plant closures which must be taken into account when an announcement of such major change occurs.
- 13.10.2 The parties acknowledge that in the event of closure of the Minto Site or area, the parties concerned will be given a minimum of six months notice. During this period the parties will consult in regards to any additional payments.
- 13.10.3 The parties consent to arbitration by Fair Work Commission on additional closure payments where agreement is not reached
- 13.10.4 There will be no cap on redundancy payment for permanent Employees employed after 1st December 2017

13.11 Transfer of Business - Employee Entitlements

- 13.11.1 The parties agree that in the event of a Transfer of Business, as defined in the Act, the parties will meet with the Delegates Committee prior to the Transfer taking effect to consult on the protection of Employee entitlements.

13.11.2 For the avoidance of doubt, in the event of a Transfer of Business, a redundancy/severance payment is not payable where a new employer makes an offer of comparable and continuous employment and where the terms of this Agreement are binding on the new employer as per the Act.

14 CLASSIFICATION STRUCTURE

See Appendix A for a full outline of the competency based classification structure.

15 WAGES, PENALTIES AND ALLOWANCES

15.1 Rates of Pay – Average Weekly Wages

Production Roster 1 - Permanent - 10 shifts all year								
Classification	Average Weekly Rate 1 for employees hired after 01/12/2017				Average Weekly Rate 2 for employees before 01/12/2017			
	Current wage rate	Rate as at the first full pay period on or after 01/12/2024	Rate as at the first full pay period on or after 01/12/2025	Rate as at the first full pay period on or after 01/12/2026	Current wage rate	Rate as at the first full pay period on or after 01/12/2024	Rate as at the first full pay period on or after 01/12/2025	Rate as at the first full pay period on or after 01/12/2026
		5%	3.6%	3.2%		4.15%	3.2%	3%
ICM1	1,207.58	1,267.96	1,313.61	1,355.64				
ICM2	1,399.56	1,469.24	1,522.14	1,570.85	1,606.56	1,673.23	1,726.78	1,778.58
ICM3	1,478.62	1,552.55	1,608.44	1,659.91	1,697.58	1,768.03	1,824.61	1,879.34
ICM4	1,599.28	1,679.24	1,739.70	1,795.37	1,835.92	1,912.11	1,973.30	2,032.50
GF ICM5					1,920.17	1,999.86	2,063.85	2,125.77
ICM5	1,737.10	1,823.96	1,889.62	1,950.09	2,001.31	2,084.36	2,151.06	2,215.60
ICM7	2,051.76	2,154.35	2,231.90	2,303.33	2,355.49	2,453.24	2,531.75	2,607.70

Production Roster 2- Permanent- 10 shifts summer and 9 shifts winter								
Classification	Summer Average weekly rate for employees hired after 01/12/2017				Summer Average Weekly Rate 2 for employees before 01/12/2017			
	Current wage rate	Rate as at the first full pay period on or after 01/12/2024	Rate as at the first full pay period on or after 01/12/2025	Rate as at the first full pay period on or after 01/12/2026	Current wage rate	Rate as at the first full pay period on or after 01/12/2024	Rate as at the first full pay period on or after 01/12/2025	Rate as at the first full pay period on or after 01/12/2026
		5%	3.6%	3.2%		4.15%	3.2%	3%
ICM1	1,207.58	1,267.96	1,313.61	1,355.64				
ICM2	1,399.56	1,469.24	1,522.14	1,570.85	1,606.56	1,673.23	1,726.78	1,778.58
ICM3	1,478.62	1,552.55	1,608.44	1,659.91	1,697.58	1,768.03	1,824.61	1,879.34
ICM4	1,599.28	1,679.24	1,739.70	1,795.37	1,835.92	1,912.11	1,973.30	2,032.50
GF ICM5					1,920.17	1,999.86	2,063.85	2,125.77
ICM5	1,737.10	1,823.96	1,889.62	1,950.09	2,001.31	2,084.36	2,151.06	2,215.60
Classification	Winter average weekly rate for employees hired after 01/12/2017				Winter average weekly rate for employees before 01/12/2017			
	Current wage rate	Rate as at the first full pay period on or after 01/12/2024	Rate as at the first full pay period on or after 01/12/2025	Rate as at the first full pay period on or after 01/12/2026	Current wage rate	Rate as at the first full pay period on or after 01/12/2024	Rate as at the first full pay period on or after 01/12/2025	Rate as at the first full pay period on or after 01/12/2026
		5%	3.6%	3.2%		4.15%	3.2%	3%
ICM1	1,001.07	1,051.12	1,088.96	1,123.81				
ICM2	1,160.16	1,218.17	1,262.02	1,302.41	1,331.74	1,387.01	1,431.39	1,474.33
ICM3	1,225.69	1,289.07	1,335.48	1,378.22	1,407.19	1,465.59	1,512.49	1,557.86
ICM4	1,325.71	1,392.00	1,442.11	1,488.25	1,521.87	1,585.03	1,635.75	1,684.82
GF ICM5					1,591.71	1,657.77	1,710.81	1,762.14
ICM5	1,439.95	1,511.95	1,566.38	1,616.50				

Maintenance Weekly Rates for 24/7 rosters (42.6 ordinary hours)				
Classification	Average Weekly Rate			
	Current wage rate	Rate as at the first full pay period on or after 01/12/2024	Rate as at the first full pay period on or after 01/12/2025	Rate as at the first full pay period on or after 01/12/2026
		5%	3.3%	3.1%
MICM4	\$2,224.87	\$ 2,336.11	\$ 2,413.21	\$ 2,488.01
MICM5	\$2,436.67	\$ 2,558.50	\$ 2,642.93	\$ 2,724.87
MICM6	\$2,603.98	\$ 2,734.18	\$ 2,824.41	\$ 2,911.96
MICM7	\$2,706.62	\$ 2,841.95	\$ 2,935.74	\$ 3,026.74

15.2 Rates of Pay – Hourly Rates

Production: Hourly Pay Rates								
Classification	Hourly Base Rate 1 for employees hired after 01/12/2017				Hourly Base Rate 1 for employees hired before 01/12/2017			
	Current wage rate	Rate as at the first full pay period on or after 01/12/2024	Rate as at the first full pay period on or after 01/12/2025	Rate as at the first full pay period on or after 01/12/2026	Current wage rate	Rate as at the first full pay period on or after 01/12/2024	Rate as at the first full pay period on or after 01/12/2025	Rate as at the first full pay period on or after 01/12/2026
		5%	3.6%	3.2%		4.15%	3.2%	3%
ICM1	25.37	26.64	27.60	28.48				
ICM2	29.41	30.88	31.99	33.02	33.75	35.15	36.28	37.36
ICM3	31.07	32.62	33.80	34.88	35.67	37.15	38.34	39.49
ICM4	33.60	35.28	36.55	37.72	38.57	40.17	41.46	42.70
GF ICM5					40.34	42.01	43.36	44.66
ICM5	36.50	38.33	39.70	40.98	42.05	43.80	45.20	46.55
ICM7	43.11	45.27	46.90	48.40	49.49	51.54	53.19	54.79

Maintenance Hourly 24/7 Rates (42.6 ordinary hours)					Maintenance Hourly Rates (non 24/7 rosters)				
Classification	Current wage rate	Rate as at the first full pay period on or after 01/12/2024	Rate as at the first full pay period on or after 01/12/2025	Rate as at the first full pay period on or after 01/12/2026	Classification	Before wage increase	Rate as at the first full pay period on or after 01/12/2024	Rate as at the first full pay period on or after 01/12/2025	Rate as at the first full pay period on or after 01/12/2026
		5%	3.3%	3.1%			3%	2.7%	2.5%
MICM4	\$ 40.98	\$ 43.03	\$ 44.45	\$ 45.83	MICM4	\$ 40.98	\$ 42.21	\$ 43.35	\$ 44.43
MICM5	\$ 44.88	\$ 47.12	\$ 48.68	\$ 50.19	MICM5	\$ 44.88	\$ 46.23	\$ 47.47	\$ 48.66
MICM6	\$ 47.96	\$ 50.36	\$ 52.02	\$ 53.63	MICM6				
MICM7	\$ 49.85	\$ 52.34	\$ 54.07	\$ 55.75	MICM7				

Hourly rates are to be used for the calculation of overtime, personal, annual and long service leave.

15.3 Shift Penalties – for Hourly paid Employees

	Sun	Mon	Tue	Wed	Thu	Fri	Sat
Day	100%	0%	0%	0%	0%	0%	50%
Night	50%	15%	15%	15%	15%	30%	75%

Shift penalties are to be used for all calculations utilising hourly rate plus penalties, or for reduction of payment for Sick Leave

For the avoidance of doubt, shift penalties are included in the calculation of average weekly pay.

15.4 Rates of Pay – Apprenticeship

Apprentice rates of pay			
Year	Year 12 not complete	Year 12 Complete	Adult (21+)
1	50% of MICM4	55% of MICM4	80% of MICM4
2	60% of MICM4	65% of MICM4	85% of MICM4
3	75% of MICM4	75% of MICM4	90% of MICM4
4	80% of MICM4	92% of MICM4	95% of MICM4

*Apprentices are not eligible to receive the tool allowance.

