



**Accolade  
Wines**

**ACCOLADE WINES  
(WINE INDUSTRY)  
ENTERPRISE AGREEMENT  
2024**

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## PART A ABOUT THIS AGREEMENT

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### 1. Title

This enterprise agreement will be known as the Accolade Wines (Wine Industry) Enterprise Agreement 2024 [herein after called the “Agreement”]

### 2. Definitions and interpretation

2.1 In this Agreement, unless otherwise specified:

2.1.0 **Award** means the *Wine Industry Award 2010*, as at 1 December 2016.

2.1.1 **Calendar Year** means a year commencing 1 January and ending 31 December.

2.1.2 The **Company** means Accolade Wines Australia Limited (ACN 008 273 907).

2.1.3 **FW Act** means the *Fair Work Act 2009* (Cth).

2.1.4 **FWC** means the Fair Work Commission.

2.1.5 **Immediate Family** is defined in the NES and means:

(a) a current or former spouse, current or former de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or

(b) a child, parent, grandparent, grandchild or sibling of a current or former spouse or current or former de facto partner of the employee.

For the avoidance of doubt, the definition includes step-relations, such as step-parents and step-children, as well as adoptive relations.

2.1.6 **Life of this Agreement** means the period commencing when the Agreement comes into effect (as decided by FWC) and ending when the Agreement is replaced or terminated.

2.1.7 **NES** means the National Employment Standards as contained in the FW Act.

2.1.8 **Regular Casual Employee** has the meaning set out in sub-clause 21.1.1.

2.1.9 **Site** means a location at which the Company operates which is geographically separate to other locations at which the Company operates.

2.1.10 **Union** means United Workers Union.

2.2 Some provisions of this Agreement apply only to specific groups of employees.

2.2.0 Where a provision is marked **[Berri Estates only]**, that provision applies only to employees working at the Company’s premises at Old Sturt Highway, Glossop.

2.2.1 Where a provision is marked **[excluding Berri Estates]**, that provision does not apply to employees working at the Company’s premises at Old Sturt Highway, Glossop.

2.2.2 Where a provision is marked **[Vineyards only]**, that provision applies only to employees working in vineyard operations.

2.2.3 Where a provision is marked **[excluding Vineyards]**, that provision does not apply to employees working in vineyard operations.

2.2.4 Where a provision is marked **[Berri Estates and Vineyards only]**, that provision applies only to employees working at the Company’s premises at Old Sturt Highway, Glossop; and to employees working in vineyard operations.

2.2.5 Where a provision is marked **[excluding Berri Estates and Vineyards]**, that provision does not apply to employees working at the Company’s premises at Old Sturt Highway, Glossop, and it does not apply to employees working in vineyard operations.

2.2.6 Where a provision is marked **[Tintara only]**, that provision applies only to employees working at the Company’s premises at 202 Main Road, McLaren Vale.

2.2.7 Where a provision is marked **[St Hallett only]**, that provision applies only to employees working at the Company’s premises at St Hallett Road, Tanunda.

### **3. Coverage**

3.1 This Agreement covers:

- (a) the Company in respect of its employees in South Australia and Houghton & Brookland Valley Cellar Door, 4070 Caves Rd, Wilyabrup WA 6280, who are covered by this Agreement; and
- (b) employees of the Company as referenced in sub-clause 3.1 (a) who are covered by the classification structure set out in Part J and whose employment would otherwise be covered by the *Wine Industry Award 2010/2020*; and
- (c) the Union, provided written notice is given in accordance with section 183(1) of the FW Act and the FWC notes in the decision to approve this Agreement that the Agreement covers the Union.

### **4. Nominal expiry date**

This Agreement has a nominal expiry date of 30 June 2027.

### **5. Relationship to the Award and the NES**

- 5.1 This Agreement is to be read in conjunction with the Award, and such terms and conditions will be maintained for the life of the Agreement.
- 5.2 Where there is any inconsistency between the terms and conditions of this Agreement and those in the Award, the provisions of this Agreement must prevail.
- 5.3 This Agreement is not intended to operate in any way that is less beneficial than the NES. If a provision of this Agreement could be interpreted as being less beneficial than the NES, the NES will apply.

### **6. Previous enterprise agreements**

- 6.1 This Agreement replaces in their entirety the Accolade Wines (Wine Industry South Australia) Enterprise Agreement 2021, the Accolade Wines (Western Australia, Victoria and Tasmania) Enterprise Agreement 2021 and any other enterprise agreement that may have applied to employees now covered by this Agreement.
- 6.2 This Agreement must not operate so as to cause an employee to suffer a reduction in ordinary time earnings or other statutory entitlements.

### **7. Single bargaining unit**

For the purpose of negotiating this Agreement, a single bargaining unit was established, consisting of management representatives, employee representatives, Union delegates and Union officials.

### **8. Objectives of this Agreement**

The objectives of this Agreement are to develop a workforce which is highly skilled, flexible and participative. This Agreement will be built from shared responsibility, shared input and effective communications. We aim at a future based on mutual trust and job security through product, service and performance excellence. The objectives seek job satisfaction, high morale and real, sustainable improvements in productivity, service and performance, by way of:

- (a) an organisation structure with a highly participative workforce;
- (b) investigating alternative systems of rewards/incentives;
- (c) a responsive, flexible, innovative and challenging workplace;
- (d) continuing to develop a workplace which is well equipped and technically advanced;
- (e) an organisation which shares information with its employees;

- (f) environmental responsibility through monitoring and reduction of wastage;
- (g) a workplace in which people are able to achieve personal aspirations;
- (h) an organisation which encourages involvement of all employees and/or their chosen representatives in the decision-making process;
- (i) continuing to develop a team approach to operations and improvement;
- (j) a Company which encourages self and mutual respect within its workforce;
- (k) simultaneous improvements of all workplace issues such as quality, safety, environment, work practices and customer satisfaction.

## **9. Best practices**

- 9.1 The parties agree that “best practices” are simply the best way of doing things; it is a process of constantly changing and adapting to new pressures. Best practices are not fixed. At any particular point in time, it is the method of operation to achieve exemplary levels of performance. Best practices are not restricted to an examination of costs, but also include, for example, timeliness of delivery and quality.
- 9.2 The best practices program is based on the following principles:
- (a) ongoing consultation between employees, management and the Union;
  - (b) continuous improvements;
  - (c) understanding and measuring customer needs;
  - (d) benchmarking and setting of targets;
  - (e) multi-skilled and flexible workforce committed to change; and
  - (f) excellence in work health and safety, quality and environmental management.

## **10. Performance indicators and measurement tools**

The parties commit themselves to a process of continuous improvement and see performance indicators and the ongoing measurement of performance as a tool designed to improve productivity, service and efficiency.

## **11. Programs designed to achieve product, service and performance excellence**

- 11.1 All management and employees will continue to embrace the concept of third-party certification under the applicable range of best practice management standards. All will assist in achieving or retaining of these by:
- (a) actively and co-operatively participating in the review and writing or re-writing of standard procedures;
  - (b) following and adhering to standard procedures;
  - (c) reviewing and updating of standard procedures with a view to improving quality, environment and safety performance; and
  - (d) raising requests for corrective action in the event of systems failure.

## **12. No extra claims**

- 12.1 It is agreed that no further claims will be made by one party against the other for the life of this Agreement.
- 12.2 The wage increases provided for in this Agreement are inclusive of any Annual Wage Review Decision or general wage increases which may be provided by FWC or like body during the life of this Agreement.

**13. Commitment to collective bargaining**

The parties agree that for the life of this Agreement the means of determining wages and conditions of employment will be collective bargaining with the Union.

**14. Not to be used as a precedent**

This Agreement must not be used in any manner whatsoever to obtain similar benefits in any other plant or enterprise.

**15. Renegotiation of this Agreement**

15.1 It is intended that, upon expiry, this Agreement will be replaced with another enterprise agreement.

15.2 The parties therefore agree that negotiation of a replacement Agreement will commence no earlier than six months and no later than three months prior to the nominal expiry date of this Agreement with the aim of reaching a new agreement before the nominal expiry date.

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## **PART B CONSULTATION AND DISPUTE RESOLUTION**

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### **16. Consultation arrangements**

- 16.1 The parties are committed to consultation with the workforce and recognise the need to maintain mutual trust and understanding to ensure that effective consultation occurs.
- 16.2 If the Company is seriously considering major workplace changes that are likely to have a significant effect on the employees covered by this Agreement, the Company must consult with the relevant employees, and their representatives, if any, and the prior to implementing the change.
- 16.3 As soon as practicable the Company must discuss with the relevant employees and their representatives, if any, and the Union the introduction of the change; and the effect the change is likely to have on the employees. The Company must discuss measures to avert or mitigate the adverse effect of the change on the employees. The parties recognise the need to maintain mutual trust and understanding to ensure that effective consultation occurs.
- 16.4 For the purposes of the discussion the Company will provide the relevant employees and their representatives, if any, and the Union in writing:
- (a) all relevant information about the change including the nature of the change proposed; and
  - (b) information about the expected effects of the change on the employees; and
  - (c) any other matters likely to affect the employees
- 16.5 Where the Company proposes to alter an employee's hours of work or change an employee's regular roster, the Company must, in addition to any other obligations in this clause 16:
- (a) provide the employee with information regarding the proposed change in writing as soon as practicable in accordance with sub-clause 16.4;
  - (b) invite the employees and their representatives, if any and the Union to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
  - (c) consider any views given by the employees and their representatives, if any, and the Union about the impact of the change.
- 16.6 The Company must give prompt and genuine consideration to matters raised about the major change by the relevant employees and their representatives, if any, and the Union.
- 16.7 The Company must act in good faith in relation to the consultation process provided in this clause 16, excluding where it can be demonstrated that the material is commercial in confidence.
- 16.8 If there is a dispute in relation to any provision in this consultation clause, the dispute will be resolved in accordance with clause 18.
- 16.9 While the dispute is being resolved in accordance with clause 18, the parties will respect the status quo. However, the Company may direct an employee to perform different work or work at a different location, on full pay, if it is reasonable to do so to protect the safety, health or welfare of another employee or employees.
- 16.10 In this clause, 'good faith' includes obligations to meet, disclose relevant information, genuinely consider proposals and respond with reasons, and to refrain from capricious or unfair conduct that undermines consultation.
- 16.11 In this clause 16, "a major change" is likely to have a significant effect on employees" if it results in:
- (a) the termination of the employment of employees;
  - (b) major change to the composition, operation or size of the Company's workforce or to the skills required of employees;
  - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure);
  - (d) the alteration of hours of work, including (but not limited to) alterations to an employee's



regular roster or ordinary hours of work;

- (e) the need to retrain employees;
- (f) the need to relocate employees to another workplace; or
- (g) the restructuring of jobs.

- 16.12 The relevant employee may appoint a representative, which may include the Union, for the purposes of the procedures in clause 16.
- 16.13 If a relevant employee appoints, or relevant employees appoint, a representative for the purposes of the procedures the Company must recognise the representative.
- 16.14 In this clause 16, “relevant employees” means the employees who are affected by a change referred to in sub-clauses 16.2, 16.5 and 16.11.

## **17. Consultative committee**

- 17.1 A consultative committee has been established and is comprised of:
- (a) management representatives;
  - (b) employee representatives from designated work areas elected by the members they represent; and
  - (c) one or more Union delegates.
- 17.2 The consultative committee is a mechanism to assist in the consultation process set out in clause 16 and provides employees with an opportunity to openly participate in discussions which impact upon their working environment.
- 17.3 Union officials have an ongoing invitation to attend meetings and participate in discussions.
- 17.4 The consultative committee will meet bi-monthly (6 times per year).

## **18. Settlement of disputes**

- 18.1 The purpose of this disputes settlement procedure is to allow all parties access to a system to discuss and resolve all matters of grievance and dispute.
- 18.2 All parties agree to undertake all necessary steps to ensure that all issues receive prompt attention and are resolved by conciliation, preferably by the internal settlement of issues.
- 18.3 During a dispute the status quo existing immediately prior to the matter giving rise to the dispute will remain. Work will proceed without stoppage or the imposition of any ban, limitation or restriction.
- 18.4 The resolution of any industrial matter, including disputes arising under the NES or this Agreement, will be in accordance with the following procedure:
- Stage 1 The employee and/or the employee’s representative will contact the supervisor and attempt to settle the matter at that level.
  - Stage 2 If the matter is not settled at Stage 1, the employee and/or the employee’s representative will meet with the direct manager to settle the matter.
  - Stage 3 If the matter is not settled at Stage 2, the employee’s representative will meet with the department manager to settle the matter.
  - Stage 4 If the matter is not settled at Stage 3, the matter may be referred to FWC for conciliation or arbitration.
  - Stage 5 If, for any reason, the FWC does not have the power or declines to conciliate or arbitrate the matter, then the matter will be dealt with by an independent person agreed upon by the parties.
  - Stage 6 If the parties are unable to agree upon an independent person at Stage 5, then the matter will be dealt with by an independent person nominated by the Institute of Arbitrators and

Mediators Australia.

Stage 7 Any decision made by a person nominated to conciliate or arbitrate on the matter in dispute will be final and binding on the parties in the absence of manifest error. No party will have any right of appeal.

18.5 Every effort will be made to ensure that the processes contained in stages 1, 2 and 3 above will be completed within five working days and prevent escalation of any dispute.

18.6 There will be the opportunity for any party to raise the issue to a higher stage at any time.

18.7 An employee who is not a member of the Union will have the right to representation at any stage by a representative of the employee's choice.

## **19. Disciplinary Process**

19.1 The Company will recognise any Union delegate nominated by an employee as their representative to accompany them to any disciplinary meeting. A union delegate may act to support and represent the employee during the disciplinary process. However, the employee will be expected to provide to the best of their ability information or insights applicable to the situation and circumstances.

The Company may ask the employee to select someone else as their support person / representative where the Union delegate cannot attend a meeting on a proposed date or any alternative date that is not more than five working days after the date originally proposed by the Company.

19.2 The Company may terminate the employment of an employee during their probationary period, in accordance with the requirements of the FW Act and after appropriate assessment of their performance, behaviour or conduct, without the requirement to progress through the disciplinary stages set out in sub-clause 19.7.

19.3 The objective of the disciplinary process is to enable employees to fully understand what is expected of them and to provide guidance to support the improvement of performance, behaviour and/or conduct.

19.4 Where a manager has concerns in relation to any unsatisfactory performance, behaviour or conduct of an employee then the manager may initially discuss the possible specific unsatisfactory performance, behaviour or conduct informally with the employee without disciplinary action being taken. Such discussion is to occur in a face-to-face meeting between the employee and the manager where the employee and manager are based at the same site otherwise the meeting is to occur via video call.

The purpose of that meeting is to discuss the required performance, behaviour or conduct and agree on a course of action to be taken to meet the required standards identified. In such cases, a file note of the meeting should be made. The manager may seek support from the HR team in facilitating the counselling session with the employee.

19.5 Despite sub-clause 19.4, a formal disciplinary process may be commenced at any time when an employee's performance, behaviour or conduct is reasonably suspected to be unsatisfactory, or where efforts to improve possible unsatisfactory performance, behaviour or conduct have not been successful.

19.6 Whenever a disciplinary process is taken, the details will be recorded in the employee's personnel file. In certain circumstances, the Company may conduct an investigation into allegations made of any unsatisfactory performance, behaviour or conduct. Formal warning letters issued as a result of the disciplinary process should be signed by both the employee and manager and a copy provided to the employee and HR. If the employee refuses to sign the letter, the manager will indicate on a copy of the letter the employee's refusal to sign and provide this copy to HR for loading to the employee's personnel file. The manager will note that a copy of the letter was provided to the employee and the employee was asked but refused to sign.

19.7 If the Company takes disciplinary action against an employee, then the disciplinary action is to be taken in stages, namely:

- (a) stage one (verbal warning);
- (b) stage two (first written warning);
- (d) stage three (final written warning); and
- (f) stage four (dismissal),

and, in addition to each stage, alternative disciplinary action as set out in sub-clause 19.11 may be taken. The Company is not restricted to applying all steps as prescribed in this clause 19.7 based on the circumstances of the unsatisfactory performance, behaviour and conduct.

19.8 Despite sub-clause 19.7, in cases where there is a finding of **serious misconduct** as defined by the FW Act an employee may:

- (a) receive a first written warning (stage two) or a final written warning (stage three) without having received a prior warning; or
- (b) be dismissed without having received a prior warning,

but only after the employee has been given every opportunity to respond to any allegation being made. The Company may, in addition to any warning issued, also take alternative disciplinary action as set out in sub-clause 19.10 where it is reasonably required by the Company to do so in the circumstances.

19.9 A verbal warning and first written warning will each remain current for a period of six months from the date the warning is issued, and a final written warning will remain current for a period of 12 months from the date the warning is issued. An expired warning will not be referenced in future disciplinary action.

19.10 Depending on the circumstances of the **serious misconduct**, alternative disciplinary action may be taken where it is reasonably required by the Company to do so, including but not limited to, demotion and/or withdrawal of non-contractual benefits.

19.11 The following principles apply to the disciplinary process:

- (a) an employee must be given an opportunity to respond to any allegation of unsatisfactory performance, behaviour or conduct,
- (b) an employee must be allowed to be accompanied by a support person or representative during any meeting or investigation conducted by or on behalf of the Company,
- (c) the person issuing a warning must be accompanied by a colleague to verify that the warning was given;
- (d) an employee must be informed of the outcome of any investigation conducted by or on behalf of the Company;
- (e) all disciplinary actions, including warnings must be confirmed in writing; and
- (f) if an employee is not satisfied with a disciplinary process (other than a disciplinary process that results in a dismissal), the dispute resolution process (as set out in clause 18) can be followed.

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## **PART C TYPES OF EMPLOYMENT**

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### **20. Casual employees**

- 20.1 Casual employment is described in section 15A of the FW Act.
- 20.2 Except as may be provided in clauses 21 and 22, all provisions that apply to casual employees as set out in the Award and this Agreement will also apply to Regular Casual Employees and seasonal casual employees.
- 20.3 Casual loading
- 20.3.1 A casual employee working ordinary time must be paid the minimum hourly rate for the classification in which they are employed, plus a casual loading of 20%.
- 20.3.2 The 20% casual loading prescribed in sub-clause 20.3.1 applies instead of the 25% casual loading prescribed in clause 13 of the Award.
- 20.3.3 The casual loading is paid instead of paid annual leave, annual leave loading, paid personal/carer's leave and payment for absences on public holidays.

### **20.4 Minimum engagement [Cellar Door Only]**

- 20.4.1 Despite sub-clause 13.3 of the Award, a casual employee who ordinarily performs work in the cellar door function (as set out in clause **Error! Reference source not found.** 60) may be engaged and paid for a minimum of one hour's work for the purpose of attending a team meeting and/or training, subject to the following:
- (a) a casual employee may be engaged as such no more than once per quarter; and
  - (b) a casual employee who declines to work will not be disadvantaged for doing so.
- 20.4.2 For the purposes of sub-clause 20.4.1, a quarter is a period of three calendar months commencing on 1 July, 1 October, 1 January or 1 April in any year.

### **20.5 Casual conversion**

- 20.5.1 A pathway for employees to change from casual employment to full-time or part-time employment is provided for in the NES. Disputes about changes to casual employment status may be dealt with under clause 18.
- 20.5.2 In addition to the provisions of the NES dealing with casual conversion, the Company will provide an offer, in writing, for conversion from casual employment to full-time or part-time employment, to a casual employee who has worked a regular and systematic pattern of ordinary hours in the first 12-months of employment and where due to business need employment will continue beyond that first 12-month period. The offer of full-time or part-time employment will be based on a calculation of the average ordinary hours worked over the immediately preceding 12-month period.

## **21. Regular casual employees**

### **21.1 Definition**

- 21.1.1 A "Regular Casual Employee" means a casual employee who:
- (a) has worked in the same designated work area for a minimum of 832 ordinary hours in a continuous twelve-month period from the employee's Commencement Date or Anniversary Date ("the Qualifying Period"); and
  - (b) is employed to work in the same designated work area in the twelve-month period following the Qualifying Period.
- 21.1.2 "Commencement Date" means the most recent commencement date specified in any letter of offer issued by the Company to the employee and accepted by the employee.
- 21.1.3 "Anniversary Date" means the anniversary of the Commencement Date.

- 21.1.4 For the avoidance of doubt, an employee will not be a Regular Casual Employee any earlier than the first anniversary of the employee's Commencement Date.
- 21.1.5 Hours worked in more than one designated work area will count towards the minimum hours required to qualify as a Regular Casual Employee where that employee is transferred between designated work areas by the Company, and the transfer is recorded in writing.

21.2 A Regular Casual Employee will be:

- (a) employed on a regular ongoing basis and engaged under one continuous contract of employment;
- (b) classified not lower than Grade 2;
- (c) paid the casual loading specified in sub-clause 20.3;
- (d) subject to unpaid stand down during periods when there is no work available, as set out in sub-clause 21.3;
- (e) provided work in preference to seasonal casual employees, or new workers engaged through labour hire agencies, unless the Company needs to recruit persons that possess particular skills and those skills cannot be readily obtained by existing employees within a short period of time;
- (f) given the same procedural fairness that is afforded to full-time and part-time employees in relation to conduct and/or performance matters; and
- (g) entitled to unpaid parental leave on the same basis as full-time and part-time employees.

### **21.3 Stand downs**

- 21.3.1 Except in exceptional circumstances, a Regular Casual Employee will be given a minimum of two working days' notice prior to any stand down period of more than five consecutive days.
- 21.3.2 A Regular Casual Employee will be advised in writing, prior to any stand down of more than five consecutive days, the anticipated date of return to work. The onus will be on the employee to contact the Company prior to the anticipated date of return to work, to confirm the employee's availability for work. At this time the Company may vary the initial anticipated date of return by up to four weeks, or for more than four weeks by mutual agreement.
- 21.3.3 Following a stand down, including any variation as described in sub-clause 21.3.2 the Company must provide the employee with work or determine whether the employment is to continue.
- 21.3.4 The standing down of a Regular Casual Employee within a designated work area will be in accordance with the selection criteria in priority order as follows:
- (a) the lowest appropriate skill level to perform relevant tasks, and lowest classification;
  - (b) work record (i.e. any written warnings given in the previous 12 months); then
  - (c) shortest length of service.
- 21.3.5 Where, as a result of a stand down, the Company may not be able to provide a Regular Casual Employee with a minimum of 832 ordinary hours' work in a 12-month period, the Company must consult with the employee concerned, and the Union, prior to the commencement of the stand down. For the purposes of those discussions the provisions of clause 16 will apply.
- 21.3.6 If, during the consultation referred to in sub-clause 21.3.5, it becomes evident that the Company will not be able to provide a minimum of 832 ordinary hours' work in the 12-month period, then unless otherwise agreed between the employee and the Company, that employee's position will be considered redundant and sub-clause 21.4 will apply.
- 21.3.7 The return to work of Regular Casual Employees within each designated work area will be in accordance with the following selection criteria, in priority order:
- (a) the highest appropriate skill level to perform relevant tasks, and highest classification;
  - (b) work record (i.e. any written warnings given in the previous 12 months); then

(c) greatest length of service.

21.3.8 A Regular Casual Employee who:

- (a) is not available to recommence work immediately following a stand down; or
- (b) fails to contact the Company prior to the anticipated date of return to work, will break continuity of service and be deemed to have resigned from employment unless the employee has a valid reason for being unavailable to commence work or for failing to contact the Company, as applicable.

