

BUDERIM FOODS PTY LTD - ENTERPRISE AGREEMENT 2025

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1.1 TITLE

This Agreement shall be known as the *Buderim Foods Pty Ltd Enterprise Agreement 2025* (“the Agreement”).

1.2 PARTIES BOUND

This Agreement shall cover:

- a) Buderim Foods Pty Ltd, 50 Pioneer Road, Yandina (“the Company/the Employer”); and
- b) All Employees of Buderim Foods Pty Ltd who are engaged in a classification which falls within the classification structure set out in Appendix 2 and 3 of this Agreement (“the Employee(s)”).

The United Workers Union will also become a party to this Agreement once it has made an application to the Fair Work Commission to be covered by the Agreement in accordance with section 183 of the *Fair Work Act 2009*.

1.3 DATE AND PERIOD OF OPERATION

This Agreement comes into operation on and from the seventh day after approval by the Fair Work Commission and has a nominal expiry date of 31 December 2027.

1.4 ENTERPRISE AGREEMENT POSTING

A copy of this Agreement shall be exhibited in a conspicuous and convenient place on the premises of the Employer so as to be easily read by employees.

1.5 NO EXTRA CLAIMS

This Agreement is in full and final settlement of all parties’ claims and industrial matters for the nominal term of this Agreement and no party will raise or pursue any extra claims during the nominal term of this Agreement.

1.6 PRESERVED ENTITLEMENTS

Notwithstanding any provisions of this Agreement to the contrary, the preserved entitlements provided in Appendix 5 will apply to Employees engaged prior to the commencement of this agreement and will not apply to Employees engaged after that date.

PART 2 - ENTERPRISE BARGAINING

2.1 SINGLE BARGAINING UNIT

Negotiation of this Enterprise Agreement was facilitated through the Single Bargaining Unit consisting of Employee representatives and representatives from the Employer’s Management.

2.2 PRODUCTION COMMITTEE

The Production Committee shall consist of Employees from each section of the factory and representatives from the Employer's Management. Refer to Appendix 1 - Production Committee Constitution.

2.2.1 Review of Workplace Organisation

The Production Committee shall conduct a review of workplace organisation and recommend changes as required. This review shall consist of but not be restricted to the following:

- (a) Identification of inefficient work practices;
- (b) Improvement in quality of service;
- (c) Reduction in absenteeism;
- (d) Reduction in staff turnover;
- (e) Flexibility of hours;
- (f) Job rotation;
- (g) Redeployment and redundancy;
- (h) Work organisation, e.g. work teams;
- (i) Job re-design;
- (j) Training and skills development;
- (k) Introduction of technology;
- (l) Equal Employment Opportunity;
- (m) Job sharing.

2.2.2 Monitoring and Measuring of Productivity

The Production Committee may investigate new performance improvement indicators to measure gains in productivity, efficiency and flexibility so that improvements resulting from Employee effort can be shared with the Employees through future wage increases.

PART 3 - TERMS AND CONDITIONS OF AGREEMENT

3.1 AIMS AND OBJECTIVES OF THE AGREEMENT

- (1) Improvements in wages and conditions though important are not the principle function of this Agreement. The overriding aim is to improve productivity, efficiency and flexibility of Buderim Foods Pty Ltd through the effective implementation of agreed measures which will significantly increase the Company's competitiveness in industry and offer secure and worthwhile employment for its Employees whilst enabling better wages and conditions to be granted without compromising enterprise viability.
- (2) To maintain the consultative and participative approach to implement increased and sustained productivity across all areas of operations.
- (3) To continue to develop an environment of continuous improvement which is conducive to a flexible work organisation able to respond to changing demands in industry.

- (4) To reduce the level of disputation between Employees and management by ensuring that procedures for resolving grievances and disputes are followed.
- (5) To maintain and improve the consultative mechanism whereby all changes and proposals that may affect the operations of the enterprise are discussed and evaluated by management, the Employees and their nominated representatives.
- (6) To provide the environment for Employees to develop a broader range of skills, thereby maximising job satisfaction and rewards.
- (7) The parties agree to work together to develop and maintain a co-operative relationship.
- (8) This Agreement shall be read in conjunction with the National Employment Standards (NES). No term of this Agreement shall be less favourable to Employees than the corresponding terms in the NES. Where a term of this Agreement is less favourable, the corresponding term of the NES will apply.

3.2 IMPROVEMENTS IN COMMUNICATION

- (1) All parties agree to participate constructively in regular team communication discussions which shall be used as a starting point for the development and allocation of tasks which need to be done to achieve the efficiency objectives.

Special attention will be paid to communication with Employees and supervisory staff to ensure that all are:

- (i) Familiar with the contents of this Agreement and any subsequent Agreements;
- (ii) Informed of changes which will affect individual Employees, and ensure that such changes are handled sensitively.

- (2) The SBU and Production Committee are seen as the key part of the framework for implementing any workplace change. The discussions required regarding the introduction of changes, as detailed below, will be facilitated through this committee.

3.3 CONSULTATION

- (1) The Company must consult the Employees to whom this Agreement applies about:
 - (a) a major workplace change that is likely to have a significant effect on the Employees; or
 - (b) a change to their regular roster or ordinary hours of work.
- (2) The Employees may appoint a representative for the purposes of that consultation.
- (3) If:
 - (a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - (b) the Employee or Employees advise the Employer of the identity of the representative;

the Employer must recognise the representative.

- (4) For a change to the Employees' regular roster or ordinary hours of work, the Company is required to:
 - (a) provide information to the Employees about the change; and
 - (b) invite the Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
 - (c) consider any views given by the Employees about the impact of the change.
- (5) In this term, a major change is likely to have a significant effect on Employees if it results in:
 - (a) the termination of the employment of a significant number of Employees; or
 - (b) major change to the composition, operation or size of the Company's workforce or to the skills required of Employees; or
 - (c) the elimination or diminution of a significant number of job opportunities (including opportunities for promotion or tenure); or
 - (d) the need to retrain a significant number of Employees; or
 - (e) the need to relocate a significant number of Employees to another workplace; or
 - (f) the restructuring of a significant number of jobs.
- (6) If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Company, the change will not be deemed to be one which is "likely to have a significant effect on Employees".

3.4 CONTRACT OF EMPLOYMENT

- (1) Employees may be engaged on a full-time, part-time or casual basis in accordance with the terms of this Agreement.
- (2) Buderim Foods Pty Ltd may direct an Employee to carry out such duties as are within the limits of the Employee's skill, competence and training consistent with the classification structure of this Agreement provided that such duties are not designed to promote deskilling.
- (3) Buderim Foods Pty Ltd may direct an Employee to carry out such duties and use such tools and equipment as may be required provided that the Employee has been properly trained in the use of such tools and equipment.
- (4) Any direction issued by Buderim Foods Pty Ltd pursuant to clause 3.4(2) and 3.4(3) shall be consistent with the Employer's responsibilities to provide a safe and healthy working environment.
- (5) The minimum period of engagement for casual Employees will be four hours. If due to unforeseen circumstances, previously arranged work is not available, all effort will be made to contact the Employees concerned and in such cases will not be paid.

- (6) Casual Employees will be entitled to conversion to permanent employment in accordance with the *Fair Work Act 2009*.
- (7) The onus is on the Employee to inform the Work Health, Safety (WHS) Officer and their Team Leader of any prescribed medication or any legally available, over the counter medicines being consumed during working hours. Employees suffering from illnesses such as epilepsy, diabetes etc, are required to advise the WHS Officer of such illnesses. No alcohol or illicit drugs are to be consumed during an Employee's working hours. Employees should not present for work under the influence of alcohol or drugs.
Refer to the Buderim Foods, Drug and Alcohol Policy for detailed information.
- (8) If a salaried staff member is rostered onto a shift then that person will fulfill that commitment for the duration of that shift. This will not prohibit the Employer from deploying whatever employee resources are available to conduct work activities the Employer identifies as appropriate to meet business conditions. It is not the intent to replace production Employees with salaried staff.
- (9) Both parties recognise the benefit of a stable workforce and it is recognised that Employees appreciate the benefits of secure employment. The Employer is committed to implementing employment practices that support this. In relation to the use of casual labour engaged through a labour hire contractor and/or directly through Buderim Foods, the Employer undertakes to review the status of such employment arrangements in line with business requirements and to meet the flexibility of operational needs.

3.5 TRAINING

- (1) A comprehensive education, training and skills development program will continue to be developed to ensure that Employees have the opportunity to achieve their potential and meet the changing needs of the enterprise. This program will include the conduct of skills analysis required for a re-designed workplace and the skills currently held by Employees. The program will also include workplace assessment for recognition of prior learning towards the National Food Industry Certificate.
- (2) Training will be in accordance with standards and accreditation established by the National Training Board, to provide a career path for Employees at Buderim Foods Pty Ltd and to meet the specific needs of the enterprise.
- (3) In addition to job specific skills, an emphasis will be placed on improving the numeracy and literacy skills of Employees.
- (4) All Employees will be committed to the training and reskilling associated with the introduction of new technology and subsequent restructuring of the workforce.
- (5) Whilst in attendance at training events, Employees will be paid at ordinary base rates consistent with their normal ordinary hours of work, excluding provisions for overtime, allowances and penalty rates.

3.6 TIME AND WAGES RECORDS

- (1) The Employer will keep and have available a record showing classification, wage rate and starting and ceasing times of all Employees.

3.7 PAYMENT OF WAGES

- (1)
 - (a) When an Employee is discharged or leaves their employment in accordance with the Termination and Redundancy clauses in this Agreement, the Employee shall be paid all monies due as soon as practicable and, in any case, within 24 hours, except where a Sunday or public holiday intervenes, in which case the Employee shall be paid such monies not later than noon on the next succeeding working day.
 - (b) If the Employee is not so paid the Employee shall, for such time as shall elapse between discharge or leaving employment as stated in (a) and being paid, be paid at the ordinary rate of wages.
- (2)
 - (a) Where mutually agreed upon between Buderim Foods Pty Ltd and a majority of Employees, wages may be paid weekly or fortnightly.
 - (b) Subject to clause (2)(a) above, wages are currently paid on a weekly basis and processed each Tuesday. Where a relevant Tuesday coincides with a public holiday, such payroll processing will occur on the immediately following business day.
 - (c) All wages will be paid via electronic funds transfer directly into the Employee's account in any financial institution nominated, which has that facility available.
 - (d) Payment of annual leave and long service leave will be paid by electronic funds transfer in the same manner as normal wages are paid, i.e. weekly in arrears or in advance. By nomination on the Leave Application Form, arrangements can be made for leave pay to be paid in advance.

3.8 DEDUCTIONS

- (1) On written authorisation by an Employee, the Employer will deduct monies from an Employee's wages and forward such monies to any organisation nominated by the Employee.

3.9 DISPUTE SETTLEMENT

- (1) If a dispute relates to:
 - (a) a matter arising under the Agreement; or
 - (b) the National Employment Standards;

this term sets out procedures to settle the dispute.

- (2) An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- (3) In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee or Employees and relevant supervisors and/or management.
- (4) If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.
- (5) The Fair Work Commission may deal with the dispute in 2 stages:
 - (a) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - (b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.

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

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

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

- (7) The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.

3.10 DISCIPLINARY PROCEDURE

- (1) Where an Employee has substantially breached their work contract and the disputes procedure has been followed, the Company may issue a warning to the Employee and counsel them with regard to the breach of duty.

- (2) A counselling session will apply wherever practical and/or appropriate. However, due to the seriousness of the offence a final written warning or instant dismissal may be warranted and applied.

The counselling session will identify Employer's concerns, will provide the opportunity for the Employee to identify causes and respond, and allow all parties to determine a mutually agreed action plan.

A written record of the counselling session will be kept on the Employee's personnel file.

- (3) An Employee shall receive a maximum of 3 warnings for "**misconduct**" in a 12 month period before they are dismissed and on each occasion of being issued with a warning, they shall be given reasonable explanation of this breach and afforded a reasonable opportunity to rectify the breach.

- (4) The three warnings will generally take the form of:

First Warning - A verbal reprimand. This warning must be a formal procedure whereby the Employee is advised of the breach of discipline. Counselling should also take place and a record of the incident documented.