15.5 Allowances

Allowances		
Allowances	Calculated and Paid	1/12/2024
Line Coordinator Allowance	Calculated hourly, paid fortnightly	\$ 6.41
First Aid Allowance	Calculated fortnightly, paid fortnightly	\$ 71.82
Cold Allowance	Calculated daily per shift, paid fortnightly	\$ 6.81
A Class Electrical Allowance	Calculated fortnightly, paid fortnightly	\$ 190.91
Restricted Electrical Licence	Calculated fortnightly, paid fortnightly	\$ 95.49
Refrigeration Allowance	Calculated fortnightly, paid fortnightly	\$ 190.91

Meal Allowance	Calculated per occasion, paid fortnightly	\$ 25.00
Heavy Vehicle Allowance	Calculated hourly, paid fortnightly	\$ 1.36
Confined Space Allowance	Calculated hourly, paid fortnightly	\$ 1.03
Vehicle Allowance	Calculated per km, paid via expenses claim	\$ 0.98
Dirty, dusty or offensive work	Calculated hourly, paid fortnightly	\$ 0.79
Wet Places Allowance	Calculated hourly, paid fortnightly	\$ 0.79

15.5.1 Tool Allowance

- a) For the avoidance of doubt all Maintenance Levels are inclusive of tool allowance.
- b) This allowance will be included as part of salary for overtime, annual leave, sick leave, redundancy and any other entitlement.

15.5.2 First Aid Allowance

- a) An Employee recommended by the WH&S Committee and appointed by the Company to perform first aid duties and who is the current holder of an appropriate first aid qualification (that is, St. John's Ambulance WH&S First Aid Certificate – five-day course) will be paid a fortnightly allowance as shown in clause 15.5.

15.5.3 Heavy Vehicle allowance

a) **Forklift Allowance**

Where a suitably qualified Employee holding a Forklift Certificate is directed by a Production Lead or Shift Supervisor to operate a forklift, the Employee will be paid the Forklift Allowance as defined in the circumstances below, including any overtime, to the exclusion of any other benefit pursuant to this clause;

- I. The four Employees who perform, roles in upper Store, lower Store and Palletising on the A, B and C shifts will be paid the forklift allowance for the full shift.
- II. The three Employees that operate a forklift on D shift will be paid the forklift allowance for 2 hours per shift
- III. Employees in the Mix Room will receive a forklift allowance payment for 2 hours per week
- IV. Where an Employee is requested by a Production Lead or Shift Supervisor to perform work on a forklift, they will receive the forklift allowance for each hour worked in the relevant department.
- V. If during building works or change of business operations an area is deemed no longer to need the use of forklifts, impacted Employees will be provided 4 weeks notice of the discontinuation of the equipment and associated allowances.

Note: Forklift, for the purposes of this clause, means a forklift of over 3 tonnes GVW.

b) **Heavy Vehicle**

Where a suitably qualified Employee is directed by their Leader to operate a heavy vehicle (excluding a forklift) over 4.5 tonnes the heavy vehicle allowance will be paid on a per hour basis.

15.5.4 Cold Allowance

- a) An allowance as shown clause 15.5 will be paid to Palletising Operators. This allowance is applied per shift worked in this area, including overtime shifts. This allowance will be paid to others by exception if they are working in palletising based on the criteria below.
- b) The allowance is based on an Employee being required to enter the –20 degree room on a regular basis during a shift and where required, to work in temperatures artificially maintained at or below 5 degrees.

15.5.5 Line Co-ordinator allowance

- a) An Employee who is appointed as the Line Co-ordinator for a particular line will receive an hourly allowance while performing the role. Line Co-ordinators are responsible to:
 - I) Be a leader and ensure that all the safety, quality and behavioural policies are being followed properly;
 - II) In conjunction with the shift leaders and supervisors, distribute the rest of the line crewing to best support the needs of the whole production floor;
 - III) Organise breaks on the line(s) that the Employee is leading;
 - IV) Accurately oversee/control productivity reporting via the OEE systems (currently DFOS);
 - V) Participate with the creation of EWOs, maintenance tags, safety tags, Quality SNCRs, oversee completion of logbook/product dossier (OPC);
 - VI) Accurately control materials stock on the line(s) and perform regular stock counts;
 - VII) Ensure the coaching and training of operators is conducted in line with training plans;
 - VIII) Make sure all paperwork including Deep cleans are completed and handed in;
 - IX) Make oneself available for Tier meetings and communicate to all operators on the line matters discussed as required;
 - X) Lead any change overs; and
 - XI) Be accountable for the waste management / recycling on their line.

15.5.6 A Class Electrical Licence

- a) The fortnightly A class electrical license allowance will be paid as shown in clause 15.5. This allowance is not included as part of salary for calculation of overtime, annual leave, sick leave, redundancy and any other entitlement.

15.5.7 Restricted Electrical Licence

- a) The fortnightly allowance will be as shown in clause 15.5. Where a Maintenance Employee is required to hold a restricted electrical licence, payment will be made once the accredited qualification has been obtained. This allowance is not included as part of salary for calculation of overtime, annual leave, sick leave, redundancy and any other entitlement nor will it be paid where an Employee is paid the A Class Electrical Licence allowance.

15.5.8 Refrigeration Allowance

- a) The fortnightly allowance shown in clause 15.5 will be for maintenance Employees who hold the appropriate qualifications. This allowance is not included as part of salary for calculation of overtime, annual leave, sick leave, redundancy and any other entitlement.

15.5.9 Confined Space Allowance

- a) Where a member of the Maintenance team, who holds the appropriate qualification, is directed by the Company to work in a confined space, they will receive the allowance set out in clause 15.5.

15.5.10 Vehicle Allowance

- a) Where an Employee agrees to use their own motor vehicle on Company business, they will receive the per kilometre rate, set out in clause 15.5, and will be reimbursed through an expense claim.

15.5.11 Damage to spectacles and hearing aids

- a) Where an Employee's spectacles or hearing aids are damaged during the course of work the Company will replace, repair or clean the spectacles or hearing aids. Employees will be required to provide an invoice to be reimbursed through an expense claim.

15.5.12 Dirty, Dusty & Offensive Work

- a) Where an Employee is directed by a supervisor to clean the truck bay or conduct maintenance or repairs in the waste plant, they will receive the allowance defined in clause 15.5.

15.5.13 Wet Places

- a) Where an Employee performs work and is saturated by water beyond the use of PPE the appropriate allowance in clause 15.5 will be paid.
- b) This allowance isn't applicable for general cleaning and does not apply to an Employee who is provided with suitable and effective protective clothing and or footwear.
- c) For the avoidance of doubt this allowance is payable in circumstances when an Employee is directed by a supervisor to clean the pit associated with the MIX plant.

16 LEAVE

16.1 Public Holidays

16.1.1 Employees will be entitled to the following public holidays without loss of pay:

- a) New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, Kings Birthday, Labour Day, Christmas Day and Boxing Day, plus any other day gazetted or proclaimed a public holiday in New South Wales.

16.1.2 Where another day is generally observed, gazetted or proclaimed a public holiday in New South Wales for any of the above days, the following will occur:

- a) Where an Employee is rostered on for both the public holiday and the additional day they will receive the benefit of both days.
- b) Where an Employee is rostered off for both the public holiday and the additional day then they will only receive the benefit, by way of accrual for one public holiday.
- c) Where an Employee is rostered on for the public holiday but rostered off for the additional day they will receive benefit for the public holiday only.
- d) Where an Employee is rostered off for the public holiday but rostered on for the day in lieu they will receive benefit for the additional day only.

16.1.3 An additional public holiday, to be known as Streets Family Day, will be taken each year (commonly known as "Union Picnic Day"). This day should be taken by the end of the calendar year but can be accrued in accordance with the leave policy. A minimum of eight days' notice must be provided to access the Streets Family Picnic Day. Approval will be in accordance with the Planned Leave Policy.

16.1.4 Where there is a Public Holiday and production is scheduled then Employees will be required to work only on a voluntary basis. If there is not the required number of Employees willing to work to run a particular line then the Company will call for Volunteers. In the event there is insufficient volunteers the line will not be run.

16.1.5 Full time 12 hour shift Employees who work rotating shifts on the A, B or C shift roster will be eligible for public holiday payments as per the table below:

Public Holiday Payment			
Rostered	Worked	Paid	Day in lieu
ON	Y	Treble time	Nil
ON	N	Ordinary	Nil
OFF	Y	Double time	1
OFF	N	Nil	1

16.1.1 D shift Employees and Part time Employees will only be eligible for a public holiday payment if the public holiday falls on a rostered shift. However, D shift Employees employed at the time of the effective date of this Agreement will continue to be eligible for a payment in circumstances, where they are not rostered and not required to work, while they continue to be employed on the D shift.

