

**SIMPLOT AUSTRALIA PTY LIMITED – PAKENHAM SITE (PRODUCTION
EMPLOYEES) ENTERPRISE AGREEMENT 2018**

PART A – APPLICATION AND OPERATION

1. TITLE

This Enterprise Agreement shall be known as the Simplot Australia Pty Limited - Pakenham Site (Production Employees) Enterprise Agreement 2018.

2. ARRANGEMENT

This Enterprise Agreement is arranged as follows:

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3. AGREEMENT COVERAGE

In this Agreement:

"Company" means Simplot Australia Pty Limited trading as Simplot Australia.

"Union" means Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union.

"Employees" means employees who are employed at the Company's establishment at Racecourse Road Pakenham in classifications or occupations that are covered by the Food, Beverage and Tobacco Manufacturing Award 2010 as amended, and who are eligible for membership of the union, whether members of the union or not.

This Agreement covers the Company, the union and the employees.

4. DATE AND PERIOD OF OPERATION

This Agreement shall commence 7 days after its approval by the Fair Work Commission and will continue until the nominal expiry date of 30 June 2020.

5. RELATIONSHIP TO PARENT AWARD

- 5.1 This Agreement shall be read wholly in conjunction with the Food, Beverage and Tobacco Manufacturing Award 2010 (hereinafter called "the Award"). Where there is any inconsistency between the terms of this Agreement and the terms of the Award, the terms of this Agreement shall take precedence.
- 5.2 Subject to 5.1, the terms of the Award shall be incorporated as terms of this Agreement.
- 5.3 Existing over award payments and agreed conditions of employment shall continue to apply unless varied by this agreement, varied by negotiations and subsequent agreement between the parties or varied as provided in Clause 9 Consultation and Productivity Improvements.
- 5.4 An employee commencing his or her employment with the Company after the date from which this Agreement comes into operation shall be employed in accordance with the terms of this Agreement.

PART B – CONSULTATION, WORKPLACE FLEXIBILITY AND DISPUTE RESOLUTION

6. DISPUTE SETTLEMENT PROCEDURE

Dispute Resolution Process

In order to allow for the sensible and efficient resolution of grievances and disputes the parties to this Agreement commit that work shall continue normally whilst grievances and disputes are processed and resolved in accordance with steps one to five under this procedure. Provided that where the dispute/grievance involves a genuine imminent risk to health or safety the work shall not proceed until it is safe to do so.

The parties commit to abiding by the following guidelines:

Step 1

If employee(s) have a grievance they should speak to their immediate Team leader. The employee(s) may, if they choose, have another person(s), including a shop steward(s) and/or union official(s), represent or assist them in these discussions.

Step 2

If the matter is not resolved then it should be submitted to the appropriate Production / Engineering Manager, who shall investigate the matter in order to resolve it. The employee(s) may, if they choose, have another person(s), including a shop steward(s) and/or a union official(s), represent or assist them in these discussions. The Department Manager shall respond as soon as is practicable.

Step 3

If the matter is still not resolved it should then be brought to the attention of the Factory Manager and nominated Company employed representative. The employee(s) may, if they choose, have another person(s), including a shop steward(s) and/or a union official(s), represent or assist them in these discussions. The Company shall respond to the grievance as soon as practicable.

Step 4

If the matter remains unresolved the parties may, jointly or individually, refer it to Fair Work Commission (FWC) for conciliation.

Step 5

If conciliation fails to resolve a dispute, FWC is empowered to settle disputes, by way of arbitration:

- about any matters arising under the Agreement; and
- in relation to the National Employment Standards.

FWC may only arbitrate other matters if the parties agree to binding arbitration.

Powers Given to Fair Work Commission

When arbitration takes place pursuant to step 5, FWC shall exercise the procedural powers in relation to hearings, witnesses, evidence and submissions which it considers are necessary to make the arbitration effective.

Employee Assistance

Where the employee chooses to be assisted by another person, that other employee will, subject to obtaining their supervisors' consent (which will not be unreasonably withheld) be provided with reasonable time off during working hours without loss of pay to provide reasonable assistance to the employee.

Accelerated Procedure

The parties to the dispute may seek to commence the procedure at Step 3. This accelerated process shall be limited to disputes and grievances where the matters involved are of such significance to justify the Parties taking the matter straight to Step 3.

Work to Continue as Normal

While the steps to resolving a dispute are being followed the status quo will prevail. The status quo means the situation existing immediately prior to the issue in dispute arising. Nothing in this clause shall operate to the prejudice of an employee's health and safety.

Affect of the Dispute Settlement Procedure on the Implementation of a 'Trial' or 'Process of Change' implementation.

Nothing in this clause shall stop implementation of a trial or change being processed under Clause 9 of this Agreement.

For the purposes of Clause 9, of this Agreement "Consultation and Productivity Improvements", the following shall apply concerning defining custom and practice at the workplace:

Prior to a trial commencing, custom and practice shall be defined as the pre-trial (established) arrangements.

During a trial, custom and practice shall be defined as the terms of the trial.

After a trial, custom and practice shall be defined as the pre-trial arrangements unless agreement is reached under Clause 9.

7. CONSULTATIVE COMMITTEE

7.1 Employee Representatives

To facilitate effective communication between site management and employees employee representatives will be elected by the workforce covered by this Agreement. These representatives will ordinarily represent all employees working in different areas and shifts at the site.

One of the key roles of the consultative committee is to work with site management to identify productivity and other improvements including the formal review of performance indicators as detailed in clause 21.

The parties agree to continue with a consultative committee to assist the parties improve productivity, efficiency and to provide for the effective involvement of employees.

7.2 CONSULTATIVE MECHANISMS:

The Employee Representatives and Site Management shall meet as required to investigate, discuss, and make recommendations on matters including but not limited to:

- a) Introduction of new technology
- b) Changes to work Organisation
- c) Expansion and investment
- d) Quality
- e) Productivity improvement (including a review of factory indicators as per clause 21)
- f) New management practices

7.3 Employee representatives on the committee will have adequate time and access to the employees they represent:

- a) Prior to the committee meetings to prepare for agenda items;
- b) Following committee meetings to report back, when necessary, on issues discussed.

7.4 Committee members will be provided with relevant information pertaining to the subject matter in order to assist the consultative process, except where the Company is unable to do so for privacy or confidentiality reasons.

8. INTRODUCTION OF CHANGE

Consultation

8.1 Company's duty to notify

- a) Where the Company has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the Company shall notify the employees who may be affected by the proposed changes and their union.
- b) "Significant effects" include termination of employment, major changes in the composition, operation or size of the Company workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs. Provided that where this Agreement makes provisions for alterations of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.

8.2 Company's duty to discuss change

- a) The Company shall discuss with the employees affected and/or their union, inter alia, the introduction of the changes referred to in paragraph 8.1 (a) hereof, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees in relation to the changes.
- b) The discussions with employees affected and/or their union shall commence as early as practicable after the activities referred to in paragraph 8.1 (a) hereof.

8.3 Consultation about changes to rosters or hours of work

(a) Where a Company proposes to change an employee's regular roster or ordinary hours of work, the Company must consult with the employee or employees affected and their representatives, if any, about the proposed change.

(b) The Company must:

(i) provide to the employee or employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the employee's regular roster or ordinary hours of work and when that change is proposed to commence);

(ii) invite the employee or employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and

(iii) give consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and/or their representatives.

(c) The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.

(d) These provisions are to be read in conjunction with other award provisions concerning the scheduling of work and notice requirements.

9. CONSULTATION AND PRODUCTIVITY IMPROVEMENTS

9.1 Consultative measures currently operating at the Factory shall continue and shall be used to maintain continuing cooperation between the parties to achieve improved productivity of manufacturing, and related operations.