Second Warning - A formal warning in writing with reference to the previous reprimand/s.

Third Warning - A final warning in writing is issued advising the Employee that if there are any further breaches of Company standards or policies, Management will seriously consider his/her future employment with Buderim Foods Pty Ltd.

- (5) An Employee who is guilty of "**serious misconduct**" will receive a final written warning and any further acts of serious misconduct in the ensuing 12 month period will result dismissal.

This shall not in any way prevent the Company from "**summarily dismissing**" any Employee for a serious breach of their employment contract or in accordance with the *FairWorkAct2009* (Cth).

- (6) **Types of Misconduct**

Examples of "**Misconduct**" as defined in Part 4, 4.2 (15) may include, but not be limited to:

- Excessive Absenteeism
- Bad Language
- Work Performance
- Failure to adhere to work instructions or standards
- Smoking in the workplace
- Temporary Absence from place of work without Authority
- Failure to observe safe working practices.

Examples of "**Serious Misconduct**" as defined in Part 4, 4.2 (16) may include but not be limited to:

- Sexual Harassment
- Offensive Behaviour
- Refusal of Duty
- Abusive Language

Examples of "**Summary Dismissal**" as defined in Part 4, 4.2 (17) may include but not be limited to:

- Stealing
- Fighting on the Job
- Assault
- Consumption of Alcohol and non-prescribed drugs during working hours.

- (7) Notwithstanding the procedure in this clause, the Employer will consider any disciplinary action in accordance with the relevant circumstances and take action as deemed appropriate.

3.11 **TERMINATION OF EMPLOYMENT**

- (1) Statement of Employment - The Employer will, in the event of termination of employment, provide upon request to an Employee who has been terminated, a written statement specifying the period of employment and the classification or type of work performed by the Employee.

(2) **Termination by Buderim Foods Pty Ltd -**

- (i) In order to terminate the employment of an Employee, the Employer shall give **in writing** the following notice to the Employee:

- (a) Employees with continuous service of 1 year or less: 1 week
- (b) Employees with continuous service of more than 1 year but not more than 3 years: 2 weeks
- (c) Employees with continuous service of more than 3 years but not more than 5 years: 3 weeks
- (d) Employees with continuous service of more than 5 years : 4 weeks.

- (ii) The period of notice specified in (i) above must be increased by one week if the Employee is over 45 years of age and has completed at least 2 years of continuous service.

- (iii) Payment in lieu of notice shall be made if the appropriate notice is not given, provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (iv) In calculating any payment in lieu of notice, the ordinary time rate of pay for the Employee concerned shall be used.
- (vi) The period of notice in this subclause shall not apply to casual Employees, nor in the case of dismissal for serious misconduct or other grounds that justified instant dismissal.

(3) Notice of Termination by Employee - The notice of termination required to be given by an Employee shall be the same as that required of the Employer, except in relation to the circumstances described in paragraph (ii) above

If an Employee fails to give notice, the Employer shall have the right to withhold wages due to the Employee with a maximum amount equal to the ordinary time rate for the period of notice not given.

3.12 REDUNDANCY

(1) Notwithstanding clause 3.11(3), in the case of redundancy, the Employer shall give the following notice:

- (a) Employees with continuous service of 3 years or less: 2 weeks
- (b) Employees with continuous service of more than 3 years but not more than 5 years: 3 weeks
- (d) Employees with continuous service of more than 5 years : 4 weeks.

(2) Severance Pay - In addition to the period of notice prescribed above, an Employee who is made redundant shall be entitled to the following amounts of severance pay:

Period of Continuous Service	Severance Pay
Less than 1 year	Nil
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks
At least 6 years but less than 7 years	11 weeks
At least 7 years but less than 8 years	13 weeks
At least 8 years but less than 9 years	14 weeks
At least 9 years but less than 10 years	16 weeks
At least 10 years	16 weeks

- (3) In all above cases "week's pay" means the ordinary time rate of pay for the Employee concerned and shall exclude incentive-based payments, bonuses, overtime, penalty rates, shift loadings, allowances and any other separately identifiable amounts.
- (4) On redundancy, pro-rata long service leave will be paid to Employees with 7 years of continuous service or more.
- (5) If the Employer makes a decision to terminate the employment of 15 or more permanent Employees for reasons of economic, technological, structural or similar nature, the Employer will, as soon as practicable after making a definite decision:-
- (a) Notify the Centrelink Employment Service in writing of the intended terminations. This notice will set out:-
 - (i) the reasons for the terminations; and
 - (ii) the number and categories of Employees likely to be affected; and
 - (iii) the time when, or the period over which, the Employer intends to carry out the terminations.
 - (b) Give each interested party an opportunity to consult with the Employer in relation to measures to avert the terminations or mitigate the adverse effects of the terminations.
- (6) Employees with less than one year of service - This clause shall not apply to Employees with less than one years of continuous service and the general obligation on the Employer should be no more than to give relevant Employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the Employees of suitable alternative employment.
- (7) Employees Exempted - this clause shall not apply:-
- (a) where employment is terminated as a consequence of misconduct on the part of the Employee;
 - (b) to Employees engaged for a specific period of time or for a specified task or tasks; or
 - (c) to casual Employees.
- (8) Incapacity to Pay - The Employer in a particular redundancy case may make application to the Fair Work Commission to have the general severance pay prescription varied on the basis of the Company's incapacity to pay.
- (9) When faced with redundancy, retention will be based on the needs of the Company, taking into account such factors as required skill levels and voluntary redundancies. The concept of "last on first off" will not apply.

- (10) The Employer will work with Employees, Employee Organisations and any relevant Government agencies to instigate Training/Retraining programs, seek new employment opportunities, provide career counselling and initiate emotional guidance programs.

3.13 UNIFORM PROVISIONS

- (1) Full-time and part-time permanent Employees shall be supplied with suitable protective clothing, hats, rubber boots and gloves. Note: Necessary safety equipment and clothing will be supplied to any Employee as required.
- (a) The Company will supply a pair of safety boots up to the value of \$130 (inc. GST). Subsequent replacement safety boots will occur every 12 months. Replacement of safety boots within this period will be reviewed on an individual basis to cover such matters as irreparable damage not caused through misuse or negligence on behalf of the Employee.
- (2) The issue of new uniforms will be in May each year and will be supplied as follows per year:
- (a) Men will receive -
- (i) three shirts, long sleeve or short sleeve or polo shirts
 - (ii) three pairs of shorts or trousers
 - (iii) one pullover (every 2nd year)
 - (iv) three pair of overalls can be substituted for (i) and (ii) above.
- (b) Women will receive -
- (i) Three polo shirts, plus three shorts or slacks, or three dresses (or a combination thereof).
 - (ii) two popovers
 - (iii) one pullover (every 2nd year)
- (3) Extra uniform items may be purchased at cost by an Employee. The timing of these orders shall be co-ordinated by the supervisor.
- (4) All items of uniform will bear the Company logo.
- (5) All Employees in receipt of work clothing shall wear such clothing while working on Company premises.
- (6) Long term casuals may purchase at Buderim Foods Pty Ltd rates appropriate Buderim Foods Pty Ltd uniforms.
- (7) All non-purchased uniforms are to be returned to the Company when employment has been terminated.

PART 4 - DEFINITIONS, WAGES, ALLOWANCES

4.1 CLASSIFICATION DEFINITIONS

Classification Definitions are contained in the Classification Matrices, Appendix 2 and 3.

4.2 DEFINITIONS

- (1) "Time and a-half" shall mean wages at the rate of 1.5 times the ordinary rate payable.
- (2) "Double time" shall mean wages at the rate of 2.0 times the ordinary rate payable.
- (3) "Supervisor" shall mean an Employee appointed to supervise or direct other Employees.
- (4) "Casual" shall mean any person engaged by the hour who may be put off or leave the Employer's services at any moment without notice.
- (5) "Trainer/Team Leader" shall mean an Employee appointed to train a team of workers and to co-ordinate the activities of the team.
- (6) "Seasonal worker" shall mean a Casual trained in duties specific to seasonal operations.
- (7) "Afternoon Shift Work" means any shift finishing after 6.00 p.m. and at or before midnight or where the majority of hours fall between those hours.
- (8) "Night Shift Work" means any shift finishing subsequent to midnight and at or before 8.00 a.m. or where the majority of hours fall between those hours.
- (9) "Continuous Shift Work" shall mean work that is continuous for 24 hours per day for an unbroken period of at least 28 days, except in the case of floods or breakdown or shutting down for holidays.
- (10) "Shift Work" shall mean work done by separate relays of Employees working recognised hours, preceding, during or following the ordinary working hours.
- (11) "Job Sharing" is a voluntary arrangement in which two or more people share one full-time job each working part-time on a regular on-going basis. Two Employees can jointly share the responsibilities of one full-time job or two Employees can jointly share one full-time position and divide responsibilities.
- (12) "Permanent Part-time Work" means work performed for less than full ordinary working hours for a week, but on a permanent basis, having continuity of employment and accruing cumulative benefits on a proportionate basis.
- (13) "Workplace Rehabilitation" means the combined and coordinated use of medical, Psychological, social, educational, and vocational measures to restore function or achieve the highest possible level of function of persons at work following injury or illness.
- (14) "Injury/Illness" means any injury or illness which hampers an Employee's ability to perform his/her normal duties, whether caused by work or non-work factors.

- (15) "Misconduct" means conduct or performance resulting in non-adherence to either work instructions, work standards or Company policy.
- (16) "Serious Misconduct" means behaviour which by current and generally accepted moral standards of the community would be regarded as reprehensible and deserving of censure.
- (17) "Summary Dismissal" means dismissal without notice where "an Employee is guilty of serious misconduct, that is, misconduct of a kind such that it would be unreasonable to require Buderim Foods Pty Ltd to continue the employment during the notice period".
- (18) "Earnings" means ordinary time earnings which includes holiday pay and sick pay but excludes overtime, allowances, leave loading and absenteeism.
- (19) "Shift Worker", for the purpose of the NES, is a 7 day shift worker who is regularly rostered to work on Sundays and Public Holidays.

4.3 WAGES

- (1) Classification Matrices and Guidelines are set out in (Appendix 2) hereto and the Engineering Pay Structure (Appendix 3) provides for appropriate Job and Task Definitions and Classification Criteria.
- (2) Casual Employees shall be paid 25% percent extra per hour in addition to the appropriate BF pay level. This loading is paid in lieu of paid leave entitlements, severance pay, public holidays and notice of termination.
- (3) This Agreement provides for the following minimum wage and allowance increases provided in Schedule 1:
 - (a) 5% from the first full pay period commencing on or after 1 January 2025;
 - (b) 3.75% from the first full pay period commencing on or after 1 January 2026; and
 - (c) 3% from the first full pay period commencing on or after 1 January 2027.
- (4) There will be no further wage increases for the life of this Agreement except for increases arising from reclassification based on the recognition of existing skills and prior learning using the appropriate vocational competency standards and subject to position availability.
- (5) **The Productivity Bonus**

The Productivity/Christmas bonus system is based on three equal measures (Key Point Indicators, which may vary each year as negotiated with the Production Committee). Each measure will represent 0.5% giving a total bonus of 1.5% if all the goals are achieved for the year. The payment of the productivity bonuses will be the total amount due (depending on the achieved outcomes for that given year), multiplied by the total gross wages (from 1st December to 30 November) of all current eligible Employees that are covered by the Enterprise Agreement, as of 30 November, and will

be distributed only to current Enterprise Agreement Employees at the time of payment (December).

Bonuses will be paid to qualifying Employees on a pro-rata basis, and will be based on “ordinary production hours” plus annual leave, long service leave, and personal/carer’s leave hours. The calculation would not include unpaid leave and overtime hours.

The business will provide quarterly updates on the progress of the productivity bonus measures.

See (Appendix 4 for further explanation)

4.4 ALLOWANCES

Allowances shall not be taken into consideration in the computation of overtime, payment for annual leave, personal/carer’s leave, public holidays, weekend work etc.