- 16.1.2 Payment for a Day in lieu as per 16.1.5 will be at no loss of pay. For average pay Employees they will receive the Day in lieu at an average pay rate. For Hourly paid Employees they will receive their hourly rate of pay and applicable shift loading for the day the Day in lieu is taken.
- 16.1.3 Easter Saturday Public Holiday only applies to work groups or Employees that are, or may be, rostered on Easter Saturday.
- 16.1.4 Where an Employee accrues a day in lieu as per clause 16.1.5, the Employee is entitled to accrue the 12 hours in lieu of the public holiday into a public holiday bank. These hours can be used in lieu of annual leave at any time during the Calendar year including the Christmas/ New Year shutdown when this occurs. A minimum of eight days' notice must be given to access public holiday banks, or alternatively payment of outstanding hours can be made at the end of the year. These hours should be used on a yearly basis but up to 120hrs can be accrued into the next year. Approval to access this leave will be in accordance with the Planned Leave Policy. To avoid doubt under this clause public holidays that fall on Saturdays will not accrue time in lieu for 12 hour shift Employees working Monday to Friday.
- 16.1.5 Where an Employee is absent on the working shift before or the working shift after a public holiday, then a medical certificate must be provided for the Employee to be entitled to payment.
- 16.1.6 The public holiday will commence at 6am until 6am the following day.
- 16.1.7 In the case where the factory is shut down over the Christmas/New Year period and an Employee is rostered to work on a shift during the shutdown period (excluding Public Holidays) then the Employee will be required to use hours from any accrued leave in accordance with relevant legislation.
- 16.1.8 Where Employees are rostered on to work during the Christmas/New Year period then Employees who are rostered to work on Christmas Eve and New Years Eve will cease work at 6PM. Employees on rostered shifts covering this period will be required to take hours from any accrued leave.

16.2 Annual Leave

- 16.2.1 Annual leave is provided for in accordance with the NES. Casual Employees are not entitled to annual leave.
- 16.2.2 Employees are entitled to accrue annual leave based on their ordinary hours of work.
- 16.2.3 Full time Production Employees are entitled to 4 weeks of paid annual leave for each completed year of service with the Company.
- 16.2.4 Part – time Production Employees are entitled to a pro rated amount of annual leave based on their ordinary hours of work.
- 16.2.5 Full time Maintenance Employees employed on the 24/7 roster are entitled to 5 weeks of paid annual leave for each completed year of service with the Company.
- 16.2.6 Employees on average weekly pay rates receive their respective hourly rate of pay plus 17.5% annual leave loading for periods of paid annual leave.
- 16.2.7 Roster 1 D shift and Roster 2 Weekend Crew Employees and 24/7 Maintenance who work the weekend shifts will receive the relevant shift penalties they would have received had they worked when on annual leave instead of the 17.5% annual leave loading.
- 16.2.8 In circumstances of where an Employee has excessive annual leave, that being more than 8 weeks, the Company may direct the Employee to take periods of annual leave as per the relevant Award.
- 16.2.9 There will be an annual leave roster that takes into account as much as possible both the individual Employee's preferences and business needs. The roster will cover a rolling 12 months in advance. Requests for annual leave must be made with a minimum of eight days' notice. Approval will be made in accordance with the Planned Leave policy, which may be reviewed from time to time with the Delegates Committee.

16.3 Personal/Carers Leave

- 16.3.1 Employees, other than casual Employees, are entitled to paid personal/carer's leave of up to 10 shifts per year of service in accordance with the NES.
- 16.3.2 Part-time Employees and fixed term contract Employees will accrue paid personal/carer's leave on a pro-rata basis based on their ordinary hours of work.
- 16.3.3 Paid personal/carer's leave accrues progressively during a year of service according to the Employee's ordinary hours of work and accumulates from year to year.
- 16.3.4 Paid personal/carer's leave is available to an Employee when they are absent:
 - a) due to personal illness or injury; or
 - b) to provide care or support to a member of the Employee's Immediate Family or a member of the Employee's household, who requires care or support because of a personal illness or personal injury or an unexpected emergency affecting the member.
- 16.3.5 An Employee working under the Agreement who is unable to attend for duty during rostered working hours by reason of personal illness or incapacity (including incapacity resulting from injury within the Worker's Compensation Act, 1987) will be entitled to be paid at base rate of pay for the time of such non-attendance. Provided that the Employee will not be entitled to paid leave of absence for any period in respect of which he/she is entitled to Worker's Compensation.

- 16.3.6 Where possible, prior to the commencement of the shift for which the Employee is unable to attend, he/she will contact the Company to advise his/her inability to attend for duty, and as far as possible, state the nature of the illness or injury and the estimated duration of incapacity. If necessary, by agreement of the Employee, a Doctor to Doctor telephone call will occur to ensure confidentiality of the illness.
- 16.3.7 Personal/carer's pay entitlement for part shift absences will be calculated on a proportionate basis.
- 16.3.8 For the purpose of this clause, continuous service will be deemed not to have been broken by any absence from work on leave granted to the Employee. Provided that any time so lost will not be taken into account in computing the qualifying period for one month.
- 16.3.9 For all Employees who terminate employment for reasons other than serious and willful misconduct and who have 12 months service or more their personal/carer's leave balance at the time of termination will be paid out provided that the payment does not exceed 400 hours.
- 16.3.10 Accumulated leave to the credit of the Employee at the commencement of the agreement will not be increased or reduced by this clause.
- 16.3.11 All full shift absences require a medical certificate or statutory declaration.
- 16.3.12 If the Employee is rostered off and unable to produce a certificate then the Company will pay for the personal/carer's day if entitlement is available. In the event an Employee does not provide a medical certificate upon return to work the Company will seek reimbursement from the Employee. For the purposes of this clause, Employees are encouraged to provide their medical certificate by midnight Sunday prior to payroll and can do so by electronic means.
- 16.3.13 The medical practitioner must be of the opinion that the Employee was unable to attend for duty on account of personal illness or on account of injury by accident.
- 16.3.14 Extended personal/carer's leave – where the Employee has exceeded (or will exceed) the hours of personal/carer's leave he/she is entitled to, the granting of such sick leave (or unpaid leave) is at the discretion of management.
- 16.3.15 Carer's Leave
- a) An Employee, other than a casual Employee, with responsibilities in relation to a class of person set out in paragraph (16.3.15 c), who need the Employee's care and support, will be entitled to use, in accordance with this subclause, any current or accrued personal/carer's leave entitlement for absences to provide care and support, for such persons when they are suffering illness, or injury or an unexpected health emergency affecting the person. Such leave may be taken for part of a single day.
 - b) The Employee will, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care or support by another person. In normal circumstances, an Employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.

- c) The entitlement to use personal/carer's leave in accordance with this subclause is subject to the Employee being responsible for the care of the person concerned; and the person being an immediate family member or a member of the Employee's household.

16.3.16 Unpaid Carer's Leave

- a) Employees, including casual Employees, are entitled to unpaid carer's leave of up to 2 days per occasion and in accordance with the NES.
- b) For Full-time and Part-time Employees, unpaid carer's leave may only be taken where the Employee has exhausted their accrued paid personal/carer's leave entitlement.

16.4 Parental Leave

16.4.1 Parental leave is provided for in accordance with the NES and the Company's Leave Policy.

16.4.2 Paid Parental Leave

- a) The Company provides 16 weeks Paid Parental leave to permanent Employees with at least 12 months continuous service at the expected date of birth who are deemed the primary care giver for the 52 weeks after the birth (regardless of the length of leave applied for) and who are returning to work after the parental leave period.
- b) If both parents work for Unilever only one parent can claim the 16 weeks Unilever paid leave.
- c) The Company provides 6 weeks Paid Parental leave to Employees who are not returning to Unilever following parental leave. Unilever will seek reimbursement for 10 weeks where Employees claim 16 weeks paid parental leave and do not return to the business.
- d) Employees are entitled to apply for any Government Paid Parental leave scheme as amended from time to time.
- e) Additional notes to Paid Parental (primary care giver) Leave:
 - I) If an Employee's circumstances change and they become the primary care giver after the birth or adoption of the child, they can claim Paid Parental leave from the date of this change until 16 weeks after the birth or adoption.
 - II) In the extremely unfortunate event the child is stillborn or dies shortly after birth the Employee will still receive 6 weeks paid leave. If the Employee is unable to return to work after this time, they will be eligible to apply for normal Personal/Carer's leave.
- f) Special Maternity Leave: is leave taken due to a pregnancy related illness or where the pregnancy of an Employee terminates after 28 weeks and the Employee has not commenced maternity leave, the Employee may take Personal & Carer's leave where they have an entitlement or unpaid special maternity leave for a period advised by a registered medical practitioner.

16.5 Bereavement Leave/Compassionate Leave

16.5.1 In accordance with the NES, Employees (including casual Employees) are entitled to 3 days' compassionate leave for each occasion when:

- a) a member of their Immediate Family or a member of their household:

- I) contracts or develops a personal illness that poses a serious threat to his or her life; or
 - II) sustains a personal injury that poses a serious threat to his or her life; or
 - III) dies; or
 - b) a child is still born, where the child would have been a member of the Employee's Immediate Family, or a member of the Employee's household, if the child had been born alive; or
 - c) the Employee, or the Employee's spouse or de facto spouse, has a miscarriage.
- 16.5.2 Full-time and part-time Employees are entitled to compassionate leave without loss of pay. Compassionate leave is unpaid for casual Employees.