9.2 To provide a process for change the following provisions shall apply.

a) Where an issue is raised by the Company, employee, or the union as part of continuous productivity improvement, consultation shall take place as follows.

i. The changes shall be explained to all affected employees including details of how the change or changes will work and how they will improve or alter productivity including output, waste, cost, etc.

ii. Employees will have their input and any alterations or alteration considered.

iii. Appropriate union representatives shall be involved in this consultative process.

iv. The changes will not reduce an employee's average ordinary weekly wages exclusive of any shift allowance.

9.3 Where agreement is reached on the proposed changes, they will be implemented as soon as practicable.

9.4 Subject to 9.2 a) i, ii and iii, if agreement cannot be reached to implement the changes, agreement will not be withheld to undertake a trial provided the proposed changes are not prohibited by the Agreement. The process of implementation of the trial will be;

a) Consultation with affected employees and their representatives will be undertaken.

- b) The trial period will commence as soon as practicable after the expiry of two working weeks from the date on which the productivity improvement is first raised and will continue until sufficient information is available to make a valid assessment.
 - c) A time period for the trial will be negotiated and agreed to, including the commencement date. Agreement will not be unreasonably withheld.
 - d) At the end of the trial period a review will be undertaken with all involved employees to examine the results of the trial.
 - e) During the trial period, the changes will not reduce an employee's average ordinary weekly wages inclusive of any shift allowance.
- 9.5 It is recognised that a trial having a direct impact on all employees may not normally be capable of immediate implementation, but shall not take longer than four working weeks to implement. The implementation will be without prejudice to the employee's right to oppose the changes. The consultative process will continue while the trial continues.
- 9.6 For the changes to continue to be implemented after the trial:
- a) Subject to the sub clause 9.6 b) below, the majority of the employees affected by the change at the factory must genuinely agree to the change.
 - b) The employees or employer shall not unreasonably withhold agreement. Additionally, it is agreed that it would be unreasonable for the employees or employer to withhold agreement to a change if the other party had the unilateral right to implement the change under the other provisions of this Agreement (other provisions are the rest of the Agreement excluding this clause).
- 9.7 Either party may take the issue to Fair Work Commission at any stage after the Issue is raised.
- 9.8 Where an occupational health and safety issue is raised, it shall be processed in accordance with the applicable Occupational Health and Safety legislation.
- 9.9 Where an employee has personal difficulties arising from a productivity improvement those difficulties will be promptly investigated and the employee will have recourse to the Disputes Resolution Procedure as outlined in this agreement.

10. WORKPLACE FLEXIBILITY

- 10.1 An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
- (a) the agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
 - (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned In paragraph(a); and
 - (c) the arrangement is genuinely agreed to by the employer and employee.
- 10.2 The employer must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the Fair Work Act 2009; and
 - (b) are not unlawful terms under section 194 of the Fair Work Act 2009; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.

- 10.3 The employer must ensure that the individual flexibility arrangement:
- (a) is in writing; and
 - (b) includes the name of the employer and employee; and
 - (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (d) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (e) states the day on which the arrangement commences.
- 10.4 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 10.5 The employer or employee may terminate the individual flexibility arrangement:
- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the employer and employee agree in writing - at any time.

PART C – TYPES OF EMPLOYMENT AND RELATED MATTERS

11. CASUAL EMPLOYMENT

The parties recognise that fluctuations in the number of workers required on any shift vary due to many factors. It is the intent of the Company to maintain the existing flexibility in the use casual employment to cover peaks due to variations in demand for labour.

- 11.1 Casual employment shall not be used to displace full time employment including overtime.
- 11.2 Full time employees shall have preference for A Grade work taking into account availability and skills.
- 11.3 Casual employment will not exceed 20% of the full time work force on anyone day. Any increase beyond this would require consultation and agreement between the parties.
- 11.4 Casual employment shall be provided with a minimum of four hours' work.
- 11.5 Work shall be distributed evenly among the casual crew such as on a rotating basis taking into account availability and skill.
- 11.6 A system of recording casual usage shall be established and the parties shall regularly review casual employment in respect of the Company and employee needs.
- 11.7 Where practicable, the business will utilise permanent employees for overtime ahead of non-permanent labour, subject to skills and operational requirements.

12. REDUNDANCY

12.1 CONSULTATION AND PROCESS

- 12.1.1 Wherever possible, the Company shall endeavour to minimise the need for redundancies by utilising natural attrition and alternative employment before voluntary redundancies are sought.
- 12.1.2 Where redundancies are necessary, the employees directly affected will receive the first opportunity to accept a voluntary redundancy package. Where there are more volunteers than redundancies, employees with longer service will have preference in accessing a package. This will be subject to the Company retaining skills necessary to meet its business requirements.

12.2 REDUNDANT EMPLOYEES

- 12.2.1 Where a decision is taken that a job currently being done at a factory is not to be done by anyone that job will become redundant.
- 12.2.2 Where the employment of any employees to whom this Agreement applies is terminated as a consequence of jobs being made redundant a redundancy benefit shall become payable to permanent employees of the Company.
- 12.2.3 A redundancy benefit shall not become payable in the following circumstances.
- a) Where an employee is dismissed for any reason other than redundancy
 - b) Where an employee leaves of his/her own accord prior to the Company nominated date of termination.

12.3 REDUNDANCY BENEFIT

- 12.3.1 Each employee shall be entitled to a payment equal to three weeks ordinary pay as a severance payment (see definition of "ordinary pay" in clause 12.4).
- 12.3.2 Each employee shall also receive a service payment which shall be calculated as follows:
- a) A redundant employee with 3 years' Service or less will be paid on termination 3 weeks ordinary pay for each year of service or part thereof.
 - b) A redundant employee with more than 3 years' service will be paid 4 weeks ordinary pay for each year of service or part thereof.
 - c) An age allowance will apply to the above payments as follows:
 - i. 45 years of age, to 49 years of age - an additional 5%.
 - ii. 50 years of age, to 54 years of age - an additional 10%
 - iii. 55 years of age, to 59 years of age - an additional 15%
 - iv. 60 years of age and above - an additional 20%
- 12.3.3 Years of service will be calculated with any part year treated as a whole year.
- 12.3.4 Where an employee has had a break in service, years of service will be calculated on actual service deemed to be continuous with the current period of service according to the Long Service Leave Act and the applicable agreement.

12.4 ORDINARY PAY

- 12.4.1 In this Agreement, "ordinary pay" means the remuneration for the employee's normal weekly number of hours of work calculated at the ordinary time rate of pay at the time of receiving notice of their redundancy, including shift penalties.
- 12.4.2 The calculation of the shift penalties will be as follows:
- a) For the employee on a fixed shift it would be the appropriate shift penalties.

- b) In cases where the employee has worked shift within the past twelve (12) months but on the date of termination is not working shift and therefore not in receipt of shift penalties the calculation is to consider the period of time that shift was worked within the past twelve (12) months on a pro rata basis.

12.5 LEAVE

12.5.1 Employees shall receive payment of accrued annual leave entitlements.

12.5.2 Each employee shall receive annual leave loading, or for shift workers their average earnings excluding overtime, on all annual leave both accrued and pro rata on termination.

12.6 LONG SERVICE LEAVE

Redundant employees shall receive a proportionate payment which shall commence after one (1) year of continuous employment.

12.7 SICK LEAVE

Employees made redundant shall receive payment of accrued sick leave at their ordinary rate.

13. JOB SHARE

Job sharing is an employee initiated arrangement where two part time employees (the job sharers) can share a full time job. The aim of job sharing is to provide a more flexible approach to work practices to assist employees to address family commitments or work/life balance including transition to retirement. It is not the intention of this provision to increase or decrease the employer's costs or responsibilities or to increase the number of precarious jobs. Job sharing can only be accessed by two full time permanent employees. The Company must agree to the arrangement.