- (1) Tool & All Purpose Allowance - An allowance of \$35.95 (comprising \$28.51 Tool & \$7.44 All-purpose) per working week shall be paid to tradespersons who are required to supply and use their own tools.
- (2) Crib Allowance - A 30 minute paid crib break should be taken after 2 hours overtime has been worked past the normal finishing time or payment for 30 minutes in lieu of the break should be made to the Employee. This allowance is paid at the appropriate overtime rate. Reference should also be made to clause 5.5(3)(a) under Meal Breaks, and clause 5.1 (b) rest pauses.
- (3) Meal Allowance - An Employee required to continue work after the usual ceasing time shall be paid a meal allowance of \$17.30 after more than 2 hours overtime. If the Employee continues to work overtime the Employee shall after the completion of a further four hours' overtime worked be paid an additional \$17.30 meal allowance. Reference should also be made to clause 5.5 (3) under Meal Breaks, and clause 5.1(b) rest pauses
- (4) Call Back Allowance - An Employee recalled to work, after leaving the worksite, shall be paid overtime for a minimum of 4 hours, at the appropriate overtime rate. Overtime worked on call back will not be regarded as overtime for the purpose of clause 5.4 (3) (a), where the actual time worked is less than 3 hours.
- (5) Shift Allowance - see 5.3 Shift Work
- (6) Higher Duties Allowance - An Employee, nominated by a Team Leader or the relevant Manager, who is required to supervise or assume a higher duty in a department while the team leader or Second-In-Charge is on leave will receive the designated rate ie Team leader Rate 7, or Second-In-Charge BG Rate 6 for ordinary hours plus any overtime as a consequence at the additional rate. Two hours or more performing in a higher classification including overtime on any given day will attract a full day’s payment at the higher classification rate. If engaged for two hours or less they will be paid at the higher rate for the time so worked. After completion of the duty, their previous normal hourly rate will apply. Employees whose base rate is below Level 5, will not be eligible for this

allowance. That is, this clause only applies to Level 6 and Level 5 Employees, who perform a supervisory role.

- (7) For Levels below Level 5, where an Employee is requested through operation necessity to work in a position that is a higher classification, then payment will be at the specified classification rate. Employees in this category can only be authorised by the relevant manager and must have the qualifications and skills to perform safely at the higher level. Two hours or more performing in a higher classification, including overtime, on any given day will attract a full day's payment at that classification rate. If engaged for two hours or less they will be paid at the higher rate for the time so worked. After completion of the duty, their previous hourly rate will apply.
- (8) Employees holding an approved First Aid Certificate and who are appointed by the Employer to render first aid, shall be paid \$20.74.62 per week in addition to the Employee's ordinary rate of pay.
- (9) If a Forklift Licence is required to be held by an employee to conduct their work duties, the Employer will reimburse the employee for the full cost of the forklift licence renewal upon provision of a receipt or other document showing the amount paid by the employee in renewing the forklift licence.

In the event that the Employee voluntarily terminates their employment, or is terminated for cause, within 24 months of receiving reimbursements under this clause paid by the Employer (the "Covered Costs"), the Employee agrees to repay the Employer a proportionate amount of such Covered Costs. The proportion to be repaid shall be calculated as follows:

1. Proportionate Repayment: The Employee shall repay the Employer a percentage of the Covered Costs, based on the number of months remaining in the 24-month period from the date the Covered Costs were incurred, relative to the total 24-month period. For example, if the Employee leaves after 12 months, 50% of the Covered Costs will be repayable.

Where "Number of Months Employed" refers to the number of full months the Employee has been employed by the Employer since the Covered Costs were paid.

2. Payment Terms: Any repayment due under this clause shall be paid by the Employee to the Employer within 30 days of the termination of employment.

4.5 CLASSIFICATION/ RECLASSIFICATION

- (1) A skills-based classification system and factory employment structure is in place.

The system has clear guidelines, providing an accessible career path for all Employees, and recognises skills, training and acceptance of responsibility.

- (2) Any disputes in relation to classification or reclassification shall be handled in accordance with the Grievance Procedures defined in this Agreement.
- (3) In the event that there is a claim for reclassification by an existing Employee to a higher level, workplace assessment is to be used to verify the level of skill and knowledge gained through on and off-the-job training.

4.6 SUPERANNUATION

- (1) The NES and Superannuation legislation, including the Superannuation Guarantee (Administration) Act 1992 (Cth), the Superannuation Guarantee Charge Act 1992 (Cth), the Superannuation Industry (Supervision) Act 1993 (Cth) and the Superannuation (Resolution of Complaints) Act 1993 (Cth), deal with the superannuation rights and obligations of employers and employees.
- (2) The rights and obligations in clause 22 supplement those in superannuation legislation and the NES.

NOTE: Under superannuation legislation:

- a. Individual employees generally have the opportunity to choose their own superannuation fund.
- b. If a new employee does not choose a superannuation fund, the employer must ask the Australian Taxation Office (ATO) whether the employee is an existing member of a stapled superannuation fund and, if stapled fund details are provided by the ATO, make contributions to the stapled fund.
- c. If an employee does not choose a superannuation fund and does not have a stapled fund, the choice of superannuation fund requirements will be satisfied by contributions made to a superannuation fund nominated in the award covering the employee, provided the fund is able to accept contributions for the benefit of the employee.
- d. A fund may not be able to accept contributions for the benefit of an employee if the employee would be a new member of the fund's MySuper product and the MySuper product is closed to new members because it has failed the performance tests of Australian Prudential Regulation Authority (APRA) for 2 consecutive years.

4.6.3 Employer Contributions

- (a) The Employer shall contribute on behalf of each eligible Employee an amount of superannuation in accordance with the provisions of the *Superannuation Guarantee (Administration) Act 1992* (Cth) into a complying superannuation Fund of the Employee's choice.
- (b) Superannuation contributions shall be paid by payroll on a monthly basis and cover pay periods that fall within the preceding month.

4.6.5 Superannuation Contributions for Employees on workers' compensation or accident make up payments

Where an Employee is receiving workers' compensation payments or top up payments or accident make up payments, the Employee will continue to receive superannuation contributions based on an average of ordinary hours worked.

4.6.6 Employee contributions

- (a) An Employee may make contributions additional to those made by the Employer under subclause 4.6.4. To do so, the Employee must authorise the Employer in writing to pay into the Fund, from the Employee's wages, a specified amount in accordance with the Fund trust deed and rules.
- (b) If the Employer receives such written authorisation from the Employee, it will commence making payments into the Fund on behalf of the Employee within one month of receipt of the authorisation.

4.6.7 Cessation of contributions

The obligations of the Employer to contribute to the Fund in respect of an Employee shall cease on the last day of such Employee's employment with the Employer.

PART 5 - HOURS OF WORK, OVERTIME

5.1 REST PAUSES

- (a) Where practicable every Employee covered by this Agreement shall be entitled to a paid rest pause of ten (10) minutes duration in the Company's time in the first and second half of the working day. Such rest pauses shall be taken at such times as will not interfere with the continuity of work where continuity is necessary:

Provided that where there is Agreement between the Employer and the majority of Employees concerned, the rest pauses may be combined in such a way that the ordinary working day is broken up into 3 approximately equal working periods. Consent to alter the rest pauses will not be unreasonably withheld by either party.

- (b) Rest pauses during overtime - When working overtime for more than 2 hours, Employees shall be entitled to a break of 30 minutes. After completing an additional 4 hours of work an Employee will be entitled to a 45 minute break. Changes in rest pauses can be made with the mutual Agreement of the Employees concerned and management.
- (c) Casual Employees are entitled to a paid rest pause of ten (10) minutes whilst working up to six (6) hours. For longer than 6 hours, 2 separate 10 minute paid rest pauses can be taken. A longer unpaid meal break can be taken if working longer than 4 hours and if agreed between the Employees and immediate supervisor.

5.2 HOURS OF WORK

- (1) a) The ordinary hours of work shall be an average of 38 per week, to be worked on one of the following basis:

- (i) 38 hours within a work cycle not exceeding 7 consecutive days; or
- (ii) 76 hours within a work cycle not exceeding 14 consecutive days; or
- (iii) 114 hours within a work cycle not exceeding 21 consecutive days; or
- (iv) 152 hours within a work cycle not exceeding 28 consecutive days.

(b) The ordinary hours of work prescribed may be worked on up to 5 consecutive days in the week, Monday to Sunday inclusive subject to the following:

- (i) Ordinary hours worked on a Saturday or Sunday shall be paid at the appropriate weekend overtime rate specified in clause 5.4.
- (ii) Any roster or arrangement of hours which includes a Saturday or Sunday as ordinary hours will be agreed to by both the Company and the majority of Employees concerned, (also refer to clause 3.2.2).
- (iii) Any separate shift arrangement agreed to by Employees (refer to Clause 5.3.2) will not be subject to this provision.

(c) The ordinary hours of work prescribed herein shall be worked continuously, except for meal breaks and rest pauses, between 6.00 a.m. and 6.00 p.m. Without imposing a broader change to the provisions or intent of this Agreement, the spread of hours prescribed herein may be altered as to all or a section of Employees provided there is Agreement between the Employer and the majority of Employees concerned:

Provided further that work done outside the hours of 6.00 a.m and 6.00 p.m. shall be paid at overtime rates and will be deemed to be part of the ordinary hours of work for the purposes of this subclause.

Where requested by Employees and agreed to by management, starting and/or finishing times can be worked outside the spread of hours of 6.00 a.m. and 6.00 p.m. at ordinary rates of pay.

(d) The ordinary starting and finishing times of various groups of Employees or individual Employees, may be staggered, provided that there is Agreement between the Employer and the majority of Employees concerned.

(e) The ordinary hours of work prescribed herein except for meal breaks and rest pauses shall not exceed 10 hours on any day:

Provided that where the ordinary working hours are to exceed 8 on any one day, the arrangement of hours shall be subject to the Agreement of the Employer and the majority of Employees concerned.

(f) Employees are required to observe the nominated starting and finishing times for the work days, including designated breaks to maximise available working time. Preparation for work and cleaning up of the Employee's person shall be in the Employee's time.

(2) Not less than 30 minutes and not more than 1 hour shall be allowed for the midday meal on each day from Monday to Friday and such meal break shall be between the 4th and the

6th hour after commencement of work as may be arranged between Buderim Foods Pty Ltd and the majority of Employees concerned.

- (3) Except in cases of emergency, no Employee will be required to work more than 6 hours without a break for a meal of the prescribed duration. All work done past this 6 hour period will be paid at double time until a meal break has commenced.
- (4) Except in cases of emergency or with the Agreement of the majority of Employees concerned 1 week's notice will be given by the Company to the Employee on the intention to alter the meal break.
- (5)
 - (a) Rostered days off will be taken at a time mutually agreeable by both Employer and Employee. Scheduled RDO's may be subject to change based upon production requirements and wherever possible, under normal circumstances reasonable notice (72 hours), will be provided to arrange for replacement staffing if necessary.
 - (b) Rostered days off during the ginger early harvest period will be accrued. The accrued days are to be taken during periods of less demand subject to mutual Agreement between management and the Employees.
 - (c) A maximum of 15 RDO's may be accrued following which any subsequent RDO must be taken in the month it is accrued.
- (6) Except under exceptional circumstances, all Employees may only work 6 days in every 7 day work cycle. This recognises that supervisors and Employees have a legal obligation to provide a safe system of work, with adequate rest breaks, and allow Employees to meet their family commitments.

5.3 SHIFT WORK

- (1) The ordinary working hours of continuous shift workers and shift workers whose work is connected with or incidental to any continuous process shall not exceed an average of 38 per week, in a work cycle.

Not more than 8 hours shall be worked on any one shift at ordinary rates except where there is Agreement. Subject to this Agreement, the method of working 8 hour shifts by shift workers shall be as mutually agreed upon between the Employer and the Employee's representative and/or the Employee Organisation.

- (2) On the seasonal continuous 7 day shift operation of the dryers, 20 per cent more than ordinary rates will be paid for all shifts from 6am Monday to midnight on Friday. Shifts including hours from midnight Friday night to 6am Monday morning will be paid at double the ordinary time rate, ie without shift loading. Shift work and shift allowance will cease

Immediately upon completion of the dryer operation. Staff proceeding on leave will be paid at normal rates of pay, inclusive of higher duty allowance as per annual leave entitlements referred to in clause 6.1.