16.6 Long Service Leave

- 16.6.1 Other than as outlined below all conditions will be as per the LSL Act.
- 16.6.2 An Employee whose service commenced after 1 April 1963 is entitled to 2 months leave for 10 years continuous service. Further long service leave of 1 month accrues after each 5 years of service. A month is defined in the LSL Act as 4 1/3 weeks. For 12-hour Employees one week is equivalent to 42 hours.
- 16.6.3 As from 30th August 2005 Long Service Leave will accrue at the rate of 13 weeks for every ten years of service. This is not retrospective. This means 1.3 weeks per year of service.
- 16.6.4 The Company will offer pro-rata access to long service leave at seven years of continuous service.
- 16.6.5 With continuous service, as defined by the LSL Act, Long Service Leave will be paid out upon termination after 7 years of continuous service.
- 16.6.6 When taking the leave, the Employee will give a least 1 months' notice of the date from which it is proposed that the Employees long service leave will be taken.

16.7 Jury Service

- 16.7.1 Employees required to attend for jury service during their rostered working hours will be reimbursed by the Company an amount equal to the difference between the amount paid in respect of their absence for such jury service and the amount of wage they would have received in respect of the ordinary hours they would have worked had they not been on jury service. Employees will notify the Company as soon as possible of the date upon which they are required to attend for jury service. Further, Employees will notify the Company proof of attendance; the duration of such attendance and the amount received in respect of such jury service before the Company will make payment.
- 16.7.2 Where an Employee is required to attend Jury Service on the day following a night shift, they are not required to attend for work on the night shift. Where an Employee is rostered to work the night shift following Jury Service, and the Employee is not required for Jury Service, they are required to attend for their rostered night shift.

16.8 Shutdown Period(s)

- 16.8.1 The Company may direct the Employee to take a period of paid annual leave to which the Employee has accrued entitlement during a shut down period.

16.8.2 There will generally be two shut down periods of production on site for a one week period each during the year for maintenance purposes and the period of days between Christmas Day and New Year's Day. Where a longer period of shut down is required all Employees will be offered the opportunity to take leave or work.

16.9 Community Service Leave

16.9.1 Employees will be entitled to take community service leave in accordance with the terms of the NES.

16.10 Family and Domestic Violence Leave

16.10.1 Employees will be entitled to access Family and Domestic Violence leave as per the NES and the Unilever Victim of Domestic and Family Violence and Other Crimes Policy.

17 SITE POLICIES

17.1 Equal Employment Opportunity/ Affirmative Action

17.1.1 Streets Ice Cream is an equal opportunity employer. All Employees are entitled to work in an environment free from discrimination. The Company will recruit, employ and train personnel on the basis of experience, skills and on the job performance. The following procedures will be followed where vacancies occur on the site:

- a) All vacancies on site for Employees covered by this Agreement will be advertised on the Company notice boards before advertising externally.
- b) Interested Employees should apply to the Operations Manager directly, and advise their shift managers.
- c) Each internal applicant will be interviewed by the relevant manager and formally advised of the outcome of their application.
- d) All unsuccessful internal applicants have the right to discuss their application with their manager.

17.2 Uniforms

17.2.1 Any changes through Legislation or Company Standards that requires a change to uniform or work environment will be discussed prior to implementation through the Delegates Committee.

17.3 Site Safety

17.3.1 The parties to this Agreement are committed to achieving excellence in Workplace Health and Safety performance. As part of this commitment the Company will maintain effective HSR's and a WH&S committee following the legislative requirements.

17.4 Site Security

17.4.1 Cars belonging to Employees are not permitted to enter the site unless specifically approved by the management. A separate Company car park is provided. Employees will be subject to random bag searches as per the agreed site Bag Search Policy, reference 1-QSE-SYS-Pol-4067. Unauthorised removal of any Company property from the site will be regarded gross misconduct and may result in dismissal.

17.5 Leaving the Site

- 17.5.1 Employees are not permitted to leave the site at all during work time, without permission. If, due to an emergency, an Employee is required to leave the site, he/she must get permission from management before leaving. The Employee must activate the official time-keeping device whenever leaving and returning to the site.

17.6 Non Smoking/ Alcohol/ Drugs

- 17.6.1 The Streets Ice Cream Minto is smoke and alcohol free site. Alcohol will only be permitted on the Site with the approval of the Site Manager for product development and manufacture.
- 17.6.2 The use of alcohol/ drugs on site or Employees who are believed to be under the influence of drugs/alcohol will be acted upon in accordance with the Site's drug and alcohol policy.
- 17.6.3 Where an Employee has been prescribed medication, it is the Employee's responsibility to ask if the medication will impair their ability to work, and if so, to contact the occupational health nurse as soon as possible.

18 MAINTENANCE CONTRACTORS

- 18.1 Contractors will be used where appropriate to supplement existing workforce. Wherever possible, there will be prior consultation through the Delegates Committee. Other than to cover absenteeism and leave, contractors will not be employed to carry out routine production maintenance.
- 18.2 Whilst on site, contractors will be covered by the Company's rules and policies and will be given formal induction.
- 18.3 The overall pay rates for Agency Contractors and Mechanical/Engineering Contractors used to supplement the normal base crew will not be less than the comparative Company Employee covered by this Agreement.

19 LABOUR HIRE AGENCIES

- 19.1 In case of emergencies the Company is allowed to use labor hire agencies.
- 19.2 If other than that but the Company believes, there is a need to use labour hire agencies, this will only be done by consultation and agreement with the parties. Staff acquired through an agency will be used on a temporary "one-off" basis only and after all other possibilities have been explored.
- 19.3 The overall pay rates and conditions for labour hire / agency Employees used to supplement the normal base crew will not be less than the comparative Company Employee covered by this Agreement.
- 19.4 Whilst on site, agency staff will be covered by the Company's rules and policies and will be given formal induction.

20 DISPUTE SETTLING PROCEDURE

- 20.1 In the event of an Employee/s having grievance, the Employee in the first instance must take the matter up with the first shift manager, to provide the manager adequate opportunity to remedy the grievance.
- 20.2 If the matter remains unresolved, it will be referred to the union delegate who will consult the appropriate representative of the management.
- 20.3 If after a reasonable period of time the matter remains unresolved, it will be referred to the secretary of the union, (or his/her representative). This official shall discuss it with a nominated representative of the Company based at the site.
- 20.4 If the matter remains unresolved, either party will have the right to notify FWC to conciliate and, to arbitrate on matters dealt with by this agreement.
- 20.5 No party will be prejudiced as to the final settlement by the continuance of work in accordance with this Agreement.
- 20.6 In the event of a party failing to observe these procedures, the other party may take such steps as are open to resolve the matter.
- 20.7 The parties will at all times, confer in good faith and without undue delay.
- 20.8 During the discussions, the “status quo” will remain and work will proceed normally in accordance with this Agreement and without stoppage or the imposition of any ban, limitation or restriction. “Status quo” will mean the situation existing immediately prior to the dispute or the matter giving rise to the dispute.

21 GRIEVANCE PROCEDURE

- 21.1 Every individual Employee may raise a grievance regarding any aspect of their employment with management. This grievance should be resolved quickly and co-operatively to the mutual satisfaction of all concerned. The resolution may involve discussions with other Employees, union officials, management and any other people who can facilitate resolution.
- 21.2 Where an individual grievance is not resolved in accordance with the process outlined above then the dispute procedure will be enacted.

22 MAINTENANCE OF PLANT DURING STOPPAGES

- 22.1 It is agreed between the parties that during periods of industrial stoppages, due to the sensitive nature of the product, and the need to ensure hygiene and safety standards, the minimum refrigeration requirement to stock, storage, cold rooms, and tank farm will be maintained at all times.

23 UNION DELEGATES

Union delegate training

- 23.1 Both parties recognise the importance that training plays in the development of Union Delegates and the creation of a positive industrial relations climate.

- 23.2 The Company commits to not unreasonably refuse leave to Union Delegates to attend AMWU conferences, seminars, council meetings and accredited training courses to a maximum of 10 days leave per year per delegate. This leave will be paid by the Company on the basis of no loss of normal income, that is, an Employee will receive normal pay as per the shift cycle normally worked.
- 23.3 Wherever possible trade union training should be scheduled to coincide with rostered workdays. In the event that training occurs on a delegate's day off, then time off in lieu will apply.
- 23.4 The Union commits to provide adequate notice and course outline and, in consultation with the Company, to consider production requirements, seasonality and shift rosters.