The combined hours worked by the job share employees shall be the same as those worked by a full time employee. The combination of hours and the roster worked shall be agreed in writing at the commencement of the job share arrangement. A copy of the arrangement shall be kept on each employees personnel file. Any changes agreed to the job share arrangement shall be committed to writing and kept on the job sharers personnel file. Any disputes in relations to the agreed hours will be adjudicated in reference to the latest roster on the job shares personnel file. Annual leave, RDOs, public holidays and sick days shall be distributed proportionately to each job sharer in the same ratio as the hours per week are worked. Long service leave shall be accrued and taken in accordance with the provisions of this Agreement. Employees considering a job share arrangement will be advised by the employers of any adverse effects on their long service leave entitlements prior to making a decision. Employees will be given the opportunity of taking accrued long service leave prior to reducing their hours or may elect to partition the amount of long service leave accrued on full time employment to be taken at the full time rate at a later time, while the part time accrual will commence from the first day of the commencement of job sharing.

Where an employee is sick or taking annual leave the remaining employee is not expected to relieve. Should they be requested by the employer to relieve the absent partner and agree to relieve and it is for less than one full week, the extra hours will be paid at overtime rates.

Overtime will be paid for all time worked outside of the rostered hours. Job share employees will not be treated less favourably than full time employees.

A job share partner may indicate their intention to terminate a job sharing arrangement by giving two weeks' notice in writing to the employer. Following termination of the job share arrangement, a job share partner or both partners may return to a position/s for which they have the demonstrated ability to perform at the same classification level.

Where the employer has concerns about the continuity of the arrangement and a satisfactory resolution has not been reached through consultation the job share may be terminated by the giving of two weeks' notice in writing.

14. RECRUITMENT

The following principles will apply for the selection and recruitment of permanent employees who are subject to the terms of this Agreement:

- Advertising vacancies for all permanent employment internally to those in the casual 'pool' and labour hire employees engaged at Simplot only in the first instance;
- follow an appropriate recruitment process to assess this 'pool' of applicants compared to the Company's required selection criteria;
- apply the merit principle at all stages of the recruitment process;
- make any appropriate permanent appointments from the casual applicants on the basis of merit;
- in the event that positions for permanent roles remain unfilled after this process, the Company would then undertake a secondary recruitment exercise drawing applicants from the wider community. In this instance; the same selection criteria and the merit principles shall be applied.

15. STATEMENT OF EMPLOYMENT

The Company shall upon receipt of a request from an employee whose employment has been terminated, provided to an employee a written statement specifying the period of his or her employment and the classification of or the type of work performed by the employee.

16. SICK AND INJURED WORKERS

No employee shall give or be given notice of termination of employment whilst absent from work on account of paid sick leave, annual leave, personal leave and parental leave.

Termination of employment of sick and injured workers on account of them being unable to perform the inherent requirements of the position will occur only in situations where the absence from work is not of a temporary nature and where there is little or no prospect of the employee returning to perform the duties of an available permanent position.

PART D – WAGES, ALLOWANCES AND RELATED MATTERS

17. WAGE INCREASES

17.1 The following increases will apply to wage rates during the term of this Agreement:

- a) From the first pay period on or after 02/07/18, a 2.75% increase.
- b) From the first pay period on or after 01/07/19, a 2.5% increase.

18. CLASSIFICATIONS AND WAGE RATES

The following classification and wage rates shall apply - the amounts specified below are inclusive of the percentage increases set out in clause 17.1 a) and b) of the Agreement:

Classification	Pay Rate – hourly (From first pay period on or after the specified date)		Description
	Pay rate effective date	02/07/18	
B Grade Operator	\$29.61	\$30.35	A B Grade Operator is generally an entry level and non-permanent labour classification. Typically a B Grade Operator will not be multi skilled within the site and will work in a limited number of areas at Pakenham.
A Grade Operator	\$30.53	\$31.29	An A Grade Operator will be able to competently operate at least three pieces of plant. A Grade roles are appointed by the Company
Inventory Control Officer	\$32.56	\$33.38	The inventory control officer is appointed by the Company and is responsible for the inventory In the production area of the site.
Team Coordinator	\$32.99	\$33.82	Team coordinator is appointed by the Company and is responsible for an area on a shift - tasks ordinarily include, but are not limited to: <ul style="list-style-type: none"> • Coordination of resources • Safety Health and Environment • Line Performance; and • Quality Related Activities Team Coordinators will be required to rotate to different areas of the factory and relieve on the line where required. A detailed definition is captured in the Company's Job Description for this role.
M Grade Operator #	\$33.92	\$34.77	An M Grade operator will be able to undertake production roles as per an A Grade Operator and in addition will be trained and qualified to undertake maintenance tasks associated with the plant. A detailed definition is captured in the Company's Job Description for this role.
Team Coordinator – Higher Duties (Allowance)	+\$5.82* per hour (in addition to Team Coordinator Rate) *Payable when performing higher duties only.	+\$5.96	To qualify for this allowance an employee must: <ul style="list-style-type: none"> • Be a current Team Coordinator; • Be appointed by the Company to undertake higher duties which may include but not be limited to: <ul style="list-style-type: none"> ○ Supervisory responsibilities (not including disciplinary duties) A detailed definition is captured in the Company's Job Description for this role.
Mixed Function	N/A	N/A	Where an employee is engaged in a classification with an associated wage rate greater than their own for 2 days, the employee shall be entitled to the higher pay rate for the entire week.

M Grade Operator:

During the first year of the Agreement the Company will consult with employee representatives from the Production and Maintenance areas (and if requested employee representatives) regarding the introduction of the M Grade Operator.

A representative committee shall be formed to discuss:

- The duties to be performed by this role (it is agreed the duties will not encompass duties to a trades qualified level)
- Health and Safety implications of the new role
- Required training for M Grade Operator (including who is appropriate to deliver this training)
- Recruitment and selection of individuals for this role; and
- Any other matter the Company and employee representatives deem relevant to discuss.

19. PAYMENT OF WAGES

Wages shall be paid weekly during working hours and not later than three working days following the completion of the pay week, provided that where the majority of the employees and an employer agree in writing, such wages may be paid not later than four working days following the completion of the pay week.

20. ALLOWANCES

The following allowances shall apply.

ALLOWANCE	DESCRIPTION	EFFECTIVE DATE (from first pay period on or after the specified date)	
		02/07/18	01/07/19
Cold Temperatures#	Employees will be entitled to this allowance where they are required to work in areas of the factory which are artificially cooled to temperatures of between +0.1C and +15C. The appropriate extra hourly rate shall be paid for any hour or part of an hour during which the employee is undertaking the duties concerned.	\$0.53 per hour	\$0.55 per hour
High Care Cold Temperature	Employees will be entitled to this allowance when they are required to work in the designated high care manufacturing area of the factory which is artificially cooled to the Company's high care standards. The appropriate extra hourly rate shall be paid for any hour or part of an hour during which the employee is undertaking the duties in the high care area.	\$0.64 per hour	\$0.65 per hour
Trade Waste	Employees undertaking Trade Waste (as defined by the Company) duties shall receive an additional hourly allowance. The appropriate extra hourly rate shall be paid for any hour or part of an hour during which the employee is undertaking the trade waste duties concerned.	\$0.68 per hour	\$0.70 per hour
First Aid*	An employee qualified and appointed as a First Aid Officer shall be paid a daily allowance.	\$3.60 per day	\$3.69 per day
ERT Member*	An employee qualified and appointed as an ERT Member shall be paid a daily allowance,	\$3.60 per day	\$3.69 per day
Freezer#	Employees required to work in the freezer area of the site shall receive an hourly allowance for each hour worked or part thereof.	\$1.80 per hour	\$1.84 per hour
Early Start	Employees required to begin work before 6am shall receive a daily Early Start allowance for the applicable day worked.	\$13.54 per day	\$13.88 per day

	Where the employee is required by the Company to begin work before 6am on at least two days in any week (Monday to Sunday), they will be paid the daily Early Start allowance for each day worked in the week.		
Meal Allowance	Where an employee is required and does in fact work for more than 9.5 hours on any day, such employee shall be paid a meal allowance as specified, irrespective of whether advised of overtime the day before.	\$13.88 per occasion	\$14.23 per occasion
Early Call In Allowance	Employees who work in an area of the factory that requires an Early Call In roster will be entitled to this allowance provided they are nominated on the roster and they attend work for the unplanned early start. This allowance must be authorised by the Team Leader / Supervisor of the area. The individual called must attend work for the earlier start in order for payment to be provided.	\$10.28 per call out	\$10.53 per call out

*Employees who are both appointed as First Aid Officers and Emergency Response Team Members by the Company shall be paid both allowances.