- (3) Employees performing shift work shall be paid 20 percent more than ordinary rates and employees performing permanent night shift will be paid 30 percent more than the ordinary rates. As an essential part of these responsibilities, these personnel are committed to a guaranteed changeover period to ensure correct communication between changing shift operators.
- (4) Where more than one shift of workers is employed they shall be changed if possible in weekly alternation or rotation. In areas where this is not practical e.g. intake, a day work crew (non-shift) may work followed by a short-term permanent afternoon shift.
- (5) The number of ordinary working hours for afternoon or night shift workers shall be the same as provided in this Agreement for day workers.

When commencing rotating shifts in any processing section of the factory Permanent Employees on mornings will work 6am to 2pm with a paid lunch break, and Permanent Employees on afternoons will work 2pm to 10pm with a paid lunch break. Permanent Part Time Employees can operate under the same spread of hours or on a pro rata basis as directed from 24hours up to 38 normal hours per week. When a rotating shift ceases staff will revert to the normal factory 6am start and 2.30pm finish with an unpaid lunch break.

- (6) A shift shall consist of not more than 8 hours inclusive of crib time:

Provided that by Agreement between the Company, and the majority of Employees, ordinary hours not exceeding twelve on any day may be worked subject to:-

- (a) the Company and the Employee concerned being guided by the occupational health and safety regulations;
- (b) proper health monitoring procedures being introduced;
- (c) suitable roster arrangements being made; and
- (d) proper supervision being provided.

- (7) An employee who works on a non-continuous afternoon or night shift must be paid 150% of the ordinary hourly rate for the first 3 hours and 200% of the ordinary hourly rate after 3 hours. For the purposes of this clause, a non-continuous afternoon or night shift means an afternoon or night shift that does not continue:

- (a) for at least 5 successive afternoon or night shifts or 6 successive afternoon or night shifts in a 6-day workshop (where no more than 8 ordinary hours are worked on each shift); or
- (b) for at least 38 ordinary hours (where more than 8 ordinary hours are worked on each shift and the shift arrangement is in accordance with Clause 5.3(1)).

5.4 OVERTIME

- (1)
 - (a) All time worked in excess of that provided for in this Agreement under Hours of Work or before the ordinary starting time or after the ordinary ceasing time shall be deemed overtime, subject to approval by the relevant Team Leader or manager. Each day is to stand by itself when overtime is being computed, except where an Employee commences overtime on one day and continues to work such overtime into the next day.
 - (b) Any Employee called upon to work 2 consecutive shifts shall be paid at overtime rates for the second of such shifts.
- (2)
 - (a) All overtime, except as hereinafter provided, shall be paid for at one and a-half times the ordinary rate for the first 3 hours, after which double time shall be paid until the ordinary starting time next morning. Overtime rates shall be paid where Employees work overtime between 6.00 a.m. and the usual starting time.
 - (b) If Employees are called upon to work overtime commencing on Saturday they shall be paid at one and a-half times the ordinary rate for the first 3 hours and double time thereafter with a minimum period of 4 hours' work or payment therefor.
 - (c) All overtime worked by any Employee on Sunday shall be paid for at the rate of double time, with a minimum payment of 3 hours at such overtime rate: Provided that such minimum payment shall not apply where the overtime immediately precedes or follows ordinary working hours.
 - (d) Where Employees are required to report for work between midnight and 6.00a.m they shall be paid at the rate of double time for all overtime so worked up to the ordinary starting time Monday to Saturday.
- (3)
 - (a) An Employee who works so much overtime between the termination of the ordinary work on one day and the commencement of the ordinary work on the next day that the Employee has not had at least 10 consecutive hours off duty between those times shall, subject to this subclause be released after completion of such overtime until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instruction of the company such an employee resumes or continues work without having had such ten consecutive hours off duty, then the employee shall be paid double rates until released from duty for such period and shall then be entitled to be absent until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
 - (b) The provisions of this subclause shall apply in the case of shift workers who rotate from one shift to another as if eight hours were substituted for ten hours when overtime is worked -
 - (i) for the purpose of changing shift rosters; or
 - (ii) where a shift worker does not report for duty; or
 - (iii) where a shift is worked by arrangement between the employees themselves.

- (4) As a condition of employment, all employees are required to work a reasonable amount of overtime when so needed due to production requirements. Sufficient employees will be trained so that the burden of extra work is fairly apportioned amongst employees.
- (5) The assignment of overtime by the company to an employee shall be based on specific work requirements. It is the responsibility of supervisors to allocate overtime to specific work groups. Team leaders will be responsible for fairly apportioning overtime amongst members of their work group.
- (6)
 - (a) When an Employee clocks in 2 minutes after their required start time it will be rounded back to their start time. Similarly, the earliest “clock-in” would be 3 minutes before scheduled start. Employees scheduled to start early will be due overtime. Employees “clocking-in” 3 minutes or more after the scheduled start time will be paid from the next 5 minute interval.
 - (b) Employees can “clock out” up to 2 minutes before their scheduled finish time without loss of earnings.

Changes to the timeclock software to vary the above mentioned rounds and graces are to be negotiated through the Joint Consultative Committee.
- (7) All overtime work performed by shift workers shall be paid for at the rate of double time.

5.5 MEAL BREAKS

- (1)
 - (a) Employees shall be entitled to a meal break of a minimum of 30 minutes and a maximum of 60 minutes to be taken not later than 6 hours from normal commencement time:

Provided this shall not apply to Employees required by reason of their certificate of competency to remain in charge of an engine or boiler.
 - (b) Shift workers, shall be allowed 30 minutes for meal breaks/crib during each shift of 8 hours to be taken by the Employee at such time and in such manner as will not interfere with continuity of work where continuity is necessary. No deduction shall be made from the wages of any Employee for meal breaks/crib.
- (2) Except in cases of emergency, no Employee shall be required to work more than 6 hours without a break for a meal of the prescribed duration. All work done past this 6 hour period will be paid at double time until a meal break has commenced. Provided that this provision shall not apply to Employees who are required by legislation to maintain constant vigil over plant or equipment when no relief is available.

Employees may take their meal break after 6 hours of work if they desire to structure their working day accordingly.
- (3)
 - (a) Employees who are required to continue work after their usual ceasing time shall be entitled to a 30 minute paid crib break after 2 hours if overtime is continuing after this time. After each further period of 4 hours the Employee shall be allowed

45 minutes for crib. No deduction of pay shall be made in respect of any such crib breaks. 45 minutes of pay can be made in lieu of this break.

- (b) An Employee who is required to return to work to perform overtime between 12.01 a.m. Monday and midnight Friday (other than on statutory holidays), which work does not continue after the ordinary ceasing time, shall be entitled to a 30 minute crib break after the completion of each 4 hours of overtime worked and no deduction of pay shall be made in respect thereof:

Provided that an Employee who is required to report back to work to perform overtime of more than 2 hours, but less than 4 hours prior to the ordinary starting time shall be allowed 30 minutes crib break at the ordinary starting time for which the Employee shall be paid at ordinary rates.

- (c) An Employee who is required to work overtime on any Saturday, Sunday or Public Holiday, which overtime is outside the scope of that covered by provisions (a) and (b) of this subclause, shall, if required to continue to work overtime for more than 9 hours, be allowed thirty minutes for a crib after nine hours worked.

After each further 4 hours of overtime worked, the Employee shall be allowed 45 minutes for a crib.

No deduction of pay shall be made in respect of any crib break referred to herein.

A Meal Allowance will be applicable in addition to each 30 minute crib break stated in 3 (a), (b) and (c).

- (4) Meal periods may be staggered to allow continuity of production providing that the meal break is taken no later than 6 hours from the commencement of duty.

5.6 PART-TIME EMPLOYMENT

Part-time Employees may be engaged on the following terms:-

- (1) A part-time Employee means an Employee who is engaged to work on pre-determined days of the week for a regular number of hours, as agreed from time to time with Management for a minimum of 24 hours up to 38 ordinary hours per week. The agreed number of hours to be worked each day and week will determine the hours subtracted from accrued sick or annual leave in the case of an Employee accessing these entitlements, calculated at ordinary rates of pay.
- (2) Part-time Employees shall be paid an hourly rate equal to one thirty-eighth (1/38) of the weekly rate prescribed by this Agreement for the classification under which they are engaged.
- (3) A part-time employee who is required by the employer to work in excess of the hours agreed under clause 5.6 (1), or in excess of 8 ordinary hours per day, or more than 38 per week shall be paid overtime.

- (4) A part time Employee shall be entitled to receive pro-rated entitlements to annual leave, public holidays, personal leave, compassionate leave and long service leave. Notwithstanding these arrangements, where a part time Employee works in excess of the prescribed engaged hours of work, such hours shall be considered as part of the pro-rated leave entitlements. A review of part-time hours worked in a 6 month cycle will be completed by the end of July, and January each year to determine any additional pro-rata payment outstanding for public holidays that is applicable.
- (5) Where a part time Employee relieves another Employee in the Green Ginger Section such part time Employee shall work in accordance with the hours arrangements in that area after one week.
- (6) All part time Employees shall be engaged on these arrangements subject to at least Level 2 of the Agreement or greater should an Employee meet the criteria.
- (7) A part-time Employee shall be entitled to the full provisions prescribed for permanent Employees under the Termination of Employment and Redundancy clauses of this Agreement.
- (8) **Part-time conversion to Full time position**
 - (a) Part-Time Employees who have been employed on a regular basis for a period of longer than 12 months may be offered a full-time position by the Company.
 - (b) The Company will only be required to offer a Part-Time Employee a full-time position pursuant to clause 5.6 (8) (a) where there is genuinely a role available for a full-time position. For example, the Company would not be required to offer a full-time position to a worker filling in a position of an Employee on parental leave or absent due to an injury or illness for which the Employee is receiving workers compensation.”

PART 6 - LEAVE ENTITLEMENTS

6.1 ANNUAL LEAVE

Full time Employees shall be entitled to accrue not less than 4 weeks of annual leave on full pay during each year of service. An Employee’s entitlement to paid annual leave accrues progressively during a year of service according to the Employee’s ordinary hours of work and accumulates from year to year.

Additional provisions – shift workers

In addition to the annual leave entitlement prescribed in clause 6.1 (a). Shift Workers (as defined in clause 4.2 (19)) shall be allowed an additional one week's annual leave.

The method of payment of annual leave shall be:

- (a) Payment in advance immediately prior to the Employee proceeding on annual leave (notification of this requirement to be indicated on the Employee's leave application form).
- (b) Payment to be made on a pay by pay basis (as it falls)
An Employee proceeding on annual leave is to be paid at the Employee's ordinary rate of pay plus a further amount representing 17.5% of the annual leave being leave loading. Such annual leave shall be exclusive of any public holidays.

Annual Leave may be taken at any time during the year provided the workload in the area from where the leave is being taken is not affected. Annual leave will only be granted when sufficient notice to arrange replacement staffing has been received.

Under normal circumstances 7 days' notice should be given when taking more than a week's leave. Under normal circumstances when applying for shorter periods of annual leave e.g. 1 or 2 days, 72 hours' notice is required. Leave applications for the following calendar year will be taken in October and November of each year.

Where too many people apply for leave during the same period, it shall be the responsibility of the appropriate Supervisor to fairly apportion the available leave.

The Employer's annual leave policy states that a maximum of 8 weeks' leave per Employee is to be carried as an accrual at any one time unless prior arrangements are made with management.

The intention is to carry forward the absolute minimum of leave from year to year whilst maintaining the necessary level of productivity.

All annual leave remaining accrued at the time of termination (plus the appropriate amount of leave loading), will be paid to the Employee at the Employee's ordinary rate of pay, exclusive of any monies owed to the Company for shares, loans or purchases.

6.1.1 Special Leave

Permanent and Permanent Part time Employees under special situations and extenuating circumstances may apply to take an extra 2 days' paid leave of absence per annum.

This leave is not cumulative and does not attract leave loading, and will be paid at ordinary base rates of pay. Documentary evidence of the unique nature of the circumstances must be submitted to the relevant Manager for approval. Examples of acceptable circumstances might be, but not restricted to, overseas/extensive domestic travel attached to bereavement leave. Prolonged period of confinement of a seriously ill spouse or family member where compassionate leave is exhausted.