Delegates Committee

- 23.5 Both parties recognise that there are advantages in having an elected Union Delegate on site at any one time and in the formation of the Delegates Committee (see Appendix C). To this end there would be 2 Union Delegates from each production shift, 2 delegates representing the maintenance trades group and 1 delegate representing the packer group, total (9).
- 23.6 If major sectional interest/work groups are not represented (i.e. trades or gender), this will be raised and discussed via the delegates committee.
- 23.7 Provision will be made for the delegates committee to hold monthly meetings on Company premises during working hours without loss of pay. The monthly meeting will be in two parts, with the second part of the meeting attended by management representatives. Officials of the Union are invited to attend committee meetings.
- 23.8 The monthly meetings will be 6 hours in duration and may be longer by agreement. The meetings will start at 6 am (adjustable by agreement, based on organiser availability and business needs)
- 23.9 Payment for delegates attending on their RDO will be at double time.
- 23.10 If a delegate is rostered on the night shift prior to the day of a scheduled delegates meeting, they will be entitled to swap that entire night shift for the full day shift of the meeting and will be required to work for the remainder of the shift.
- 23.11 This forum may discuss issues including:
- Future plans including product development
 - Progress against targets and action plans
 - Introduction of major capital works
 - Introduction of new technology, machines, associated layout, training, job numbers and skill requirements
 - Training and review of training plans
 - Affirmative action/Equal opportunity
 - Management's practices and organisational change
 - Industrial issues and industrial disputes, provided that the industrial disputes should be addressed via the first step of the Disputes Settlement Procedure prior to being discussed in this forum

- Workplace Health and Safety issues. While not distracting from the functions of the WH&S Committee, the delegates Committee may discuss current WH&S issues. If an issue has not been before the committee it will be referred back to an WH&S committee member.
- Details of Company financial position (excluding any information that may be confidential and/or commercially sensitive)
- Any other matter raised by union or management which may impact on the union membership

Delegates rights

- 23.12 After obtaining approval from their immediate manager a Union Delegate will have the right to approach or be approached by a member of the union to discuss any matters pertaining to Union membership, or related to the members employment at any time during normal working hours. This approval will not unreasonably be withheld.
- 23.13 A Union Delegate will have the right to move freely within the workplace for the purpose of consulting members in relation to negotiations with management in any matter affecting the employment of members.
- 23.14 After obtaining approval from site management a Union Delegate will have the right to call meetings of members, and for those members to attend, on matters affecting the employment of members at the workplace.
- 23.15 To assist Organisers and union delegates in communication of issues affecting the site other than EBA negotiations, four (4) paid information sessions per shift per year may be held linked to the site team briefs. In addition, a separate meeting may be held per shift per year. Meetings are to be scheduled with a minimum of seven (7) days' notice unless otherwise agreed between the parties. Payment for the meetings will be at single time. The time required for meetings will be discussed between the parties, with priority given to production requirements. Sessions will not be cumulative.
- 23.16 Union Delegates will not be paid for attendance outside of normal working hours unless by prior agreement of management.
- 23.17 The Union Delegates will have access to the facilities necessary to undertake their jobs as Union Delegates.
- 23.18 The Union Delegates will have access to specified locked notice boards within the factory for the display of union material.

24 UNION ORGANISER PROTOCOL

- 24.1 The Union Organiser will have access to members on site over the 24-hour period. Wherever possible, the Union Organisers will advise the Company of on-site visits, by giving 24 hours notice. If this is not possible, the Union Organiser must contact a member of the management team on arrival to the site.
- 24.2 For the avoidance of doubt, this right of entry does not extend to any entry which is made.
- 24.3 For a purpose referred to in s.481 of the fair work act 2009 (“the Act”), which deals with investigation of suspected contraventions;
 - 24.3.1 To hold discussions of a kind referred to in section 484 of the Act; or
 - 24.3.2 In order to exercise a State WH&S right.
- 24.4 Such entry must be in accordance with Part 3-4 of the Act (which deals with right of entry)

25 DISCIPLINARY PROCEDURE

- 25.1 General Policy
 - 25.1.1 Disciplinary procedures are directed towards ensuring all Employees comply with Company policies and expectations. They are designed to correct and/or improve Employee behavior to achieve a high quality, safe and efficient work environment.
 - 25.1.2 Employees may be disciplined through the following methods:
 - a) Informal Counseling
 - b) Formal Counseling
 - c) Formal Warning
 - d) Final Written Warning
 - e) Termination
 - 25.1.3 The individual circumstances of each case will determine the level of discipline required.
 - 25.1.4 Warnings will be considered to have lapsed after one year unless agreed otherwise by the industrial parties.
 - 25.1.5 Application
 - a) The disciplinary procedures should be applied:
 - I) Promptly: with a minimum of delay
 - II) Consistently: regardless of who is involved
 - III) Objectively: focusing on the behavior, not the Employee
 - 25.1.6 Procedural Fairness
 - a) At any stage beyond informal counseling during the disciplinary process, the Employee will be accompanied by the Union Delegate or their nominated representative, unless otherwise declined by the Employee.
 - 25.1.7 Administration

- a) The responsibility for the administration of the disciplinary procedure belongs with an Employee's immediate manager. This requires managers to clearly understand Company rules and requirements and to inform their Employees of these rules and requirements.
- b) Diary notes will be made of any informal counseling where practicable. All written disciplinary records (copies of diary notes) will be forwarded to the Personnel department for filing on Employee personnel files. Employees may, on request, be given access to these files.

25.2 Disciplinary Process

25.2.1 Informal Counseling (Diary note)

- a) This step should be most frequently used to outline relevant Company rules and requirements and identify training needs to assist to correct Employees' misinterpretation or unacceptable behavior. The same or similar conduct by the Employee could progress to formal counseling.

25.2.2 Formal Counseling (Verbal warning)

- a) This step requires a detailed discussion of an Employee's inappropriate conduct and how the conduct is contrary to the relevant Company rules and requirements, any underlying reasons for the conduct and a participate commitment to correct and/or improve the area of concern.

25.2.3 Formal Written Warning

- a) Where any Employee continues with inappropriate conduct after the formal counseling level, or engages in misconduct of a minor nature, the manager responsible should investigate the matter through the proper process and establish the reason, issue a formal warning and advise the Employee that it will be recorded on to their file.

25.2.4 Steps 25.2.2 and 25.2.3 will be documented in the warning. It will contain the following:

- a) What is required of the Employee;
- b) Where and how the Employees conduct does not comply with the relevant Company rules or policy;
- c) What is to be done by the Employee to meet Company rules and policy and appropriate steps which may assist the Employee;
- d) The likely results of failure to meet Company Rules or requirements;
- e) A date to review the Employee's conduct. All counseling/warnings to be reviewed at 1, 6 and 11 months. The outcome of the review will be documented and provided to the Employee;
- f) The duration of the warning will remain effective (12 months). At the 12 month review, the Company will outline in writing the expectation required of the Employee to ensure that there is not confusion in the future;
- g) A copy of the counseling/warning should be given to the Employee and the delegate.

25.2.5 Final Written Warning

- a) Where any Employee fails to meet Company rules and requirements after normal warning or engages in misconduct of a more serious nature the manager responsible should issue a final warning following an investigation through the agreed process.
- b) Final written warning is the last step before termination of employment and should contain the following information:
 - I) A statement that the letter is written advice of a final warning;
 - II) Definition of the inappropriate conduct by the Employee with reference to relevant Company rules and requirements;
 - III) A detailed chronological summary of relevant disciplinary procedure to date;
 - IV) Specific change required in the Employees conduct a statement that failure to achieve the required change could lead to dismissal;
 - V) Dates for review of the Employees' conduct. The outcome of the review will be documented and provided to Employee;
 - VI) The duration for which this warning will remain effective (12 months);
 - VII) At the 12-month review, the Company will outline in writing the expectation required of the Employee to ensure that there is no confusion in the future.

25.2.6 Termination

- a) Where an Employee fails to meet the requirements clearly stated in the written advice of the final warning or engages in serious misconduct the Employee may be terminated. Prior to the termination a full investigation will be conducted through the agreed process.
- b) Upon termination, an Employee will be given written advice of the reason for dismissal, the nature of the dismissal as either summary or with due notice and the Employees avenues for recourse through their union.

25.3 Investigation Process

- 25.3.1 The union delegate will be present unless specifically requested otherwise by the Employee. The delegate and the individual will be advised of the facts of the matter being investigated.
- 25.3.2 The union delegate and the individual will be allowed time to discuss the issue prior to further discussion with management
- 25.3.3 Any record of the meeting must be agreed by the delegate the individual and Site Senior Management. Any disagreed matter should be recorded separately.
- 25.3.4 If as a result of the initial investigation an Employee is to be suspended or terminated, a letter outlining the reason for suspension or termination will be given to the Employee and a copy sent to the Union.
- 25.3.5 The Union will respond within 48 hours (where possible) to set a meeting date to review the matter.
- 25.3.6 If the matter is still in dispute following the review it is open to either of the parties to notify the FWC. In accordance with the Disputes Procedure the "status quo" will remain during this process and termination will not take place.

25.4 Process for Discussions with Witnesses:

- 25.4.1 The union delegate will be present unless specifically requested otherwise by the Employee. The delegate and the individual will be advised of the facts of the matter being investigated.
- 25.4.2 The union delegate and the individual will be allowed time to advise the Employee of their rights and answer questions they may have prior to further discussions with management.
- 25.4.3 Any record of the meeting must be agreed by the delegate, the individual and Site Senior Management. Any disagreed matters should be recorded separately.

26 SUPERANNUATION

- 26.1 The Company will make superannuation contributions on behalf of its Employees into a complying superannuation fund. The value of the superannuation contributions that the Company will make will be calculated in accordance with the Superannuation Guarantee (Administration) Act 1992 (Cth).
- 26.2 Employees may nominate a superannuation fund of their choice, provided that the fund nominated by the Employee complies with all applicable legislation.
- 26.3 Where an Employee does not provide the Company with their choice of superannuation fund within the first 28 days of employment, the Company will make contributions to the Employee's stapled superannuation fund (details of which are provided by the Australian Taxation Office). If the Employee does not have a stapled superannuation fund, the Company will make contributions to a default superannuation fund (with a MySuper product) on behalf of the Employee.
- 26.4 The Company will make available, to each new Employee, information relating to the default fund.
- 26.5 The payment required to be made to the Fund by the Company pursuant to this Agreement will be made monthly.