**21.3.9 Designated Work Areas**

For the purposes of sub-clause 21.3, the “designated work areas” are, for each site:

- (a) cellar;
- (b) cellar door sales;
- (c) laboratory;
- (d) packaging;
- (e) quality assurance;
- (f) vineyards;
- (g) warehouse/distribution;
- (h) wastewater, woodlot and gardens.

**21.3.10 Continuity of Service**

Except as detailed in sub-clause 21.3, a stand down period does not break a Regular Casual Employee’s continuity of service and is included for the purpose of calculating the length of service.

**21.4 Redundancy**

21.4.1 A Regular Casual Employee whose employment is terminated due to the redundancy of the employee’s position will be entitled to the termination and redundancy provisions that apply to full-time and part-time employees.

21.4.2 Redundancy pay will be calculated on the average number of ordinary hours worked in the 52 weeks immediately preceding the employee’s termination date and paid at the employee’s ordinary rate of pay, but not including the casual loading.

**21.5 Time off without pay**

21.5.1 A Regular Casual Employee, working 35 hours or more per week for a period of 48 continuous weeks, will be required to take time off without pay for a period of four weeks in accordance with the established annual leave procedure.

21.5.2 A Regular Casual Employee, working less than 35 hours per week for a period of 48 continuous weeks, may be required to take time off work without pay for a period of up to four weeks.

21.5.3 Time off taken in accordance with this sub-clause 21.5 does not constitute a stand-down as described in sub-clause 21.3.

**22. Seasonal casual employees**

A seasonal casual employee will be:

- (a) employed on a short-term basis only;
- (b) provided work in preference to labour hire agency workers; and
- (c) provided work in preference to new employees (excluding returning employees or employees hired into full time or part time roles) subject to the satisfactory performances of the seasonal casual employee.

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## **PART D HOURS OF WORK**

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### **23. Working hours**

- 23.1 [Excluding Berri Estates]** Except by mutual agreement between the Company and an employee, no change to a full-time or part-time employee's starting time will be made unless the employee is given two days' notice. These conditions will also apply in relation to notice of shift changes, but only apply to one shift change per week, unless mutually agreed.
- 23.2 [Excluding Berri Estates and Vineyards]** By mutual agreement between an employee and the Company, an employee may be requested to follow on from a normal day's work for up to two hours in order to complete a task already commenced, without prior notice.
- 23.3 [Excluding Berri Estates and Vineyards]** Due to the changing and expanding nature of the Company and to ensure the Award provisions are complied with, there is a need for all employees to recognise that changes to work patterns may require changes as to how people work.
- 23.4 [Excluding Berri Estates and Vineyards]** All employees will to the best of their ability use initiative to ensure continuity of production, e.g. continued supply of materials necessary to perform continuous production.

### **24. Shift work**

#### **24.1 Definitions**

- 24.1.1 Shift Worker means an employee who is regularly rostered to work Day Shift, Afternoon Shift or Night Shift with at least 48 hours' notice, but does not include a day worker.
- 24.1.2 Day Shift means any shift commencing between 6.00am and 11.59am.
- 24.1.3 Afternoon Shift means any shift commencing between midday and 5.59pm.
- 24.1.4 Night Shift means any shift commencing between 6.00pm and 5.59am.
- 24.1.5 By agreement between the Company and the majority of employees in a work group(s), the definition of Day Shift, Afternoon Shift and/or Night Shift may be altered by up to one hour at either end of the span.
- 24.1.6 For the avoidance of doubt, for the purposes of this clause 24, reference to the commencement or finish of any shift means the commencement or finish of the employee's ordinary hours, not including overtime.
- 24.2 An employee who works Afternoon Shift must be paid 20% extra for such shift.
- 24.3 An employee who works Night Shift must be paid 25% extra for such shift.
- 24.4 The rate at which a Shift Worker must be paid for work performed in ordinary time between midnight on Friday and midnight on Saturday is 150%. The extra rate is in substitution for and not cumulative upon the shift premiums prescribed in sub-clauses 24.2 and 24.3.
- 24.5 The rate at which a Shift Worker must be paid for all time worked on a Sunday is 200% and on a public holiday is 250%. The extra rates are in substitution for and not cumulative upon the shift premiums prescribed in sub-clauses 24.2 and 24.3.
- 24.6 At the instigation of an employee, agreement may be reached for that employee to work Afternoon Shift and/or Night Shift without the requirement to rotate to a Day Shift at least one week in three or two weeks in six. Such an agreement must be recorded in writing and be for a specific period of time.
- 24.7 **[Excluding Berri Estates]** Where agreement is reached in accordance with sub-clause 24.6, the additional payment prescribed by sub-clause 28.3(e)(ii) of the Award will not apply.
- 24.8 **[Excluding Vineyards]** In circumstances where training, conducted at the Company's request, results in an employee working Day Shift or day work instead of the employee's usual rostered shift, the applicable shift penalties for the rostered shift will apply.

- 24.9 **[Vineyard Only]** Unless specifically engaged to work Shift Work (either on an on-going basis or for a specific period), an employee is deemed to be a day worker.
- 24.10 **[Vineyards Only]** In periods of critical workloads, the Company may require employees to work a 10-hour shift resulting in a four-day week. This will follow consultation and mutual agreement with the employees concerned and adequate notice will be given.
- 24.11 **[Vineyards Only] Shift work during vintage**
- 24.11.1 The employees and the Company recognise that during vintage it may be necessary to alter the normal shift/working hours structure for the whole or part of the period to accommodate harvest activities. For this reason, employees may be required to work Shift Work.
- 24.11.2 In such cases, the affected employees will be given no less than 48 hours' notice of the requirements to work Shift Work and will for the period of time that they work Shift Work, be paid all applicable shift loadings and will receive the benefit of any entitlement that applies to Shift Workers as provided by this Agreement or the Award.
- 24.11.3 For the purposes of this sub-clause 24.11, "vintage" has the meaning prescribed in sub-clause 28.2(d)(ii) of the Award.
- 24.12 **[Vineyards Only] Shift work during growing season**
- 24.12.1 Due to seasonal or weather conditions it may also be necessary for employees to perform certain tasks at different times and this would also require a change in shift/working hours structure.
- 24.12.2 On that basis the Company may require employees who do not normally work Shift Work, to work Afternoon Shift or Night Shift under the provisions of this clause 24 for the purpose of conducting any of the following tasks:
- (a) fungicide spraying;
  - (b) herbicide spraying;
  - (c) machine pruning/trimming;
  - (d) mechanical wire lifting;
  - (e) mowing/slashing;
  - (f) activities as part of a mulching or cover cropping program; and/or
  - (g) any other required mechanical operations.
- 24.12.3 In such cases, the affected employees will be given no less than 48 hours' notice of the requirements to work shift work and will for the period of time that the employees work shift work be paid all applicable shift loadings and will receive the benefit of any entitlement that applies to Shift Workers as provided by this Agreement or the Award.

## **25. Methods of arranging ordinary working hours**

- 25.1 This clause 25 operates instead of sub-clause 28.4 of the Award.
- 25.2 Subject to the Company's right to fix the daily hours of work for day workers from time to time within the spread of hours referred to in sub-clause 28.2 of the Award and the Company's right to fix the commencing and finishing time of shifts from time to time, the arrangement of ordinary working hours must be by agreement between the Company and the majority of full-time, part-time and Regular Casual employees affected.
- 25.3 The matters on which agreement may be reached include:
- (a) how the hours are to be averaged within a work cycle established in accordance with sub-clauses 28.2(a) and 28.3(a) of the Award;
  - (b) accumulation of rostered days off; and
  - (c) any arrangement of ordinary hours which exceed 10 hours in any day.



- 25.4 When the Company proposes to make a change to employees' ordinary working hours, the Company will:
- (a) inform the Union in writing of any such proposal;
  - (b) consult with affected employees in accordance with clause 16 of this Agreement; and
  - (c) encourage affected employees to seek advice from the Union or other representative, prior to reaching agreement.
- 25.5 Unless otherwise agreed between the Union and the Company, the method for determining whether agreement has been reached will be by secret ballot of affected full-time, part-time and Regular Casual employees, conducted jointly by the Company and the Union.
- 25.6 When agreement is reached to change the ordinary working hours, the Company will give no less than four weeks' notice of the change, unless the Company and the employees agree to a lesser period of notice.
- 25.7 **[Cellar Door Only] Ordinary Hours for full time and part time employees**
- 25.7.1 The Company and the employee will agree in writing upon:
- (a) the number of hours of work which is guaranteed to be provided and paid to the employee each week or over the 7-day week roster; these hours will be known as the guaranteed hours; and
  - (b) the days of the week, and the periods in each of those days, when the employee will be available to work the guaranteed hours across the 7-day week roster; these periods will be known as the employee's availability.
- 25.7.2 The guaranteed hours of work may by mutual agreement between the Company and the employee reflect either of the following arrangements:
- (a) The number of hours per week; or
  - (b) The specific days per week and the hours to be worked on each day; or
  - (c) A combination of these arrangements.
- 25.7.3 Changes to the guaranteed hours may occur by mutual agreement between the employee and the Company and will be confirmed in writing.
- 25.7.4 The Company may roster the working of the employee's guaranteed hours and any additional hours in accordance with this clause 25.7, provided that:
- (a) the employee may not be rostered for work for any hours outside the employee's availability, and
  - (b) the employee must not be rostered to work in excess of ten or less than 4 hours on any day, and
  - (c) the employee must have two days off each week.
- 25.7.5 Where there has been a genuine and ongoing change in the employee's personal circumstances, the employee may alter the days and hours of the employee's availability on 14 days' written notice to the Company.
- If the alteration to the employee's availability cannot reasonably be accommodated by the Company within the guaranteed hours, then, despite clause 25.7.3, those guaranteed hours will no longer apply, and the Company and the employee will reach a new agreement in writing reflecting the amendment of the guaranteed hours.
- If agreement cannot be reached, the status quo will remain (i.e. the previously agreed guaranteed hours will be maintained by the employee and the Company).
- 25.7.6 All time worked in excess of:
- (a) 38 hours per week or, where the employee works in accordance with a roster, an average of 38 hours per week over the roster cycle, or 40 hours where the employee accrues RDO hours; or
  - (b) the maximum hours limitations specified in clause 28 of the Award; or

- (c) the employee's rostered hours,  
will be overtime and paid at the applicable overtime rates.

25.7.7 Working hours may be amended:

- (a) At any time by mutual consent or
- (b) By the provision of seven days' notice by the Company, notwithstanding that a shorter notice period may be provided in response to circumstances that are outside of the Company's control or in response to personal leave taken by other employees.

## 26. Breaks

### 26.1 Meal Breaks

- 26.1.1 A day worker is entitled to an unpaid meal break of between 30 and 60 minutes.
- 26.1.2 A Shift Worker is entitled to a paid meal break of 20 minutes.
- 26.1.3 The commencement time of the meal break is flexible, in consultation between the employee and the employee's supervisor, with the safety of the employee always of the utmost concern.
- 26.1.4 If an employee is not granted a meal break within the time specified below, the employee must be paid, from then on, a loading of 50% until the meal break is given:
  - (a) **[Berri Estates only]** six hours;
  - (b) **[Vineyards only]** five hours; or
  - (c) **[excluding Berri Estates and Vineyards]** five and a half hours.
- 26.1.5 **[Excluding Berri Estates]** With reference to the times specified in sub-clause 26.1.4, an employee may agree to work longer without penalty.

### 26.2 Tea Breaks

- 26.2.1 **[Berri Estates only]** In addition to the meal break specified in sub-clause 26.1, a shift worker must be given a paid tea break of fifteen minutes on each day or shift.
- 26.2.2 **[Vineyards only]** In consultation between the site manager and employees, tea breaks will be taken at a place in close proximity to the work station.
- 26.2.3 **[Excluding Berri Estates]** In addition to the meal break specified in sub-clause 26.1, employees must be given a paid tea break of ten minutes on each day or shift.

### 26.3 **[Berri Estates only]** No employee shall suffer any reduction to the number or duration of rest breaks already being enjoyed by the employee as a result of this Agreement coming into operation.

### 26.4 **[Cellar Door only] Tea and Meal Breaks**

#### 26.4.1 Tea break

In addition to the meal break specified in subclause 26.1.1, cellar door employees must be given a paid tea break of 10 minutes on each day or shift.

- 26.4.2 In addition to conditions expressed in subclauses 26.1.1, 26.1.3, 26.1.4 and 26.4.1 cellar door employees will be required to make themselves available for duty during the meal break. When required, cellar door employees will interrupt their meal break and re-engage in active duty to meet customer and business needs, and the meal break taken at an alternative / later time during the shift.

Where an employee is required to resume work during their meal, the duration of the meal break will be counted as time worked and paid at ordinary time. The employee is entitled to take the remainder of their meal break at the completion of the re-engagement period.

For example: An employee is rostered to have a 30 minute meal break commencing at 12.30pm. The employee commences their meal break, however after 15 minutes the meal break is interrupted with a requirement to assist a customer or customers. After concluding

service to the customer(s) the employee is entitled to take the remaining 15 minutes of their meal break and the period worked between 12.15pm and 12.30pm will be paid at ordinary time.

## **27. Rostered days off (RDOs)**

- 27.1 In work groups in which ordinary hours are arranged such that employees accumulate rostered days off (RDOs), the Company may schedule up to four RDOs per calendar year at its discretion.
- 27.2 To schedule an RDO, the Company will provide no less than four weeks' notice, notwithstanding that a shorter notice period may be provided by mutual agreement between the Company and an employee or group of employees.
- 27.3 Despite sub-clause 27.2, the Company may schedule no more than two RDOs per calendar year, of the four RDOs referenced in sub-clause 27.1, by providing no less than 24 hours' notice, but only in circumstances where affected employees cannot be usefully engaged due to circumstances outside of the Company's control.
- 27.4 The Company will notify affected employees in writing of any scheduled RDO, except where an RDO is scheduled at short notice in accordance with sub-clause 27.3 and it is more practicable to notify employees by another means.
- 27.5 In the event that an employee doesn't have sufficient accumulated RDO hours to cover the scheduled time off, the employee may take annual leave or TOIL. In the event that the employee has no paid leave entitlements available, the employee will be granted unpaid leave.
- 27.6 The remaining RDOs can be taken by the employee at a time mutually agreed between the Company and the employee, and in accordance with the Company's leave application process.
- 27.7 **Casual employees [Berri Estates only]**
- 27.7.1 Casual employees will accrue RDOs on the same basis as full time and part time employees, for example, where a casual employee works eight ordinary hours on any day, Monday to Friday, the employee will be paid for 7.6 ordinary hours at the casual rate of pay with 0.4 hours banked to be taken as rostered time off, paid at the employee's ordinary rate of pay including casual loading.
- 27.7.2 Unless otherwise agreed between the employee and the Company, RDOs will be taken in accordance with this clause 27.
- 27.7.3 A record of time accumulated and time taken off will be kept by the Company.
- 27.7.4 On termination of employment, unused accumulated RDOs will be paid at the rate of time plus fifty percent.

## **28. Time off in lieu of overtime and public holiday penalties**

- 28.1 A full-time, part-time or Regular Casual employee may elect to accumulate time off lieu of overtime and public holiday penalties (TOIL) in a calendar year by completing the appropriate form.
- 28.2 A new election must be made for each calendar year in which the employee elects to accumulate TOIL.
- 28.3 When making an election to accumulate TOIL, the employee must nominate the amount of TOIL the employee wishes to accumulate in the calendar year, to a maximum of:
- (a) 76 hours **[Vineyards only]**; or
  - (b) 190 hours **[excluding Vineyards]**.
- 28.4 TOIL may be accrued from the commencement of the last week in January each year, regardless of if this is a full or part week, with the intent that overtime worked over the January long weekend can be accrued as TOIL.
- 28.5 Once an employee has accumulated the maximum TOIL nominated in accordance with sub-clause

28.3, the employee will be paid for all overtime in accordance with sub-clauses 30.1 and 30.2 of the Award and for all ordinary time worked on a public holiday in accordance with sub-clause 30.3 of the Award.

- 28.6 An employee who has elected to accumulate TOIL will be paid for all overtime at single time and will accumulate TOIL as follows:
- (a) 30 minutes per hour for overtime that would otherwise attract payment at time-and-a-half in accordance with sub-clause 30.1 of the Award;
  - (b) 60 minutes per hour for overtime that would otherwise attract payment at double-time in accordance with sub-clauses 30.1 and 30.2 of the Award; and
  - (c) 90 minutes per hour for overtime that would otherwise attract payment at double-time-and-a-half in accordance with sub-clause 30.3 of the Award.
- 28.7 An employee who has elected to accumulate TOIL will be paid for ordinary time worked on a public holiday at the employee's ordinary rate of pay and will accumulate TOIL at the rate of 90 minutes for each hour instead of the 150% penalty rate specified in sub-clause 28.3(g) of the Award.
- 28.8 Accumulated TOIL will be taken at a mutually agreed time and in accordance with the Company's leave application process.
- 28.9 In the last regular payroll process in November each year, the employee will be paid for all unused accumulated TOIL at the employee's ordinary rate of pay.
- 28.10 For the purposes of sub-clause 28.9, "the last regular payroll process in November" means the payroll process for the pay period that includes 30 November in the relevant year.
- 28.11 Despite sub-clause 28.9, where there has been mutual agreement for an employee to take TOIL in December and/or January, the employee will be permitted to retain the relevant amount of accumulated TOIL.
- 28.12 Upon termination of employment for any reason, the employee will be paid for unused accumulated TOIL at the employee's ordinary rate of pay.

## **29. Make up time**

- 29.1 Where a full-time or part-time employee seeks time off during ordinary hours of work and such time off would otherwise be unpaid leave, an agreement in writing may be reached between the employee and the Company for such employee to work additional hours as make up time, immediately before and/or after the employee's ordinary hours of work, equivalent to the time taken off.
- 29.2 A record of the additional hours worked and when the time off is taken be kept by the Company.

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## **PART E WAGES AND ALLOWANCES**

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### **30. Wages increases**

- 30.1 The wage rates and allowances specified in clauses 31, 33, 34 and 35 incorporate the following increases:
- (a) 5.0% from the first full pay period commencing after approval of the Agreement by the FWC;
  - (b) 3.5% from the first full pay period commencing on or after 1 July 2025; and
  - (c) 3.0% from the first full pay period commencing on or after 1 July 2026.
- 30.2 The wage rates and allowances specified in clauses 31, 33, 34 and 35 will be paid from the first full pay period commencing no earlier than five working days after the date on which FWC approves this Agreement.
- 30.3 In this Agreement, hourly rates have been rounded to the nearest cent and weekly rates represent the hourly rate multiplied by 38.
- 30.4 **Sign on bonus:**
- 30.4.1 The Company agrees to pay full time employees a one-time sign on bonus of \$1,400 (gross) payable in the first full pay period after the formal approval of the Agreement by employees as expressed through a formal vote in favour of the Agreement.
- 30.4.2 The Company agrees to pay part time and casual employees a one-time pro-rata sign on bonus of \$1,400 (gross) payable in the first full pay period after the formal approval of the Agreement by employees as expressed through a formal vote in favour of the Agreement. The amount payable will be based on an average of the ordinary hours the employee has worked over the preceding 3 months.
- 30.4.3 To be eligible for payment of the sign on bonus the employee must be employed at the time of the vote.

### **31. Adult Wages**

Subject to the dates set out in sub-clause 30.1, the minimum wages for adult employees are:

	From approval by the FWC		July 2025		July 2026	
	Hourly wage rate (\$)	Weekly wage (\$)	Hourly wage rate (\$)	Weekly wage (\$)	Hourly wage rate (\$)	Weekly wage (\$)
Grade 1	27.62	1049.37	28.58	1086.10	29.44	1118.68
Grade 2	29.48	1120.39	30.52	1159.61	31.43	1194.39
Grade 3	31.55	1199.00	32.66	1240.96	33.64	1278.19
Grade 3.5	32.92	1250.87	34.07	1294.65	35.09	1333.48
Grade 4	34.31	1303.93	35.51	1349.57	36.58	1390.06
Grade 4.5	36.02	1368.57	37.28	1416.47	38.39	1458.96
Grade 5	37.73	1433.61	39.05	1483.78	40.22	1528.30

### **32. Higher duties**

- 32.1 An employee engaged for 2 or more hours during one day on duties carrying a higher minimum rate than the employee's ordinary classification must be paid the higher minimum rate for the day.
- If engaged for less than 2 hours during the day on higher duties, the employee must be paid the higher minimum rate for the time worked on higher duties.
- 32.2 Higher duties will be payable where the employee has been formally assessed as competent in the task or tasks associated with the higher duty. Higher duties will not be payable when an employee

is learning or being trained in the task or tasks.

- 32.3 If an employee has completed the applicable training and is performing the task independently, but has not been formally assessed, the employee will not be eligible for payment of higher duties until a competency assessment has been completed, except were the employee has been working independently in that role or task for more than 8 weeks. In this circumstance the employee would be entitled to payment of higher duties for the task or tasks being performed.

**33. Junior rates**

An employee under the age of 20 years will be paid during the first three months of employment at the appropriate percentage of the adult rate as set out in the Award based on the rates contained in this Agreement. Thereafter, that employee will be paid at the adult wage applicable to the employee’s classification.

**34. Supervisor allowances**

Supervisor allowances apply instead of the leading hand allowances prescribed by sub-clause 24.5(a) of the Award.

	From approval by the FWC		July 2025		July 2026	
	Hourly rate (\$)	Weekly rate (\$)	Hourly rate (\$)	Weekly rate (\$)	Hourly rate (\$)	Weekly rate (\$)
Number of employees supervised						
1-4 employees	0.65	24.74	0.67	25.60	0.69	26.37
5-10 employees	1.00	37.91	1.03	39.23	1.06	40.41
11-20 employees	1.45	55.06	1.50	56.99	1.54	58.70
21+ employees	1.83	69.43	1.89	71.86	1.95	74.01

**35. First aid allowance**

This weekly first aid allowance applies instead of the first aid allowance prescribed by sub-clause 24.5(c) of the Award. The first aid allowance has been rounded to the nearest 5 cents.

From approval by the FWC	July 2025	July 2026
\$15.45	\$16.00	\$16.45

**36. Wine allowance**

All employees are entitled to receive a wine allowance as per the current Company practice.

**37. Superannuation**

- 37.1 This clause operates to the exclusion of the entirety of the provisions of the Award dealing with the subject of superannuation.
- 37.2 The subject of superannuation is dealt with by legislation including the *Superannuation Guarantee Administration Act 1992* (Cth), the *Superannuation Guarantee Act 1992* (Cth), the *Superannuation Industry Supervision Act 1993* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth) (collectively “the Superannuation Guarantee Legislation”).
- 37.3 In addition, the Company will make superannuation contributions on all overtime earnings and weekly payments made in accordance with the *Return to Work Act 2014* (SA).
- 37.4 The Company will make contributions on behalf of each employee to a fund chosen by the employee.

- 37.5 An employee must notify the Company in writing of the employee's chosen fund.
- 37.6 If an employee fails to notify the Company of a chosen fund, the Company will make contributions in respect of that employee to HOST-PLUS, subject to the "stapling" provisions of the Superannuation Guarantee Legislation.
- 37.7 An employee may request to sacrifice part of the employee's future wages as superannuation contributions. Any salary sacrifice arrangement must be in accordance with Australian Taxation Office guidelines. The employee is required to complete the Company's application form.
- 37.8 The Company will make contributions to the relevant fund, in arrears, for each employee at a frequency as required by the applicable Superannuation Guarantee legislation, but at a minimum monthly.
- 37.9 The Company will make contributions in respect of each employee at the rate required to avoid payment of the superannuation guarantee surcharge as defined by the Superannuation Guarantee Legislation.
- 37.10 An employee may elect, by giving at least one month's written notice to the Company, to change the fund to which contributions are made. An employee may not change funds more than once in any twelve-month period.