6.1.2 Shutdowns

When the Employer is required to shut the plant down for the purpose of asbestos removal or maintenance overhaul of plant and equipment, Employees will be required to take annual leave, or accrued RDO's during this shutdown period as arranged in conjunction with all Employees.

Ideally, adequate notice (maximum of 3 months) and timing will be negotiated with Employees. Employees should retain sufficient Annual Leave or RDO hours to accommodate an Annual Factory closure between Christmas and New Year public holidays. Employees with insufficient accrued entitlements will be required to take unpaid leave.

6.1.3 Stand-down

The Employer is committed to providing continuity of gainful employment to all Employees. However, in the event of a natural disaster or other factors beyond the control of the Employer which affects its ability to produce, Employees may be temporarily stood-down. The Employer will, with due consideration to Workplace Health and Safety practices attempt to provide meaningful employment during such times. In the event that Employees are stooddown, they may take accrued leave or RDO's if they so request.

6.1.4. Cashing Out leave

Should an Employee elect to forgo an accrued entitlement to take annual leave, they may make a written election to forgo the amount of annual leave and receive payment in lieu of the amount of annual leave. This election is conditional on signed approval by the appropriate Department Manager.

This annual leave will be paid at the Employee's ordinary rate of pay Refer 6.1(2); that is, the rate the Employee would have received had he/she taken the leave.. A further amount representing leave loading of 17.5% of annual leave will be paid along with annual leave. An Employee will not be permitted to cash out annual leave unless they will have a minimum of 4 weeks' of annual leave remaining in credit after the cashing out occurs.

6.2 PUBLIC HOLIDAYS

All work done by any Employee on Good Friday, Christmas Day, 25 April (Anzac Day), 1 January, 26 January, Easter Saturday (the day after Good Friday), Easter Monday, the Birthday of the Sovereign, and Boxing Day or any day appointed under the *Holidays Act 1983* (Qld), to be kept in place of any such holiday, shall be paid for at the rate of double time and a-half with a minimum of 4 hours.

The Employer will, except under unforeseen circumstances, and by mutual Agreement, give Employees not less than 2 clear days' notice as to whether a holiday is to be observed or worked.

Where there is Agreement between the majority of Employees concerned and Buderim Foods Pty Ltd, and subject to statutory limitations, other ordinary working days may be substituted for the statutory holidays specified in this clause.

Provided that, where an Employee is subsequently required to work on such substituted day, the Employee shall be paid the rate applicable for the holiday that has been substituted.

6.3 PERSONAL/CARER'S LEAVE

The provisions of this clause apply to full-time and part-time Employees (on a pro-rata basis) but do not apply to casual Employees, except where otherwise provided in clause 6.3.1 (3).

6.3.1 Definitions

The term immediate family of an Employee means:

- (a) a spouse, de facto spouse, child, parent, grandparent, grandchild or sibling of the Employee; or
- (b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto spouse of the Employee.

The term de facto spouse, of an Employee, means a person who lives with an Employee as the Employee's partner on a genuine domestic basis although not legally married.

- (1) Full-time Employees are entitled to accrue 10 days of paid personal/carer's leave per year of service. Paid personal/carer's leave accrues on a pro-rata basis and is cumulative.

An Employee may take paid personal/carer's leave if the leave is taken:

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

Continuity of employment of an Employee for personal leave accumulation purposes shall be deemed to be not broken by absence from work on leave granted by the Employer.

- (2) Employees will not be entitled to paid personal/carer's leave unless:-

- (a) the illness or injury is genuine;
- (b) the Company has been promptly notified (i.e. within 30 minutes of normal starting time) of the inability to attend work and the approximate duration of the absence;
- (c) if the illness or injury results in more than 2 days' absence of work, a certificate of a duly certified health practitioner or a statutory declaration is provided specifying the nature of illness (where appropriate) and the approximate period of the absence from work;

(d) if the Employee has shown a regular pattern of sick leave absences over a period of time without production of certificates or statutory declarations then the following procedures may be implemented:-

- (i) the Employee will be advised that the Company has noted the regularity of their personal leave absences;
 - (ii) that for a period of 6 months after such advice from the Company has occurred, any personal leave absences will require the production of a statutory declaration or a certificate of a duly qualified health practitioner, stating the Employee was unable to attend for duty on account of personal illness or on account of personal illness or on account of injury or accident;
 - (iii) after the 6 month period has elapsed, the Company shall review the provisions as outlined in (ii). If no such regularity of personal leave absences has continued, then the Employee will meet the requirements as outlined in (c) of this clause;
 - (iv) if the regularity of personal leave absences has continued then the provisions as outlined in (ii) may apply for a further 6 month period.
- (3) Casuals are entitled to up to 2 days' unpaid carer's leave for each occasion, subject to evidentiary requirements, when a member of the Employee's immediate family, or Employee's household member require their care or support because of:
- (a) a personal illness or injury affecting the member; or
 - (b) an unexpected emergency affecting the member.

6.4 LONG SERVICE LEAVE

Employees covered by this Agreement shall be entitled to the provisions of long service leave consistent with the *Industrial Relations Act 2016* (Qld.). However, an Employee will be entitled to pro rata for the first 7 years of continuous service, (7 years x 0. 86667 weeks) equals 6.06 weeks for 7 years' continuous service for an Employee.

6.5 COMPASSIONATE LEAVE

- (1) An Employee is entitled to a period of 2 days of paid compassionate leave for each permissible occasion when::
- (a) a member of the Employee's immediate family or a member of the Employee's household:
 - (i) contracts or develops a personal illness that poses a serious threat to his or her life: or
 - (ii) sustains a personal injury that poses a serious threat to his or her life; or
 - (iii) dies;
 - (b) a child is stillborn, 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 partner, has a miscarriage.
- (2) However, the Employee is entitled to compassionate leave only if the Employee gives the Employer reasonable documentary evidence of the need to take such leave.

- (3) Casual Employees are entitled to 2 days of unpaid compassionate leave provided that documentary evidence of the need to take such leave.

6.6 PARENTAL LEAVE

Subject to the terms of this clause, Employees are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child. Employees under this Agreement shall be entitled to Parental leave and related entitlements in accordance with Division 5 of the National Employment Standards.

6.7 JURY SERVICE

An Employee who is summoned for Jury Service will be paid the difference between the ordinary pay and jury pay for the time lost upon presentation to the Company of evidence of jury payment. If this evidence is not presented to the Company, there is no obligation by the Company to pay the Employee for the day absent.

PART 7 - IMPROVEMENTS IN STANDARD OPERATIONS

7.1 WORKPLACE ORGANISATION

The Production Committee will examine options for improving productivity, efficiency and quality, and ensuring production demands are met.

7.2 WORK TEAMS

A change in work organisation has been evolving in the Employer which will ensure much greater participation of all Employees in the decision making process. The success of this evolution requires that:-

- (a) Employees be actively encouraged to initiate and participate in small problem solving groups to assist the Company in maintaining continuous improvement
- (b) Employees be given greater responsibility for making decisions relating to their own work, once appropriate consultation has taken place.
- (c) Employees be given the appropriate on-the-job and off-the-job training in the skills and knowledge necessary to fully support their work team as a highly productive team member.

Teams will ultimately take on responsibility for the effectiveness of their work areas.

The philosophy of teams involves both award covered and management Employees working together to achieve common goals. This may on occasions necessitate Employees carrying out tasks traditionally carried out by others, but providing the

Employees are qualified or trained to carry out the task and the work is temporary there will be no objections by any party.

Any long term changes to traditional roles will be negotiated through the Production Committee.

7.3 TOTAL QUALITY MANAGEMENT

Quality is of critical importance to the success of the Employer and all Employees will be committed to maintaining the standards required by ISO2000, HACCP and Foodsafe principles.

All Employees will be committed to and abide by Company quality policies and improving standards of hygiene and housekeeping.

7.4 HEALTH & SAFETY

The Employer and its Employees recognise that the nature of its operations require the highest standard of health, safety and hygiene awareness and compliance with procedures. The Employer is committed to the fullest observance of all its legal and statutory obligations in respect of health and safety as defined in the *Work Health and Safety Act 2011*, Codes of Practice approved under the Act and the Work Health and Safety Regulations.

All Employees will be expected to participate in the following:

- the maintenance of a clean and safe plant;
- health and safety training initiatives, on or off site;
- health and safety audits;
- the completion of appropriate reports and notifications.

These objectives to be driven by the activities of the Health and Safety Committee.

7.5 PART-TIME WORK AND JOB SHARING

Employees have the right to request flexible working arrangements under the NES. This clause does not alter or prevent a request for such an arrangements to be made under the terms expressed in Division 4, section 65 of the *Fair Work Act 2009* (Cth).

The Production Committee will consider the possible integration of Permanent Part-time Employment and/or Job Sharing Employment and the transfer between part-time and full-time work in either direction when there is a vacancy for a job, to ensure the maximum utilisation of individual Employee's skills for the benefit of both the Employee and the Company and to cater for the varying needs of both the workforce and the Company.

Eligibility for Part-time Work or Job Sharing Work can be assessed using the following criteria:

- (i) family responsibilities, for example:
 - to enable Employees to combine work with caring responsibilities for children, elderly relatives or other family members
 - reduction in working hours before or after full maternity leave
 - following parental leave;
- (ii) phased retirement;
- (iii) study needs;
- (iv) medical reason.

Written consent from an Employee to be transferred from permanent full-time to permanent part-time work, must be obtained prior to a re-classification.

Any such arrangement for job sharing shall be documented and this documentation shall be signed by the Relevant Manager and the Employee concerned. The relevant Employee representative may be consulted prior to signing if the Employee so desires.

In the event of one person wishing to end a job sharing arrangement, depending on the job being shared, a suitable replacement may need to be found by the Company and may be required to work in two or more different teams if the replacement is a full time Employee.

7.6 WORKPLACE REHABILITATION PROGRAM

The stated aim of this program is to promote an early return to the workforce for Employees recovering from injury or illness with as little disruption as possible to the normal routine of both the Employee and the Company.

All Employees will be committed to ensuring the success of the Employer's Workplace Rehabilitation Program by:

- (1) acknowledging rehabilitation to be a normal course of action following injury or illness;
- (2) notifying the workplace rehabilitation co-ordinator as soon as an injury or illness has been incurred;
- (3) processing all workers compensation paperwork at the workplace, in conjunction with the workplace rehabilitation co-ordinator as soon as practical after an injury at work;
- (4) maintaining regular contact with the workplace rehabilitation co-ordinator during absence from work associated with an injury or illness;
- (5) willingly participating in an early return to meaningful and productive work, utilising selected suitable duties in conjunction with the treating Doctor's approval;
- (6) giving all available assistance where appropriate, to fellow Employees who are working under the workplace rehabilitation program;

- (7) immediately reporting to the team leader, supervisor or workplace rehabilitation officer, any aggravation to injury or illness to enable appropriate action to be taken.

7.7 PERSONNEL POLICIES

The Employer abides by all legislative requirements and has documented Company policies covering areas such as affirmative action, sexual harassment, workplace bullying, anti-discrimination and employment conditions. All personnel are required to abide by these requirements. Any complaints arising through these policies should be settled with reference to the dispute settlement procedure Clause 3.9.

7.7.1 Consequences of breach of Workplace Bullying Policy

Disciplinary action will be taken against a person or persons who harasses a worker of this workplace or who victimises a person who has made, or is a witness to a complaint. Complaints of alleged workplace harassment found to be malicious, frivolous or vexatious may make the complainant liable for disciplinary action, which may result in dismissal.

7.7.2 Reasonable Management Action

Constructive feedback or counselling on work performance or work-related behaviour is appropriate and reasonable. Constructive critical comments indicating performance deficiencies do not constitute workplace harassment. Quality feedback or counselling is intended to assist workers to improve their work performance or the standard of their behaviour.

7.8 EMPLOYEE ASSISTANCE PROGRAM

As a continued commitment to the welfare of all Employees, the Employer has established and will maintain an Employee Assistance Program. Through this program an independent, confidential, professional, general counselling service will be accessible to all Employees and their immediate families, to assist with any problems, difficulties or concerns which may be affecting their work or personal lives.