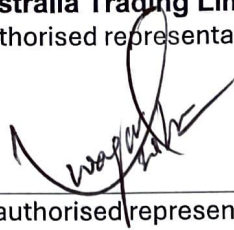
27 SALARY SACRIFICE

- 27.1 The Company may in the course of employment offer participation in salary sacrifice arrangements with respect to:
 - 27.1.1 additional Employee superannuation contributions.
- 27.2 Under these arrangements, and subject to all applicable laws, Employees may elect in writing to allocate a portion of current salary or wages to additional superannuation contributions. The actual salary paid to each Employee each week will be reduced to reflect the amount sacrificed by the Employee ("the Adjusted Salary"). The Adjusted Salary must be confirmed in writing and may be further adjusted anytime.
- 27.3 The Adjusted Salary will then be the Employee's salary for ordinary hours each week. Any hours worked outside the Ordinary Hours each week in the form of overtime however, will be paid at the original (pre-adjustment) salary and penalty rates. That is, if an Employee does overtime it will not be paid at the lower Adjusted Salary rate.
- 27.4 All termination payments including the payment of accrued but untaken annual leave and long service leave will be paid at the original salary rate not the Adjusted Salary.

28 INCOME PROTECTION

- 28.1 During the life of the Agreement the Company will take out an income protection policy on behalf of all Employees covered by this Agreement.
- 28.2 The current provider is Wageguard and the current level of Bronze coverage will be maintained. The Company and the Union will consult and reach agreement regarding any change of provider for the income protection policy.

Signed for and on behalf of
Unilever Australia Trading Limited
by its duly authorised representative



Signature of authorised representative
Site Unit Director (SUD)

WAQAS ZAHEER / SUD MINTO
Name and position of authorised
representative (please print)

28-10-2024
Date

2 MAGNUM PLACE MINTO
Address NSW 2566

Signed by
Employee Representative



Signature of Employee Representative of
Unilever Australia Trading Limited in his/her
capacity as an employee covered by the
classifications of this Enterprise Agreement

Terry Francis / operator
Name and Position of Employee
Representative (please print)

28-10-2024
Date

2 MAGNUM PLACE, MINTO
Address NSW 2566

Signed for and on behalf of
**Automotive, Food, Metals, Engineering,
Printing and Kindred Industries Union**



Signature of authorised representative

Brad Pidgeon - Acting State Secretary
Name and position of authorised
representative (please print)

29 October 2024
Date

3/133 Parramatta Road, Granville NSW 2142
Address



APPENDIX A – CLASSIFICATIONS, TRAINING AND CAREER PATH

CLASSIFICATIONS

PRODUCTION

All production operators have an important responsibility to work safely and ensure the quality of the products we produce.

ENTRY LEVEL OPERATOR (ICM1)

This is the entry level for new Employees with limited or no experience. Operators at this level are required to perform the following tasks including but not limited to;

- Manually packing product into boxes
- Load product and raw and/or packaging material onto/from production lines
- General housekeeping including recycling, rubbish removal
- Supervised open plant and manual equipment cleaning and sanitation that has been premixed
- Material transfers including rework to and from locations using manual handling equipment;
- Operate stand alone basic equipment;
- Safely remove product from conveyors that do not meet Company standards; and
- Monitor product moving from infeed/ outfeed conveyors of equipment are correctly feed and packaged.

Employees at this level perform routine duties safely, report risks/hazards through appropriate channels and follow detailed instructions.

To progress to ICM2, operators will need to know a minimum of 1 location on a line (i.e. full front-end or full back-end), or are being trained in 1 outer area. Permanent Employees are required to become competent and progress before the completion of the 6 month probation period.

To aid in retention, new Employees will be moved from an ICM1 to ICM2 for the purposes of pay once competent in their first assessment (run, start, stop).

BASIC OPERATOR (ICM 2)

This is an entry-level position for operators with relevant experience. In addition to the tasks defined at ICM1, Operators at this level are required to perform the following tasks including, but not limited to;

- Clean/ Sanitise area and equipment to Company standards, policy and procedures.
- Ensure supply of materials raw or pack in equipment so production does not stop.
- Start, monitor, stop, changeover and minor trouble shoot a series of equipment as per workplace organisation following safety, food safety, environmental and quality policy and procedures.
- Participate in autonomous maintenance activities as trained;
- On job coaching
- Rework/Tip/ Transport product/materials to minimise waste.

- Transport stock to and from lines.
- Participate in continuous improvement.
- Assist in “like for like” training.
- Participate in data collection to aid safety, food safety, environmental sustainability, cost and performance

Other roles at this level include Cleaner/Line support which is responsible for but not limited to;

- Waste management;
- Cleaning outer compact area;
- Cleaning of foot baths; and
- Cleaning of drains.

To progress to ICM3, operators need to know at least 1 full line or 1 outer area (1 full mix plant (1 or 2), all stores, palletiser (fully functional in SAP).

MACHINE OPERATOR (ICM 3)

In addition to the tasks defined at ICM2, Operators at this level are required to perform the following tasks, including but not limited to;

- Ability to operate/ set up/ changeover multiple equipment/ processes on 1 full line in the Production Hall or Mixing or Stores or Palletising area.
- Participate in autonomous maintenance activities as trained;
- Complete documentation/records relating to Product quality and food safety and conduct testing and sampling as per work location procedures;
- Line Co-ordinators at this level will deliver training plans, assess competency and audit of process and procedures. Identifying losses and accurately recording information at a higher level to provide insight through the Company systems including DFOS, Buildapp and Tags.
- Participate in autonomous maintenance activities as trained.

To progress to ICM4, operators need to know at least 2 technologies. Promotion is by application for technical assessment and upon successful completion. Technologies to be trained in are at the discretion of the Company based on business needs current and future.

MACHINE OPERATOR MULTISKILLED (ICM 4)

In addition to the tasks defined at ICM2 and ICM3, a Operators at this level are required to perform the following tasks, including but not limited to;

- Monitoring, managing and improving processes within areas, including an allocated area for 5S, GMP Audits and Compliance Audits.
- Development of equipment/processes capability and flexibility and keeping processes operating in a compliant and effectivity manner.
- Developing and delivering training plans, assessing competency and or auditing of process and procedures.
- On job training and sign off of operator competencies
- Developing and updating equipment operating procedures.
- Identifying losses and accurately recording information at a higher level to provide insight.
- Lead Root Cause Analyse, Kaizens & EWO’s and investigations for productivity, safety, quality, environmental and food safety loss.
- Ability to use SAP as per the SAP matrix for the signed off technologies.

- Ability to raise incidents and SNCR's.

May be required to move across trained technologies based on needs of the business

To progress to ICM5, operators need to know at least 3 technologies. Progression is limited by vacancy and application only. Performance and Conduct is considered for progression.

EXPERT OPERATOR (ICM 5)

In addition to the tasks defined at ICM2, ICM3 and ICM4, a Operators at this level are required to perform the following tasks, including but not limited to;

- Identification of technical maintenance requirements through higher level understanding of equipment components and drives.
- Conducting PM's that are related to visual inspections of pumps, bearing, seals, lubrication and tightening.
- Sign off on accuracy/ completion of Safety, Food Safety & Quality Documents
- Provide instruction on process performance, operation and adjustment, and abnormality handling methods to improve operational reliability by developing competent process operators.
- Avoid inspection duplications and omissions by incorporating interim cleaning and inspection standards for periodic inspection equipment items and in replacement standards for entire processes or areas.
- Be flexible to move across signed off technologies to fill gaps, assist in training or problem solving. Skills will be maintained and utilized across all signed off technologies.
- Provide specialized\expert training to operators
- Participate and Assessment in the holistic panels for ICM progressions.

Operators at this level need to have undertaken a maintenance competency related to PM tasks.

SHIFT SUPERVISOR (ICM 7)

The role description is a Shift Leader whose duties will include but not limited to additional leadership responsibilities for the overall performance and running of their shift. Duties include but are not limited to;

- Understanding of Targets for production, safety, quality, cost and environment of site and escalating of issues that will impact.
- Coaching & Mentoring of Operators
- Loss type recognition and facilitation of RCA teams.
- Allocate and follow up actions from RCA, Safety & House Keeping audits are completed.
- Maintain a budget OT/ Consumables etc.
- Understand SAP and able to do proper movements related to operations.

Progression to this level is limited by vacancy and application only. There will be one vacancy per shift.

Technologies

The following is considered a “Technology” for the purposes of progression to ICM4 and ICM5

- Moulded Stick
 - Ria 1 or 2
- Extruded Stick
 - Stick 1 or 2
- Tubs
 - 2L and 1L
- Bars (Moulded stickless)
 - BL2
- Stores, upper and lower
- Mix Plant 1
- Mix and fruit processing Plant 2
- Palletising

(The choc melting position is a role and is not considered a technology. Employees in choc melt would need to be signed off on the above technologies for progression). All Stores, and Palletising operators are to be signed off in choc melt prior to progression.