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## **PART F TERMINATION OF EMPLOYMENT**

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### **38. Notice of termination**

38.1 The NES and the Award provide for notice of termination.

#### **38.2 Notice of termination by an employee**

38.2.1 The notice of termination required to be given by an employee (excluding a casual employee) is as follows:

Period of continuous service	Notice period
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

38.2.2 For the avoidance of doubt, clause 14 of the Award continues to apply in full.

### **39. Redundancy**

39.1 The redundancy provisions contained in the Award will apply to employees, except as set out in this clause 39.

#### **39.2 Redundancy payments**

39.2.1 Upon termination of employment due to redundancy, an employee's unused accrued personal/carer's leave will be paid in full.

39.2.2 An employee is entitled to redundancy pay based on their period of continuous service with the Company as follows:

Period of continuous service	Redundancy pay
Less than one year	3 weeks
At least one year but less than two years	6 weeks
At least two years but less than three years	9 weeks
At least three years but less than four years	12 weeks
At least four years	3 weeks per year of service, pro-rated

#### **39.3 Selection criteria**

39.3.1 Once it is known which positions are to be made redundant, volunteers for redundancy will be called for and a list made.

39.3.2 Preference will be given to the volunteer list, having first considered skill levels and job functions of the volunteers and the competencies and experience required for the ongoing needs of the Company.

39.3.3 In the event of the closure of part of a site only, volunteers for redundancy will be called for site-wide and a list made. Preference will be given to the volunteer list, having first considered skill levels and job functions of the volunteers and the competencies and experience required for the ongoing needs of the Company.

39.3.4 In the event of a total closure of a site, the provisions of sub-clause 39.3 need not apply.

39.4 In all circumstances of redundancy, the Company will identify and facilitate opportunities for affected employees in other areas of the Company to mitigate the effects of redundancies.



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## **PART G LEAVE AND PUBLIC HOLIDAYS**

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Leave entitlements must be taken in accordance with the Company's leave policies and procedures as amended from time to time.

### **40. Annual leave**

40.1 Annual leave is provided for in the NES and does not apply to casual employees, however, where more favourable conditions apply in this Agreement, they will apply to the extent of the inconsistency.

#### **40.2 Additional annual leave for shift workers**

For the purposes of the additional week of annual leave provided for in the NES, a shift worker is a seven-day shift worker who is regularly rostered to work on Sundays and public holidays.

#### **40.3 Excessive annual leave accruals**

40.3.1 An employee who has accrued more than seven weeks of annual leave may be directed by the Company to take annual leave.

40.3.2 The direction to take annual leave can only be made by the Company if genuine agreement between the employee and the Company cannot be reached to take annual leave.

40.3.3 The direction to take annual leave cannot result in the employee's remaining accrued entitlement to paid annual leave being less than five weeks.

#### **40.4 Additional annual leave [Berri Estates only]**

Employees are entitled to an additional five days' annual leave instead of the 17.5% annual leave loading specified in sub-clause 31.4 of the Award and the Union Picnic Day specified in sub-clause 44.3.

40.5 **[Excluding Berri Estates & Vineyards]** All employees agree that the wine industry has peak workloads, that is, vintage and the lead up to Christmas. With this in mind, employees agree to take annual leave at times excluding periods of peak/critical workload.

### **41. Personal/carer's leave**

41.1 Personal/carer's leave is provided for in the NES, however, where more favourable conditions apply in this Agreement, they will apply to the extent of the inconsistency.

41.2 A casual employee is not entitled to paid personal/carer's leave.

41.3 A full-time employee is entitled to 10 days paid personal/carer's leave for each year of continuous service with the Company (excluding service as a casual employee). A part time employee is entitled to pro-rata of 10 days paid personal/carer's leave for each year of continuous service with the Company (excluding service as a casual employee). Personal/carer's leave entitlements accrue progressively according to the employee's ordinary hours of work, and accumulate from year to year.

41.4 Personal/carer's leave will be paid at the employee's ordinary hourly rate. No amount in respect of any allowances, shift penalties, overtime or other amount will apply.

41.5 Two days' unpaid carer's leave per occasion is available where paid entitlements have been exhausted, and to casual employees.

41.6 Personal/carer's leave may be taken:

(a) because the employee is not fit for work because of a personal illness, or personal injury, affecting the employee; or

(b) to provide care or support to a member of the employee's Immediate Family, or a member of the employee's household, who requires care or support because of a personal illness, or personal injury, affecting the member, or an unexpected emergency affecting the member.

**41.7 Notice requirements**

In all instances when an employee cannot present themselves to work at the prescribed time, due to the need to take personal/carer’s leave, the employee will ensure the employee’s supervisor or manager is verbally informed at least one hour prior to start time, where practicable. This will enable work assignments to be re-scheduled to cause the least disruption or reduction in efficiency.

**41.8 Evidence requirements**

41.8.1 An employee is entitled to take a maximum of four days’ (or equivalent hours) personal/carer’s leave per annum without the necessity of producing a medical certificate, provided that such leave does not fall:

- (a) on consecutive working days; or
- (b) on the working days immediately preceding or following a weekend, public holiday, RDO and/or annual leave.

41.8.2 For all other personal/carer’s leave, a medical certificate is required.

41.8.3 Where it is not practicable for an employee to obtain a medical certificate, an employee may provide a statutory declaration or another reasonable form of proof instead of a medical certificate.

41.8.4 For the purposes of this sub-clause 41.8, a medical certificate does not include a certificate issued by a pharmacist.

41.8.5 The requirement for an employee to provide evidence to support personal/carer’s leave rests at the manager’s discretion, but this in no way negates the requirement for reasonable evidence to be provided to substantiate any absence.

**41.9 Payment for unused personal/carer’s leave on termination**

Upon termination of employment for any reason other than those relating to instant dismissal, or redundancy, a portion of the employee’s unused accrued personal/carer’s leave will be paid as follows:

Period of continuous service	Portion of unused accrued personal/ carer’s leave paid on termination
Less than 10 years	No payment
At least 10 years but less than 15 years	10%
At least 15 years but less than 20 years	15%
At least 20 years but less than 25 years	20%
At least 25 years but less than 30 years	25%
At least 30 years	30%

**42. Compassionate leave**

42.1 Employees are entitled to compassionate leave in accordance with the NES, except to the extent that this clause 42 provides a more generous entitlement.

42.2 Compassionate leave will be paid at the employee's ordinary hourly rate for full-time and part-time employees. No amount in respect of any allowances, shift penalties, overtime or other amount will apply.

42.3 Compassionate leave for casuals will be unpaid.

42.4 An employee is entitled to three days’ leave per occasion when:

- (a) a member of the employee's Immediate Family or household contracts or develops a personal injury or illness that poses a serious threat to their life; or
- (b) a member of the employee's Immediate Family or household dies; or
- (c) a baby in the employee’s Immediate Family or household is stillborn; or
- (d) the employee or their partner or spouse suffers a miscarriage.

### **43. Long service leave**

Employees are entitled to long service leave in accordance with the long service leave legislation applicable to the State in which the employee is employed.

### **44. Public holidays**

44.1 By agreement between the Company and the majority of employees concerned, an alternative day may be observed as the public holiday instead of any of the prescribed days.

44.2 The Company and an individual employee may agree to the employee observing another day as the public holiday instead of the day which is being observed as the public holiday.

#### **44.3 Union picnic day [excluding Berri Estates]**

In addition to the public holidays provided for by the NES, employees will be entitled to observe Union picnic day, which will be treated as a public holiday for all purposes of this Agreement and the NES.

### **45. Community service leave**

45.1 Employees (including casual employees) are entitled to community service leave in accordance with the NES and relevant State legislation, to attend:

(a) jury service; or

(b) a voluntary emergency management activity with a recognised emergency management body to deal with an emergency or natural disaster.

45.2 An employee is required to notify the Company as soon as reasonably practicable of the employee's intention to take community service leave and advise the period (or expected period) of the absence.

45.3 Where an employee (other than a casual employee) is required to attend jury service, the Company will, in accordance with the NES, pay the employee the difference between the employee's base rate of pay for ordinary hours and any amount that is received for the jury service.

45.4 The employee is only entitled to receive the payment expressed in sub-clause 45.3 from the Company for the first 10 days that the employee is absent from work to attend jury service.

45.5 The employee must provide the Company with evidence of the total amount received for jury service (even if it is a nil amount), in order to be entitled to be paid by the Company while the employee is attending jury service.

### **46. Parental leave**

Employees are entitled to parental leave in accordance with the NES and the terms of the Company's parental leave policy and procedure, as amended from time.

### **47. Family and domestic violence leave (FDVL)**

47.1 Definitions:

47.1.1 Family and domestic violence means violence, threatening or other abusive behaviour by an employee's close relative that:

(a) Seeks to coerce or control the employees and/or

(b) Causes them harm or fear.

47.1.2 A close relative is:

(a) An employee's:

- Spouse, de facto partner, former spouse or former de facto partner, and
- Child, parent, grandparent, grandchild, sibling, and
- The child, parent, grandparent, grandchild or sibling of a current or former spouse or de facto partner, and

(b) A person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.

- 47.2 FDVL is provide for in the NES.
- 47.3 An employee is entitled to 10 days paid FDVL per calendar year.
- 47.4 In addition to paid FDVL the Company is committed to providing support to employees who are experiencing family or domestic violence.
- 47.5 An employee who is experiencing family or domestic violence is encouraged to raise the matter with their manager or a member of the HR team in order that the Company can provide the employee with support as set out in this clause 47.
- 47.6 An employee who is experiencing family or domestic violence can access their paid FDVL in addition to personal/carer's leave to take time off work to attend medical appointments, legal proceedings or any other activities related to family or domestic violence.
- 47.7 Any written information provided regarding family and domestic violence will be kept confidential in line with relevant legislation. Where any written information that relates to family and domestic violence can be identified as such, it will not be kept on an employee's personnel file without their express written permission.
- 47.8 If a member of the employee's immediate family (as defined in sub-clause 47.1.2) is experiencing family or domestic violence, the employee may take paid FDVL in addition to personal/carer's leave to accompany the immediate family member to medical appointments, legal proceedings or any other activities related to domestic violence.
- 47.9 An employee or members of the employee's immediate family (as defined in sub-clause 47.1.2) has the opportunity to access the Company's employee assistance program (EAP).
- 47.10 An employee who is experiencing family or domestic violence will be provided the opportunity to request flexible working arrangements, which may be facilitated through an individual flexibility arrangement made in accordance with clause 51.
- 47.11 The Company may require the employee to produce evidence to support the need for family violence leave such as a document issued by the police, a court, a doctor (including a medical certificate), a family violence support service, or a statutory declaration.

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## **PART H OTHER MATTERS**

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### **48. External labour hire and contract labour**

#### **48.1 Contractors**

The Company may utilise external contractors to overcome short term skill shortages on the understanding it will not be used as a method to reduce existing levels of direct labour and/or additional employment opportunities for the Company's employees. The Company can only utilise such contractors after consultation with the employees concerned and the Union, via the relevant Union delegate, except where there is an agreed custom and practise of utilising contractors or in the case of emergency, to remedy such emergency.

#### **48.2 External Labour Hire**

48.2.1 The Company may utilise external labour hire agencies to provide contract labour to overcome short term skill shortages on the understanding it will not be used as a method to reduce existing levels of direct labour and/or additional employment opportunities for the Company's employees. The Company can only utilise such labour hire agencies after consultation with the employees and the Union, or via the relevant Union delegate, except where there are unplanned absences, and such absences are unable to be fulfilled by the Company's employees.

48.2.2 **[Excluding Vineyards]** The Company will commit, during the life of this Agreement, to reduce the use of external labour hire.

48.3 The use of contractors and external labour hire will be monitored by the consultative committee and will be an agenda item at each normal committee meeting.

### **49. Training**

49.1 The Company recognises the obligation to train and assess all employees to attain Grade 2 and 3 classifications as set out in Part J, within the time limits specified in those classifications.

49.1.1 The employees, likewise recognise that they have an obligation to actively participate in and complete all required training within specified time limits.

49.1.2 Accordingly, at the end of such specified time limits employees who have not been trained and assessed, will be automatically classified and paid at the rate applicable to either a Grade 2 or 3 classification.

49.1.3 Where an employee elects not to take advantage of training, this will be recorded in writing, signed by the employee. In this case, the employee will remain on the employee's classification as applicable at that time. When that employee, at some later time, requests in writing to undertake such training, the Company will be given the specified time limits to provide the training. The time limits will be based on the timeframes expressed for the classification level reduced by the period in which the employee was undertaking training prior to expressing a request not to undertake training.

For example, progression from Grade 2 to Grade 3 will be automatic after completion of 24 months employment from appointment to Grade 2. IF, 6 months after appointment to Grade 2 an employee elects not to take advantage of training but a further 6 months later requests to participate in training, the employee will be automatically appointed to Grade 3 following an additional training period of 18 months, unless deemed competent in the required duties and responsibilities through competency assessment at an earlier time.

All elections and requests must be in writing and signed and dated by the employee.

49.2 Training and assessment for employees to attain Grade 2 or 3 classification will be conducted during the ordinary hours of work. Any training or assessment conducted (including travelling time) outside the ordinary hours of work will be paid at the appropriate overtime rate.

49.3 Subject to the needs of the Company and the endorsement of the Consultative Committee training

and assessment for employees to attain Grade 4 classification and above, will if practicable, be conducted during the ordinary hours of work. Training and assessment conducted outside ordinary hours will be paid at ordinary time rates.

- 49.4 Any costs associated with standard fees for prescribed courses incurred in connection with the undertaking of training will be reimbursed by the Company upon production of evidence of such expenditure.
- 49.5 Costs associated with purchase of textbooks will be dealt with in either of the following methods:
- (a) if purchased by the Company, they remain the property of the Company; or
  - (b) if purchased by the employee and no claim for reimbursement is made, they belong to the employee.
- 49.6 Travel costs incurred by an employee which exceed those normally incurred in travelling to and from work, will be reimbursed by the Company, where such travelling allowances are not recoverable from other agencies (e.g. TAFE, DET).
- 49.7 **AQF level 3 training not arranged or paid for by the Company and progression to Grade 4**
- 49.7.1 The parties acknowledge that an employee may elect to pursue an AQF level 3 qualification that is not arranged or paid for by the Company.
- 49.7.2 In the event that an employee obtains an AQF level 3 qualification appropriate to the employee's work stream, and that training has not been arranged and paid for by the Company, that employee may request in writing to be assessed by the Company for progression to Grade 4.
- 49.7.3 When an employee has made a request in accordance with sub-clause 49.7.2, the Company must, within 12 months of receiving the request, provide training on the Company's equipment and processes relevant to the Grade 4 classification, and assess the employee's competence. The employee will be entitled to be reclassified to Grade 4 after being assessed as competent in all relevant duties and responsibilities. If the Company does not provide such training and assessment, the employee will be entitled to be reclassified to Grade 4 following expiration of the 12 months.
- 49.7.4 An employee who elects to undertake AQF level 3 training that is not arranged by the Company is encouraged to:
- (a) consult with the Company to ensure that the training modules studied are relevant to the Company's requirements; and
  - (b) notify the Company upon successful completion of each module of the training, so that internal training and assessment may be arranged.
- 49.7.5 A Grade for employees between Grade 3 and Grade 4, to be known as Grade 3.5 will be available to each employee as soon as they have completed half of the AQF Level 3 training requirements to qualify from a Grade 3 to a Grade 4. Such assessment includes assessment on the Company's equipment and processes as detailed in sub-clause 49.7.3.
- 49.7.6 For the avoidance of doubt, the application of sub-clauses 49.7.1 to 49.7.5 will have no impact on an employee who is already paid the Grade 4 wage.
- 49.8 The consultative committee will monitor (on an ongoing basis) and review (on an annual basis) the implementation of such training.
- 49.9 **[Excluding Berri Estates & Vineyards]**
- 49.9.1 Training is a requirement for all employees. A training scheme will be developed with employees to ensure all employees are given the opportunity to increase their skill levels, therefore becoming more flexible and valuable to the Company.
- 49.9.2 All training undertaken should, where possible, be undertaken within normal working hours. Where voluntary structured training occurs out of normal working hours, then ordinary rates of pay will apply.

## **50. Protection of entitlements**

The Company will arrange at its cost, a bank guarantee to ensure that, in the event of the Company becoming insolvent within the meaning of Chapter 5 of the *Corporations Act 2001* (Cth) other than for the purposes of corporate reconstruction, all employees are paid all entitlements.

## **51. Individual flexibility arrangements**

- 51.1 The Company and an employee can agree to make an individual flexibility arrangement to vary the effect of any terms of this Agreement and/or the Award excluding any term covered by the NES.
- 51.2 The arrangement must meet the genuine needs of the Company and the employee.
- 51.3 The arrangement must be genuinely agreed to by the Company and the employee.
- 51.4 The Company will ensure that the terms of the individual flexibility arrangement are about permitted matters under section 172 of the FW Act, are not unlawful terms under section 194 of the FW Act and result in the employee being better off than the employee would be if no arrangement was made.
- 51.5 The individual flexibility arrangement must:
- (a) be in writing;
  - (b) include the name of the Company and employee;
  - (c) be signed by the Company and the employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee;
  - (d) include details of the terms of the Agreement that will be varied by the arrangement, how the arrangement will vary the effect of the terms and how the employee will be better off overall in relation to the terms and conditions of the employee's employment as a result of the arrangement; and
  - (e) state the day on which the arrangement commences.
- 51.6 The Company must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 51.7 The Company or the employee may terminate the individual flexibility arrangement by giving no less than 28 days' written notice to the other party to the arrangement. The arrangement may be terminated at any time if the Company and the employee agree in writing.
- 51.8 Where the Company and an employee intend to make any individual flexibility arrangement in accordance with this clause 51, the Company must inform the Union in writing at least seven days prior to entering into that arrangement. When informing the Union, the Company must include the details of the term(s) of the Agreement and/or the Award that are subject to such an arrangement, but must not disclose the name of any employee who is subject to the individual flexibility arrangement, without the consent of that employee.
- 51.9 For the avoidance of doubt, the requirement for the Company to inform the Union in accordance with sub-clause 51.8 does not mean that the Union must approve or consent to the individual flexibility arrangement.

## **52. Off-site work [excluding Vineyards]**

- 52.1 The Company operates multiple sites within South Australia. Employees agree to work at alternative sites when required, with due regard to travelling time and travelling arrangements.
- 52.2 If, in extenuating circumstances, the Company needs an employee to work at an alternate location for an extended period of time, the Company will consult with the employee and give adequate notice. The conditions of the relocation may be negotiated and mutually agreed.

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## **PART I UNION MATTERS**

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### **53. Arrangements for Union delegates**

53.1 The terms expressed in this clause 53 apply to the exclusion of clause 29A of the Wine Industry Award 2020.

53.2 An employee appointed Union delegate will upon presentation of credentials, or notification from the Union to the Company, be recognised as an authorised representative of those employees who are members of the Union.

53.3 An employee who ceases to be a Union delegate must give written notice to the company within 14 days.

#### **53.4 Right of representation**

A Union delegate may represent the industrial interests of eligible employees who wish to be represented by the union delegate in matters including:

- (a) consultation about major workplace change;
- (b) consultation about changes to rosters or hours of work;
- (c) resolution of disputes;
- (d) disciplinary processes;
- (e) enterprise bargaining where the Union delegate has been appointed as a bargaining representative under section 176 of the FW Act or is assisting the delegate's organisation with enterprise bargaining; and
- (f) any process or procedure within an award, enterprise agreement or policy of the Company under which eligible employees are entitled to be represented and which concerns their industrial interests.

For the purposes of this clause 53.4 an eligible employee means members and persons eligible to be members of the Union who are employed by the company in relation to this Agreement.

#### **53.5 Entitlement to reasonable communication**

53.5.1 A Union delegate may communicate with eligible employees for the purpose of representing their industrial interests under sub-clause 53.4. This includes discussing membership of the delegate's organisation and representation with eligible employees.

53.5.2 A Union delegate may communicate with eligible employees during working hours or work breaks, or before or after work.

53.5.3 A Union delegate will be allowed the reasonable time during working hours to interview an employee and/or the Company or their representative on matters affecting employees who they represent.

53.5.4 A Union delegate will be allowed a reasonable period of time during working hours to meet on site with a duly accredited Union official of the Union to discuss legitimate Union business.

#### **53.6 Workplace facilities**

The Company will provide Union delegates reasonable access to a designated private place together with reasonable facilities, including but not limited to, desk, telephone, filing cabinet, in order to carry out their duties as a Union delegate.

53.7 The Company will allow Union officials and Union delegates access to the employee notice boards for the purpose of posting Union notices.

#### **53.8 Union Delegate Representation**

The maximum number of Union delegates is:

- (a) Berri Estates: five delegates with 1 delegate from each work area (cellar southside, cellar northside, laboratory, packaging, and warehouse), notwithstanding that delegate



representation at the time of making this Agreement may not reflect the requirement expressed herein. ());

- (b) Vineyards: two delegates per region (Limestone Coast, Riverland, McLaren Vale/Willunga Basin, Adelaide Hills, Fleurieu Peninsula, Clare Valley and Barossa); and
- (c) All other locations: two delegates per site ().

#### **53.9 Union Delegate Training**

53.9.1 Union delegates must be provided with a maximum 4 days training per delegate.

53.9.2 Training is subject to 14 calendar days' advanced notice in writing to the Company, and to agreement by the Company.

The number of training days does not accumulate from year to year.

53.9.3 Payment for a day of paid time during normal working hours is payment of the amount the Union delegate would have been paid for the hours the Union delegate would have been rostered or required to work on that day if the Union delegate had not been absent from work to attend the training.

53.9.4 If requested by the Company, the workplace delegate must provide the Company with an outline of the training content.

53.9.5 The Union delegate must, within 7 days after the day on which the training ends, provide the Company with evidence that would satisfy a reasonable person of their attendance at the training.

#### **53.10 Exercise of entitlements under clause 53**

53.10.1 A Union delegate's entitlements under clause 53 are subject to the conditions that the Union delegate must, when exercising those entitlements:

- (a) comply with their duties and obligations as an employee;
- (b) comply with the reasonable policies and procedures of the Company, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;
- (c) not hinder, obstruct or prevent the normal performance of work; and
- (d) not hinder, obstruct or prevent eligible employees exercising their rights to freedom of association.

53.10.2 The Company must not:

- (a) unreasonably fail or refuse to deal with a Union delegate; or
- (b) knowingly or recklessly make a false or misleading representation to a Union delegate; or
- (c) unreasonably hinder, obstruct or prevent the exercise of the rights of a Union delegate under the FW Act or this clause 53 or clause 29A of the Award.

#### **54. Payroll deduction of Union fees**

Where written authority is provided by an employee, the Company will deduct union membership fees from the employee's gross pay and remit them, along with a schedule of such contributions, to the Union at intervals no less than monthly.

#### **55. Right of entry**

The Union has a right of entry in accordance with section 194(f) and (g) of the FW Act.

#### **56. Special union meeting [excluding Vineyards]**

56.1 Employees must be permitted to attend two special meetings per shift per calendar year authorised by a Union official. The Union must give the Company at least one week's notice of the intended

meeting, and the location of that meeting, which will be held in or as near as practicable to the workplace.