7.9 FLEXIBILITY AGREEMENT

- (1) An Employer and Employee covered by this enterprise Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
- (a) the Agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and

- (b) the arrangement meets the genuine needs of the Employer and Employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - (c) the arrangement is genuinely agreed to by the Employer and Employee.
- (2) The Employer must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.
- (3) The Employer must ensure that the individual flexibility arrangement:
- (a) is in writing; and
 - (b) includes the name of the Employer and Employee; and
 - (c) is signed by the Employer and Employee and if the Employee is under 18 years of age signed by a parent or guardian of the Employee; and
 - (d) includes details of:
 - (i) the terms of the enterprise Agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (e) states the day on which the arrangement commences.
- (4) The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (5) The Employer or Employee may terminate the individual flexibility arrangement:
- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the Employer and Employee agree in writing — at any time.

PART 8 – EMPLOYEE ORGANISATIONS

8.1 RIGHT OF ENTRY.

Right of entry by an official of an authorised Employee Organisation to hold discussions or any other lawful purpose will be in accordance with the *Fair Work Act 2009*.

8.2 UNION REPRESENTATIVES

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

The Employer shall agree to provide reasonable resources to allow the elected delegates to carry out their responsibility. The Union delegates will have access to a notice board for the purposes of posting notices and announcements relating to their Unions' activities, provided that such notices are relevant to the site or the Union.

8.3 UNION TRAINING

Employees cumulatively will be granted paid leave of absence of up to a total of six working days on ordinary pay in each calendar year to attend specific union training courses approved by the Union. To avoid confusion, the six working days is the maximum amount of time Employees may take in total in a calendar year and may be split among one or more Employees such that the total leave of absence does not exceed the six working day limit.

Upon written application by the Union to the Employer, and with the prior approval of the Employer, Employees may access this leave subject to the conditions of this clause. Leave applications will be subject to the same conditions regarding productivity applied to any other application for leave as required by clause 6.1 of this Agreement. The Employer will not unnecessarily prevent such training. The scope, content and level of such courses or seminars will be such as to contribute to a better understanding of industrial relations within the Employer's operations.

For the purpose of this clause, 'ordinary pay' means the ordinary time earnings paid to the Employee exclusive of any allowance for travelling time and fares.

8.4 UNION MEETINGS

Subject to the approval of the Employer and the operational requirements of the workplace, Union delegates and Union officials will be given paid time to meet with Employees. Such paid time will be of up to 1 hour on no more than 4 occasions per calendar year. The Employer must be provided with at least 7 days' notice of such meetings.

The purpose of such paid time may include meeting with new Employees and any labour hire workers performing work that would otherwise be covered by this Agreement, for the purposes of introducing and explaining this Agreement and discussing Union matters. Except where otherwise agreed, this will occur at the induction of such persons.


8.4 NOTICEBOARD

A noticeboard for the use by authorised Employee Organisations posting information will be provided within the factory.

PART 9 - SIGNATURES

DATED DAY OF 2024

Signed for and on behalf of Buderim Foods Pty Ltd as the Employer Bargaining Representative

Signature 

Title Managing Director

Printed Name Tom Himstedt

Address Buderim Foods Pty Ltd
50 Pioneer Road, Yandina QLD 4561

In the presence of.....

Signature *Fiona Himstedt*

Printed Name Fiona Himstedt

Signed for and on behalf of Buderim Foods Pty Ltd Employees as the Employee Bargaining Representative


Signature 

Title Employee Bargaining Representative

Printed Name *CUVIE HENDERSON*

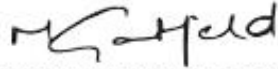
Address 50 Pioneer Road Yandina QLD 4561

In the presence of.....

Signature 

Printed Name *Debbie Hutchinson*

Signed for and on behalf of United Worker Union

Signature 

Title Director - United Workers Union

Name Mel Gatfield

Address United Workers Union
833 Bourke St
Docklands VIC 3008

In the presence of.....

Signature *J. Burgoyne*

Printed Name Jenny Burgoyne

27/11/2024

SCHEDULE 1 – WAGE RATES

Wage Rates 2025, 2026 & 2027				
		5%	3.75%	3%
Buderim Foods Pty Ltd Levels	Current Wages	Weekly gross wages from first full pay period commencing on or after 1 January 2025	Weekly gross wages from first full pay period commencing on or after 1 January 2026	Weekly gross wages from first full pay period commencing on or after 1 January 2027
BF Level 1	\$905.44	\$950.71	\$986.36	\$1,015.95
BF Level 2	\$911.70	\$957.28	\$993.18	\$1,022.97
BF Level 3	\$967.90	\$1,016.30	\$1,054.41	\$1,086.04
BF Level 4	\$1,021.83	\$1,072.92	\$1,113.15	\$1,146.55
BF Level 5	\$1,121.20	\$1,177.26	\$1,221.41	\$1,258.05
BF Level 6	\$1,171.73	\$1,230.32	\$1,276.45	\$1,314.75
BF Level 7	\$1,222.66	\$1,283.79	\$1,331.93	\$1,371.89
BF Level A1	\$1,028.90	\$1,080.34	\$1,120.86	\$1,154.48
BF Level A2	\$1,087.78	\$1,142.16	\$1,185.00	\$1,220.55
BF Level E1	\$1,177.23	\$1,236.09	\$1,282.45	\$1,320.92
BF Level E2	\$1,236.10	\$1,297.90	\$1,346.57	\$1,386.97
BF Level E3	\$1,294.96	\$1,359.71	\$1,410.70	\$1,453.02
BF Level E4	\$1,353.83	\$1,421.52	\$1,474.83	\$1,519.07
BF Level E5	\$1,471.56	\$1,545.14	\$1,603.08	\$1,651.17

APPENDIX 1

CONSTITUTION

BUDERIM FOODS PTY LTD PRODUCTION COMMITTEE

NAME/TITLE The name of the Committee shall be **Buderim Foods Pty Ltd Production Committee.**

OBJECTIVES

Short Term

- Develop an effective communication system within the organisation.
- Develop performance measurements and indicators.
- Educate all staff in enterprise bargaining.
- Annual reviews of key performance indicators for the annual productivity bonus.

Long Term

- All Production Committee Members will work constructively together to maintain the viability of Buderim Foods Pty Ltd.
- The Production Committee will strive to enhance job security and job satisfaction through effective work organisation.

MEMBERSHIP OF THE PRODUCTION COMMITTEE

The Production Committee will consist of management personnel, and permanent staff from each factory department and engineering.

ROLE

The Production Committee shall conduct regular reviews of the workplace organisation and recommend changes as required including regular reviews of labour hire and Buderim Ginger casuals, their hours worked over the previous 6 months and whether there may be an opportunity given production demands to offer a more permanent employment status. These reviews shall consist of but not be restricted to the following:

- (a) Identification of inefficient work practices;
- (b) Improvement in quality of service;
- (c) Reduction in absenteeism;
- (d) Reduction in staff turnover;
- (e) Flexibility of hours;
- (f) Job rotation;
- (g) Redeployment and redundancy;
- (h) Work organisation; e.g. workteams
- (i) Job re-design;
- (j) Training and skills development;
- (k) Introduction of technology;
- (l) Equal Employment Opportunity Program;
- (m) Job sharing.

Monitoring and Measuring of Productivity

- (a) The Production Committee shall establish performance indicators to measure gains in productivity, efficiency and flexibility so that improvements resulting from Employee effort can be shared with the Employees through future wage increases.
- (b) These indicators will consist of but not be restricted to the following areas -
 - (i) Cost
 - (ii) Quality
 - (iii) Innovation
 - (iv) Reduction of Waste
 - (v) Timeliness
- (c) Areas for initial consideration should be as follows:
 - (i) Reduction in wastage costs
 - ginger
 - sugar
 - water
 - effluent
 - (ii) Reduction in the cost of labour inefficiencies;
 - (iii) Safety Performances;

Production Committee

- (a) Absenteeism;
- (b) Increases in flexibility and skills;
- (c) Effects of work re-organisation;
- (d) Assessment of costs of quality in accordance with Australian and International Standards;
- (e) Related Performance Indicators
 - customer satisfaction
 - Employee satisfaction
 - support and delivery cycles.

CONSULTATION / COMMUNICATION

- A full draft of the minutes will be made available within 4 days after the meeting and a finished copy within 7 days.
- Communication will be by newsletters, sectional meetings and minutes of meetings on the notice board.
- A reasonable access to all information will be made available.
- Any recommendations made by the Production Committee will have to be endorsed by the relevant parties.

FREQUENCY AND TIME OF MEETINGS

Meetings will be held weekly.

Management has agreed to supply necessary support to the committee in dealing with the typing up of notes of meetings etc.

2.1

MANUFACTURING CLASSIFICATION SYSTEM

PAY LEVELS AND CRITERIA

Level One Position Description: - Must have completed Induction Training & Food Safety Training & must have been assessed in Stage 1 of any Section. Must show a willingness to complete Food Processing Certificate 1 or any other relevant Trade certificate.. Must show a commitment to Personal Safety, Food Safety, & Quality relevant to this Stage.

Level Two Position Description: - Must have completed Induction Training & Food Safety Training & must have been assessed in Stage 2 of a Section. Must show a willingness to complete Food Processing Certificate 1 or any other relevant Trade certificate. . Must show a commitment to Personal Safety, Food Safety, & Quality relevant to this Stage.

Level Three Position Description: - Must have completed Induction Training & Food Safety Training & must have been assessed in Stage 3 of a Section. Must show a willingness to complete Food Processing Certificate 1 or any other relevant Trade certificate. . Must show a commitment to Personal Safety, Food Safety, & Quality relevant to this Stage. Will help with on the Job Training

Level Four Position Description: - Must have completed Induction Training & Food Safety Training & must have been assessed in Stage 4 of a Section. Must show a willingness to complete Food Processing Certificate 2 or any other relevant Trade certificate.. Must show a commitment to Personal Safety, Food Safety, & Quality relevant to this Stage. Will help with on the Job Training.

Level Five Position Description: - (Key Operator) On being competently assessed in all of the previous Stages in one section.
The Key Operator will be able to run the section in the absence of the 2 I/C and the Team Leader. Is committed to completing Certificate 3 in Food Processing or any other relevant Trade certificate. Must show a commitment to Personal Safety, Food Safety, & Quality relevant to this Stage. Will help with on the Job Training, will assist with coordinating and supervising the section and ensuring production schedules are met.

Level Six Position Description: - (2 I/C) On being competently assessed in all of the previous Stages in one section.

The 2 I / C will be able to run the section in the absence of the Team Leader. Is responsible for the assessment and training of team members as required, and will record this data on the section assessment sheets. Is committed to completing Certificate 3 in Food Processing, or any other relevant Trade certificate and must show a commitment to Personal Safety, Food Safety, & Quality relevant to this Stage. Performs tasks unsupervised and makes decisions in isolation, will assist with coordinating and supervising the section and ensuring production schedules are met.

Level Seven Position Description: - Team Leader On being competently assessed in all of the previous Stages in one section. The Team Leader will be able to run all aspects of their section and ensure that orders are correctly dispatched by the required dispatch date. Is responsible for the assessment and training of team members as required, and will record this data on the section assessment sheets. Will impart on their team the ideals and standards required by BF. Will have a high standard of personal and team safety. Will have a high standard of Food Safety. Will have a high level of Time Management and People skills. Will be committed to ensuring that a Quality Product is produced in that section.

APPENDIX 2.2

2.2 GUIDELINES

CLASSIFICATION STRUCTURE ISSUES

1. The allocation of tasks to each stage has been based upon:
 - 1.1 Buderim Foods Pty Ltd staff feedback/surveys.
 - 1.2 The accepted order of teaching people new tasks.
 - 1.3 The skill level required for each task dependent on manual dexterity, complexity, problem solving and Australian Qualifications Framework (AQF Level).
2. The WH & S Module in each job for Stage 1 refers to the WH&S module requirements as listed in the training manual. These requirements should be consistently demonstrated by people in the workplace.
3. In the Crystallising section both inside and outside tasks have been listed. During this Agreement people may complete all tasks for either inside or outside sections.
4. A person must achieve competence for each task in that stage, i.e. must achieve the training objectives consistently.
5. Given that the classification structure is based on skills acquired, an Employee will undertake tasks when needed but will be paid at their normal rate of pay - providing that skills, time and safety conditions are met. This will apply for as long as the Employee remains prepared to utilise those higher level skills.
6. Tasks undertaken by Employees will only be limited by the acquisition of skills through training, Workplace Health & Safety Act, the Company's Rehabilitation Program and legislative regulations.
7. An Employee can move down the classification structure if he/she desires to do so and immediately be paid at the lower rate of pay. In such cases, the Employee will nominate which task(s) they no longer wish to perform. The Company will provide counselling to such people prior to the arrangement being put in place.