BL3 will be considered a technology for ICM level progression

MAINTENANCE

All Maintenance Employees are responsible for maintaining the smooth running of the lines and other machinery.

Maintenance Tradesperson (MICM4):

This is the entry level for all Metals and Electrical Trades people employed at Streets Ice cream.

Trades at this level are new to the business and need to learn all relevant equipment to their trade across the site.

Maintenance Tradesperson (MICM5):

At this level the MEM Trades person will be able to carry out preventative maintenance across the site in their field. Attend breakdowns and provide MTTR & MTBF data. Train operators. Maintain records of breakdowns including cost of replaced parts in SAP. Maintain GMP in workshop. Conduct EWO's.

The Company reserves the right to appoint new Tradespersons to this level if they have sufficient industry experience.

Preventative Maintenance (PM) Fitters are employed at this level and serve a specific role for specific maintenance tasks.

Maintenance Expert (MICM6):

Progression to this level is by appointment only on the basis that there will be one fitter and one electrician per shift. Employees must hold a dual trade or enough cross trade additional competencies in skills required by the Company. Appointment will be based on the Employee demonstrating the required skills through an assessment. These skills may, at the Company's discretion, be provided

through external training and on job training via an application process. In circumstances where an employee is going through training to be appointed, there may not be one fitter or one electrician until the training and assessment are completed. Vacancies will be notified on the notice board.

Dual Trade requirements within the Company extend to:

Automation

- Demonstrate skills to troubleshoot machine issues using automation soft wares including Rockwell and Siemens in a timely manner.
- Demonstrate excellent electrical & controls skills for breakdown, maintenance support and small projects.
- Demonstrate above skills consistently for 3 months to be able to be considered for MICM6 role.

Calibrations

1. Calibration of flowmeters, PTs, TTs etc including Parameterization
2. Demonstrate above skills consistently for 3 months.

Fabrication & Welding

1. Expertise to weld to food industry standards.
2. Demonstrate above skills consistently for 3 months.

Refrigeration Mechanic

Maintenance experts will participate in new equipment design, installation and commissioning and arrange spare parts requirement, technical drawings, manuals, instructions and allocate in SAP/ MP database. They will also provide high level analytical data on performance and facilitate PPA's.

On job skills assessments will be conducted over 3 months and assessed by the internal subject matter experts or industry experts Eg: Electrical Lead or Automation Engineer.

Senior Maintenance Supervisor (MICM7):

Progression to this level is limited by vacancy and application only. The role is a technical facilitator in engineering and will have additional leadership responsibilities. There will be one vacancy per shift and may be required to act as the shift leader for the shift when there is no management immediately available.

Skills required would be identifying and assisting in rectifying skills gaps in the maintenance team, monitor conformance to maintenance plan, arranging weekend maintenance requirements and data on compliance to plan. Assist planning shutdowns and identifying opportunities for pitstops. Provide reports on loss gap closures and monitor if PM costs and OT.

It is a term and condition of this Enterprise Agreement that mechanical tradespersons acknowledge and accept that they may be required to perform services as operators in conjunction with duties previously reserved for trade classifications, provided that tradespersons will not be required to perform operator tasks unless they have been previously trained and deemed competent by Unilever. For the avoidance of doubt, this means that tradespersons may be required to cover operator breaks or cover shortages in emergency situations.

OVERVIEW OF THE CAREER PATH FOR ICM'S

Since its establishment at Minto, the Union and Streets have agreed, through the EBA, to link pay rates to competency levels. Basically, the more competencies you have the higher the flexibility and responsibility you undertake.

This document shows you the requirements and expectations for each level. Please note that at Streets we use "ICM" as your classification name and the letters stand for "Ice Cream Manufacturer".

The following provides the introduction to the Career Path Levels.

About Career Progression at Streets

Progression along the Streets career path:

- Competency based training is designed to be done primarily as a combination of on the job training with some theory which may need to be done off the job.
- Assessment activities in both streams will be used as evidence of your knowledge and skill that will give you a portable, recognised qualification on completion.

Once you have completed your training and been assessed competent by the internal Assessor you will be able to progress to the next ICM level if progression is available from your entry point.

The following table provides the Career Path Levels

LEVEL
BASIC OPERATOR
MACHINE OPERATOR
MULTI SKILLED MACHINE OPERATOR
EXPERT OPERATOR
ICM 4 TRADE
ICM 5 TRADE
ICM 6 TRADE
ICM 7 Shift Leader

Introduction to the Training and Assessment Process

Training: is the process that takes place when planned learning activities, targeted at improving the job performance of individuals occurs. This training may be formally organised by the Company or the RTO / external 3rd Party Trainer or may occur through learning experiences on and off the job.

Competency: occurs when the combination of knowledge and skill and the consistent application of that knowledge and skill are achieved at the standard of performance that is required in employment at Streets and the food industry in general. Competency can only be achieved when you have been successfully assessed by the Streets Internal Assessor.

Competency includes all aspects of work performance such as:

- Performing the job at the acceptable level of skill.
- Organising one's own tasks.
- Responding and reacting appropriately to the unexpected.
- Transferring skills and knowledge to new situations.

What is a competency-based approach?

Competency assessments are available to anyone who believes they have the knowledge and skills to meet the organisation's standards in a particular area. This approach recognises that people learn in different ways and at a different pace and so the candidate is the most important component in a competency-based system.

What is a competency-based assessment?

This is the process of gathering evidence and making judgements against the performance criteria that is outlined in the standards. This may include records of practical activities, supervisor's reports, assessor's observations, training logs and successful experiences.

There are only 2 levels of competency:

- Competent - when the evidence received achieves **ALL** items in the national standard.
- Not yet competent – if there is not sufficient evidence of adequate knowledge or technical skill for ALL parts of the national standard.

Assessment Principles

There are some critical principles that underpin the assessment process. These are:

1. **The Candidate drives Assessment:** The assessment process is driven by the candidate. You, the candidate, can ask for assessment once you believe you have learned all aspects outlined in the unit's standard.
2. **Progress assessments will be carried out during the training period.** At the commencement of training, trainees will have a trainer assigned to them. When the Trainee is marked competent at the assessment 'run, start, stop' they will no longer have a dedicated trainer always assigned to them but a trainer available to provide guided training as new experiences become available. This is not intended to extend the training period but allow independent learning from the trainee. To avoid doubt, they will have an assigned trainer on new tasks not yet competent including deep cleans and change overs.
3. **The assessment is Valid:** The evidence the Assessor uses to judge you is directly linked to the holistics panel assessment sheet or the assessment booklet.
4. **The assessment is Reliable:** The assessment outcomes (C or NYC) should be the same no matter who conducts the assessment.
5. **The assessment is Sufficient:** To achieve competency requirements, candidates need to demonstrate their abilities in a range of situations over a period of time. Your supervisor, your trainer and you should all be able to provide evidence to the Assessor to make sure you get a fair hearing.
6. Once you have achieved a competency relevant to your classification, you can be required to apply it to its fullest extent.

What if I do not agree with the assessment decision?

There is an appeals mechanism.

A trainee should direct any questions about their assessments in the first instance to the Human Resources Department who will liaise with the internal Assessor to explain the reasons for the "not yet competent" assessment and future training options. If there are still questions outstanding or

agreement is not met then an individual may refer the matter to the dispute avoidance procedure outlined in the Agreement. The grievance should be resolved quickly and co-operatively to the mutual satisfaction of all concerned.

Roles and Responsibilities

1. **Production Leader/Shift Supervisor:** Ensure that tasks are given to only those Employees who have been trained and are competent to do that task. To achieve this, the Shift Leader works with the Assessor, the Training Department and the Delegates Training Committee to put in place learning and assessment plans for each Employee and ensures Employees have access to a mentor and coach through their training and assessment.
2. **Trainer:** Streets will support trainers to help ensure all Employees reach National Standards. The accredited Company based trainers will deliver the on the job training to the individual either on a one to one basis or in a group to meet organisational requirements and /or competency standards. The accredited Company based trainers take the trainees step by step through the procedures of the task and the theory which underpins competency based training.
3. **Assessor:** Streets will support Company based assessors to help ensure all Employees can reach the required Standards. The Company based assessors will judge progress on practical application of workplace tasks and provide this evidence to the Holistic panel in the assessment workbooks. The role of the RTO / Internal Assessor is to interpret the collected evidence and make a judgement of competency by applying the principles of assessment and rules of evidence. This will always be done in liaison with the Holistic panel.
4. **Trainee:** Responsible for their own training by fully participating and compiling strong evidence of completion of requested actions and evidence based assessment. The trainee is to indicate when they are ready to be assessed and apply for assessment through the Human Resources department.
5. **HOLISTIC PANEL:** The holistic approach is to ensure all areas of evidence have been demonstrated. The Holistic panel will consist of departmental experts to question to candidate and review the evidence provided to ensure competency application. The trainee is to actively participate in the Holistic panel to be deemed competent.

APPENDIX B – SHIFT SWAP

In the event that a shift swap is requested by the Company and agreed between the Company and an Employee, the swap shall take place with no loss in pay in the event that a shift that the Employee was originally rostered to work, would have attracted a higher shift penalty than the shift they are now appearing at. If the shift swap means that the shift which the Employee is now going to work has a higher shift penalty than the shift originally rostered, then the penalty of the shift with the higher shift penalty shall be applied.