Employees covered by this Agreement who were employed at the Pakenham site prior to November 30, 2009 and who moved from the Nestle Group Superannuation Fund, will receive an additional 2.8% of their base rate of pay shown in Clause 18. This additional amount, includes the statutory superannuation contributions made by the company on behalf of employees.

Allowances - Common application and rules regarding Cold / Freezer Allowance

Where	Application / Jobs	Allowance	Application of Allowance	Tasks
Pizza	Raque room Cheese prep	Cold temperatures allowance (paid hourly – in addition to nominal wage rate)	Actual hours worked	Working in the Raque Room
Frozens	Palletising Frozens	Cold temperatures allowance (paid hourly – in addition to nominal wage rate)	Actual hours worked	Working in the Palletising area
Frozens	Slicing Chicken	Cold temperatures allowance (paid hourly – in addition to nominal wage rate)	Actual hours worked	Working in Chill Room Preparation jobs throughout full shift
Pizza	Hand topping or Quality Assurance (QA) activities	Cold temperatures allowance (paid hourly – in addition to nominal wage rate)	4 hours per shift maximum	Preparation jobs in chill room but Working on production line
Frozens	Cooks or Dry Prep retrieving cream for weigh up	Cold temperatures allowance (paid hourly – in addition to nominal wage rate)	2 hours per shift maximum	Retrieving raw materials from Chill room throughout the day
Warehouse	Warehouse Frozens Fork lift driver	Freezer Allowance (paid hourly – in addition to nominal wage rate)	Actual hours worked	Working in Freezer continuously throughout shift
Warehouse	Warehouse Chilled Fork lift driver	Cold temperatures allowance (paid hourly – in addition to nominal wage rate)	Actual hours worked	Working in chiller continuously throughout shift
Frozens	Frozens in line lab putting away and retrieving samples	Freezer Allowance (paid hourly – in addition to nominal wage rate)	4 hours per shift maximum	Going in and out of freezer throughout shift
Frozens and Pizza	Vegetable preparation	Freezer Allowance (paid hourly – in addition to nominal wage rate)	4 hours per shift maximum	Going in and out of freezer throughout shift
Frozens	Line service requiring to retrieve frozen materials throughout shift	Freezer Allowance (paid hourly – in addition to nominal wage rate)	4 hours per shift maximum	Going in and out of freezer throughout shift
Chilled	Undertaking manufacturing duties in the	High Care Cold Temp allowance (paid hourly – in	Actual hours worked	Working in the High Care manufacturing

	designated high care manufacturing room	addition to nominal wage rate)		
Chilled	Undertaking pack out duties in the pasta and meals pack out room and pasta fill manufacturing	Cold temperatures allowance (paid hourly – in addition to nominal wage rate)	Actual hours worked	Working in chilled pasta and meals pack out room or chiller 103 while temp controlled between 0.1c and 15c.

21. PRODUCTIVITY IMPROVEMENT

In agreeing to the wage increases detailed in Clause 17 the Company and employees are committed to work cooperatively to improve the productivity and performance of the factory. This will involve employees making every effort to assist the Company to achieve site goals and a commitment to participate in site consultative processes.

Management and employee representatives will discuss key factory indicators at least once per year and review these indicators in light of the performance of the factory.

The areas that the indicators will be derived from are:

- SAFETY
- QUALITY
- SERVICE
- COST
- PEOPLE

These factory indicators will be revised each year the agreement operates to reflect the changing measures on the factory. The Company will update these factory indicators after the review period.

Annual statistics will be collated by site management and reviewed by management and the employee representatives. Where identified targets are not achieved the two parties will work together to identify and implement an action plan to resolve these issues into the future.

22. SUPERANNUATION

Employees may elect to have superannuation contributions made by the Company on behalf of employees paid to a compliant fund nominated by the employee, including Australian Super Fund. If the employee fails to nominate a fund the Company will make contributions to the default Simplot superannuation fund on behalf of the employee.

23. INCOME PROTECTION INSURANCE

The Company agrees to provide employees with a deduction facility from wages for employees who wish to take out private income protection insurance.

24. PROTECTION OF ENTITLEMENTS

The Company acknowledges that the protection of employee entitlements is an important issue and a matter of concern to the employees covered by this Agreement. In the event the Company ever decided to sell or transfer the ownership of all or part of these operations, the parties to this Agreement will meet to discuss and to put in place arrangements that protect the security of employees' accrued entitlements.

PART E – SHIFTWORK, HOURS OF WORK AND RELATED MATTERS

25. HOURS OF DAY WORK

Except for shift workers, the ordinary hours of work shall be worked in five days of not more than eight hours continuously except for breaks for meals between 6.00 a.m. and 6.00 p.m. on Mondays to Fridays inclusive. Provided that where as a result of the introduction of 6.00 a.m. - 6.00 p.m. as ordinary hours of work an existing employee (as at 18th October 1991) may lose regular or usual overtime, that change with respect to that employee shall be preceded by consultation with the employee (and where the employee is a member, consultation with the union) and if the consultation fails to resolve the matter it shall be settled in accordance with the settlement of disputes procedure.

26. SHIFT LOADING

26.1 All employees on afternoon shift shall receive a loading of 15%. All employees on night shift shall receive a loading of 30%.

26.2 NIGHT SHIFT LOADING

The loading paid for ordinary hours worked between midnight on Friday and midnight on Saturday will be 50%, effective from the first pay period following the effective date of this Agreement. This is in substitution for the 30% night shift loading,

For the avoidance of doubt, the parties agree that prior to this Agreement becoming operative, the shift loading for all ordinary hours on night shift, including hours on Saturday morning was 30%.

27. BREAKS

27.1 MEAL BREAK

Subject to the conditions of this Agreement, employees shall have a 30 minute paid meal break while the factory has continuous manufacturing operations occurring over a 24-hour period or while a 3 shift operation is in place (day, afternoon and night shift).

27.2 TEA BREAKS

Employees shall be allowed morning and afternoon rest break at such times and in such manner as shall not interfere with the continuous running of the factory.

28. SHIFT TRANSFERS - STEP DOWN PROCEDURE

28.1 Where an employee is transferred from one shift to another in accordance with the Shift Transfers clause as contained within the incorporated award, and the transfer results in a reduction or loss of either afternoon or night shift loading, the following step-down procedure will occur:

First week on new shift	100% of previous shift loaded rate
Second week on new shift	66% of previous shift loaded rate
Third week on new shift	33% of previous shift loaded rate

Thereafter the employee will be paid at the appropriate rate for the new shift arrangement for which they are employed. Please note that this step-down arrangement will not apply to voluntary applications made by employees to move from one shift to another which the Company grants.