- 56.2 The Union and the Company will agree as to the time that employees will be released from duty to attend the meeting. In the event the parties cannot agree, the meeting will commence at 10.00am or 2.00pm. Employees must be released from duty at the relevant time for a maximum of 30 minutes duration which must be paid for at ordinary rates. The Union must provide verification of the employee's attendance and forward that evidence to the Company.

## **57. Union inductions**

Union Inductions will aim to facilitate employees understanding of the Agreement and Union matters.

**Vintage:** The Company will provide reasonable notice to the Union Organiser and Union Delegates to arrange a suitable time to meet with new starters during Vintage inductions.

**Outside of vintage:** Within 5 days of commencement of employment the Company will provide the Union Organiser and Union Delegates with a list of the names of all new starters, their department and start date to enable the Union Organiser or Union Delegate to meet with new starters for the purpose of union induction.

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## **PART J CLASSIFICATION STRUCTURE**

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### **58. Introduction**

- 58.1 The classification structures do not contain an exhaustive list of all the duties and responsibilities that may be required to perform a job at a particular grade.
- 58.2 All employees will perform a wider range of duties including work which is incidental or peripheral to their main tasks or functions. This is subject to training, competency and health and safety requirements regardless of the skill level required.
- 58.3 Employees who have been trained and assessed as competent at a particular grade will accept and perform the duties and responsibilities, and display the behaviours and characteristics, appropriate to that classification.
- 58.4 In consultation with employees, the company may amend a classification structure to accommodate the changing operational requirements, technological advances or align with industry standards.
- 58.5 Any change to a classification structure made in accordance with sub-clause 58.6 will not result in an employee being reclassified to a lower grade, but may result in an employee being required to undertake further on-the-job training to uphold the requirements of the revised classification.
- 58.6 An employee may commence at any Grade in the classification structure where the employee's skills, experience and qualifications meet the requirements of the Grade and where the employee has been assessed as competent in the requirements for that Grade.
- 58.7 Progression through the Grades will be based on either duration of employment or assessment and competency in the duties and responsibilities for the specific Grade or in compliance with Clause 49.7 of this Agreement, or for positions at Grade 4, 4.5 or 5 by successful application and appointment for a vacancy.
- 58.8 An employee may elect not to progress through the gradings system. Such election must be made in writing and be signed by the employee and an appropriate company representative (i.e. manager and/or HR representative.) An employee may change their election at any time during their employment.

59. CELLAR

**GRADE 1 – CELLAR**

Appointment	An employee who has no previous industry experience.
Duties and Responsibilities	<p>Grade 1 employees perform work following written and verbal instructions under direct supervision whilst adhering to company policies and procedures. Indicative tasks and responsibilities may include tasks listed below:</p> <p><u>General</u></p> <ul style="list-style-type: none"> <li>• Follow written and verbal instructions</li> <li>• Compliance with company policies and procedures including but not limited to policies and procedures relating to safety, food safety, employment and behaviours (i.e. wearing PPE – hearing protection, glasses, gloves, safety footwear, etc.)</li> <li>• Compliance with personal hygiene standards and food safety policies and procedures (i.e. food and drink standards)</li> <li>• Share applicable workplace information with other employees, contractors and visitors</li> <li>• Maintain housekeeping and hygiene standards (rubbish removal, cleaning)</li> <li>• Report hazards, accidents and incidents promptly and contribute to their resolution</li> <li>• Ensure problems are reported promptly and contribute to the resolution of such problems</li> </ul> <p><b>AND</b></p> <ul style="list-style-type: none"> <li>• Understand and comply with requirements of the standard cellar operations procedures, including but not limited to: <ul style="list-style-type: none"> <li>○ Reading and understanding cellar work notes</li> <li>○ Tank familiarity – mapping, allocation,</li> <li>○ Tank identification and protocols</li> <li>○ Product, safety and other tags</li> <li>○ Identifying and matching product codes</li> <li>○ Dipping tanks</li> <li>○ Building a familiarity with site and procedures</li> <li>○ Understanding and compliance with PPE and safety requirements</li> <li>○ Sampling</li> <li>○ Safe handling and use of inert gas</li> </ul> </li> <li>• Assisting with additions and SO<sub>2</sub> additions under direct supervision</li> <li>• Assisting with transfers</li> </ul> <p><u>Vintage only</u></p> <p>Indicative tasks and responsibilities may include tasks listed above and operation of basic vintage equipment including crushers and press area.</p>
Essential Skills and Attributes	<p>Grade 1 employees will possess:</p> <ul style="list-style-type: none"> <li>• A demonstrated ability to acquire new skills applicable to the job role</li> <li>• Communication skills adequate to the duties to be performed and to support the acquisition of new skills</li> <li>• The ability to perform work in a safe and responsible manner</li> <li>• The ability to report problems as they arise</li> <li>• The ability to refer to and follow the standard operating procedures</li> </ul>
Qualifications	Nil
Training plan	<ul style="list-style-type: none"> <li>• Onboarding / induction / HSE training, <b>AND</b></li> <li>• Procedures covering duties and responsibilities expressed for Grade 1 and 2.</li> </ul>

	Note: Training plans for vintage employees will focus on duties and responsibilities specific to the role the employee is performing and may exclude Grade 2 duties and responsibilities where these are not essential to the work being performed.
Progression to Grade 2	<ol style="list-style-type: none"> <li>1. Successful completion of 12 months employment, <b>OR</b></li> <li>2. 2<sup>nd</sup> vintage with Accolade Wines or other wine industry cellar operation, <b>OR</b></li> <li>3. Assessment and competency in Grade 1 and Grade 2 duties and responsibilities applicable for the role.</li> </ol>

**GRADE 2 – CELLAR**

Appointment	<ol style="list-style-type: none"> <li>1. Successful completion of 12 months employment, <b>OR</b></li> <li>2. 2<sup>nd</sup> vintage with Accolade Wines or other wine industry cellar operation, <b>OR</b></li> <li>3. Assessment and competency in Grade 1 and Grade 2 duties and responsibilities applicable for the role.</li> </ol>
Duties and Responsibilities	<p>Grade 2 employees competently perform tasks as listed below while demonstrating a safe and responsible approach and requiring indirect supervision in the performance of those tasks. <i>Grade 2 employees work will be signed off by a Grade 4 or Grade 5 employee [Berri Estates only]</i>. Indicative tasks and responsibilities may include all tasks listed for Grade 1 and those listed below:</p> <p><u>General</u></p> <ul style="list-style-type: none"> <li>• Provide support and on-the-job training to Grade 1 employees</li> <li>• Provide support and assistance to other team members</li> <li>• Complete appropriate records</li> </ul> <p><b>AND</b></p> <p><u>Cellar – Non-vintage</u></p> <ul style="list-style-type: none"> <li>• Transfer, rack and blending operations</li> <li>• Tanker loading</li> <li>• Ion exchange operations under supervision <b>[Berri Estates only]</b></li> <li>• Heat chill operations under supervision</li> <li>• Lenticular filtration under supervision</li> <li>• Membrane / polyprop filtration</li> <li>• Hose Making and Repairs</li> <li>• Cellar forklift operations (high risk work licence) (where applicable)</li> </ul> <p><u>Vintage</u></p> <ul style="list-style-type: none"> <li>• Operation of vintage equipment (i.e. crushers or presses, RDV, floatation and turnover processes)</li> <li>• Assisting with yeast processes</li> </ul>
Essential Skills and Attributes	<p>Grade 2 employees will possess all of the skills and attributes listed for Grade 1 employees in addition to the following:</p> <ul style="list-style-type: none"> <li>• Demonstrated knowledge of departmental operations, policies, procedures and processes associated with the duties and responsibilities listed for Grade 1 and Grade 2 employees</li> <li>• Communication skills to clearly and effectively interact with other team members and to participate in team meetings</li> <li>• The ability to work autonomously and as part of a team and to aid other team members</li> <li>• The ability to solve basic problems / fault find or escalate problems where necessary and contribute positively to the resolution of these problems</li> </ul>
Qualifications	High Risk Work Licence (Forklift)

Training plan	<ul style="list-style-type: none"> <li>• Onboarding / induction / HSE training (where applicable), <b>AND</b></li> <li>• Procedures covering duties and responsibilities expressed for Grade 2 and Grade 3.</li> </ul> <p>Note: Training plans for vintage employees will focus on duties and responsibilities specific to the role the employee is performing and may exclude Grade 3 duties and responsibilities where these are not essential to the work being performed.</p>
Progression to Grade 3	<ol style="list-style-type: none"> <li>1. Successful completion of 24 months employment from appointment to Grade 2, <b>OR</b></li> <li>2. Assessment and competency in procedures associated with: <ul style="list-style-type: none"> <li>• all Grade 1 duties and responsibilities, <b>AND</b></li> <li>• at least 50% of all Grade 2 duties and responsibilities, <b>AND</b></li> <li>• at least 50% of all Grade 3 duties and responsibilities; <b>OR</b></li> </ul> </li> <li>3. Assessment and competency in duties and responsibilities for vintage Grade 1 and 2; <b>AND</b> one vintage subdepartment for Grade 3.</li> </ol> <p>Note: An inability to operate a forklift due to a legal impediment (i.e. loss of driver's licence) will not obstruct the ability of an employee to progress to Grade 3.</p>

**GRADE 3 – CELLAR**

Appointment	<ol style="list-style-type: none"> <li>1. Successful completion of 24 months employment from appointment to Grade 2, <b>OR</b></li> <li>2. Assessment and competency in procedures associated with: <ul style="list-style-type: none"> <li>• all Grade 1 duties and responsibilities, <b>AND</b></li> <li>• at least 50% of all Grade 2 duties and responsibilities, <b>AND</b></li> <li>• at least 50% of all Grade 3 duties and responsibilities; <b>OR</b></li> </ul> </li> <li>3. Assessment and competency in duties and responsibilities for vintage Grade 1 and 2; <b>AND</b> one vintage subdepartment for Grade 3.</li> </ol> <p>Note: An inability to operate a forklift due to a legal impediment (i.e. loss of driver's licence) will not obstruct the ability of an employee to progress to Grade 3.</p>
Duties and Responsibilities	<p>Grade 3 employees safely and competently perform work using initiative, discretion and judgement under general supervision whilst adhering to company policies and procedures. Indicative tasks and responsibilities may include all tasks and responsibilities listed in for Grade 1 to 2 employees in addition to the tasks listed below:</p> <p><u>General</u></p> <ul style="list-style-type: none"> <li>• Provide support and on-the-job training to Grade 1 and 2 employees</li> <li>• Provide support and assistance to other team members (i.e. assist with workplace activities, change overs, set up, troubleshooting, compliance with policies and procedures)</li> <li>• Contribute to the development and review of departmental policies and procedures</li> <li>• Assist in the delivery of training to Grade 1 and Grade 2 employees in departmental procedures and practices</li> <li>• Raising nonconformances, incidents, accidents and/or issues in the quality, safety or other systems</li> <li>• Trouble shoot equipment and processes</li> </ul> <p><b>AND</b></p> <ul style="list-style-type: none"> <li>• Transfer of product through equipment including set up, operation and troubleshooting of the equipment (excluding those referenced in Grade 2).</li> <li>• Cross flow operations</li> </ul>

	<ul style="list-style-type: none"> <li>• Barrel Handling</li> <li>• Sparkling Operations</li> <li>• Boiler Attendant (if required and qualified)</li> <li>• Dry goods storage management</li> <li>• Safely and efficiently troubleshoot all applicable machinery and equipment</li> <li>• Heat and chill operations [Tintara only]</li> </ul> <p><b>AND</b></p> <p><u>Vintage</u></p> <ul style="list-style-type: none"> <li>• Yeast processing</li> <li>• To be fully competent in all tasks associated with operating a bank of crushers OR</li> <li>• To be fully competent in all tasks associated with operating the press complex OR</li> <li>• To be fully competent in all tasks associated with turnovers / pumpovers (chilling, heating, adds) OR</li> <li>• Able to operate RDV unsupervised <b>[Berri Estates only]</b></li> <li>• Able to operate floatation processes unsupervised</li> <li>• Operate Decanter <b>[Berri Estates only]</b></li> </ul>
Essential Skills and Attributes	<p>Grade 3 employees will possess all of the skills and attributes listed for Grade 1 and Grade 2 employees in addition to the following:</p> <ul style="list-style-type: none"> <li>• Lend assistance and/or implement systems of work to ensure minimal loss of production time</li> <li>• Ability to troubleshoot, make decisions and operate all equipment associated with the task with limited supervision</li> </ul>
Qualifications	<ul style="list-style-type: none"> <li>• High Risk Work Licence (Forklift) – where applicable</li> <li>• Restricted HR Licence – crusher forklift and onsite training – where applicable <b>[Berri Estates only]</b></li> <li>• Certificate II in Wine Industry Operations (optional)</li> </ul>
Training plan	<ul style="list-style-type: none"> <li>• Onboarding / induction (HSE training) – where applicable</li> <li>• Procedures covering duties and responsibilities expressed for Grade 3, and, by invitation only, training in procedures covering duties and responsibilities expressed for Grade 4.</li> </ul>

### GRADE 3.5 – CELLAR

An employee will be appointed to Grade 3.5 in accordance with the requirements expressed in Clause 46.7 of this Agreement.

### GRADE 4 – CELLAR

Appointment	<p>An employee will be appointed to Grade 4 based on successful application and completion of recruitment and selection process, <b>AND</b>:</p> <ol style="list-style-type: none"> <li>1. Assessment and competency in procedures applicable to the duties and responsibilities for Grade 1, 2, 3 and 4; <b>AND</b></li> <li>2. Successful completion of qualification and training requirements for Grade 4; <b>OR</b></li> <li>3. In compliance with requirements expressed in Clause 46.7 of this Agreement.</li> </ol>
Duties and Responsibilities	<p>Grade 4 employees perform tasks of Grade 1 to Grade 3 employees in addition to the following:</p> <p><u>General</u></p> <ul style="list-style-type: none"> <li>• Provide support to Grade 1 and 2, 3 employees / team members</li> <li>• Provide training to Grade 1, 2 and 3 employees</li> <li>• Assist with development and monitoring of areas for continual improvement</li> </ul>

	<ul style="list-style-type: none"> <li>• Implement relevant safety, food safety, environment and HR policies and procedures</li> <li>• Maintain and manage records applicable to the work being undertaken</li> <li>• Ensure information and changes related to line changes are relayed to all relevant personnel</li> <li>• Co-ordinate with maintenance to overcome equipment faults</li> <li>• Assist with workflow planning</li> <li>• Assist with planning, delivery, assessment and evaluation of training</li> <li>• Demonstrated ability to lead and supervise others</li> </ul> <p><b>AND</b></p> <ul style="list-style-type: none"> <li>• Spirit handling</li> <li>• Be responsible for work processes and systems</li> <li>• Conduct non-routine tests and checks</li> <li>• Operate specialised equipment (i.e. hire equipment, trials, de-alc units, RO machine)</li> </ul>
Essential Skills and Attributes	Grade 4 employees will possess all the skills and attributes listed for Grade 1 to 3 employees in addition to the following: <ul style="list-style-type: none"> <li>• Perform non-routine work</li> </ul>
Qualifications	Certificate III in Wine Industry Operations Spirit handling certificate (where applicable)
Training plan	<ul style="list-style-type: none"> <li>• Onboarding / induction / HSE training (where applicable), <b>AND</b></li> <li>• By invitation, assessment and competency in procedures applicable to the duties and responsibilities expressed for Grade 4, 4.5 and 5.</li> </ul>

#### GRADE 4.5 – CELLAR

Appointment	An employee will be appointed to Grade 4.5 based on successful application and completion of recruitment and selection process, <b>AND</b> : <ol style="list-style-type: none"> <li>1. Assessment and competency in procedures applicable to the duties and responsibilities for Grade 1, 2, 3, 4 and 4.5; <b>AND</b></li> <li>2. Successful completion of qualification and training requirements for Grade 4.5.</li> </ol>
Duties and Responsibilities	Grade 4.5 employees perform tasks of Grade 1 to Grade 4 employees in addition to the following: <p><u>Cellar specific</u> Responsibility for a specialised process or processes from end to end including stakeholder management and communication, completion and maintenance of complex records, supervision of work groups of 3 or more employees and process complexity. Examples include:</p> <ul style="list-style-type: none"> <li>○ Vintage processes (i.e. Berri press area or crusher area, Tintara cellar 3)</li> <li>○ Export top lifter forklift operator</li> <li>○ Packaging support cellar hand</li> <li>○ Cellar office leading hand</li> <li>○ Spirit bond leading hand</li> </ul> <p><u>Trainer and Assessor</u> Planning, delivery, assessment and evaluation of training Note: Grade 4.5 is payable only when the employee is performing duties associated with formal on the job training and / or assessment. Grade 4.5 will be paid in accordance with Clause 25 Higher Duties.</p>
Essential Skills and Attributes	Grade 4.5 employees will possess all the skills and attributes listed for Grade 1 to 4 employees in addition to the following: <ul style="list-style-type: none"> <li>• Knowledge of a specialised process or processes</li> </ul>
Qualifications	Certificate III in Wine Industry Operations



	Trainers and Assessors will have completed a minimum of an internal training and assessment course
Training plan	<ul style="list-style-type: none"> <li>• Onboarding / induction / HSE training (where applicable)</li> <li>• Procedures covering duties and responsibilities expressed for Grade 5, where invited.</li> <li>• Internal Trainer and assessor course (Trainers and assessors only)</li> </ul>

#### GRADE 5 – CELLAR

Appointment	<p>An employee will be appointed to Grade 5 based on successful application and completion of recruitment and selection process, <b>AND</b>:</p> <ol style="list-style-type: none"> <li>1. Assessment and competency in procedures applicable to the duties and responsibilities for Grade 1, 2, 3, 4, 5 and where applicable Grade 4.5 (excluding trainer and assessor roles); <b>AND</b></li> <li>2. Successful completion of qualification and training requirements for Grade 5.</li> </ol>
Duties and Responsibilities	<p>Grade 5 employees are responsible and accountable for their own work, the work of the employees they supervise and for the performance and productivity of the team. Indicative tasks and responsibilities may include all tasks and responsibilities listed for Grade 1 to 4.5 employees, in addition to the following:</p> <p><u>General</u></p> <ul style="list-style-type: none"> <li>• Promptly identify and resolve problems as they occur in consultation with internal customers</li> <li>• Communicate with internal customers in accordance with company practices</li> <li>• Produce reports and documentation as required (incident investigation, risk assessments, production reports, OEE / Downtime reporting)</li> <li>• Contribute to resolution of quality, food safety, and safety issues.</li> <li>• Assist in the production of capital expenditure proposals as required</li> <li>• Comply with, promote and ensure compliance of team members with applicable company policies, procedures and work practices associated with safety, quality, food safety, environment and employment.</li> <li>• Co-ordinate and undertake the review of departmental policies and procedures</li> <li>• Contribute to the planning, delivery, assessment and evaluation of on-the-job training</li> <li>• Provide on-the-job training ensuring employees have the skills required to perform their duties</li> <li>• Assist with the recruitment process</li> <li>• Provide recommendations for retention, rehiring and termination of vintage employees</li> <li>• Conduct department / line based inductions</li> <li>• Conduct team meetings / toolbox talks and encourage and facilitate employee participation</li> <li>• Assist with the recruitment process (i.e. interviews, feedback on employee performance and suitability)</li> <li>• Co-ordinate employees work and assist with development of rosters and leave planning</li> <li>• Undertake performance management to encourage compliance with safety, food safety, HR and departmental policies and procedures (i.e. the use of appropriate safety equipment, late attendance, etc.).</li> <li>• Escalate non-conformance with performance standards to management. [Note: Management will be responsible for delivery of verbal or written warnings.]</li> <li>• Performance management to encourage compliance with safety, food.</li> </ul>

	<ul style="list-style-type: none"> <li>• Co-ordinate with maintenance to overcome equipment faults</li> </ul>
Essential Skills and Attributes	Grade 5 employees will possess all the skills and attributes listed for Grade 1 to 4 employees in addition to:
	<ul style="list-style-type: none"> <li>• supervision and leadership skills to enable the employee to supervise or lead a work team</li> </ul>
Qualifications	<p>Successful completion and assessment in the duties and responsibilities associated with this Grade. This may include formal training in leadership, mentoring or supervision.</p> <p>An employee at this level may be required to undertake further training for the purpose of updating their skills and knowledge.</p>

## 60. CELLAR DOOR

### GRADE 1 – CELLAR DOOR

Appointment	An employee who has no previous industry experience.
Duties and Responsibilities	<p>Grade 1 employees perform work following written and verbal instructions under direct supervision whilst adhering to company policies and procedures. Indicative tasks and responsibilities may include tasks listed below:</p> <p><u>General</u></p> <ul style="list-style-type: none"> <li>• Follow written and verbal instructions</li> <li>• Compliance with company policies and procedures including but not limited to policies and procedures relating to safety, food safety, employment and behaviours</li> <li>• Compliance with personal hygiene standards</li> <li>• Share applicable workplace information with other employees, contractors and visitors in compliance with legislated confidentiality and privacy standards.</li> <li>• Maintain basic housekeeping and hygiene standards in the Cellar Door</li> <li>• Report hazards, accidents and incidents promptly and contribute to their resolution</li> <li>• Ensure problems are reported promptly and contribute to the resolution of such problems</li> </ul> <p><b>AND</b></p> <ul style="list-style-type: none"> <li>• Replace stock and maintain merchandise and product displays</li> <li>• Conduct product tastings with support and guidance of a more senior employee and in compliance with responsible service of alcohol procedures</li> <li>• Development of knowledge on products, discount structures, wine clubs and company / location history</li> <li>• Basic food and beverage service (where applicable)</li> <li>• Assist with events and functions</li> <li>• Processing sales / orders through POS system</li> <li>• Pack and despatch customer orders</li> <li>• Opening and closing cellar door under supervision</li> </ul>
Essential Skills and Attributes	<p>Grade 1 employees will possess:</p> <ul style="list-style-type: none"> <li>• A demonstrated ability to acquire new skills applicable to the job role</li> <li>• Communication skills adequate to the duties to be performed, and to support the acquisition of new skills</li> <li>• The ability to perform work in a safe and responsible manner</li> <li>• The ability to report problems as they arise</li> <li>• The ability to refer to and follow the standard operating procedures and company policies</li> </ul>
Qualifications	Responsible Service of Alcohol certificate
Training plan	<ul style="list-style-type: none"> <li>• Onboarding / induction / HSE training, <b>AND</b></li> <li>• Procedures and skills associated with duties and responsibilities expressed for Grade 1 and 2.</li> <li>• Wine appreciation and tasting (internal)</li> <li>• Sales and service training (internal)</li> <li>• Basic office procedures – opening and closing processes (internal)</li> <li>• Tour guiding (internal - where applicable)</li> </ul>
Progression to Grade 2	<ol style="list-style-type: none"> <li>1. Successful completion of 12 months employment, <b>OR</b></li> <li>2. Assessment and competency in procedures applicable to duties and responsibilities for Grade 1 and Grade 2 as applicable to the site.</li> </ol>