TRAINING ISSUES

8. Buderim Foods Pty Ltd is committed to the development and implementation of a training program designed to provide the acquisition of skills and knowledge relevant to the classification level criteria. Employees will be encouraged to undertake training to increase their skills.
9. Refresher training will be required for a skills update on any task an Employee is requested to perform, if:
 - * the operation has changed in any manner since the Employee was assessed as competent in that operation;

- * a period of 24 months has expired since the Employee has undertaken that operation;
 - * the operator expressed the need for such training prior to performing the operation.
10. No Employee can move to a higher classification level until all relevant training and competency tests up to that level have been successfully completed. This will include all process (on-the-job) training required for each operation.
 11. It will be possible for Employees to train in different areas of the plant. However, the training committee and management will take into account the usefulness of the requested training combination to the Company, the practicalities of job rotation through those operations, and the individual's training needs with respect to their classification level.
 12. When the trainee believes they are competent, they will be assessed by the team leader / trainer, in conjunction with either the 2 I/C or Key person.

Disagreements relating to training and competency assessment will be referred to the Assessment Committee, comprising the relevant Manager/s, the Team leader, and Employee representative.

13. If, after a reasonable amount of training (as pre-determined by the trainer and trainee together) has been given, on a particular task, it becomes evident that the trainee is unlikely to achieve competence in those skills, the training arrangement will be terminated and the trainee will return to tasks in which they are already competent.
14. Training and assessment will be competency based, i.e. skills demonstrated and assessed, not time spent in training.

WAGE ISSUES AND JOB SECURITY

15. To move from one pay level to another, up to Level 4, people must be assessed as competent. The essential criteria noted will also need to be met. Level 5, Level 6, Level 7 positions will be advertised and applications called from interested parties. An Assessment Committee, comprising the relevant Manager/s, the Team leader, and Employee representative will conduct interviews and appoint a suitable candidate.
16. Classifications will be reviewed continuously. Reviews will not be unnecessarily delayed and will be arranged between Employee, team leader and training co-ordinator.
17. Any grievance relating to the classification system should proceed along the grievance path outlined in the Agreement (Clause 3.9).

APPENDIX 2.2

TASKS COMPETENCE IN EACH STAGE FOR CLASSIFICATION ALLOCATION

EBA CLASSIFICATION STRUCTURE							
Area/Task	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7
	Untrained Requires full supervision May perform the following tasks:-	Requires Supervision Has been trained and can work alone to complete the following tasks:-	Requires little supervision Has been trained and can work alone to complete the following tasks:-	Minimal Supervision required Has been trained and can work alone to complete the following tasks:-	Key Operator. Will be able to run section in the absence of the 2/IC. Refer Appendix 2.	Key Operator. Will be able to run section in the absence of the Team Leader. Refer Appendix 2.	Key Operator. Will be able to run all aspects of their section. Refer Appendix 2.
Intake	Sampling, Dump Truck, Washing Bins, Housekeeping (AQF1) Recording Bins (AQF2)	Intake Start Up, Unloading Trucks, Recording Weights, Dump Tank Tipping (AQF2)	Vat Tipping, Plant Shut Down, Early and Late Harvest (AQF2)	Coordination of personnel, Troubleshooting, Documentation, Housekeeping and waste control			
Brining	Ginger in Vats, Operating Pumps (AQF3), Housekeeping (AQF1)	Ginger in Vats Early Harvest (AQF3)	Brine Preparation (AQF3) Documentation/Record Keeping	Samples and Testing of Ginger in Brine			
Green Room/ Trim Line	Mini cut in water, GK Dicer set up and test (AQF2), Housekeeping (AQF1)	DeRouter Operations, Digging Machine Trimline checks and troubleshooting, sorting belt checks (AQF2)	GSE Set Up, Preparation (AQF3) and Testing (AQF2), Stocktake (AQF2)	Troubleshooting, GSE and general machinery operation (AQF3), Documentation (AQF2)			
Syruping	VDF, Citric and Soda additions, Housekeeping (AQF2)	Floor, Prepare Cooling Tanks, shift hoses, Transfer syrup, cleaning, SO2 samples, Documentation	Deck, Night and Flow on mixes, Pasteurising, Sugar up, Invert samples, Bailing Press, Documentation	Cooking Ginger, Cleaning Pots, Troubleshooting and corrective actions			
Chain 5/6	Flushing, Prepare tanks, make and pack syrup, Housekeeping (AQF2)	Maintain Syrup Levels, Ginger reprocessing and conversion, SO2 and invert corrections	Documentation	Troubleshooting Special Syrup Products (eg. organic)			
Chain 5B	Flusing, Prepare Tank, Housekeeping (AQF2)	Ginger processing, SO2 and invert analysis, Documentation	PLC operation and batch control	Troubleshooting, Maintain Syrup levels			
Crystaliser/ Packing Room	Trolley Packing, Sorting (AQF1), Sieving, Housekeeping	Pouch Filler Packing, Bulk Packing (AQF2) Housekeeping	Drying Tunnel/Sugar Coating (AQF2), Check weigher and metal detectors, documentation, cleaning	Troubleshooting and corrective actions, SN Line Set up, Date Coding set up, Documentation			
Bulk Packing & Dicing	Setup and Operate Dicer, Bulk Packing (AQF2), Inspecting product, Housekeeping (AQF1)	Bulk Packing Documentation, Setup and Operate Pulper, Pulper Documentation (AQF2)	Trouble Shooting Dicing or Bull Packing (AQF2), Preparing Drums (AQF1)	Tipping and Draining Documentation (AQF2)			
Glass Line	Palletising, Packing product, Housekeeping	Bottle Filling, Brine filling,	Operate pasteurisation oven	Troubleshooting and corrective actions, Glass Line Set up, Date Coding set up, Documentation			
Juicing	Palletising, Housekeeping	Bag fibre, Lids and Bands, Pressure testing, Labelling	Prepare labels, documentation, set up and cleaning of juicer	Troubleshooting, Setting up pumps and pipework, QA/lab testing, cleaning tanks and equipment			
Dryer	Preparation of and Packing Product (AQF2), Housekeeping	Dryer Operation, Dryer Setup, Plant Clean (AQF2)	Documentation, Preparing labels	Troubleshooting			
Despatch	Recondition Drums (AQF2), Cleaning, Wrapping, Housekeeping	Raw Material receipts and order picks, Stocktaking	Order preparation and goods despatch, Stocktake, (AQF2) Data Entry	Orders for offsite storage, warehouse inspection and control, stock reconciliation, order replenishment			
Hygiene	Sweeping and Mopping, Dusting and wiping down hard surfaces, rubbish collection, toilet cleaning and filling consumables	Knowledge of one machine strip down and clean within the plant, can operate foamer	Knowledge of two or more machine strip down and clean within the plant, has working knowledge and use of chemicals	Knowledge of all machine strip down and clean within the plant, Rubbish removal (forklift required)			
QA	Collects samples Packs samples	Conducts quality testing on raw materials, WIP and Finished Goods	Prepares reports, Calibration of equipment, prepares samples of external lab.	Troubleshooting and corrective actions, checks documentation, completes quality audits and CofAs			

APPENDIX 3

ENGINEERING PAY STRUCTURE AND CLASSIFICATIONS

PAY LEVELS

(as per National Metal and Engineering Industry Competency Standards)

BF/A1 - (C12)	BF/E1-12.6%
BF/A2 - (C11)	BF/E1-7.6%
BF/E1 – (C10)	\$1,069.50
BF/E2 – (C9)	BF/E1 + 5%
BF/E3 – (C8)	BF/E1 + 10%
BF/E4 – (C7)	BF/E1 + 15%
BF/E5 – (C6)	BF/E1 + 25%

Requirements & Objectives

1. The objective of this pay structure is to reward personnel that have a positive attitude and apply above average effort, skills and responsibility to achieve engineering requirements.
2. All the levels include all the preceding level requirements in all aspects of the document.
3. The Management has the final decision on level allocation.
4. If the Employee does not maintain the relevant level standards their rating may be lowered and pay increases will not be passed on until the correct pay level is reached.
5. If a higher position is not required by BF, than the advancement may be deferred until a position is available.
6. It is the responsibility of the engineering person to convince the review team that he/she meets the required standard of the level he/she is applying for.
7. Only the relevant skills to BF will be recognised.
8. All pay levels and allocation to be reviewed and approved by the review team.

Review Team

- Engineering Manager
- Engineering Supervisor
- Engineering Employee

STANDARDS REQUIRED

BF/A1 – (C12)

1. An Employee who has completed a Production/Engineering Certificate 1 or equivalent training or experience so as to enable the Employee to perform work within the scope of this level.
2. Take responsibility for own work subject to routine supervision.
3. Works under routine supervision either individually or in a team environment.
4. Exercises discretion within their level of skills and training.
5. Able to understand and work to Enterprise Agreement.
6. Able to understand and use relevant procedures and work instructions.
7. Exercises good communication and interpersonal skills.
8. Actively show flexibility in work hours to suit job requirements.
9. Pro-active towards Health & Safety requirements and all BFL policies.
10. Able to organise and co-operate with the organisation of RDO's, annual leave & work hours.
11. Actively work to BF policies.
12. Able to work to production requirements.
13. Able to work with others in a team environment.
14. Operates all lifting equipment incidental to their work.
15. Basic tracing and sketching skills.
16. Basic inventory/stock control.
17. Basic keyboard skills.
18. Ability to measure accurately.
19. Assists one or more tradespersons.
20. Assists in the provision of on-the-job training in conjunction with tradespersons And supervisor/trainees.
21. 32 Module points. Ref:-Buderim Foods Pty Ltd Classification Modules BFE1 and
22. BF/E2 to BF/E5.

BF/A2 – (C11)

1. All BF/A1 requirements.
2. An Employee who has completed a Production/Engineering Certificate II or equivalent training or experience so as to enable the Employee to perform work within the scope of this level.
3. Works from complex instructions and procedures.
4. Take responsibility for own work.
5. Co-ordinates work in a team environment or works individually under general supervision.
6. Intermediate keyboard skills.
7. Basic engineering, fault finding and repair skills.
8. Lubrication of production machinery and similar equipment.
9. 64 Module points. Ref:- Buderim Foods Pty Ltd Classification Modules BFE1 and BF/E2 to BF/E5.

BF/E1 – (C10)

1. Take responsibility for own work.
2. Works under general supervision either individually or in a team environment.
3. Able to correctly use recording sheets. Eg (Service sheets & PM sheets).
4. Able to understand and work to Enterprise Agreement.
5. Able to understand and use relevant procedures and work instructions.
6. Able to correctly use reporting forms. (eg Effluent report form)
7. Exercises good communication and interpersonal skills.
8. Actively show flexibility in work hours to suit job requirements.
9. Pro-active towards Health & Safety requirements and all BF policies.
10. Able to organise and co-operate with the organisation of RDO's, annual leave and work hours.
11. Actively work to BF policies.
12. Able to work to produce requirements.
13. Able to work with others in a team environment.
14. Exercises keyboard skills (e.g. able to enter data into stock control data base).
15. Performs work under limited supervision either individually or in a team environment.
16. Operates all lifting equipment incidental to their work.
17. Performs all non-trade tasks incidental to their work.
18. Performs work, which while primarily involving the skills of the Employee's trade is incidental or peripheral to the primary task and facilitates the completion of the whole task. Such incidental or peripheral work would not require additional formal technical training;
19. Holds a trade Certificate or Tradespersons Rights Certificate as a :-
 - (i) Engineering Tradesperson (electrical/electronic) Level I;
 - (ii) Engineering Tradesperson (mechanical) Level I;
 - (iii) Engineering Tradesperson (fabrication/vehicle building) Level I;
 and is able to exercise the skills and knowledge of that trade.
20. Successfully Completed "BF Foundations Modules".
21. 96 Module points. Ref:- Buderim Foods Pty Ltd Classification Modules BF.