29. OVERTIME and PENALTY RATES

29.1 Overtime will be paid at time and a half for the first two hours and then double time. For early shift, Saturday, Sunday and shift penalties employees shall receive the more beneficial of:
 (a) penalty rates as they exist in this Agreement; or
 (b) the Award (as it was when this Agreement was signed).

29.2 OVERTIME FOR SHIFT WORKERS

For all time worked before the fixed starting time of any shift or after the fixed finishing time of any shift or in excess of eight hours on any shift, or in excess of 38 ordinary hours on shift in any week - time and a half for the first two hours and double time thereafter plus for all such overtime 15% of ordinary time if on afternoon shift or 30% of ordinary time if on night shift. Such entitlements shall continue until the completion of overtime work.

29.3 OVERTIME ON SATURDAYS AND SUNDAYS

Work completed on Saturdays will be paid at time and a half for the first two hours and then double time thereafter. All time worked after 12 noon will be paid at double time. All work performed on Sunday is at the rate of double time,

29.4 PAY RATE ON PUBLIC HOLIDAY

All work performed on Christmas Day and Good Friday shall be paid for at the rate of treble time, on other public holidays at the rate of double time and one half and on Sundays at the rate of double time. The minimum payment shall be as for four hours work at treble time, double time and one half or double time as the case may be. Such treble time, double time and one half or double time shall continue until the completion of the work commenced on the Sunday or public holiday.

Employees (other than casuals) who are not required to work on any of such public holidays during all or some of the hours which on any other day would have been their ordinary hours, shall be paid for such ordinary hours not worked at ordinary time plus the shift allowance of 15% for afternoon shift and 30% for night shift workers.

PART F – LEAVE AND PUBLIC HOLIDAYS

30. ANNUAL LEAVE

Annual Leave is provided for in the National Employment Standards.

30.1 PAYMENT FOR PERIOD OF ANNUAL LEAVE

Each employee before going on leave shall be paid the wages the employee would have received in respect of the ordinary time the employee would have worked had the employee not been on leave during the relevant period plus any other rate to which the employee is entitled in accordance with the contract of employment for ordinary hours of work; provided that this provision shall not operate so as to include any payment which is of a similar nature to or is paid for the same reasons as or is paid in lieu of disability allowances for working in special circumstances, overtime nor any payment which might have become payable to the employee as reimbursement for expenses incurred.

The annual leave shall be given and taken by agreement (such agreement will not be unreasonably held) and will be subject to the operational requirements of the Company.

30.2 CASHING OUT OF ANNUAL LEAVE

30.2.1 Each employee is entitled to cash out up to 2 weeks of their annual leave per annum provided:

- (a) the employee applies in writing to the Company requesting the cashing out (for each request); and
- (b) the Company authorises it; and
- (c) the cashing out does not result in the Employee's remaining balance of annual leave entitlement being less than 4 weeks,

The Employee will be paid at least the full amount that would have been payable had the Employee taken the leave that has been cashed out.

31. PERSONAL LEAVE

31.1 AMOUNT AND CALCULATION OF PERSONAL LEAVE

Employees other than casual employees under this agreement will be eligible for personal leave from the time they join the Company.

An employee is entitled to accrue an amount of paid personal leave for each completed 4 week period of continuous service with an employer, of 1/26th of the number of nominal/ordinary hours worked by the employee for the employer during that 4 week period.

Thereafter personal leave will continue to accrue for each four (4) weeks' service, to a maximum of 10 Days (based on ordinary hours worked per day, exclusive of overtime) for each 12 months service. Unused sick leave will continue to accumulate during employment with the Company.

A Part-time employee is entitled to a proportionate amount of sick leave based on the provisions above.

Shift workers' personal leave for personal injury, carers leave or sickness includes the relevant shift allowance.

31.2 UNPAID ABSENCES

Personal leave will continue to accrue whilst an employee is on unpaid leave to a maximum duration of unpaid leave of 52 weeks.

31.3 PAYOUT OF UNUSED PERSONAL LEAVE ON GENUINE RETIREMENT

Any employee who genuinely retires from the workforce will be eligible to have their unused personal leave paid to them as part of their final payment.

This request must be in writing and accompany the employee's written notification of their intention to retire. Employees must provide a minimum of 1 month notice of their intention to retire.

All payments of unused personal leave in accordance with this provision are to be authorised by the Factory Manager.

32. LONG SERVICE LEAVE

Employees covered by this Agreement shall be entitled to Long Service Leave on the following basis:

- 32.1 In respect of their service with the Company prior to 1 July 2001 accrue their Long Service Leave entitlement on the basis of 0.866 weeks per year of completed service; (i.e. 13 weeks after 15 years continuous service).
- 32.2 In respect of their service from 1 July 2001 accrue their entitlement to Long Service Leave on the basis of 1.3 weeks per year of completed service; (i.e. 13 weeks after 10 years continuous service).
- 32.3 Be entitled to pro-rata payments upon termination of employment when their entitlement to Long Service Leave is greater than or equal to 9.1 weeks, in accordance with the applicable legislation.

32.4 Subject to other provisions of this clause, the provisions of the *Victorian Long Service Leave Act 1992*, as amended, will apply.

33. COMPASSIONATE LEAVE

Compassionate Leave is provided for in the National Employment Standards.

33.1 ENTITLEMENT TO COMPASSIONATE LEAVE

An employee is entitled to 2 days compassionate leave for each occasion (a permissible occasion) when a member of the employee's immediate family, or a member of the employee's household:

- (a) contracts or develops a personal illness that poses a serious threat to his or her life; or
- (b) sustains a personal injury that poses a serious threat to his or her life

An employee is entitled to up to 3 days compassionate leave on each occasion of the death in Australia of either a member of the employee's immediate family or household. Provided that an employee claims payment for such a leave in excess of two ordinary days, the employee shall provide proof satisfactory to the employer that the employee attended the funeral.

Proof of death must be provided to the satisfaction of the employer, if requested.

33.2 UNPAID COMPASSIONATE LEAVE ON DEATH OF IMMEDIATE FAMILY OR HOUSEHOLD MEMBER

Where an employee requires compassionate leave in excess of that provided in clause 33.1, they will be entitled to take unpaid bereavement leave on each occasion of the death in Australia of either a member of the employee's immediate family or household. The employer and the employee should agree on the length of the unpaid leave. In the absence of agreement, a full-time employee is entitled to take up to sixteen hours unpaid leave, and a part-time employee is entitled to take up to two days unpaid leave, to a maximum of sixteen hours.

34. JURY SERVICE

Full time and part time employees attending for jury service are entitled to have their pay made up to what they would have received for working ordinary time. Employees must provide proof of attendance.

- a) A full time employee required to attend for jury service during his or her ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of his or her attendance for such jury service and the amount of wage he or she would have received in respect of the ordinary time he or she would have worked had he or she not been on jury service.
- b) Where a part time employee is required to attend for jury service and such attendance coincides with a day on which the employee would normally be required to work, payment shall be made to the employee in accordance with 34(a).
- c) An employee shall notify the employer as soon as possible of the date upon which he or she is required to attend for jury service. Further, the employee shall give the employer proof of attendance, the duration of such attendance and the amount received in respect of such jury service.
- d) In addition to any other provisions contained in this agreement or the NES an employee, other than a casual employee required to attend for jury service during the 24 hours in which the employee's ordinary working hours fall shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of attendance for such jury service and the amount of wage including shift penalty that the employee would have received in respect of the ordinary time the employee would have worked had the employee not been on jury service.