## GRADE 2 – CELLAR DOOR

Appointment	<ol style="list-style-type: none"> <li>1. Successful completion of 12 months employment, <b>OR</b></li> <li>2. Assessment and competency in in procedures applicable to duties and responsibilities for Grade 1 and Grade 2 as applicable to the site.</li> </ol>
Duties and Responsibilities	<p>Grade 2 employees perform tasks as listed below while demonstrating a safe and responsible approach and works autonomously in the performance of those tasks. Indicative tasks and responsibilities may include all tasks listed for Grade 1 and those listed below:</p> <ul style="list-style-type: none"> <li>• Conduct product tastings independently</li> <li>• Host groups in structure tastings (where applicable)</li> <li>• Leading tours of the site (where applicable)</li> <li>• Provide / present information to customers on matters including wine styles, product portfolio, company/brand profile and history, and local tourism opportunities</li> <li>• Basic office procedures including stock control / ordering, invoicing, and banking</li> <li>• Opening and closing processes</li> <li>• Assist in the delivery of training to Grade 1 employees in cellar door procedures, product knowledge, and wine making / viticulture practices</li> <li>• Provide support to other cellar door team members including supervision of Grade 1 employees conducting tastings when required.</li> <li>• Support colleagues to follow safe work practices and adhere to safety policies and procedures</li> <li>• Support colleagues to follow standard operating procedures and company policies</li> </ul>
Essential Skills and Attributes	<p>Grade 2 employees will possess:</p> <ul style="list-style-type: none"> <li>• Demonstrated knowledge of product range, company/brand profile and history, wine making / viticulture practices, and local tourism information</li> <li>• Communication skills to clearly and effectively interact with other team members, and to participate in team meetings</li> <li>• The ability to work autonomously and as part of a team, and to aid other team members</li> <li>• The ability to solve basic problems / fault, find or escalate problems where necessary, and contribute positively to the resolution of these problems</li> </ul>
Qualifications	Responsible Service of Alcohol certificate
Training plan	<ul style="list-style-type: none"> <li>• Onboarding / induction / HSE training – where applicable</li> <li>• Procedures covering duties and responsibilities expressed for Grade 2 and Grade 3.</li> <li>• Wine appreciation and tasting (internal)</li> <li>• Sales and service training (internal)</li> <li>• Basic office procedures including stock control / ordering, invoicing, and banking (internal)</li> <li>• Tour Guiding (internal - relevant sites only)</li> </ul>
Progression to Grade 3	<ol style="list-style-type: none"> <li>1. Successful completion of 24 months from appointment to Grade 2, <b>OR</b></li> <li>2. Assessment and competency in procedures applicable to duties and responsibilities for Grade 2 and Grade 3 as applicable to the site.</li> </ol>

## GRADE 3 – CELLAR DOOR

Appointment	<ol style="list-style-type: none"> <li>1. Successful completion of 24 months from appointment to Grade 2, <b>OR</b></li> <li>2. Assessment and competency in procedures applicable to duties and responsibilities for Grade 2 and Grade 3 as applicable to the site.</li> </ol>
Duties and Responsibilities	Grade 3 employees safely perform specialised work using initiative, discretion and judgement under limited supervision whilst adhering to company policies and procedures. Indicative tasks and responsibilities may include all tasks and

	<p>responsibilities listed for Grade 1 to 2 employees in addition to the tasks listed below:</p> <ul style="list-style-type: none"> <li>• Office procedures including inventory management, invoicing associated with private and sample accounts</li> <li>• Reinforce a customer-centric culture and experience</li> <li>• Conduct stocktakes</li> <li>• Ensure compliance with Cellar Door Management Plan and liquor licencing requirements</li> <li>• Assist with investigation and management of accidents, incidents and near miss events</li> <li>• Assist with planning and coordination of cellar door activities and events</li> <li>• Assist in the delivery of training to Grade 1 and Grade 2 employees in cellar door procedures, product range, company/brand profile and history, wine making / viticulture practices, and local tourism information. This includes supervising Grade 1 employees conducting tastings when required.</li> <li>• Contribute to the development and review of departmental procedures (where applicable)</li> </ul>
Essential Skills and Attributes	<p>Grade 3 employees will possess all of the skills and attributes listed for Grade 1 and Grade 2 employee in addition to the following:</p> <ul style="list-style-type: none"> <li>• Provide support and assistance to the team</li> <li>• Coach and develop Grade 1 and 2 employees</li> <li>• supervision and leadership skills to run the Cellar Door autonomously in the extended absence of the Cellar Door Manager or Supervisor</li> </ul>
Qualifications	<p>Responsible Service of Alcohol certificate Responsible Persons Certificate (liquor licencing) (where applicable)</p>
Training plan	<ul style="list-style-type: none"> <li>• Onboarding / induction / HSE training, <b>AND</b></li> <li>• Procedures and skills associated with duties and responsibilities expressed for Grade 1, 2 and 3.</li> <li>• Wine Appreciation – WSET Level 1 or similar training (external)</li> </ul>

#### GRADE 4 – CELLAR DOOR SUPERVISOR

Appointment	<p>An employee will be appointed to Grade 4 based on successful application and completion of recruitment and selection process, <b>AND</b>:</p> <ol style="list-style-type: none"> <li>1. Assessment and competency in procedures applicable to the duties and responsibilities for Grade 1, 2, 3 and 4; <b>AND</b></li> <li>2. Successful completion of qualification and training requirements for Grade 4; <b>OR</b></li> <li>3. In compliance with requirements expressed in Clause 46.7 of this Agreement.</li> </ol>
Duties and Responsibilities	<p>Grade 4 employees perform tasks of Grade 1 to Grade 3 employees in addition to the following:</p> <ul style="list-style-type: none"> <li>• Create and implement a customer-centric culture and experience</li> <li>• Oversight of stock control including reconciliation of stocktake activities, reporting on stock losses / levels</li> <li>• Maintain and manage records including invoices, bookings, employee qualifications and certificates</li> <li>• Provide support and mentoring to other team members</li> <li>• Assist with rostering and workforce planning including leave management,</li> <li>• Assist with planning and coordination of cellar door activities and events</li> <li>• Assist in investigation of accidents, incidents and near miss events</li> <li>• Contribute to the planning, delivery, assessment and evaluation of training for Grade 1 to Grade 3</li> <li>• Assist with development and monitoring of areas for continual improvement</li> </ul>

	<ul style="list-style-type: none"> <li>• Ensure problems are reported promptly and contribute to the resolution of such problems</li> <li>• Implement/Uphold relevant safety, food safety, environment and HR policies and procedures.</li> </ul>
Essential Skills and Attributes	Grade 4 employees will possess all the skills and attributes listed for Grade 1 to 3 employees in addition to the following:
	<ul style="list-style-type: none"> <li>• supervision and leadership skills to enable the employee to supervise or lead a work team</li> </ul>
Qualifications	Responsible Service of Alcohol Certificate Responsible Persons Certificate (liquor licencing) Wine appreciation (external i.e. WSET Level 1 or similar training)
Training plan	<ul style="list-style-type: none"> <li>• Onboarding / induction / HSE training, <b>AND</b></li> <li>• Procedures and skills associated with duties and responsibilities expressed for Grade 1, 2 and 3.</li> </ul>

**61. GRAPE SUPPLY [Vintage only]**

**GRADE 1 – GRAPE SUPPLY**

Appointment	An employee who has no previous industry experience.
Duties and Responsibilities	<p>Grade 1 employees perform work following written and verbal instructions under direct supervision whilst adhering to company policies and procedures. Indicative tasks and responsibilities may include tasks listed below:</p> <p><u>General</u></p> <ul style="list-style-type: none"> <li>• Follow written and verbal instructions</li> <li>• Compliance with company policies and procedures including but not limited to policies and procedures relating to safety, food safety, employment and behaviours (i.e. wearing PPE – safety footwear, etc.)</li> <li>• Compliance with personal hygiene standards and food safety policies and procedures (i.e. food and drink standards)</li> <li>• Share applicable workplace information with other employees, contractors and visitors</li> <li>• Maintain housekeeping and hygiene standards (rubbish removal, cleaning)</li> <li>• Report hazards, accidents and incidents promptly and contribute to their resolution</li> <li>• Ensure problems are reported promptly and contribute to the resolution of such problems</li> <li>• Communicate professionally and effectively with stakeholders</li> <li>• Maintain records accurately</li> </ul> <p><b>AND</b></p> <p><u>Weighbridge / Testing Station</u></p> <ul style="list-style-type: none"> <li>• Operate grape sampling machines to collect juice and grapes from trucks in accordance with sampling requirements and procedures</li> <li>• Accurate entry of data</li> <li>• Direct trucks to allocated crushers with the correct crusher tickets</li> <li>• Collation of weighbridge dockets by crusher and variety</li> <li>• Maintain manual booked intake schedule</li> <li>• Maintain the cancellation and under/over sheets</li> <li>• Ensure trucks are on weighbridge and correctly weighed</li> <li>• Respond to queries</li> <li>• Wash down and clean all areas</li> </ul> <p><b>OR</b></p> <p><u>Marshall</u></p> <ul style="list-style-type: none"> <li>• Liaise with truck drivers and direct the driver to the correct crusher queue</li> <li>• Provide / check documentation from truck drivers to ensure documentation corresponds to the booked intake schedule</li> <li>• Data entry of Grape Delivery Advice</li> <li>• Maintain manual booked intake schedule</li> <li>• Liaise with supervisor, winery supervisor and crusher operators to coordinate the traffic flow.</li> <li>• Direct early and delayed deliveries</li> <li>• Assist with maintaining stock in the truck driver sheds</li> </ul> <p><b>OR</b></p>

	<p><u>Vineyard Assessor</u></p> <ul style="list-style-type: none"> <li>Assessing grower patches for disease and quality as directed by the Technical Viticultural officer</li> <li>Collate and enter field data into viticulture system on tablet</li> <li>Maintain cleanliness of the hire car/company car</li> <li>Develop an understanding of applicable computer information system</li> </ul>
Essential Skills and Attributes	<p>Grade 1 employees will possess:</p> <ul style="list-style-type: none"> <li>A demonstrated ability to acquire new skills applicable to the job role</li> <li>Communication skills adequate to the duties to be performed and to support the acquisition of new skills</li> <li>The ability to perform work in a safe and responsible manner</li> <li>The ability to report problems as they arise</li> <li>The ability to refer to and follow the standard operating procedures</li> </ul>
Qualifications	Drivers licence (Vineyard Assessor only)
Training plan	<ul style="list-style-type: none"> <li>Onboarding / induction / HSE training, <b>AND</b></li> <li>Procedures covering duties and responsibilities expressed for Grade 1 and 2.</li> </ul>
Progression to Grade 2	<ol style="list-style-type: none"> <li>2<sup>nd</sup> vintage with Accolade Wines or other wine industry employer in a similar role, <b>OR</b></li> <li>Assessment and competency in Grade 1 and Grade 2 duties and responsibilities applicable for the role.</li> </ol>

#### GRADE 2 – GRAPE SUPPLY

Appointment	<ol style="list-style-type: none"> <li>2<sup>nd</sup> vintage with Accolade Wines or other wine industry employer in a similar role, <b>OR</b></li> <li>Assessment and competency in Grade 1 and Grade 2 duties and responsibilities applicable for the role.</li> </ol>
Duties and Responsibilities	<p>Grade 2 employees competently perform tasks as listed below while demonstrating a safe and responsible approach and requiring indirect supervision in the performance of those tasks. Indicative tasks and responsibilities may include all tasks listed for Grade 1 and those listed below:</p> <p><u>General</u></p> <ul style="list-style-type: none"> <li>Provide support and on-the-job training to Grade 1 employees</li> <li>Provide support and assistance to other team members</li> </ul>
Essential Skills and Attributes	<p>Grade 2 employees will possess all of the skills and attributes listed for Grade 1 employees in addition to the following:</p> <ul style="list-style-type: none"> <li>Demonstrated knowledge of departmental operations, policies, procedures and processes associated with the duties and responsibilities listed for Grade 1 and Grade 2 employees</li> <li>Communication skills to clearly and effectively interact with other team members and to participate in team meetings</li> <li>The ability to work autonomously and as part of a team and to aid other team members</li> <li>The ability to solve basic problems / fault find or escalate problems where necessary and contribute positively to the resolution of these problems</li> </ul>
Qualifications	Drivers licence (Vineyard Assessor only)
Training plan	<ul style="list-style-type: none"> <li>Onboarding / induction / HSE training (where applicable), <b>AND</b></li> <li>Procedures covering duties and responsibilities expressed for Grade 2 and Grade 3.</li> </ul>
Progression to Grade 3	<ol style="list-style-type: none"> <li>Supervision of vintage grape intake team (weighbridge and marshalling team)</li> <li>Assessment and competency in procedures associated with Grade 1, 2 and 3 duties and responsibilities.</li> </ol>



### GRADE 3 – GRAPE SUPPLY

Appointment	<ol style="list-style-type: none"> <li>1. Supervision of vintage grape intake team (weighbridge and marshalling team), <b>OR</b></li> <li>2. Assessment and competency in procedures associated with Grade 1, 2 and 3 duties and responsibilities.</li> </ol>
Duties and Responsibilities	<p>Grade 3 employees safely and competently perform work using initiative, discretion and judgement under general supervision whilst adhering to company policies and procedures. Indicative tasks and responsibilities may include all tasks and responsibilities listed in for Grade 1 to 2 employees in addition to the tasks listed below:</p> <p><u>General</u></p> <ul style="list-style-type: none"> <li>• Provide support and on-the-job training to Grade 1 and 2 employees</li> <li>• Provide support and assistance to other team members (i.e. assist with workplace activities, change overs, set up, troubleshooting, compliance with policies and procedures)</li> <li>• Contribute to the development and review of departmental policies and procedures</li> <li>• Assist in the delivery of training to Grade 1 and Grade 2 employees in departmental procedures and practices</li> <li>• Raising nonconformances, incidents, accidents and/or issues in the quality, safety or other systems</li> <li>• Trouble shoot equipment and processes</li> </ul> <p><b>AND</b></p> <ul style="list-style-type: none"> <li>• Supervise and manage enquiries</li> <li>• Assist Grade 1 and 2 employees with testing operations</li> <li>• Troubleshoot equipment</li> <li>• Follow up with Trucking Companies and Harvest Contractors on non-delivery of booked grapes</li> <li>• Check that the booked intake schedule is maintained correctly and kept up to date at all intake stations</li> <li>• Follow up with grower regarding low baume fruit and late deliveries</li> <li>• Supervise Weighbridge / Testing Station and Marshaller staff within the Intake Area</li> <li>• Liaise with crusher supervisor</li> <li>• Ensure the traffic flow to crushers are maintained to keep up the production flow</li> <li>• Ensure grape testing is performed accurately</li> <li>• Review of fruit quality issues prior to crushing and liaise with the Grower, Winemakers and Regional Viticulture Manager where issues occur</li> <li>• Approve extra deliveries when required</li> </ul>
Essential Skills and Attributes	<p>Grade 3 employees will possess all of the skills and attributes listed for Grade 1 and Grade 2 employees in addition to the following:</p> <ul style="list-style-type: none"> <li>• Lend assistance and/or implement systems of work to ensure minimal loss of production time</li> <li>• Ability to troubleshoot, make decisions and operate all equipment associated with the task with limited supervision</li> </ul>
Qualifications	Drivers licence (Vineyard Assessor only)
Training plan	<ul style="list-style-type: none"> <li>• Onboarding / induction (HSE training) – where applicable</li> <li>• Procedures covering duties and responsibilities expressed for Grade 3.</li> </ul>

### Grade 3.5 – GRAPE SUPPLY

An employee will be appointed to Grade 3.5 in accordance with the requirements expressed in Clause 46.7 of this Agreement.

**Grade 4 – GRAPE SUPPLY**

An employee will be appointed to Grade 4 in accordance with the requirements expressed in Clause 46.7 of this Agreement.

## 62. LABORATORY

### GRADE 1 – LABORATORY

Appointment	An employee who has no previous industry experience.
Duties and Responsibilities	<p>Grade 1 employees perform work following written and verbal instructions under direct supervision whilst adhering to company policies and procedures. Indicative tasks and responsibilities may include tasks listed below:</p> <p><u>General</u></p> <ul style="list-style-type: none"> <li>• Follow written and verbal instructions</li> <li>• Compliance with company policies and procedures including but not limited to policies and procedures relating to safety, food safety, employment and behaviours (i.e. wearing PPE – hearing protection, glasses, gloves, safety footwear, etc.)</li> <li>• Compliance with personal hygiene standards and food safety policies and procedures (i.e. food and drink standards)</li> <li>• Share applicable workplace information with other employees, contractors and visitors</li> <li>• Maintain housekeeping and hygiene standards (rubbish removal, cleaning)</li> <li>• Report hazards, accidents and incidents promptly and contribute to their resolution</li> <li>• Ensure problems are reported promptly and contribute to the resolution of such problems</li> <li>• Raising nonconformances, incidents, accidents and/or issues in the quality, safety or other systems</li> </ul> <p><b>AND</b></p> <ul style="list-style-type: none"> <li>• Maintain basic housekeeping and hygiene standards</li> <li>• Safe handling, use and preparation of lab chemical &amp; fining trial solutions</li> <li>• Basic lab analysis             <ul style="list-style-type: none"> <li>○ Recording samples</li> <li>○ Turbidity</li> <li>○ Sulphur (free and total by wet chemistry)</li> <li>○ Alcohol testing</li> <li>○ pH / TA</li> <li>○ Vacuum flask filtering (sample preparation)</li> <li>○ Baume &amp; SG analysis</li> <li>○ Maturity sample preparation &amp; analysis</li> <li>○ Dissolved O<sub>2</sub> &amp; CO<sub>2</sub> [<b>Tintara only</b>]</li> <li>○ Refractometer / RI [<b>Tintara only</b>]</li> <li>○ Routine fining trial set up [<b>Tintara only</b>]</li> </ul> </li> <li>• Sample collection (top, bottom and sample tap samples from tanks, oak &amp; other vessels including temperature testing,)</li> <li>• Ferment / G&amp;F and malo rounds</li> <li>• Use of basic lab equipment (i.e. pipettes, glassware, thermometers, centrifuge, burettes, dispensers, balances, barcode reader, fume hood, hotplate/ stirrer)</li> <li>• Recording of results (analysis day sheets, spreadsheets)</li> <li>• Data entry to applicable laboratory management system (daily analysis, maturity results)</li> <li>• Ensure analysis is completed in a timely manner and the results are reported correctly</li> </ul>
Essential Skills and Attributes	<p>Grade 1 employees will:</p> <ul style="list-style-type: none"> <li>• Demonstrate the ability to acquire new skills applicable to the job role</li> <li>• Demonstrate communication skills adequate to the duties to be performed and to support the acquisition of new skills</li> </ul>

	<ul style="list-style-type: none"> <li>• Demonstrate the ability to perform work in a safe and responsible manner</li> <li>• Demonstrate attention to detail</li> <li>• Demonstrate time management skills</li> <li>• Demonstrate numeracy and literacy skills</li> <li>• Demonstrate the ability to report problems as they arise</li> <li>• Demonstrate the ability to refer to and follow the standard operating procedures</li> <li>• Demonstrate awareness and understanding of SDS and risk assessments</li> </ul>
Qualifications	Nil
Training plan	<ul style="list-style-type: none"> <li>• Onboarding / induction / HSE training</li> <li>• Procedures covering duties and responsibilities expressed for Grade 1 and Grade 2.</li> </ul>
Progression to Grade 2	<ol style="list-style-type: none"> <li>1. Successful completion of 12 months employment, <b>OR</b></li> <li>2. 2<sup>nd</sup> vintage with Accolade Wines or other wine industry laboratory, <b>OR</b></li> <li>3. Assessment and competency in all Grade 1 and Grade 2 duties and responsibilities.</li> </ol>

## GRADE 2 - LABORATORY

Appointment	<ol style="list-style-type: none"> <li>1. Successful completion of 12 months employment, <b>OR</b></li> <li>2. 2<sup>nd</sup> vintage with Accolade Wines or other wine industry laboratory, <b>OR</b></li> <li>3. Assessment and competency in all Grade 1 and Grade 2 duties and responsibilities.</li> </ol>
Duties and Responsibilities	<p>Grade 2 employees competently perform tasks as listed below while demonstrating a safe and responsible approach under general supervision. Tasks and responsibilities may include all tasks listed for Grade 1 and those listed below:</p> <p><u>General</u></p> <ul style="list-style-type: none"> <li>• Provide support and on-the-job training to Grade 1 employees</li> <li>• Provide support and assistance to other team members</li> </ul> <p><b>AND</b></p> <ul style="list-style-type: none"> <li>• Yeast Counts</li> <li>• Enzymatic analysis</li> <li>• Heat stability and Bentonite fining test (set up &amp; reading)</li> <li>• 3 day Cold stability test (set up &amp; reading)</li> <li>• Basic equipment calibration (i.e. sulphur rigs, alcoalyzer, PH/TA, turbidity meter, density meter)</li> <li>• Basic troubleshooting (including recognition of unusual results &amp; determining what basic action is required i.e. informing supervisor/winemaker &amp;/or retesting)</li> <li>• Analysis requests on applicable laboratory management system</li> <li>• Organising samples for external analysis</li> <li>• Rapid cold stab [<b>St Hallett only</b>]</li> </ul>
Essential Skills and Attributes	<p>Grade 2 employees will:</p> <ul style="list-style-type: none"> <li>• Demonstrate knowledge of laboratory operations associated with the duties and responsibilities listed Grade 1 and Grade 2 employees</li> <li>• Demonstrate communication skills to clearly and effectively interact with other team members and to participate in team meetings</li> <li>• Work autonomously and as part of a team and to aid other team members</li> <li>• Demonstrate the ability to solve basic problems / fault find or escalate problems where necessary and contribute positively to the resolution of these problems</li> </ul>
Qualifications	Nil
Training plan	<ul style="list-style-type: none"> <li>• Onboarding / induction / HSE training – where applicable</li> </ul>

	<ul style="list-style-type: none"> <li>Procedures covering duties and responsibilities expressed for Grade 2 and Grade 3.</li> </ul>
Progression to Grade 3	<ol style="list-style-type: none"> <li>Successful completion of 24 months employment from appointment to Grade 2, <b>OR</b></li> <li>Assessment and competency in all Grade 1, 2 and 3 duties and responsibilities for the applicable laboratory.</li> </ol>

### GRADE 3 - LABORATORY

Appointment	<ol style="list-style-type: none"> <li>Successful completion of 24 months employment from appointment to Grade 2, <b>OR</b></li> <li>Assessment and competency in all Grade 1, 2 and 3 duties and responsibilities for the applicable laboratory.</li> </ol>
Duties and Responsibilities	<p>Grade 3 employees safely and competently perform work using initiative, discretion and judgement under minimal supervision whilst adhering to company policies and procedures. Indicative tasks and responsibilities may include all tasks and responsibilities listed in for Grade 1 to 2 employees in addition to the tasks listed below:</p> <p><u>General</u></p> <ul style="list-style-type: none"> <li>Provide support and on-the-job training to Grade 1 and 2 employees and vintage casual employees</li> <li>Provide support and assistance to other team members (i.e. assist with workplace activities, change overs, set up, troubleshooting, compliance with policies and procedures)</li> <li>Contribute to the development and review of departmental policies and procedures</li> <li>Assist in the delivery of training to Grade 1 and Grade 2 employees in departmental procedures and practices</li> <li>Support colleagues to follow safe work practices and adhere to safety policies and procedures</li> <li>Raising nonconformances, incidents, accidents and/or issues in the quality, safety or other systems</li> <li>Ensure information and changes are relayed to all relevant personnel</li> <li>Trouble shoot equipment and processes</li> </ul> <p><b>AND</b></p> <ul style="list-style-type: none"> <li>Filterability</li> <li>Advanced troubleshooting including equipment recalibrations and basic equipment maintenance</li> <li>Monitoring of laboratory consumables (where applicable)</li> <li>Ensure the integrity of results through monitoring of quality assurance systems</li> <li>Ascorbic Acid titrations [<b>Tintara only</b>]</li> <li>Analysis using Lyza [<b>Tintara only</b>]</li> </ul>
Essential Skills and Attributes	<p>Grade 3 employees will possess all the skills and attributes listed for Grade 1 and Grade 2 employee in addition to the following:</p> <ul style="list-style-type: none"> <li>Lend assistance and/or implement systems of work to ensure minimal loss of production time</li> <li>Ability to trouble shoot, make decisions and operate all equipment associated with the task with minimal supervision</li> </ul>
Qualifications	Nil
Training plan	<ul style="list-style-type: none"> <li>Onboarding / induction (HSE training) – where applicable</li> <li>Procedures covering duties and responsibilities expressed for Grade 3 and Grade 4.</li> </ul>

### GRADE 3.5 - LABORATORY

An employee will be appointed to Grade 3.5 in accordance with the requirements expressed in Clause 46.7 of this Agreement.