BF/E2 – (C9)

1. All BF/E1 requirements.
2. Able to assist in training.
3. Actively work to achieve budget requirements
4. Able to organise major jobs and services, and work with production staff.
5. Able to assist in writing procedures and work instructions.
6. Exercises discretion within the scope of their grade.
7. Able to inspect products and/or materials for conformity with established operational standards.
8. 108 Module points. Ref:-Buderim Foods Pty Ltd Classification Modules BF/E2 to BF/E5

BF/E3 – (C8)

1. All BF/E2 requirements.
2. 120 Module points:-Ref:-Buderim Foods Pty Ltd Classification Modules BF/E2 to BF/E5

BF/E4 – (C7)

1. All BF/E3 requirements.
2. Exercises trade skills relevant to the specific requirements of the enterprise at a level higher than BF/E3.
3. Able to construct & submit written reports.
4. Above average communication skills.
5. Able to train other engineering and factory staff.
6. Able to write procedures and work instructions.
7. Able to supervise others.
8. Able to operate and diagnose problems with plant and equipment to a level to enable the engineering requirements.
9. Assists in the provision of training in conjunction with supervisors and trainers;
10. Provides trade guidance and assistance as part of a work team.
11. 132 Module points (Max 24 Band A):- Ref:-Buderim Foods Pty Ltd Classification Modules BF/E2 to BF/E5

An Employee who has the equivalent level of training and/or experience to a BF/E4 in the technical fields as defined but is engaged in detail draughting or routine planning or technical tasks requiring technical knowledge.

BF/E5 – (C6)

1. All BF/E4 requirements.
2. Exercises high precision trade skills using various materials and/or specialist techniques:
3. Installs, repairs, maintains, tests, modifies, commissions and/or fault finds on complex machinery and Equipment which utilises hydraulic and/or pneumatic principles and in the course of such work, is required to read and understand hydraulic and pneumatic circuitry which controls fluid power systems;
4. Works on complex or intricate circuitry which involves examining, diagnosing and modifying systems comprising inter-connected circuits.
5. 144 Module points (Max 24 Band A):-Ref:-Buderim Foods Pty Ltd Classification Modules BF/E2 to BF/E5

TOOL & ALL-PURPOSE ALLOWANCE

The following are the minimum tools required.

BF/E1(C10)

Ring spanners A.F ¼” to 1”

Ring spanners metric 5mm to 25mm

Open end or Ring/open spanners A.F ¼” to 1”

Open end or Ring/open spanners Metric 5mm to 25mm

Socket set A.F. ½” drive – range ¼” to 1”.

Socket set metric ½” drive – range 7mm to 25mm.

Ratchet ½” drive.

Breaker Bar ½” drive.

300mm extension bar ½” drive.

150mm extension bar ½” drive.

75mm extension bar ½” drive.

Flex joint.

300 mm adjustable wrench.

150mm adjustable wrench.

200mm combination pliers.

200mm side cutting pliers.

200mm vice grip pliers.

Multi grip pliers.

Assorted circlip pliers – for internal and external circlip – ¼” to 2”

Stiltsens up to 250mm

Screwdrivers

Phillips head – assorted sizes – stubby up to 300mm.

Flat blade – assorted sizes – stubby up to 300mm.

Hex Keys

Set – metric 1mm up to 10mm.

Set – A.F. 1/16” up to 3/8”

300mm steel rule.

Measuring tape 5m steel retractable.

Scriber.

Center Punch.

Outside calliper 6” or 8”.

Inside calliper 6” or 8”.

Dividers 6” or 8”.

Combination square set 300mm.

Set feeler gauges.

Set thread gauges metric.

Set thread gauges UNC.

Ball pin hammer – 225 gram approx.

Ball pein hammer – 450 gram approx.

Soft hammer – hide or plastic.
Hacksaw.
Stanley knife.

Cold chisel – 1” section.
Cold chisel – ½” section.
Pin punch assortment – long series.
Hole punch assortment – 5mm to 13mm
Pry bar approx 450mm min in lever or poder style.

BF/E2 (C9)

BF/E1 +
Measuring equipment verniers 200mm or Outside Micrometer 0-2”

BF/E3 (C8)

BF/E2 requirements +
Range of more specific tools and above average organisation of tools.

TRAINING

1. Application for training to be submitted by engineering personnel.
2. All training must be approved before commencement if recognition is to be gained.
3. Priority of training to be decision of Review team.
4. BF to pay the cost of required text and course after successful completion.
5. Successful completion means – successful completion and verification of ability to apply the skills gained. To be assessed 1 month after completion of the course.
6. In-house:- 50% BF time and 50% in own time.
7. External:- 100% in own time. Travel to be in own time, no travel allowance.

BF FOUNDATION MODULES (BF Foundation Modules will be completed in BF time).

- Communication A
- Communication B
- Quality Assurance A
- Quality Assurance B
- Hygiene & Sanitation A
- Hygiene & Sanitation B
- Calculations A
- Calculations B
- Occupational Health & Safety A
- Induction

APPLICATION FOR ASSESSMENT/APPROVAL FOR COMPETENCY TRAINING

Name: _____

Current _____ BF _____ level: _____

Details(Training required/skill to be assessed)

Approved

Not approved (Give reasons)

Manager: _____ Engineering _____/____/____
-

Supervisor: _____ Engineering _____/____/____
-

APPENDIX 4

A Explanation of the Productivity Bonus System

The Productivity/Christmas bonus system is based on three equal measures (Key Point Indicators, which may vary each year as negotiated with the Production Committee). Each measure will represent .5% giving a total bonus of 1.5% if all the goals are achieved for that given year.

The payment of the productivity bonuses will be the total amount due (depending on the achieved outcomes for that given year), multiplied by the total gross wages (from 1 December to 30 November) of all current eligible Employees that are covered by the Enterprise Agreement as of 30 November, and will be distributed only to current Enterprise Agreement Employees at the time of payment (December).

Bonuses will be paid to qualifying Employees on a pro-rata basis, and will be based on “ordinary production hours” plus annual leave hours, long service leave, and sick leave hours, and would not include the following: - unpaid leave, and Overtime hours.

The introduction of the pro-rata clause is to ensure the system is fair. As an example: - a Employee that has only been in employment with BF for a short period will get a proportionally smaller bonus in December compared to someone who has been employed for the full year.

The Production Committee will meet monthly to review and discuss the status of productivity gains, with a view to ensure all the agreed KPI's are progressing to achieve the predetermined targets. The results of each KPI will be communicated to all qualified staff on a monthly basis.

The three measures for 2021 will be as follows: -

K.P.I. No 1: Safety (Lost Time Injury), attracts a potential full bonus of .5%

The Safety KPI will be split into two (2) different measures each representing .25% bonus payment for a potential total of .5% bonus payment.

Measure 1 (worth a maximum of .25%)

The ultimate target is injury free for 12 months (LTI) free. Each month injury free equals .0208% in bonus. For example, 7 months injury free would equate to .1458%. The definition of a Lost Time Injury is - I injure myself at work and I am un-able to attend work the following day.

Measure 2 (worth a maximum of .25%)

The target is to have as few as possible compensation claims where an Employee has more than 5 days off work. This KPI will use the definitions of lost time injury (LTI) and lost time injury frequency rates (LTIFR) as defined by Safe Work Australia.

Definition and calculation of lost-time injury frequency rates (LTIFR)

Lost-time injury frequency rates are the number of lost-time injuries within a given period relative to the total number of hours worked in the same period. For the purposes of calculating this KPI,

the period will be December to November each year. This is calculated as follows and results in a measure of the number of lost-time injuries per hour worked during the accounting period:

$$\frac{(\text{Number of lost time injuries in the period})}{(\text{Total hours worked in the period})}$$

The number of lost-time injuries per hour worked is always a very small number. Therefore, for ease of interpretation, a multiplier of 1 million is used and LTIFRs are reported as the number of lost-time injuries per million hours worked. This is calculated as follows:

$$\frac{(\text{Number of lost time injuries in the period})}{(\text{Total hours worked in the period})} \times 1\,000\,000$$

Definition of lost-time injury

A lost-time injury is defined as a work related occurrence to an Employee or labour hire worker that results in a fatality, permanent disability or time lost from work of 5 days/shifts or more.

Definition of hours worked

Total hours worked by all Employees covered by this Agreement and labour hire staff including all normal and overtime hours and excluding paid and unpaid leave hours.

Bonus payment will be calculated on the following:

LTIFR < or =24 (.25% bonus)

LTIFR >24 and < or = 34 (.125% bonus)

LTIFR >34 (0% bonus)

KPI No. 2: Production Efficiency Rates - attracts a potential full bonus of .5%.

The Production Efficiency component of the productivity bonus will be based on labour variance and will be measured as the difference between the actual numbers of hours worked and the standard number of hours for the activities on site. The actual number of hours will be recorded via the BuRPS time and attendance system and the standard hours is calculated via the product costings in the Bill of Material (BOM). The bonus of 0.5% will be activated if the total annual variance is < or = 0 hours against standard. The status of this component will be reported on a monthly basis to all staff.

Examples

If the actual number of hour taken for the year is 1000 and the standard is 1200 (-200 hours). Bonus payment is applicable.

If the actual no of hour taken for the year is 1000 and the standard is 1000 (0 hours). Bonus payment is applicable

If the actual number of hour taken for the year is 1000 and the standard is 900 (100 hours). Bonus payment is not applicable

KPI No. 3: Quality (Food Safety) - attracts a potential full bonus of .5%

The primary objectives of the Buderim Foods Pty Ltd food safety protocols are to stop the distribution and sale of an affected item so as to prevent consumers from suffering harm. Our target is zero customer complaints and zero product recalls.

KPI.

Zero customer complaints for the period = .5% bonus

One customer complaints for the period = .33% bonus

Two customer complaints for the period = .165% bonus

Three or more customer complaints for the period = 0% bonus

One product recall during the period = 0% bonus regardless of how many customer complaints received.

Definitions:

Customer complaint: A complaint received where it is established that the complaint is due to the failure of following food safety processes. For example; plastic or metal within our products.

Product Recall: An action taken to remove from sale, distribution and consumption, food which may pose a safety hazard to consumers. Such action is taken when there is reasonable possibility that the use or consumption of product will cause adverse health consequences or even death. Examples include Salmonella contamination, harmful foreign bodies or toxic chemicals. A recall involves notification to statutory authorities.

APPENDIX 5 – PRESERVED ENTITLEMENTS

This Schedule preserves entitlements provided in the *Buderim Foods Pty Ltd Enterprise Agreement 2021*. This Schedule applies to those Employees who were engaged by the Employer prior to 1 January 2022 as outlined in clause 1.6 Preserved Entitlements. For the avoidance of doubt, the provisions of this Schedule do not apply to Employees employed by the Employer after the commencement of this agreement.

The conditions set out in this Schedule will prevail over those in the remainder of this Agreement to the extent of any inconsistency for those Employees who were engaged by the Employer prior to 1 January 2022.

1. Payment of Personal/Carer’s Leave on Termination of Employment

Employees who were eligible to be paid the following entitlement in the event that their employment was terminated by Buderim Foods Pty Ltd in accordance with clause 3.11(5) of the previous Agreement, immediately prior to 1 January 2022 will continue to receive payment of 50% of all accrued and unused personal/carer’s leave upon the termination of employment by Buderim Foods Pty Ltd.

2. Redundancy / Severance Pay

Employees who were eligible to be paid the following entitlements in the event that they were made redundant in accordance with the Redundancy clause of the previous Agreement, immediately prior to 1 January 2022 will continue to receive:

Severance Pay:

An Employee whose employment is terminated by reason of redundancy is entitled to the following amount of severance pay in respect of a period of continuous service:

Period of Continuous Service	Severance Pay (Weeks)
At least 1 year but less than 2 years	4
At least 2 years but less than 3 years	6
At least 3 years but less than 4 years	7
At least 4 years	2 weeks’ pay per year of service

In all above cases "week's pay" means the ordinary time rate of pay for the Employee concerned.