35. PARENTAL LEAVE

- 35.1 Unpaid parental leave will be in accordance with the National Employment Standards (NES).
- 35.2 The Company will provide an ex gratia payment equivalent to 10 weeks wages at the commencement of parental leave for employees who are the primary care giver for a child.
- 35.3 Eligible employees will be entitled to 5 days paid short paternity leave per eligible confinement. Employees who become eligible for both short paternity leave and parental leave shall receive up to 9 weeks wages at the commencement of parental leave.
- 35.4 The Company will provide the paid parental leave scheme as outlined in Clause 35.2 in addition to the Australian Government paid parental leave scheme.

36. LEAVE WITHOUT PAY

The parties note that the Company will consider on their merits requests for leave without pay.

37. PUBLIC HOLIDAYS

Public Holidays are provided for in the National Employment Standards.

37.1 PICNIC DAY

Employees covered by this Agreement are entitled to a paid Union Picnic day. Union Picnic day shall be observed between the 1st June to 15th November. However union picnic day shall be observed on the Monday immediately prior to Melbourne Cup Day unless otherwise advised by the Victorian Branch of the union by giving of one month notice to the Company.

37.2 PAYMENT FOR PUBLIC HOLIDAYS- SPECIAL CIRCUMSTANCES

An employee, other than a casual, whose employment is terminated other than by instant dismissal less than seven days before any public holiday, and who is re-engaged less than fourteen days after the public holiday shall be paid on re-engagement one additional day's pay at the appropriate rate if the public holiday was observed on what otherwise would have been an ordinary working day. In the case of such a termination before Good Friday or Christmas Day and re-engagement less than fourteen days after the following Easter Monday or New Year's Day, as the case may be, the employee shall be paid one day's pay at the rate specified in respect of each of the intervening public holidays other than Easter Saturday.

37.3 ABSENCE BEFORE OR AFTER PUBLIC HOLIDAY

An employee who is not required to work on any public holiday shall not be entitled to payment under 29.4 hereof if the employee is absent from work on the actual working day immediately before or after the public holiday, unless the employer consented to such absence or the employee is absent through circumstances beyond the employee's control. Provided that where payment for more than one public holiday not worked could be involved through such absence, the employee shall be disentitled to payment only for one public holiday, unless the employee is absent on the actual working days both immediately before and immediately after such public holidays.

PART G – UNION RELATED MATTERS

38. TRADE UNION TRAINING

- 38.1 Recognised union representatives/shop stewards shall be allowed up to 5 days per annum to attend trade union training courses conducted or approved by Trade Union Training Australia

Inc or the union party to this Agreement, provided that reasonable notice has been given to the Company.

- 38.2 Individual shop stewards will be allowed to carryover unused training days from one year to the next for only one year. The year will commence on 1 January and conclude on 31 December. Any unused training days remaining from the previous year will be lost if not taken in the current year.

39. UNION OFFICIALS AND SHOP STEWARDS

- 39.1 An official or officer of the union(s) shall have the right to enter the Company's establishment for the purposes of conducting legitimate union business consistent with the provisions of this Agreement, provided that the usual site entry protocols are observed.
- 39.2 The Company shall continue to recognise an agreed number of duly elected/appointed shop stewards upon notification by the union to which the employee belongs. Shop stewards shall continue to be allowed reasonable access and opportunity on paid time to meet with members" the Company and officials on matters that affect their members and are relevant to the business.
- 39.3 Union Members will be granted up to 5 days per annum in total to attend union council and/or committee meetings in which that person is a member of that committee or council. The Company must be notified of these meeting dates at least 1 month in advance. These days are not to be transferred to another union member and must be used in one calendar year.
- 39.4 The Company shall also consider on their merits requests for unpaid leave for shop stewards to attend to union business. Where such leave is granted, it will be without deduction to the recreation leave and RDO entitlements that would normally accrue for such periods.

40. UNION DUES

The Company agrees to provide employees with a deduction facility from wages for union dues for remittance to the Union.

PART H – OTHER RELATED MATTERS

41. PART TIME EMPLOYEES - ACCESS TO RDO's

The parties will co-operate on the introduction of a time banking arrangement to commence by 1 January 2004 that will enable part-time employees to accrue RDO hours equivalent to 1 day off per 20 day cycle.

42. TRAINING

The Company will facilitate quality training and development of its employees. Where an employee undertakes training required by the Company it shall be at the Company's expense and as far as practicable in the employee's usual working time and the employee will not lose pay for attendance or travel costs associated with such training. Where an employee seeks to undertake further training and development that is consistent with the needs of the Company, the Company will provide assistance to the employee in terms that the Company approves.

43. TIME BOOK

The Company shall provide at the factory a time book or record. Such time book or record shall contain a correct account of:

- The name and date of birth of each employee;
- The name of each award under which the employee has entitlements;
- The classification of the employee under the award;
- Whether the employee's employment under the award is:

- full-time;
- part-time;
- seasonal; or
- casual
- The date on which the employees employment began;
- The hours worked (including overtime) each day or shift;
- On each day or shift when the employee started and ceased work and the start and cessation of any overtime;
- The time of commencing and finishing the meal period. The meal period before commencing overtime and/or recurring during the working of overtime;
- The rate of remuneration specifying gross, net, overtime and allowance amounts paid;
- The amount and purpose of any deductions made;
- The leave taken by an employee, the entitlement to leave and the accrual of leave;
- The amount and date when superannuation contributions are made on behalf of an employee and the fund into which they are made.

44. FACILITIES

- 44.1 The Company shall continue to provide facilities necessary to ensure adequate occupational health, safety and welfare of its employees. Any disagreements about the adequacy of facilities shall be dealt with through the consultative process of this Agreement and the dispute settlement procedure.
- 44.2 The Company shall make adequate provisions for nominated qualified persons to be available to render first aid and be paid the relevant Agreement allowance.

45. OCCUPATIONAL HEALTH AND SAFETY

The parties to this agreement abhor the loss of life, sickness and disability caused at work. The parties agree to the establishment of health and safety committees in each workplace and the recognition of rights and training for health and safety representatives.

The parties are committed to pursuing the best means of safeguarding and Improving the working life and health of employees.

The parties note that there will be corporate level dialogue with the Regional Secretary of the union concerning rehabilitation of injured employees this will occur within the life of this Agreement.

46. ACCIDENT MAKE UP PAY

- 46.1 The Company agrees to pay employees under this Agreement any shortfall in pay due to an agreed industrial injury or sickness until Workcover insurance is paid as long as the employee has fulfilled all legal and Company requirements in regards to reporting the incident and treatment of the injury.
- 46.2 Should there be any doubt about the Workcover claim's validity and the employee requires time off work then the employee will be required to take personal leave.
- 46.3 Upon acceptance of the Workcover claim the personal leave will be re-credited.
- 46.4 Where an employee is receiving weekly incapacity compensation (Workcover) payments, the following provisions will apply in relation to accident "make-up" pay:
- (a) During the first 26 weeks (aggregate period) in receipt of such payments for a claim/injury, the Company will make up the difference between the total amount of

compensation paid to the employee under the Act and the amount the employee would have received if he/she had been performing their normal duties including shift allowance, weekend work payments, regular and systematic overtime and allowances.

- (b) During the period of the second 26 weeks (aggregate period) in receipt of such payments for a claim or injury, the Company will make up the difference between the total amount of compensation paid to the employee under the Act and the ordinary weekly rate of pay which would normally have been paid excluding overtime, special rates and shift allowances.
- (c) The Company confirms the principle that leave continues to accrue at all times that an employee is on Company paid leave, including for the first 52 weeks of a Workcover absence.

APPENDIX A: HEAT AGREEMENT

All parties at Simplot are committed to the Health, Safety and Welfare of all employees.

Working in hot conditions, especially those created during seasonal heat, presents a particular health and safety concern that needs to be appropriately managed.

This Agreement provides guidelines for the protocols to be followed in times of uncomfortably hot working conditions, brought upon by seasonal heat.