### GRADE 4 – LABORATORY

Appointment	<p>An employee will be appointed to Grade 4 based on successful application and completion of recruitment and selection process, <b>AND:</b></p> <ol style="list-style-type: none"> <li>1. Assessment and competency in procedures applicable to duties and responsibilities for Grade 1, 2, 3 and 4; <b>AND</b></li> <li>2. Successful completion of qualification and training requirements for Grade 4.</li> </ol> <p><b>Note:</b> Employees will be paid Grade 4 when undertaking clearance duties <b>[Berri Estates only]</b>.</p>
Duties and Responsibilities	<p>Grade 4 employees perform tasks of Grade 1 to Grade 3 employees in addition to the following:</p> <p><u>General</u></p> <ul style="list-style-type: none"> <li>• Provide support, mentoring and training to Grade 1 and 2, 3 employees / team members</li> <li>• Assist with development and monitoring of areas for continual improvement</li> <li>• Implement relevant safety, food safety, environment and HR policies and procedures</li> <li>• Maintain and manage records applicable to the work being undertaken</li> <li>• Ensure information and changes related to line changes are relayed to all relevant personnel</li> <li>• Co-ordinate with maintenance to overcome equipment faults</li> <li>• Assist with planning, delivery, assessment and evaluation of training</li> <li>• Demonstrated ability to lead and supervise others</li> <li>• Assist with planning and coordination of departmental activities</li> <li>• Assist in investigation of accidents, incidents and near miss events</li> <li>• Communicate with internal customers in accordance with company practices</li> </ul> <p><b>AND</b></p> <ul style="list-style-type: none"> <li>• Internal calibration of dispensing equipment (autoburettes, dispensers, autopipettes, balances, volumetric glassware)</li> <li>• Participate in method development and trialling/validating new equipment</li> <li>• Participate in risk assessment writing</li> <li>• Maintain and manage records (data entry including consideration of accuracy of results/rechecks, monitoring results from proficiency programmes)</li> <li>• Assist with chemical and SDS management processes and systems</li> <li>• Assist with ordering of laboratory consumables</li> <li>• Produce reports and documentation as required (incident investigation risk assessments)</li> </ul>
Essential Skills and Attributes	<p>Grade 4 employees will possess all the skills and attributes listed for Grade 1 to 3 employees in addition to the following:</p> <ul style="list-style-type: none"> <li>• Performs non-routine work</li> <li>• High level of analytical skills</li> </ul>
Qualifications	Certificate III in Laboratory Operations (optional)
Training plan	<ul style="list-style-type: none"> <li>• Onboarding / induction (HSE training) – where applicable</li> <li>• Procedures covering duties and responsibilities expressed for Grade 4</li> </ul>

## GRADE 4.5 – LABORATORY

Appointment	An employee will be appointed to Grade 4.5 based on successful application and completion of recruitment and selection process, <b>AND</b> : <ol style="list-style-type: none"> <li>1. Assessment and competency in procedures applicable to the duties and responsibilities for Grade 1, 2, 3, 4 and 4.5; <b>AND</b></li> <li>2. Successful completion of qualification and training requirements for Grade 4.5.</li> </ol>
Duties and Responsibilities	Grade 4.5 employees may perform tasks of Grade 1 to Grade 4 employees in addition to the following: <ul style="list-style-type: none"> <li>• planning, delivery, assessment and evaluation of training. Note: Grade 4.5 is payable only when the employee is performing duties associated with formal on the job training and / or assessment. Grade 4.5 will be paid in accordance with Clause 25 Higher Duties; <b>OR</b></li> <li>• act in the role of a Grade 5</li> </ul>
Essential Skills and Attributes	Grade 4 employees will possess all the skills and attributes listed for Grade 1 to 4 employees
Qualifications	Trainers and Assessors will have completed a minimum of an internal training and assessment course
Training plan	<ul style="list-style-type: none"> <li>• Onboarding / induction / HSE training (where applicable)</li> <li>• Procedures covering duties and responsibilities expressed for Grade 5, where invited.</li> <li>• Internal trainer and assessor course (Trainers and assessors only)</li> </ul>

## GRADE 5 – LABORATORY

Appointment	An employee will be appointed to Grade 5 based on successful application and completion of recruitment and selection process, <b>AND</b> : <ol style="list-style-type: none"> <li>1. Assessment and competency in procedures applicable to the duties and responsibilities for Grade 1, 2, 3, 4 and 5; <b>AND</b></li> <li>2. Successful completion of qualification and training requirements for Grade 5.</li> </ol>
Duties and Responsibilities	Grade 5 employees are responsible and accountable for their own work, the work of the employees they supervise and for the performance and productivity of the team. Indicative tasks and responsibilities may include all tasks and responsibilities listed for Grade 1 to 4.5 employees, in addition to the following: <ul style="list-style-type: none"> <li>• Promptly identify and resolve problems as they occur in consultation with internal customers</li> <li>• Communicate with internal customers in accordance with company practices</li> <li>• Produce reports and documentation as required (incident investigation, risk assessments, production reports, OEE / Downtime reporting)</li> <li>• Contribute to resolution of quality, food safety, and safety issues.</li> <li>• Assist in the production of capital expenditure proposals as required</li> <li>• Comply with, promote and ensure compliance of team members with applicable company policies, procedures and work practices associated with safety, quality, food safety, environment and employment.</li> <li>• Co-ordinate and undertake the review of departmental policies and procedures</li> <li>• Contribute to the planning, delivery, assessment and evaluation of on-the-job training</li> <li>• Provide on-the-job training ensuring employees have the skills required to perform their duties</li> <li>• Assist with the recruitment process</li> <li>• Provide recommendations for retention, rehiring and termination of vintage employees</li> </ul>

	<ul style="list-style-type: none"> <li>• Conduct department / line based inductions</li> <li>• Conduct team meetings / toolbox talks and encourage and facilitate employee participation</li> <li>• Assist with the recruitment process (i.e. interviews, feedback on employee performance and suitability)</li> <li>• Co-ordinate employees work and assist with development of rosters and leave planning</li> <li>• Undertake performance management to encourage compliance with safety, food safety, HR and departmental policies and procedures (i.e. the use of appropriate safety equipment, late attendance, etc.).</li> <li>• Escalate non-conformance with performance standards to management. [Note: Management will be responsible for delivery of verbal or written warnings.]</li> <li>• Performance management to encourage compliance with safety, food.</li> <li>• Co-ordinate with maintenance to overcome equipment faults</li> </ul>
Essential Skills and Attributes	<p>Grade 5 employees will possess all the skills and attributes listed for Grade 1 to 4 employees in addition to:</p> <ul style="list-style-type: none"> <li>• supervision and leadership skills to enable the employee to supervise or lead a work team</li> </ul>
Qualifications	<p>Successful completion and assessment in the duties and responsibilities associated with this Grade. This may include formal training in leadership, mentoring or supervision.</p> <p>An employee at this level may be required to undertake further training for the purpose of updating their skills and knowledge.</p>



## 63. PACKAGING

### GRADE 1 – PACKAGING

Appointment	An employee who has no previous industry experience.
Duties and Responsibilities	<p>Grade 1 employees perform work following written and verbal instructions under direct supervision whilst adhering to company policies and procedures. Indicative tasks and responsibilities may include tasks listed below:</p> <p><u>General</u></p> <ul style="list-style-type: none"> <li>• Follow written and verbal instructions</li> <li>• Compliance with company policies and procedures including but not limited to policies and procedures relating to safety, food safety, employment and behaviours (i.e. wearing PPE – hearing protection, glasses, safety footwear, etc.)</li> <li>• Compliance with personal hygiene standards and food safety policies and procedures (i.e. wearing hairnets, jewellery management, no false or painted fingernails, food and drink standards)</li> <li>• Share applicable workplace information with other employees, contractors and visitors</li> <li>• Maintain housekeeping and hygiene standards (rubbish removal, cleaning, handling and clean-up of broken glass)</li> <li>• Report hazards, accidents and incidents promptly and contribute to their resolution</li> <li>• Ensure problems are reported promptly and contribute to the resolution of such problems</li> </ul> <p><b>AND</b></p> <p><u>Packaging General</u></p> <ul style="list-style-type: none"> <li>• Basic machine operation (excluding change overs, troubleshooting or set up)</li> <li>• Decanting bottles / bags to recovery / IBC</li> <li>• Understand the shop floor work order packet (specifications)</li> <li>• Supply of dry goods (wires, hoods, cartons, label, casks) to the packing line from staging</li> <li>• Rework activities (i.e. putting bottles onto the line, hand labelling stickers onto cartons, replacement of dividers, restacking pallets)</li> <li>• Understanding basic quality parameters and performing basic line quality checks (i.e. weights)</li> <li>• Hand depalletizing</li> </ul> <p><u>Tirage</u></p> <p>In addition to the items listed above an employee working in the tirage area will undertake the following tasks:</p> <ul style="list-style-type: none"> <li>• Binning / debinning operations</li> <li>• Decant from bin</li> </ul> <p><u>Forklift operations</u></p> <p>An employees working in packaging who holds a forklift licence may undertake basic movement of dry / finished goods from place to place, including scanning into or out of production items such as glass in addition to the other duties referenced in this section.</p>
Essential Skills and Attributes	<p>Grade 1 employees will possess:</p> <ul style="list-style-type: none"> <li>• A demonstrated ability to acquire new skills applicable to the job role</li> <li>• Communication skills adequate to the duties to be performed and to support the acquisition of new skills</li> <li>• The ability to perform work in a safe and responsible manner</li> </ul>

	<ul style="list-style-type: none"> <li>• The ability to report problems as they arise</li> <li>• The ability to refer to and follow the standard operating procedures</li> </ul>
Qualifications	Nil
Training plan	<ul style="list-style-type: none"> <li>• Onboarding / induction / HSE training, <b>AND</b></li> <li>• Procedures covering duties and responsibilities expressed for Grade 1 and 2.</li> </ul>
Progression to Grade 2	<ol style="list-style-type: none"> <li>1. Successful completion of 12 months employment, <b>OR</b></li> <li>2. Assessment and competency in procedures associated with: <ul style="list-style-type: none"> <li>• All Grade 1 duties and responsibilities, <b>AND</b></li> <li>• 50% of Grade 2 duties and responsibilities within a single packaging sub department (i.e. cask, tirage, G1 or G2).</li> </ul> </li> </ol> <p>Notes:</p> <ul style="list-style-type: none"> <li>• An employee is not expected to be competent in tasks across multiple sub departments.</li> <li>• The lack of a forklift licence is not an impediment to progression to Grade 2.</li> </ul>

## GRADE 2 – PACKAGING

Appointment	<ol style="list-style-type: none"> <li>1. Successful completion of 12 months employment, <b>OR</b></li> <li>2. Assessment and competency in procedures associated with: <ul style="list-style-type: none"> <li>• All Grade 1 duties and responsibilities, <b>AND</b></li> <li>• 50% of Grade 2 duties and responsibilities within a single packaging sub department (i.e. cask, tirage, G1 or G2).</li> </ul> </li> </ol> <p>Notes:</p> <ul style="list-style-type: none"> <li>• An employee is not expected to be competent in tasks across multiple sub departments.</li> <li>• The lack of a forklift licence is not an impediment to progression to Grade 2.</li> </ul>
Duties and Responsibilities	<p>Grade 2 employees competently perform tasks as listed below while demonstrating a safe and responsible approach and requiring indirect supervision in the performance of those tasks. Indicative tasks and responsibilities may include all tasks listed for Grade 1 and those listed below:</p> <p><u>General</u></p> <ul style="list-style-type: none"> <li>• Provide support and on-the-job training to Grade 1 employees</li> <li>• Provide support and assistance to other team members</li> <li>• Complete appropriate records</li> </ul> <p><b>AND</b></p> <p><u>Glass lines (G1 or G2)</u></p> <ul style="list-style-type: none"> <li>• Depalletiser operations including set up, change over and troubleshooting on G1 OR G2 packaging line including understanding and operation of applicable inventory system, <b>OR</b></li> <li>• Box / carton erector operations including set up, change over and troubleshooting on G1 OR G2 packaging line.</li> <li>• Wirer operations on G2 (where applicable)</li> </ul> <p><u>Cask lines</u></p> <ul style="list-style-type: none"> <li>• Independent operation of all 3 cask lines from end to end including filler, cartoner, wrap around and palletiser including understanding and operation of Ignition system, <b>AND</b></li> <li>• Basic changeover of cartoner, wrapper and palletiser i.e. parts in and out following directions.</li> </ul>

	<p><u>Tirage line</u></p> <ul style="list-style-type: none"> <li>• Transfer line operations (i.e. transfer wine from tank to filler and reverse), and</li> <li>• Bottle washer operations, AND</li> <li>• Understanding of lot coding requirements and application of labels to pallets, AND</li> <li>• Diverter operations and changeover, AND</li> <li>• Filler operations and changeover, AND</li> <li>• Crown sealer operations and changeover.</li> </ul> <p><u>Forklift operations</u> Safe operation of a forklift including inventory management</p>
Essential Skills and Attributes	<p>Grade 2 employees will possess all of the skills and attributes listed for Grade 1 employees in addition to the following:</p> <ul style="list-style-type: none"> <li>• Demonstrated knowledge of departmental operations, policies, procedures and processes associated with the duties and responsibilities listed for Grade 1 and Grade 2 employees</li> <li>• Communication skills to clearly and effectively interact with other team members and to participate in team meetings</li> <li>• The ability to work autonomously and as part of a team and to aid other team members</li> <li>• The ability to solve basic problems / fault find or escalate problems where necessary and contribute positively to the resolution of these problems</li> </ul>
Qualifications	High Risk Work Licence (Forklift) (where applicable)
Training plan	<ul style="list-style-type: none"> <li>• Onboarding / induction / HSE training (where applicable), <b>AND</b></li> <li>• Procedures covering duties and responsibilities expressed for Grade 2 and Grade 3.</li> </ul>
Progression to Grade 3	<ol style="list-style-type: none"> <li>1. Successful completion of 24 months employment from appointment to Grade 2, <b>OR</b></li> <li>2. Assessment and competency in procedures associated with: <ul style="list-style-type: none"> <li>• all Grade 1 duties and responsibilities (refer notes), <b>AND</b></li> <li>• at least 50% of Grade 2 duties and responsibilities for a single subdepartment within packaging, <b>AND</b></li> <li>• at least 50% of all Grade 3 duties and responsibilities for a single subdepartment within packaging.</li> </ul> </li> </ol> <p>Notes:</p> <ul style="list-style-type: none"> <li>• An inability to operate a forklift due to a legal impediment (i.e. loss of driver's licence) will not obstruct the ability of an employee to progress to Grade 3.</li> <li>• Competency / or lack thereof in winer operations on G2 will not impede the ability of an employee to progress to Grade 3.</li> </ul>

### GRADE 3 – PACKAGING

Appointment	<ol style="list-style-type: none"> <li>1. Successful completion of 24 months employment from appointment to Grade 2, <b>OR</b></li> <li>2. Assessment and competency in: <ul style="list-style-type: none"> <li>• all Grade 1 duties and responsibilities (refer notes), <b>AND</b></li> <li>• at least 50% of Grade 2 duties and responsibilities for a single subdepartment within packaging, <b>AND</b></li> <li>• at least 50% of all Grade 3 duties and responsibilities for a single subdepartment within packaging.</li> </ul> </li> </ol> <p>Notes:</p>
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	<ul style="list-style-type: none"> <li>• An inability to operate a forklift due to a legal impediment (i.e. loss of driver's licence) will not obstruct the ability of an employee to progress to Grade 3.</li> <li>• Competency / or lack thereof in wiper operations on G2 will not impede the ability of an employee to progress to Grade 3.</li> </ul>
Duties and Responsibilities	<p>Grade 3 employees safely and competently perform work using initiative, discretion and judgement under general supervision whilst adhering to company policies and procedures. Indicative tasks and responsibilities may include all tasks and responsibilities listed in for Grade 1 to 2 employees in addition to the tasks listed below:</p> <p><u>General</u></p> <ul style="list-style-type: none"> <li>• able to work autonomously</li> <li>• Provide support and on-the-job training to Grade 1 and 2 employees</li> <li>• Provide support and assistance to other team members (i.e. assist with workplace activities, change overs, set up, troubleshooting, compliance with policies and procedures)</li> <li>• Contribute to the development and review of departmental policies and procedures</li> <li>• Assist in the delivery of training to Grade 1 and Grade 2 employees in departmental procedures and practices</li> <li>• Raising nonconformances, incidents, accidents and/or issues in the quality, safety or other systems</li> </ul> <p><b>AND</b></p> <p><u>Glass lines</u></p> <ul style="list-style-type: none"> <li>• labeller operation, setup, changeover, and troubleshooting; <b>OR</b></li> <li>• packer / palletiser / stretch wrapper / top sealer operation, setup, changeover, and troubleshooting including understanding and operation of Ignition system.</li> <li>• hooder operation, setup, changeover, and troubleshooting (where applicable)</li> </ul> <p><u>Cask lines</u></p> <ul style="list-style-type: none"> <li>• cartoner / wrap around palletiser operation, setup, changeover, and troubleshooting, independently / autonomously</li> <li>• make adjustments, independently / autonomously, to all cask line equipment to ensure efficient line operations and adherence to quality requirement (i.e. adjustments to cask or carton formation)</li> </ul> <p><u>Tirage line</u></p> <ul style="list-style-type: none"> <li>• filler operation, setup, changeover, and troubleshooting including connecting with Ignition</li> <li>• operation of robot in de-binning and binning</li> </ul>
Essential Skills and Attributes	<p>Grade 3 employees will possess all of the skills and attributes listed for Grade 1 and Grade 2 employees in addition to the following:</p> <ul style="list-style-type: none"> <li>• Lend assistance and/or implement systems of work to ensure minimal loss of production time</li> <li>• Ability to trouble shoot, make decisions and operate equipment associated with the task / activity with limited supervision</li> </ul>
Qualifications	<p>High Risk Work Licence (Forklift) (optional) Certificate II in Wine Industry Operations (optional)</p>
Training plan	<ul style="list-style-type: none"> <li>• Onboarding / induction / HSE training (where applicable), <b>AND</b></li> <li>• Procedures covering duties and responsibilities expressed for Grade 3, and, by invitation only, training in procedures covering duties and responsibilities expressed for Grade 4.</li> </ul>

**GRADE 3.5 - PACKAGING**

An employee will be appointed to Grade 3.5 in accordance with the requirements expressed in Clause 46.7 of this Agreement.

**GRADE 4 – PACKAGING**

<p>Appointment</p>	<p>An employee will be appointed to Grade 4 based on successful application and completion of recruitment and selection process, <b>AND</b>:</p> <ol style="list-style-type: none"> <li>1. Assessment and competency in procedures applicable to the duties and responsibilities for Grade 1, 2, 3 and 4; <b>AND</b></li> <li>2. Successful completion of qualification and training requirements for Grade 4; <b>OR</b></li> <li>3. In compliance with requirements expressed in Clause 46.7 of this Agreement.</li> </ol>
<p>Duties and Responsibilities</p>	<p>Grade 4 employees perform tasks of Grade 1 to Grade 3 employees in addition to the following:</p> <p><u>General</u></p> <ul style="list-style-type: none"> <li>• provide support to Grade 1 and 2, 3 employees and team members</li> <li>• provide training to Grade 1, 2 and 3 employees</li> <li>• assist with development and monitoring of areas for continual improvement</li> <li>• implement relevant safety, food safety, environment and HR policies and procedures</li> <li>• input and maintain records applicable to the work being undertaken</li> <li>• ensure information and changes related to processes and production are relayed to all relevant personnel</li> <li>• co-ordinate with maintenance to overcome equipment faults</li> <li>• preparation of hot water tank and caustic tank</li> <li>• sample collection</li> <li>• on-line quality monitoring i.e. CO<sub>2</sub> testing</li> <li>• assist with changing caustic and citric acid IBC's</li> <li>• velcorin set up, change over and troubleshooting (where applicable)</li> <li>• water filter changes</li> <li>• assist with policy and procedure reviews applicable to the tasks being undertaken.</li> <li>• assist with risk assessments and workplace safety investigations</li> </ul> <p><b>AND at least one of the following:</b></p> <p><u>Glass / Cask</u></p> <p>Filler operations – working autonomously to undertake the following tasks</p> <ul style="list-style-type: none"> <li>• sanitising and sterilising (filler and filter trains)</li> <li>• caustic washing</li> <li>• setup, operations, change over and troubleshooting</li> <li>• assist with filter changes</li> <li>• wine delivery</li> <li>• cold washing of filler and filters</li> <li>• cleaning</li> <li>• fault finding filters and notification of Grade 5 when faulting occurs</li> </ul> <p><u>Tirage</u></p> <ul style="list-style-type: none"> <li>• control of the production including dry goods, equipment and process,</li> <li>• basic supervision and direction of employees and labour hire workers excluding workflow planning, staffing requirements or leave management. Supervisor allowance is not payable to employees in this area.</li> </ul>

	<ul style="list-style-type: none"> <li>• sanitising (filling equipment)</li> <li>• caustic washing</li> <li>• setup, operations, change over and troubleshooting all equipment associated with the tirage area</li> <li>• assist with filter changes</li> <li>• wine delivery</li> <li>• cold washing of filler</li> <li>• cleaning</li> <li>• fault finding across all equipment and notification of Shift Manager when faulting occurs</li> </ul> <p><u>Cask – EOL Operator</u></p> <ul style="list-style-type: none"> <li>• collection of staged dry goods, presentation to the line and scan to work order</li> <li>• return of unused dry goods to staging area</li> <li>• wine loss controls</li> <li>• reconciliation of scrap / waste</li> <li>• using Scale and JDE systems</li> <li>• observation and rectification of finished goods quality issues</li> <li>• operations of wrapper</li> <li>• management of ignition issues on palletiser</li> <li>• control and ensure adequate stocks and supplies to cask lines including stocktakes and upload of data to systems</li> <li>• provide support to Grade 1 and 2, 3 employees and team members</li> <li>• provide training to Grade 1, 2 and 3 employees</li> <li>• assist with development and monitoring of areas for continual improvement</li> <li>• implement relevant safety, food safety, environment and HR policies and procedures</li> <li>• input and maintain records applicable to the work being undertaken</li> <li>• ensure information and changes related to processes and production are relayed to all relevant personnel</li> <li>• co-ordinate with maintenance to overcome equipment faults</li> <li>• assist with policy and procedure reviews applicable to the tasks being undertaken.</li> <li>• assist with risk assessments and workplace safety investigations</li> </ul>
Essential Skills and Attributes	Grade 4 employees will possess all the skills and attributes listed for Grade 1 to 3 employees in addition to the following: <ul style="list-style-type: none"> <li>• Performs non-routine tasks</li> </ul>
Qualifications	Certificate III in Wine Industry Operations (optional)
Training plan	<ul style="list-style-type: none"> <li>• Onboarding / induction / HSE training (where applicable), <b>AND</b></li> <li>• By invitation, assessment and competency in procedures applicable to the duties and responsibilities expressed for Grade 4, 4.5 and 5.</li> </ul>