In the event that this swap was at the request of the Employee, the shift penalty in this instance would be whatever shift was worked.

Special provisions must apply for the coverage of both day and night shift on Wednesday each week. Each crew shall develop a roster, taking into account skills matrix and suitable coverage options, which will allow people to know that in the event they were requested to swap shifts to cover a crewing gap on a Wednesday day or night, that they need to be rested and prepared to accept the shift swap.

This shift swap roster will work in the following way:

1. The crew rostered to work on Wednesday night, will need to develop a roster of people who can be available to swap and work on Wednesday day if required.
2. The crew who worked Tuesday night shift and are due to come back on Thursday day shift, will develop a roster of people who can be available to swap and work on Wednesday night if required.
3. This roster will be developed with the shift leaders and the crew, ensuring that enough cross skills are always available to cover any needs as they arise.
4. It is a term and condition of this Enterprise Agreement that those rostered on to be available for this shift swap, must swap the shift when requested to provide coverage for these 2 shifts, which would otherwise be uncoverable.
5. The Company contends that forced shift swap on these shifts will only be instigated where there is no current availability for Weekend Flex Crew or casual Employee to cover this requirement in normal time.

APPENDIX C – MAJOR MAINTENANCE AND PROJECT WORK CLAUSE FOR MAINTENANCE AND PRODUCTION EMPLOYEES

In the event that there is a project being undertaken or a major maintenance shutdown that could benefit from the involvement of dedicated resource(s), the following flexibility arrangement may be undertaken:

1. Once the period is defined, required start and finish dates are known, and the number of maintenance or production Employees required, (possibly minimum and maximum if discreet numbers are not required), and the type of experience required, i.e. electrical, mechanical, refrigeration, dedicated technology expertise and the proposed working arrangements, this information will be made available to the entire rotating trades group and/or eligible production team members for nominations.
2. All applications are voluntary.
3. In the event that more than the required applications are received, a transparent selection process will take place, taking into account the type of work, the technology involved, the experience of the individual(s) on that technology and the effect that will be placed on the shift team the individual(s) will be leaving if multiple applications are received from the same shift team.
4. Once the individuals are selected, depending on the shift they are leaving, the duration of the agreement and the date of the shift they will be returning to, an agreement will be formalised with each individual explaining the work hours, the actual start and finish date and the return date.
5. Prior to commencing the agreed shift, there will be an understanding that reasonable time off between rostered hours and engagement is required. Duration to be agreed between the parties. During this period, the individual(s) will remain on their rotating shift salary and entitlements (no loss of pay) and will work their ordinary hours per week. The hours and days of work that will make up these hours will be agreed prior to applications being sought, but will not be in excess of 12 hours per day or less than 8 hours per day and the days of work will not be less than 4 days per week, or more than 5 days per week and be restricted Monday – Saturday.
6. Any hours worked in excess of the ordinary hours per calendar week will be voluntary and will be as overtime.
7. To compensate for any additional hours worked during the period that would not have been worked on the normal rotating shift, these will be paid at double time at the completion of the period on the fixed shift. In the instance where it equates to less hours, no financial loss will be recovered.

APPENDIX D – APPRENTICE EMPLOYMENT CONDITIONS

Where it is agreed to employ an Apprentice the following working conditions will apply whilst undertaking their apprenticeship:

1. The apprentice will be engaged under a training agreement approved by the relevant apprenticeship authority.
2. Hours of work will be 38 hours per week on average, 8.00 am to 4.00pm (8 hour shifts), Monday to Friday. Hours of work may only be changed by agreement within the requirements of the training agreement and the site EBA.
3. Two hours per week will be banked and taken as rostered days off in the low season. These rostered days will be taken as directed by management following consultation with the individual Employee.
4. An apprentice will not be eligible for OT or shift work unless they are over 18 years of age and provided it does not impact on any training courses they may be undertaking as part of their apprenticeship. Should an apprentice undertake O/T or Shift work the terms will be in accordance with the EBA and the parent award.
5. An Employee working overtime will be allowed a rest period of ten minutes if working two hours overtime or a crib break of twenty minutes if working four hours overtime.
6. The pay period will be fortnightly, two weeks in arrears.
7. Meal breaks will be paid breaks and will consist of a 30 minute break plus a 20 minute break
8. Rates of pay are in accordance with Clause 15
9. A Tool allowance is not applicable and the Company will supply and replace the tools required.
10. The annual leave entitlement will be 152 hours per annum.
11. Personal/carer's leave entitlement will be 10 days per annum
12. All other terms and conditions will be in line with the current site Enterprise Agreement.

APPENDIX E – MANNING LEVEL GUIDELINES

Unilever is committed to providing a safe workplace for all Employees and will ensure that at all times, appropriate numbers of trained Employees are rostered for the operations as required taking into account safety and ergonomics.

When considering crewing for production shifts, the current production lines will have the following numbers allocated to them:

- Ria 1 – 4
- Ria 2 – 4
- Stick 1 – 5
- Stick 2 – 5
- Spiral – 4
- Bar 2 – 4

These numbers are subject to change and will take into consideration safety for continuous full speed operation of these production lines, whilst ensuring all operators operating these lines can be relieved from the production line for all meal breaks. These numbers include the relief operator for all break relief.

In addition to these numbers the Company may bring in part time Employees or casual packers for unique products or line commissioning activities to help supplement the line requirements for that specific instance.

There is also scope to roster above this number when a shift has a combined workload which is beyond what is capable from the standard rostered crew.

In the event that crewing cannot be provided up to what would be considered an appropriate level of cover for the continued and maximised operation of the plant or part of a plant, the Company will consider how and if the plant may operate in a modified way, but at all times ensuring that a safe workplace is maintained.

Sub modified ways may include, but are not limited to:

- Running the line / equipment at a slower speed
- Stopping the line / process or part thereof for breaks and the entire team / crew may take breaks at the same time.
- Off load some of the task to semi-skilled / partially trained Employees if this will assist in the continuous safe operation of the process.

When considering such alternate operational modes, the work force directly impacted will be consulted in determining the best way to proceed.

In the event that an Employee feels that any task for which they are being asked to perform is unsafe, they should immediately seek relief from the line to discuss this with their, Shift Supervisor, Production Leader or HSR in an attempt to resolve the issue.

When considering crewing for the Outer Area roles, consideration will be given to the amount planned workload, including, but not limited to:

- The amount of deliveries planned;
- the amount of batches planned;
- the amount of production lines running;

- the amount of bulk chocolate to be melted; and
- all other tasks which may impact on the safe and continuous operation of the outer area location.

In general, the estimated standard crewing for these areas will be 10 operators combined for standard production shifts while running 7 lines. These numbers are subject to change in consideration of safety for continuous operation.

In the event this number cannot be obtained on a particular shift, prior to arranging overtime, the workload for the shift will be considered with the crew and the Shift Leader / Supervisor to see if modifications, delays, splitting of tasks with other functions or other suitable methods may be undertaken for that shift to allow safe continuous operations. In the event this cannot be resolved and overtime or other methods of additional resource are not available, then agreements on prioritisation of tasks must take place to minimise the impact on operations, while ensuring a safe workload is maintained.

There is also scope to roster above this number when a shift has a combined workload which is beyond what is capable from the standard crew of 10.

Crewing for overtime production shifts

In the event that an overtime production shift is called, the manning for production lines will be maintained.

The manning for Outer Areas will be reviewed, decided and communicated prior to the shift itself. The level of crewing will be based on the same criteria as for rostered production shifts. This will in most cases be less than the 10 operators that are required for rostered production shifts as the workload is usually significantly less, depending on which and how many production lines are running.

Crewing for non production shifts

Crewing for non production shifts, either within standard shifts patterns or on overtime, will be purely task and workload based.

The types of tasks include, but are not limited to:

- Maintenance;
- Cleaning and Sanitation;
- Stocktakes, special event preparation; and
- Other non production related activities.

APPENDIX F – PUBLIC HOLIDAY ARRANGEMENTS: MINTO SERVICES TECHNICIANS

Due to the sensitive nature of products and processes and the need to ensure safety and hygiene standards, some Engineering Services attendance on public holidays is required. In recognition of these working arrangements in Engineering Services being unlike other areas of the site, the following special conditions shall apply.

1. Shift coverage will be provided as required, normally as per the roster. Should a mutually convenient arrangement be agreed between Services Technicians, then one Technician may do an extra shift to substitute for another. As a backup if required, a suitably inducted contractor may be engaged to provide the necessary coverage.
2. Under normal circumstances, only some coverage of the dayshift will be required but there may be extenuating circumstances, relating to abnormal plant operation that could necessitate a more extended or even full coverage. All efforts will be made to minimise such a requirement.
3. As compensation for this necessary coverage, the following will apply:-
 - a. all hours worked on a Public Holiday will be paid at double time and the Public Holiday will be banked.
 - b. should the attendance time required to carry out all necessary duties be less than six (6) hours, a minimum of six (6) hours at the double time rate will be paid (and the Public Holiday will still be banked).