As with other health and safety hazards a hierarchy of controls needs to form the basis of measures to reduce the hazards of working in hot conditions.

Controls to the Working Environment:

Simplot has taken substantial efforts to keep workplace temperatures at comfortable levels throughout the factory by:

- Ventilation and mechanical cooling methods, such as air conditioning and / or air circulating fans.
- Insulation of the roofs and walls of the workplace
- Exhaust ducts for venting hot air from the workplace.

Arrangements for Working In times of seasonal heat

When the work environment cannot be sufficiently controlled to reduce temperature and / or humidity the following work organization measures shall be undertaken in the area in times deemed to be uncomfortably hot.

- Rotation of tasks within the workplaces and between employees, so that work that is designated as 'hot' is rotated with 'cooler' tasks.
- Provision of seating;
- Recognising and making appropriate manning arrangements in such conditions;
 - For example, when it is uncomfortably hot extra people will be crewed on the line to allow extra relief breaks so people can spend time in a cool place.

Provision of Amenities

Simplot also provides the following amenities in times that are deemed 'uncomfortably hot';

Drinking Water:

- When it is uncomfortably hot, cold beverages will be available.
This ongoing supply of water must be readily accessible to people wherever they require it.

Lunch Rest rooms:

- An air conditioned, cool, comfortable lunch and / or rest room is provided.

First Aid:

- An air conditioned First Aid room is also provided.

The protocols that are to be followed when conditions are deemed to be uncomfortably hot shall be agreed between the area Team Leader, Team Coordinator and the employees of the area supported by their local area OHS Representative. Should it be necessary the Problem Resolution Processes that exist in the workplace can be used should this be required.

APPENDIX B: FITNESS FOR WORK - DRUG AND ALCOHOL PROCEDURE

1.0 PURPOSE

Provide responsible management of drug and alcohol issues in our workplaces and ensure that those working on site are fit for work and that safety is not inhibited by the use of drugs and/or alcohol.

2.0 APPLIES TO

This procedure applies to all employees, contractors, work experience students and visitors whilst working at or visiting the site.

3.0 DEFINITIONS

Term	Definition
Drugs	This includes medication and illicit drugs.
Illicit Drugs	Illegal drugs.
EAP	Employee Assistance Program provided by the Company
EGM	Executive General Manager responsible for a specific division within the Company.
Legal Medication	This includes non-prescription medication (sometimes called over the counter medication) including those dispensed by a pharmacist and prescription medication (prescribed to the user).
Responsible Manager	The Plant Manager (Production facilities), National Agricultural Services Manager (Agricultural Services) or the Manager appointed by the Board of Management to have overall management of the site and/or department.
Serious incidents	The following circumstances are deemed to be serious Incidents: <ul style="list-style-type: none">• Incident that has either caused serious injury or had the potential to cause serious injury• Incident involving mobile plant including forklifts, elevated work platforms and harvesters• Motor vehicle incidents where a person is required to seek medical assistance or where the incident had the potential to cause serious injury
Illegal medication	Medication which is not legally available and/or prescription medication used by a person who they were not prescribed to.

4.0 REFERENCED LEGISLATION

Commonwealth	Disability Discrimination Act 1992 Age Discrimination Act 2004 Fair Work Act 2009 Human Rights and Equal Opportunity Commission Act 1999
Victoria	Equal Opportunity Act 2010 Occupational Health and Safety Act 2004

5.0 PROCEDURE

5.1 Minimum requirements:

The Company is committed to the provision of a safe workplace and a safe system of work for all people; employees, contractors, visitors and work experience personnel. As such the minimum requirements outlined in this procedure are:

- The Company will provide information and training for employees and managers about effect of drugs and alcohol and the details of this procedure.
- All personnel have a responsibility to ensure they do not place the health and safety of themselves or others at risk by being adversely affected by drugs and / or alcohol while at work.
- Any person working on the site who is adversely effected in his/her ability to do his/her job or who will be adversely effected in his/her ability to do his/her job by the taking of medication (whether prescription or otherwise) will notify the management
- Company intervention will occur if there is a reasonable belief that a person's ability to work safely may be impaired due to the use of alcohol or other drugs or if a person is found in the possession of illicit drugs or alcohol in the workplace.
- Appropriate external counselling services will be available to any person requiring such services and the confidentiality of such referrals shall be maintained at all times.

5.2 General

The following outlines the Company's standard with regard to drug and alcohol.

5.2.1 Alcohol

The Company requires employees and contractors to be fit for work and as such not be impaired by alcohol whilst at work. Visitors who attend a site are not to be impaired by drugs or alcohol.

The Company requires employees, contractors and visitors whilst they are operating mobile plant (including forklifts and harvesters) and driving Company controlled commercial vehicles to have 0.00 blood alcohol content (BAC) reading at all times whilst undertaking those activities.

5.2.2 Drugs

The Company requires all employees, contractors and visitors to be fit for work and as such not be impaired by drugs.

5.2.3 Possession of drugs and/or alcohol on site

In line with the Company requirement the possession or use of alcohol or illicit drugs by individuals at the workplace is prohibited including:

- (i) at the workplace or away from the workplace whilst carrying out work for the Company; or
- (ii) in Company vehicles.

Notwithstanding the above the following authorised exemptions apply:

- legal medication for personal use
- alcohol provided as a gift (not to be consumed)
- alcohol to be given as a gift
- alcohol stored in an employee's personal car.

5.3 Use of Medication In the Workplace

Any person working on the site who is adversely affected in his/her ability to do his/her job or who will be adversely affected in his/her ability to do his/her job by the taking of medication (whether prescription or otherwise) will notify the management.

5.4 Information and Training

At the introduction of this procedure, on a regular basis and at induction for new employees, an education programme is to be implemented for all company personnel outlining the safety and health hazards associated with the use of drugs and alcohol.

The programme is to include the following elements:

- The effects of drugs and alcohol on health, safety and work performance,
- The consequences for employees who fail to comply with the drug and alcohol procedure, and
- Employee's responsibilities in relation to the use of medication

The programme is to include the following elements:

- What constitutes harmful alcohol use
- Dealing with the long term user and those intoxicated in one-off situations
- The long and short term effects of drugs and alcohol on fitness for work including health, safety and work performance
- The long and short term effects of drugs and alcohol on an individual's health
- Workplace and personal lifestyle stressors that can contribute to alcohol use
- Personal stress reduction methods
- Ways of dealing with problem drinking
- Who to approach in the workplace for assistance with drug and alcohol problems
- The counselling, treatment and rehabilitation services available in the workplace and externally
- The consequences for employees who fail to comply with the drug and alcohol procedure, and
- Employee's responsibilities in relation to the use of medication

At the introduction of this procedure, on a regular basis and at induction for new supervisors and managers, an education programme is to be implemented for all supervisors and managers outlining managers' responsibilities in relation to this procedure. In particular training on how to identify impairment due to drugs and alcohol and the process to be followed where there is a suspected breach of the procedure.

Information on the procedure is to be included in the contractor induction programme.

5.5 Identification of Possible Drug and Alcohol Use

5.5.1 Identification of the potential issue and determination of fitness for work

Where a person suspects that another person may be affected by drugs or alcohol, they are to contact either the HR representative, the most senior Manager/Supervisor available or the OH&S Manager.

The respective manager will identify whether they believe the person is impaired i.e. they are behaving in such a way that may be out of character or unsafe. Where practical the manager should undertake the observation in the presence of at least one other person (for example union delegate or OHS Representative). The

Fitness for Work - observation record is to be used to assist in determining impairment. (See Appendix A)

Where the respective manager believes that the person may be impaired they are to discuss the observed behaviour with the individual. It should be noted that the person may be impaired due to other fitness for work issues such as emotional distress, illness, fatigue, chemicals or heat. The individual will be notified that they have the right to request that an employee representative (including union representative) support and represent them in the interview.