**GRADE 4.5 - PACKAGING**

Appointment	An employee will be appointed to Grade 4.5 based on successful application and completion of recruitment and selection process, <b>AND</b> : <ol style="list-style-type: none"> <li>1. Assessment and competency in procedures applicable to the duties and responsibilities for Grade 1, 2, 3, 4 and 4.5; <b>AND</b></li> <li>2. Successful completion of qualification and training requirements for Grade 4.5.</li> </ol>
Duties and Responsibilities	Grade 4.5 employees perform tasks of Grade 1 to Grade 4 employees in addition to the following: <p><u>Line Operations</u></p>

	<ul style="list-style-type: none"> <li>• Knowledge and ability to operate all equipment associated one or more packaging lines (G1, G2, Cask).</li> <li>• Comply with and promote safety, quality, food safety, environment and HR policies and procedures</li> <li>• Control and manage adequate stocks and supplies (i.e. consumables – ink, pens, etc.)</li> <li>• Stocktakes of consumables (i.e. velcorin, oxy powder)</li> <li>• Assist in co-ordination and completion of the review of departmental policies and procedures</li> <li>• Ensure employee compliance with applicable company policies and procedures</li> <li>• Support the Grade 5 to ensure all equipment is appropriately maintained and operating</li> <li>• Assist with produce reports and documentation as required (incident investigation, risk assessments, production reports, OEE / Downtime reporting)</li> <li>• Assist with contribute to resolution of quality, food safety, and safety issues.</li> </ul> <p><u>Trainer and Assessor</u></p> <ul style="list-style-type: none"> <li>• Planning, delivery, assessment and evaluation of training</li> <li>• Note: Grade 4.5 is payable only when the employee is performing duties associated with formal on the job training and / or assessment. Grade 4.5 will be paid in accordance with Clause 25 Higher Duties.</li> </ul>
Essential Skills and Attributes	Grade 4.5 employees will possess all the skills and attributes listed for Grade 1 to 4 employees in addition to the following:
	<ul style="list-style-type: none"> <li>• Knowledge of a specialised process or processes</li> </ul>
Qualifications	<ul style="list-style-type: none"> <li>• Certificate III in Wine Industry Operations</li> <li>• Internal trainer and assessor course (Trainers and assessors only)</li> </ul>
Training plan	<ul style="list-style-type: none"> <li>• Onboarding / induction / HSE training (where applicable)</li> <li>• Procedures covering duties and responsibilities expressed for Grade 5, where invited.</li> <li>• Internal trainer and assessor course (Trainers and assessors only)</li> </ul>

#### GRADE 5 – PACKAGING

Appointment	An employee will be appointed to Grade 5 based on successful application and completion of recruitment and selection process, <b>AND</b> : <ol style="list-style-type: none"> <li>1. Assessment and competency in procedures applicable to the duties and responsibilities for Grade 1, 2, 3, 4 and 5; <b>AND</b></li> <li>2. Successful completion of qualification and training requirements for Grade 5.</li> </ol>
Duties and Responsibilities	Grade 5 employees are responsible and accountable for their own work, the work of the employees they supervise and for the performance and productivity of the team. Indicative tasks and responsibilities may include all tasks and responsibilities listed for Grade 1 to 4.5 employees, in addition to the following: <p><u>General</u></p> <ul style="list-style-type: none"> <li>• Promptly identify and resolve problems as they occur in consultation with internal customers</li> <li>• Communicate with internal customers in accordance with company practices</li> <li>• Produce reports and documentation as required (incident investigation, risk assessments, production reports, OEE / Downtime reporting)</li> <li>• Contribute to resolution of quality, food safety, and safety issues.</li> </ul>

	<ul style="list-style-type: none"> <li>• Assist in the production of capital expenditure proposals as required</li> <li>• Comply with, promote and ensure compliance of team members with applicable company policies, procedures and work practices associated with safety, quality, food safety, environment and employment.</li> <li>• Co-ordinate and undertake the review of departmental policies and procedures</li> <li>• Contribute to the planning, delivery, assessment and evaluation of on-the-job training</li> <li>• Provide on-the-job training ensuring employees have the skills required to perform their duties</li> <li>• Assist with the recruitment process</li> <li>• Provide recommendations for retention, rehiring and termination of vintage employees</li> <li>• Conduct department / line based inductions</li> <li>• Conduct team meetings / toolbox talks and encourage and facilitate employee participation</li> <li>• Assist with the recruitment process (i.e. interviews, feedback on employee performance and suitability)</li> <li>• Co-ordinate employees work and assist with development of rosters and leave planning</li> <li>• Undertake performance management to encourage compliance with safety, food safety, HR and departmental policies and procedures (i.e. the use of appropriate safety equipment, late attendance, etc.).</li> <li>• Escalate non-conformance with performance standards to management. [Note: Management will be responsible for delivery of verbal or written warnings.]</li> <li>• Performance management to encourage compliance with safety, food.</li> <li>• Co-ordinate with maintenance to overcome equipment faults</li> </ul> <p><b>AND</b></p> <ul style="list-style-type: none"> <li>• Control, knowledge and ability to operate all equipment associated with the running of either G1, G2 or cask packaging lines.</li> <li>• Control and supervision of people associated with the production lines G1, G2 or cask lines</li> <li>• Management of quality parameters – bottles, labels, compliance with specifications</li> <li>• Communication with stakeholders (i.e. winemaking, lab)</li> <li>• Control and manage adequate stocks and supplies (i.e. consumables – ink, pens, etc.)</li> <li>• Ensure all equipment is appropriately maintained and operating</li> <li>• Stocktakes of consumables (i.e. velcorin, oxy powder)</li> </ul>
Essential Skills and Attributes	<p>Grade 5 employees will possess all the skills and attributes listed for Grade 1 to 4 employees in addition to:</p> <ul style="list-style-type: none"> <li>• supervision and leadership skills to enable the employee to supervise or lead a work team</li> </ul>
Qualifications	<p>Successful completion and assessment in the duties and responsibilities associated with this Grade. This may include formal training in leadership, mentoring or supervision.</p> <p>An employee at this level may be required to undertake further training for the purpose of updating their skills and knowledge.</p>



## 64. VINEYARD

### GRADE 1 – VINEYARD

Appointment	An employee who has no previous industry experience.
Duties and Responsibilities	<p>Grade 1 employees perform work following written and verbal instructions under direct supervision whilst adhering to company policies and procedures. Indicative tasks and responsibilities may include tasks listed below:</p> <p><u>General</u></p> <ul style="list-style-type: none"> <li>• Follow written and verbal instructions</li> <li>• Compliance with company policies and procedures including but not limited to policies and procedures relating to safety, food safety, employment and behaviours (i.e. wearing PPE – hearing protection, glasses, safety footwear, etc.)</li> <li>• Compliance with personal hygiene standards and food safety policies and procedures</li> <li>• Share applicable workplace information with other employees, contractors and visitors</li> <li>• Maintain housekeeping and hygiene standards</li> <li>• Report hazards, accidents and incidents promptly and contribute to their resolution</li> <li>• Ensure problems are reported promptly and contribute to the resolution of such problems</li> </ul> <p><b>AND</b></p> <ul style="list-style-type: none"> <li>• Use of hand tools</li> <li>• Pre-start equipment checks</li> <li>• ATV operations</li> <li>• Basic tractor operator (i.e. slashing broadacre areas)</li> <li>• Basic irrigation repairs and maintenance (run out irrigation lines, install joiners etc)</li> <li>• Flushing irrigation lines</li> <li>• Minor trellis repairs and maintenance i.e. wire repair, clips etc.</li> <li>• Wire lifting</li> <li>• Hand harvesting</li> <li>• Grounds maintenance (i.e. lawn mower, whipper snipper)</li> <li>• Planting</li> <li>• Vine training – under supervision</li> <li>• Desuckering</li> <li>• Sample collection for grape maturity</li> </ul>
Essential Skills and Attributes	<p>Grade 1 employees will possess:</p> <ul style="list-style-type: none"> <li>• A demonstrated ability to acquire new skills applicable to the job role</li> <li>• Communication skills adequate to the duties to be performed and to support the acquisition of new skills</li> <li>• The ability to perform work in a safe and responsible manner</li> <li>• The ability to report problems as they arise</li> <li>• The ability to refer to and follow the standard operating procedures</li> </ul>
Qualifications	Driver's licence
Training plan	<ul style="list-style-type: none"> <li>• Onboarding / induction / HSE training, <b>AND</b></li> <li>• Procedures covering duties and responsibilities for Grade 1 and Grade 2.</li> </ul>
Progression to Grade 2	<ol style="list-style-type: none"> <li>1. Successful completion of 12 months employment, <b>OR</b></li> <li>2. Assessment and competency in procedures associated with all Grade 1 and Grade 2 duties and responsibilities applicable to the specific vineyard.</li> </ol>

## GRADE 2 – VINEYARD

Appointment	<ol style="list-style-type: none"> <li>1. Successful completion of 12 months employment, <b>OR</b></li> <li>2. Assessment and competency in procedures associated with all Grade 1 and Grade 2 duties and responsibilities applicable to the specific vineyard.</li> </ol>
Duties and Responsibilities	<p>Grade 2 employees perform tasks as listed below while demonstrating a safe and responsible approach and requiring limited supervision in the performance of those tasks. Indicative tasks and responsibilities may include all tasks listed for Grade 1 and those listed below:</p> <p><u>General</u></p> <ul style="list-style-type: none"> <li>• Provide support and on-the-job training to Grade 1 employees</li> <li>• Provide support and assistance to other team members</li> <li>• Maintain and complete appropriate records (i.e. irrigation, spraying)</li> </ul> <p><b>AND</b></p> <ul style="list-style-type: none"> <li>• Operation of manual or electric and pneumatic pruning / crimping equipment</li> <li>• Summer trimming (mechanical)</li> <li>• Shoot / bunch thinning (by hand)</li> <li>• Vine training independently</li> <li>• Slashing between rows</li> <li>• Machine harvesting operations (tow-behind equipment)</li> <li>• Chainsaw operations</li> <li>• Forklift operations</li> <li>• Rotary hoe / mulcher operations</li> <li>• Cultivator operations</li> <li>• Safe handling of chemicals</li> <li>• Spot spraying with herbicides</li> <li>• Assist with viticultural analysis (i.e. yield estimates, yield and maturity data entry, spray diary data entry, vineyard mapping)</li> <li>• Assist with compliance and audit requirements</li> <li>• Complete pest and disease monitoring</li> <li>• Enter data into vineyard management systems</li> <li>• Road running (i.e. moving equipment between vineyards)</li> </ul>
Essential Skills and Attributes	<p>Grade 2 employees will possess:</p> <ul style="list-style-type: none"> <li>• Demonstrated knowledge of departmental operations, policies, procedures and processes associated with the duties and responsibilities listed for Grade 1 and Grade 2 employees</li> <li>• Communication skills to clearly and effectively interact with other team members and to participate in team meetings</li> <li>• The ability to work autonomously and as part of a team and to aid other team members</li> <li>• The ability to solve basic problems / fault find or escalate problems where necessary and contribute positively to the resolution of these problems</li> </ul>
Qualifications	<ul style="list-style-type: none"> <li>• Drivers licence (C class)</li> <li>• MR33A Restricted Licence to Operate Special Purpose Vehicles (where applicable)</li> <li>• Chemical handling certificate (ChemCert)</li> <li>• High risk work licence (forklift)</li> <li>• Chainsaw training certificate</li> </ul>
Training plan	<ul style="list-style-type: none"> <li>• Onboarding / induction / HSE training (where applicable), <b>AND</b></li> <li>• Procedures covering duties and responsibilities expressed for Grade 2 and Grade 3.</li> </ul>
Progression to Grade 3	<ol style="list-style-type: none"> <li>1. Successful completion of 24 months employment from appointment to Grade 2, <b>OR</b></li> </ol>

	2. Assessment and competency in procedures applicable to Grade 1, 2 and 3 duties and responsibilities applicable to the specific vineyard.
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### GRADE 3 – VINEYARD

Appointment	<ol style="list-style-type: none"> <li>1. Successful completion of 24 months employment from appointment to Grade 2, <b>OR</b></li> <li>2. Assessment and competency in procedures applicable to Grade 1, 2 and 3 duties and responsibilities.</li> </ol>
Duties and Responsibilities	<p>Grade 3 employees safely perform specialised work using initiative, discretion and judgement under general supervision whilst adhering to company policies and procedures. Indicative tasks and responsibilities may include all tasks and responsibilities listed in for Grade 1 to 2 employees in addition to the 3 of tasks listed below:</p> <p><u>General</u></p> <ul style="list-style-type: none"> <li>• Provide support, mentoring and on-the-job training to Grade 1 and 2 employees</li> <li>• Provide support and assistance to other team members</li> <li>• Contribute to the development and review of departmental policies and procedures</li> <li>• Raising nonconformances, incidents, accidents and/or issues in the quality, safety or other systems</li> </ul> <p><b>AND</b></p> <ul style="list-style-type: none"> <li>• Supporting mainlines repairs</li> <li>• Operating excavator / bobcat / grader / front end loader</li> <li>• Operation of manual and automated irrigation systems</li> <li>• Operation of fertigation systems including calibration</li> <li>• Spreading of fertilisers / compost including calibration</li> <li>• Spray operations for weed control</li> <li>• Canopy spraying</li> <li>• Canopy management (mechanical pruning)</li> <li>• Bin chaser / tote bin / gondola operators</li> <li>• Self-propelled harvester operations (where licenced)</li> <li>• Trellis installation and repairs (post &amp; strainer replacement / installation)</li> <li>• Operation of cane sweepers</li> <li>• Operation of under vine cultivator</li> <li>• Operation of under vine mowers</li> </ul>
Essential Skills and Attributes	<p>Grade 3 employees will possess all of the skills and attributes listed for Grade 1 and Grade 2 employee in addition to the following:</p> <ul style="list-style-type: none"> <li>• Lend assistance and/or implement systems of work to ensure minimal loss of production time</li> <li>• Ability to trouble shoot, make decisions and operate equipment associated with the task / activity with limited supervision</li> </ul>
Qualifications	MR licence (for self-propelled harvester operations)
Training plan	<ul style="list-style-type: none"> <li>• Onboarding / induction / HSE training (where applicable), AND</li> <li>• Procedures covering duties and responsibilities expressed for Grade 3, and, by invitation only, training in procedures covering duties and responsibilities expressed for Grade 4.</li> </ul>

### GRADE 3.5 - VINEYARD

An employee will be appointed to Grade 3.5 in accordance with the requirements expressed in Clause 46.7 of this Agreement.

## GRADE 4 – VINEYARD

Appointment	An employee will be appointed to Grade 4 based on successful application and completion of recruitment and selection process, <b>AND</b> : <ol style="list-style-type: none"> <li>1. Assessment and competency in procedures applicable to the duties and responsibilities for Grade 1, 2, 3 and 4; <b>AND</b></li> <li>2. Successful completion of qualification and training requirements for Grade 4, <b>OR</b></li> <li>3. In compliance with requirements expressed in Clause 46.7 of this Agreement.</li> </ol>
Duties and Responsibilities	Grade 4 employees perform tasks of Grade 1 to Grade 3 employees without supervision, in addition to the following: <u>General</u> <ul style="list-style-type: none"> <li>• Assist to lead, mentor and develop the skills and knowledge of the team</li> <li>• Assist with development and monitoring of areas for continual improvement</li> <li>• Assist with the implementation of relevant safety, food safety, environment and HR policies and procedures</li> <li>• Assist with investigation and management of accidents, incidents and near miss events</li> <li>• Assist with planning, delivery, assessment and evaluation of training</li> <li>• Contribute to prompt reporting of problems and resolution of such problems</li> <li>• Contribute to the development and review of departmental policies and procedures</li> <li>• Support colleagues to follow safe work practices and adhere to safety policies and procedures</li> </ul> <b>AND</b> <ul style="list-style-type: none"> <li>• Coordinating mainline repairs (consideration of pressure release etc)</li> <li>• Scheduling and management of automated irrigation systems</li> <li>• Scheduling and management of fertigation systems</li> <li>• Specialised maintenance (replacement and repairs of parts i.e. slasher blades, seals, pump removal etc.)</li> <li>• Operation of Klima cane pruner</li> <li>• Grape maturity assessment management</li> </ul>
Essential Skills and Attributes	Grade 4 employees will possess all the skills and attributes listed for Grade 1 to 3 employees in addition to the following: <ul style="list-style-type: none"> <li>• supervision and leadership skills to enable the employee to supervise or lead a work team</li> <li>• performs non-routine tasks</li> </ul>
Qualifications	No additional qualifications required
Training plan	<ul style="list-style-type: none"> <li>• Onboarding / induction / HSE training (where applicable)</li> </ul>

## GRADE 4.5

Appointment	By appointment only subject to vacancy and business needs and successful completion of Qualifications / Training or competency assessment for appointment to Grade 4.5
Duties and Responsibilities	Grade 4.5 employees may perform tasks of Grade 1 to Grade 4 employees in addition to the following: <ul style="list-style-type: none"> <li>• Supervision of machine or manual harvesting operations, people, documentation and communications with stakeholders</li> </ul>
Essential Skills and Attributes	Grade 4 employees will possess all the skills and attributes listed for Grade 1 to 4 employees

## 65. WAREHOUSE AND SUPPLY

### GRADE 1 – WAREHOUSE AND SUPPLY

Appointment	An employee who has no previous industry experience.
Duties and Responsibilities	<p>Grade 1 employees perform work following written and verbal instructions under direct supervision whilst adhering to company policies and procedures. Indicative tasks and responsibilities may include tasks listed below:</p> <p><u>General</u></p> <ul style="list-style-type: none"> <li>• Follow written and verbal instructions</li> <li>• Compliance with company policies and procedures including but not limited to policies and procedures relating to safety, food safety, employment and behaviours (i.e. wearing PPE – hearing protection, glasses, safety footwear, etc.)</li> <li>• Compliance with personal hygiene standards and food safety policies and procedures (i.e. food and drink standards)</li> <li>• Share applicable workplace information with other employees, contractors and visitors</li> <li>• Maintain housekeeping and hygiene standards (rubbish removal, cleaning, handling and clean-up of broken glass)</li> <li>• Report hazards, accidents and incidents promptly and contribute to their resolution</li> <li>• Ensure issues are reported promptly and contribute to the resolution of such issues</li> </ul> <p><b>AND</b></p> <ul style="list-style-type: none"> <li>• Basic forklift operation (pre-start checks, transfer of pallets across locations including from racking)</li> <li>• Be able to undertake High Reach forklift training</li> <li>• Basic understanding and competency in case picking.</li> <li>• RF transaction (bar code scanning)</li> <li>• Unloading trucks under supervision</li> </ul>
Essential Skills and Attributes	<p>Grade 1 employees will possess:</p> <ul style="list-style-type: none"> <li>• A demonstrated ability to acquire new skills applicable to the job role</li> <li>• Communication skills adequate to the duties to be performed and to support the acquisition of new skills</li> <li>• The ability to perform work in a safe and responsible manner</li> <li>• The ability to report problems as they arise</li> <li>• The ability to refer to and follow the standard operating procedures</li> </ul>
Qualifications	High risk work licence (Forklift)
Training plan	<ul style="list-style-type: none"> <li>• Onboarding / induction / HSE training <b>AND</b></li> <li>• Procedures covering duties and responsibilities expressed for Grade 1 and 2.</li> </ul>
Progression to Grade 2	<ol style="list-style-type: none"> <li>1. Successful completion of 12 months employment, <b>OR</b></li> <li>2. Assessment and competency in procedures associated with Grade 1 and Grade 2 duties and responsibilities.</li> </ol>

### GRADE 2 – WAREHOUSE AND SUPPLY

Appointment	<ol style="list-style-type: none"> <li>1. Successful completion of 12 months employment, <b>OR</b></li> <li>2. Assessment and competency in procedures associated with Grade 1 and Grade 2 duties and responsibilities.</li> </ol>
Duties and Responsibilities	Grade 2 employees perform tasks as listed below while demonstrating a safe and responsible approach and requiring limited supervision in the performance of those tasks. Indicative tasks and responsibilities may include all tasks listed for Grade 1 and those listed below:

	<p><b>General</b></p> <ul style="list-style-type: none"> <li>• Provide support and on-the-job training to Grade 1 employees</li> <li>• Provide support and assistance to other team members</li> <li>• Complete appropriate records</li> </ul> <p><b>AND</b></p> <ul style="list-style-type: none"> <li>• Picking and process orders</li> <li>• Replenishments</li> <li>• Scan and stage to WO</li> <li>• Return dry goods from WO</li> <li>• Receiving process including unloading trucks and pallet counts</li> <li>• Receiving to purchase order under supervision</li> <li>• Basics load building of simple orders (i.e. multiple pallets, single customers)</li> <li>• Loading trucks under supervision</li> <li>• Creating a pallet plan for a load</li> <li>• Completion of load paperwork</li> <li>• RF scanner operations linked to load building and tracking, user interface basic controls and search functions</li> <li>• Basic use and understanding of WMS and AGV Manage (i.e. IT a pallet from one location to another, basic AVG awareness, soft stop and danger zones)</li> <li>• Basic use and understanding of TMS</li> <li>• High reach forklift operations with minimal supervision</li> <li>• Ability to work under supervision across all areas (dry goods, finished goods and tirage).</li> <li>• Stock control (cycle counts, reworks)</li> <li>• Reporting non-conforming products or QA issues.</li> </ul>
Essential Skills and Attributes	<p>Grade 2 employees will possess:</p> <ul style="list-style-type: none"> <li>• Demonstrated knowledge of departmental operations, policies, procedures and processes associated with the duties and responsibilities listed for Grade 1 and Grade 2 employees</li> <li>• Communication skills to clearly and effectively interact with other team members and to participate in team meetings</li> <li>• The ability to work autonomously and as part of a team and to aid other team members</li> <li>• The ability to solve basic problems / fault find or escalate problems where necessary and contribute positively to the resolution of these problems</li> </ul>
Qualifications	High Risk Work Licence (Forklift)
Training plan	<ul style="list-style-type: none"> <li>• Onboarding / induction / HSE training (where applicable), <b>AND</b></li> <li>• Procedures covering duties and responsibilities expressed for Grade 2 and Grade 3.</li> </ul>
Progression to Grade 3	<ol style="list-style-type: none"> <li>1. Successful completion of 24 months employment from appointment to Grade 2, <b>OR</b></li> <li>2. Assessment and competency in procedures associated with: <ul style="list-style-type: none"> <li>• all Grade 1 duties and responsibilities, <b>AND</b></li> <li>• at least 80% of all Grade 2 duties and responsibilities, <b>AND</b></li> <li>• at least 75% of all Grade 3 duties and responsibilities.</li> </ul> </li> </ol>

**GRADE 3 – WAREHOUSE AND SUPPLY**

Appointment	<ol style="list-style-type: none"> <li>1. Successful completion of 24 months employment from appointment to Grade 2, <b>OR</b></li> <li>2. Assessment and competency in procedures associated with: <ul style="list-style-type: none"> <li>• all Grade 1 duties and responsibilities, <b>AND</b></li> </ul> </li> </ol>
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	<ul style="list-style-type: none"> <li>• at least 80% of all Grade 2 duties and responsibilities, <b>AND</b></li> <li>• at least 75% of all Grade 3 duties and responsibilities.</li> </ul>
Duties and Responsibilities	<p>Grade 3 employees safely perform specialised work using initiative, discretion and judgement under unsupervised whilst adhering to company policies and procedures. Indicative tasks and responsibilities may include all tasks and responsibilities listed in for Grade 1 to 2 employees in addition to the tasks listed below:</p> <p><u>General</u></p> <ul style="list-style-type: none"> <li>• able to work autonomously</li> <li>• Provide support and on-the-job training to Grade 1 and 2 employees</li> <li>• Provide support and assistance to other team members (i.e. assist with workplace activities, troubleshooting, compliance with policies and procedures)</li> <li>• Contribute to the development and review of departmental policies and procedures</li> <li>• Raising nonconformances, incidents, accidents and/or issues in the quality, safety or other systems</li> <li>• Support colleagues to follow safe work practices and adhere to safety policies and procedures</li> </ul> <p><b>AND</b></p> <ul style="list-style-type: none"> <li>• Receiving to purchase order autonomously</li> <li>• Receiving of incoming goods including checking and input into the system.</li> <li>• Scan and stage to work orders</li> <li>• Return dry goods from work orders</li> <li>• Loading trucks (complex load builds, checking loads against order)</li> <li>• Advanced use of WMS and AGV Manage (i.e. incoming into racks, pallet transfer between racks, scale)</li> <li>• AGV awareness training (verify resets, manual mode management, error rectification, manage on the floor, basic trouble shooting)</li> <li>• Understand and identify product movements in WMS/AVG systems</li> <li>• Advance use of TMS</li> <li>• High reach forklift operations autonomously</li> <li>• Ability to work with minimal supervision across all areas (dry goods, finished goods and tirage).</li> <li>• Stock control (investigation of stock discrepancies, trouble shooting)</li> <li>• Load building and inventory checks of tirage stock</li> </ul>
Essential Skills and Attributes	<p>Grade 3 employees will possess all of the skills and attributes listed for Grade 1 and Grade 2 employee in addition to the following:</p> <ul style="list-style-type: none"> <li>• Lend assistance and/or implement systems of work to ensure minimal loss of production time</li> <li>• Ability to trouble shoot, make decisions and operate equipment associated with the task / activity with limited supervision</li> </ul>
Qualifications	<p>High Risk Work Licence (Forklift) Certificate II in Wine Industry Operations (optional)</p>
Training plan	<ul style="list-style-type: none"> <li>• Onboarding / induction / HSE training (where applicable), <b>AND</b></li> <li>• Procedures covering duties and responsibilities expressed for Grade 3, and, by invitation only, training in procedures covering duties and responsibilities expressed for Grade 4.</li> </ul>

### GRADE 3.5 – WAREHOUSE AND SUPPLY

An employee will be appointed to Grade 3.5 in accordance with the requirements expressed in Clause 46.7 of this Agreement.

#### GRADE 4 – WAREHOUSE AND SUPPLY

Appointment	An employee will be appointed to Grade 4 based on successful application and completion of recruitment and selection process, <b>AND</b> : <ol style="list-style-type: none"> <li>1. Assessment and competency in procedures applicable to the duties and responsibilities for Grade 1, 2, 3 and 4; <b>AND</b></li> <li>2. Successful completion of qualification and training requirements for Grade 4; <b>OR</b></li> <li>3. In compliance with requirements expressed in Clause 46.7 of this Agreement.</li> </ol>
Duties and Responsibilities	Grade 4 employees perform tasks of Grade 1 to Grade 3 employees in addition to the following: <u>General</u> <ul style="list-style-type: none"> <li>• Provide support to Grade 1 and 2, 3 employees and team members</li> <li>• Provide training to Grade 1, 2 and 3 employees</li> <li>• Assist with development and monitoring of areas for continual improvement</li> <li>• Implement relevant safety, food safety, environment and HR policies and procedures</li> <li>• Maintain and manage records applicable to the work being undertaken</li> <li>• Ensure information and changes related to processes and production are relayed to all relevant personnel</li> <li>• Co-ordinate with maintenance to overcome equipment faults</li> </ul> <b>AND</b> <ul style="list-style-type: none"> <li>• AGV manage – block lanes, manage systems,</li> <li>• Ability to work proficiently across all areas (dry goods, finished goods and tirage).</li> <li>• Inventory management (AGV Manage, WMS, JDE – advanced skills, investigation</li> <li>• On the job training and mentoring of grade 1, 2 &amp; 3 employees</li> </ul>
Essential Skills and Attributes	Grade 4 employees will possess all the skills and attributes listed for Grade 1 to 3 employees in addition to the following: <ul style="list-style-type: none"> <li>• Performs non-routine tasks</li> </ul>
Qualifications	Certificate III in Warehousing Operations (optional)
Training plan	<ul style="list-style-type: none"> <li>• Onboarding / induction / HSE training (where applicable), <b>AND</b></li> <li>• By invitation, assessment and competency in procedures applicable to the duties and responsibilities expressed for Grade 4, 4.5 and 5.</li> </ul>

#### GRADE 4.5 – WAREHOUSE AND SUPPLY

Appointment	An employee will be appointed to Grade 4.5 based on successful application and completion of recruitment and selection process, <b>AND</b> : <ol style="list-style-type: none"> <li>1. Assessment and competency in procedures applicable to the duties and responsibilities for Grade 1, 2, 3, 4 and 4.5; <b>AND</b></li> <li>2. Successful completion of qualification and training requirements for Grade 4.5.</li> </ol>
Duties and Responsibilities	Grade 4.5 employees perform tasks of Grade 1 to Grade 4 employees in addition to the following: <u>Trainer and Assessor</u> <ul style="list-style-type: none"> <li>• Planning, delivery, assessment and evaluation of training</li> <li>• Note: Grade 4.5 is payable only when the employee is performing duties associated with formal on the job training and / or assessment. Grade 4.5 will be paid in accordance with Clause 25 Higher Duties.</li> </ul>
Essential Skills and Attributes	Grade 4.5 employees will possess all the skills and attributes listed for Grade 1 to 4 employees in addition to the following: <ul style="list-style-type: none"> <li>• Knowledge of a specialised process or processes</li> </ul>



Qualifications	Internal trainer and assessor course (Trainers and assessors only)
Training plan	<ul style="list-style-type: none"> <li>• Onboarding / induction / HSE training (where applicable)</li> <li>• Procedures covering duties and responsibilities expressed for Grade 5, where invited.</li> <li>• Trainer and assessor course (Trainers and assessors only)</li> </ul>

**GRADE 5 – WAREHOUSE AND SUPPLY**

Appointment	<p>An employee will be appointed to Grade 5 based on successful application and completion of recruitment and selection process, <b>AND</b>:</p> <ol style="list-style-type: none"> <li>1. Assessment and competency in procedures applicable to the duties and responsibilities for Grade 1, 2, 3, 4 and 5; <b>AND</b></li> <li>2. Successful completion of qualification and training requirements for Grade 5.</li> </ol>
Duties and Responsibilities	<p>Grade 5 employees are responsible and accountable for their own work, the work of the employees they supervise and for the performance and productivity of the team. Indicative tasks and responsibilities may include all tasks and responsibilities listed for Grade 1 to 4 employees, in addition to the following:</p> <ul style="list-style-type: none"> <li>• Promptly identify and resolve problems as they occur in consultation with internal customers</li> <li>• Communicate with internal customers in accordance with company practices</li> <li>• Produce reports and documentation as required (incident investigation, risk assessments, production reports, OEE / Downtime reporting)</li> <li>• Contribute to resolution of quality, food safety, and safety issues.</li> <li>• Assist in the production of capital expenditure proposals as required</li> <li>• Comply with, promote and ensure compliance of team members with applicable company policies, procedures and work practices associated with safety, quality, food safety, environment and employment.</li> <li>• Co-ordinate and undertake the review of departmental policies and procedures</li> <li>• Contribute to the planning, delivery, assessment and evaluation of on-the-job training</li> <li>• Provide on-the-job training ensuring employees have the skills required to perform their duties</li> <li>• Assist with the recruitment process</li> <li>• Provide recommendations for retention, rehiring and termination of vintage employees</li> <li>• Conduct department / line based inductions</li> <li>• Conduct team meetings / toolbox talks and encourage and facilitate employee participation</li> <li>• Assist with the recruitment process (i.e. interviews, feedback on employee performance and suitability)</li> <li>• Co-ordinate employees work and assist with development of rosters and leave planning</li> <li>• Undertake performance management to encourage compliance with safety, food safety, HR and departmental policies and procedures (i.e. the use of appropriate safety equipment, late attendance, etc.).</li> <li>• Escalate non-conformance with performance standards to management. [Note: Management will be responsible for delivery of verbal or written warnings.]</li> <li>• Performance management to encourage compliance with safety, food.</li> <li>• Co-ordinate with maintenance to overcome equipment faults</li> </ul>

Essential Skills and Attributes	<p>Grade 5 employees will possess all the skills and attributes listed for Grade 1 to 4 employees in addition to:</p> <ul style="list-style-type: none"> <li>• supervision and leadership skills to enable the employee to supervise or lead a work team</li> </ul>
Qualifications	<p>Successful completion and assessment in the duties and responsibilities associated with this Grade. This may include formal training in leadership, mentoring or supervision.</p> <p>An employee at this level may be required to undertake further training for the purpose of updating their skills and knowledge.</p>

## 66. WASTEWATER, WOODLOT AND GARDENING

### GRADE 1

Appointment	An employee who has no previous industry experience.
Duties and Responsibilities	<p>Grade 1 employees perform work following written and verbal instructions under direct supervision whilst adhering to company policies and procedures. Indicative tasks and responsibilities may include tasks listed below:</p> <p><u>General</u></p> <ul style="list-style-type: none"> <li>• Follow written and verbal instructions</li> <li>• Compliance with company policies and procedures including but not limited to policies and procedures relating to safety, food safety, employment and behaviours (i.e. wearing PPE – hearing protection, glasses, safety footwear, etc.)</li> <li>• Share applicable workplace information with other employees, contractors and visitors</li> <li>• Maintain housekeeping and hygiene standards (rubbish removal, cleaning)</li> <li>• Report hazards, accidents and incidents promptly and contribute to their resolution</li> <li>• Ensure problems are reported promptly and contribute to the resolution of such problems</li> </ul> <p><b>AND</b></p> <ul style="list-style-type: none"> <li>• Hand pruning</li> <li>• Hand pulling weeds</li> <li>• Planting trees and shrubs</li> <li>• Application of fertiliser</li> <li>• Safe operation of basic powered equipment (i.e. lawn mower, whipper snipper, hedge trimmer, blower)</li> <li>• Basic maintenance of powered equipment (re-fuelling, charging, cleaning, greasing)</li> <li>• Basic irrigation installation including running out irrigation pipe, installing joiners, drippers and sprinklers (excluding solenoids, computerised timers etc.)</li> <li>• General maintenance of pathways and property</li> </ul>
Essential Skills and Attributes	<p>Grade 1 employees will possess:</p> <ul style="list-style-type: none"> <li>• A demonstrated ability to acquire new skills applicable to the job role</li> <li>• Communication skills adequate to the duties to be performed and to support the acquisition of new skills</li> <li>• The ability to perform work in a safe and responsible manner</li> <li>• The ability to report problems as they arise</li> <li>• The ability to refer to and follow the standard operating procedures</li> </ul>
Qualifications	<p>Drivers licence High risk work licence (forklift)</p>
Training plan	<ul style="list-style-type: none"> <li>• Onboarding / induction / HSE training, <b>AND</b></li> <li>• Procedures covering duties and responsibilities expressed for Grade 1 and 2.</li> </ul>
Progression to Grade 2	<ol style="list-style-type: none"> <li>1. Successful completion of 12 months employment, <b>OR</b></li> <li>2. Assessment and competency in procedures associated with Grade 1 and Grade 2 duties and responsibilities.</li> </ol>

### GRADE 2

Appointment	<ol style="list-style-type: none"> <li>1. Successful completion of 12 months employment, <b>OR</b></li> <li>2. Assessment and competency in procedures associated with Grade 1 and Grade 2 duties and responsibilities.</li> </ol>
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Duties and Responsibilities	Grade 2 employees competently perform tasks as listed below while demonstrating a safe and responsible approach and requiring indirect supervision in the performance of those tasks. Indicative tasks and responsibilities may include all tasks listed for Grade 1 and those listed below:
	<p><u>General</u></p> <ul style="list-style-type: none"> <li>• Provide support and on-the-job training to Grade 1 employees</li> <li>• Provide support and assistance to other team members</li> <li>• Complete appropriate records</li> </ul> <p><b>AND</b></p> <ul style="list-style-type: none"> <li>• Spraying weeds including calibration of spray equipment, measure and dispensing chemicals for backpack spray units</li> <li>• Safe operation and advance powered equipment (i.e. ride on lawn mower, chainsaw operation)</li> <li>• Routine repairs and maintenance to powered equipment (i.e. blade replacement)</li> <li>• Minor tree lopping</li> <li>• Minor landscape construction</li> <li>• Irrigation installation including solenoids, computerised timers etc.,</li> <li>• Monitoring and maintaining irrigation</li> <li>• Minor paving installation and maintenance</li> </ul>
Essential Skills and Attributes	Grade 2 employees will possess all of the skills and attributes listed for Grade 1 employees in addition to the following:
	<ul style="list-style-type: none"> <li>• Demonstrated knowledge of departmental operations, policies, procedures and processes associated with the duties and responsibilities listed for Grade 1 and Grade 2 employees</li> <li>• Communication skills to clearly and effectively interact with other team members and to participate in team meetings</li> <li>• The ability to work autonomously and as part of a team and to aid other team members</li> <li>• The ability to solve basic problems / fault find or escalate problems where necessary and contribute positively to the resolution of these problems</li> </ul>
Qualifications	<p>Drivers licence</p> <p>High Risk Work Licence (Forklift)</p> <p>ChemCert (Chemical handling certificate)</p> <p>Chainsaw certificate</p>
Training plan	<ul style="list-style-type: none"> <li>• Onboarding / induction / HSE training (where applicable), <b>AND</b></li> <li>• Procedures covering duties and responsibilities expressed for Grade 2 and Grade 3.</li> </ul>
Progression to Grade 3	<ol style="list-style-type: none"> <li>1. Successful completion of 24 months employment from appointment to Grade 2, <b>OR</b></li> <li>2. Assessment and competency in procedures associated with all Grade 1, 2 and 3 duties and responsibilities.</li> </ol>

### GRADE 3

Appointment	<ol style="list-style-type: none"> <li>1. Successful completion of 24 months employment from appointment to Grade 2, <b>OR</b></li> <li>2. Assessment and competency in procedures associated with all Grade 1, 2 and 3 duties and responsibilities.</li> </ol>
Duties and Responsibilities	Grade 3 employees safely perform specialised work using initiative, discretion and judgement under general supervision whilst adhering to company policies and procedures. Indicative tasks and responsibilities may include all tasks and responsibilities listed in for Grade 1 to 2 employees in addition to the tasks listed below:

	<p><b>General</b></p> <ul style="list-style-type: none"> <li>• Assist in the delivery of training to Grade 1 and Grade 2 employees in departmental procedures and practices</li> <li>• Contribute to the development and review of departmental policies and procedures</li> <li>• Ensure information and changes are relayed to all relevant personnel</li> <li>• Support colleagues to follow safe work practices and adhere to safety policies and procedures</li> <li>• Trouble shoot equipment and processes</li> </ul> <p><b>AND</b></p> <p><b>Waste water &amp; Woodlot [Berri Estates only]</b></p> <ul style="list-style-type: none"> <li>• operation and maintenance of the wastewater and woodlot infrastructure</li> <li>• Assist with implementation of water management controls to ensure compliance with licensing and statutory requirements, quality control standards, safety and environmental legislation and EPA requirements.</li> <li>• Monitor and respond to alarms during work hours. Clearing alarms where possible or taking steps to resolve an issue.</li> <li>• Complete daily tasks as directed</li> <li>• Carry out manual tasks as required</li> <li>• Carry out a range of housekeeping duties to maintain wastewater and woodlot areas in appropriate condition</li> <li>• Take action to reduce plant equipment downtime</li> <li>• Participate in shift rotations to meet operational demands during vintage</li> <li>• Undertake woodlot monitoring</li> <li>• Maintain and operate woodlot irrigation system</li> <li>• Maintain woodlot grounds and fencing</li> <li>• Undertake weed control and rotary hoeing</li> <li>• Removal of fallen trees</li> <li>• Safe operation and general maintenance of equipment including loader, tractor and chainsaw</li> </ul>
Essential Skills and Attributes	<p>Grade 3 employees will possess all of the skills and attributes listed for Grade 1 and Grade 2 employee in addition to the following:</p> <ul style="list-style-type: none"> <li>• Lend assistance and/or implement systems of work to ensure minimal loss of production time</li> <li>• Ability to troubleshoot, make decisions and operate all equipment associated with the task with limited supervision</li> </ul>
Qualifications	<p>Loader licence Chemsafe certificate</p>
Training plan	<ul style="list-style-type: none"> <li>• Onboarding / induction (HSE training) – where applicable</li> <li>• Procedures covering duties and responsibilities expressed for Grade 3, and, by invitation only, training in procedures covering duties and responsibilities expressed for Grade 4.</li> </ul>

**GRADE 3.5**

An employee will be appointed to Grade 3.5 in accordance with the requirements expressed in Clause 46.7 of this Agreement.

**GRADE 4**

Appointment	<p>An employee will be appointed to Grade 4 based on successful application and completion of recruitment and selection process, <b>AND:</b> Assessment and competency in procedures applicable to the duties and responsibilities for Grade 1, 2, 3 and 4; <b>AND</b></p>
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	<ol style="list-style-type: none"> <li>1. Successful completion of qualification and training requirements for Grade 4; <b>OR</b></li> <li>2. In compliance with requirements expressed in Clause 46.7 of this Agreement.</li> </ol>
Duties and Responsibilities	<p>Grade 4 employees perform tasks of Grade 1 to Grade 3 employees in addition to the following:</p> <p><u>General</u></p> <ul style="list-style-type: none"> <li>• Provide support to Grade 1 and 2, 3 employees / team members</li> <li>• Provide training to Grade 1, 2 and 3 employees</li> <li>• Assist with development and monitoring of areas for continual improvement</li> <li>• Implement relevant safety, food safety, environment and HR policies and procedures</li> <li>• Maintain and manage records applicable to the work being undertaken</li> <li>• Ensure information and changes related to line changes are relayed to all relevant personnel</li> <li>• Co-ordinate with maintenance to overcome equipment faults</li> <li>• Assist with workflow planning</li> <li>• Assist with planning, delivery, assessment and evaluation of training</li> <li>• Demonstrated ability to lead and supervise others</li> </ul> <p><b>AND</b></p> <p><u>Waste water &amp; Woodlot [Berri Estates only]</u></p> <ul style="list-style-type: none"> <li>• Interpretation of data and implementations of adjustments to process based on the data</li> <li>• Inspection and confirmation of despatch of wastewater to offsite facilities is within specifications</li> <li>• Full knowledge of woodlot operations</li> <li>• Scheduling wastewater dispersement across the woodlot</li> </ul>
Essential Skills and Attributes	<p>Grade 4 employees will possess all the skills and attributes listed for Grade 1 to 3 employees in addition to the following:</p> <ul style="list-style-type: none"> <li>• Performs non-routine work</li> </ul>
Qualifications	No additional requirements
Training plan	Trainers and Assessors will have completed a minimum of an internal training and assessment course

#### GRADE 4.5

Appointment	<p>An employee will be appointed to Grade 4.5 based on successful application and completion of recruitment and selection process, <b>AND</b>:</p> <ol style="list-style-type: none"> <li>1. Assessment and competency in procedures applicable to the duties and responsibilities for Grade 1, 2, 3, 4 and 4.5; <b>AND</b></li> <li>2. Successful completion of qualification and training requirements for Grade 4.5.</li> </ol>
Duties and Responsibilities	<p>Grade 4.5 employees perform tasks of Grade 1 to Grade 4 employees in addition to the following:</p> <p><u>Waste water leading hand [Berri Estates only]</u></p> <ul style="list-style-type: none"> <li>• lead the operation and maintenance of the wastewater and woodlot infrastructure.</li> <li>• Efficiently and effectively supervise wastewater, woodlot and gardening employees, resources and infrastructure to ensure effective wastewater treatment, woodlot irrigation and site presentation.</li> <li>• Implement water management controls to ensure compliance with licensing and statutory requirements, quality control standards, safety and environmental legislation and EPA requirements.</li> <li>• Assist in resolving after hours alarms / breakdowns</li> </ul>



	<ul style="list-style-type: none"> <li>• Provide technical advice and liaise with specialists within the wastewater industry.</li> <li>• lead repairs and maintenance work with the internal maintenance team and contractors to maintain assets to ensure optimum working order.</li> <li>• Lead, direct and guide employees to achieve enhanced performance and development, maintain a safe work environment and assist in achieving the team’s goals and objectives.</li> <li>• Ensure effective daily tasks and monitoring of the treatment facility are undertaken.</li> <li>• Ensure Company and compliance reporting and documented is completed in accordance with scheduled requirements</li> <li>• Ensure spares parts and consumables are managed and maintained at the appropriate levels.</li> <li>• Member of the Site HACCP Committee.</li> <li>• Ensure efficient and effective performance of direct reports meets business requirements.</li> </ul> <p><u>Trainer and Assessor</u>  Planning, delivery, assessment and evaluation of training  Note: Grade 4.5 is payable only when the employee is performing duties associated with formal on the job training and / or assessment. Grade 4.5 will be paid in accordance with Clause 25 Higher Duties.</p>
Essential Skills and Attributes	Grade 4.5 employees will possess all the skills and attributes listed for Grade 1 to 4 employees in addition to the following:
	<ul style="list-style-type: none"> <li>• Knowledge of a specialised process or processes</li> </ul>
Qualifications	Trainers and Assessors will have completed a minimum of an internal training and assessment course
Training plan	<ul style="list-style-type: none"> <li>• Onboarding / induction / HSE training (where applicable)</li> <li>• Procedures covering duties and responsibilities expressed for Grade 5, where invited.</li> <li>• Internal Trainer and assessor course (Trainers and assessors only)</li> </ul>

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**PART K SIGNATORIES**

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Signed for and on behalf of Accolade Wines Australia Ltd

Name: GIUSEPPE RUSSO  
Authority to sign: DIRECTOR  
Address: L10/10 FRANKLIN ST. ADELAIDE  
Signature:   
Date signed: 25 NOVEMBER 2024  
In the presence of (Name): KELLIE BALDWIN  
Signature: 

Signed for and on behalf of employees – United Workers Union

Name: Mel Gatfield  
Authority to sign: Director  
Address: 37 Greek Street, Glebe NSW 2037  
Signature:   
Date signed: 25/11/2024  
In the presence of (Name): Jenny Burgoyne  
Signature: 