Where the manager does not believe the person is impaired or presents a safety hazard to themselves or others no further action will be taken.

Where, after discussion with the employee, the Manager still has a belief that the employee is impaired the employee will be suspended on full pay until an investigation is completed. The Company will be responsible for ensuring the employee is able to return home safely by providing a taxi for the employee to travel directly home.

Where the person involved is not a Simplot Australia employee the Company will notify the employer and require the person's employer to manage the situation. In these circumstances non Simplot employees will not be able to return to a Simplot site until the employee's company has confirmed that the person is fit for work. The person's employer will be responsible for ensuring the employee is able to return home safely.

5.5.2 Investigation

Where an employee has been suspended a detailed investigation into the circumstance is to be undertaken. This is to occur only after the immediate safety of the employee/s has been managed.

This is to commence, at the latest, the following working day. The investigation is to be conducted by the appropriate OHS Manager (or equivalent) or the appropriate HR Representative.

The purpose of the investigation is to establish the circumstances surrounding the impairment and to help in determining what, if any, action should be taken.

5.5.3 Results of Investigation

At the conclusion of any investigation the Company will determine and take a suitable course of action to manage the situation. In identifying the specific action to be taken the results of the investigation should be considered. The following actions should be considered:

- providing counselling services
- commencing disciplinary processes in line with the employee counselling and discipline procedure
- assistance during a rehabilitation process.

If the cause is shown not to be related to drugs or alcohol, the manager will use all available resources to address the issue including referral to the EAP or the OHS Committee.

The following is the procedure to be followed:

5.6 First Positive Assessment (no other positive assessment in 12 months)

An employee who has been assessed in accordance with this procedure as being affected by alcohol or other drugs must present to their Manager on the following work day to discuss:

- The requirements of this procedure
- Risks to safety the behaviour creates
- Unacceptability of the behaviour
- The employee's performance in relation to the adherence of this procedure will be monitored
- Employee access to the EAP

The employee's Manager may issue either:

- a) counselling and explain to the employee, both verbally, and in writing that further breaches of this procedure may lead to a further disciplinary action.
- b) a warning and explain to the employee, both verbally, and in writing that further breaches of this procedure may lead to a further disciplinary action

Where the breach is associated with serious misconduct the employee's employment may be terminated.

5.7 Second Positive Assessment (within 12 months of the first positive assessment)

An employee who has been assessed in accordance with this procedure as being affected by alcohol or other drugs must present to their Manager on the following work day to discuss:

- The ongoing requirements of this procedure
- Risks to safety the behaviour creates
- Unacceptability of the behaviour
- The fact that the level of their performance in relation to the adherence of this procedure will be monitored on a weekly basis
- Discuss if the employee has accessed the EAP

The employee's Manager will issue a written warning and explain to the employee, both verbally and in writing that further breaches of this procedure will lead to a further warning or termination. Where the breach is associated with serious misconduct the employee's employment may be terminated.

5.8 Third Positive Assessment (within 12 months of the first positive assessment)

An employee who has been assessed for the third time in a 12 month period, in accordance with this procedure, as being affected by alcohol or other drugs will receive either another formal written warning or may have their employment terminated.

5.9 Transportation Home

Any employee who is assessed as being affected by alcohol or other drugs is not permitted on that day to commence or recommence work. In these circumstances the Company will pay all reasonable transportation costs incurred for the employee to be transported directly home.

5.10 Access to Accrued Sick Leave, Annual Leave and Long Service Leave

Any employee who is assessed as being affected by alcohol or other drugs shall be permitted to access accrued leave entitlements for the period of time they are deemed unfit for duty. Where all leave entitlements have been utilised leave without pay may be accessed.

5.11 Non Company Employee

Where the person involved is not a Simplot Australia employee, the respective employer will be required to demonstrate to the Company that ongoing action has been undertaken prior to the person returning to a Simplot Australia site.

The Company reserves the right to suspend or terminate a contract if a breach of this procedure occurs.

The Company will ensure that this procedure is communicated to relevant contractors.

5.12 Possession of Illicit Drugs or Alcohol on Site

The possession or use of alcohol or illicit drugs at the workplace is prohibited (with the exceptions outlined in section 5.2.3).

Simplot Employees

Employees caught in possession of illicit drugs or unauthorized alcohol on site will be subject to the Company disciplinary policy.

Authorised exemptions include alcohol provided for, or received as, gifts (remaining unopened).

Contractor's Employees and Visitors

Contractor employees and visitors caught in possession of illicit drugs or alcohol on site (unless exempted in accordance with the requirements this procedure) will be removed from site immediately and may not be permitted to return to the site.

5.13 Employee Assistance Programme (EAP)

Company employees and their families are entitled to access the Company's EAP at any time. Where an issue in relation to drugs or alcohol has arisen managers are to remind employees of the availability of the EAP.

The privacy of employees accessing EAP will be maintained at all times.

5.14 Variation to this Procedure and Consultation

The agreement of the Company, employees and the employees' representatives (including unions) will be required for any variation or amendment to be made to this procedure. The Company and employee representatives (including unions) will regularly consult in relation to any issues or concerns in relation to the implementation of this procedure. Without compromising this requirement to consult and reach agreement, the Company will consult OH&S representatives in relation to any proposed variation to this procedure. This sub-clause does not apply to 5.15 below.

5.15 Drug and Alcohol Testing

During the life of this Agreement, the Company have advised of their intention to introduce a drug and alcohol testing policy. This policy will be developed in consultation with the employees and the unions. The National policy when finalised, will apply at the Pakenham site.

5.16 Privacy

Employees privacy is to be maintained at all time during the assessment, investigation and management of the situation. This includes ensuring that their confidentiality is maintained with respect to their personal information and undergoing the assessment. Only personnel who need to access this information to implement the requirements of this procedure are to have access to private information.

All counselling will remain confidential and the Company will not have access to either the files or any records of any consultations.

A breach of these privacy requirements will be seen to be a breach of this procedure and any breaches will be dealt with accordingly.

5.17 Dispute Resolution

Any disputes relating to the application and/or the implementation of this procedure will be dealt with under the disputes resolution procedure contained in the Enterprise Agreement covering the employee'(s) employment.

Employees are entitled to be represented by an Employee Representative (including union delegate or official) at any stage during the process.

6.0 ACCOUNTABILITY AND PROCEDURE BREACH

6.1 Company and Management Responsibility

Managers and Supervisors will:

- Ensure that this procedure is communicated
- Promote, follow and enforce this procedure
- Respond promptly to notification of any incident involving drugs and / or alcohol in the workplace.
- Having identified that an individual requires assistance, deal with and support any individual adversely affected by drugs or alcohol.
- Take all reasonable steps to ensure their own safety and that of others if dealing with a person who is aggressive as a result of being affected by drugs or alcohol.
- Maintain confidentiality in relation to the management of individuals affected by drugs or alcohol.

- Maintain training and skills required to manage drugs and alcohol matters in the workplace.
- Assist in the rehabilitation of affected individuals.
- Involve police in any circumstance which involves possession of illicit drugs on site, or any incidence of violent behaviour which could pose a risk to the health and safety of personnel.

6.2 All Employees

All employees will:

- Take reasonable care for their own safety and that of others by not being adversely affected by drugs or alcohol at work.
- Seek the assistance of Occupational Health and Safety personnel or Human Resources personnel should the need arise.
- Inform the management if they are adversely affected in their ability to do their job or who will be adversely affected in their ability to do their job by the taking of medication (whether prescription or not).

6.3 Contractors, Visitors and Work Experience Personnel

Contractors and their employees, visitors and work experience personnel are required to comply with the Company's requirements in relation to drugs and alcohol in the workplace.

Any contractor, employee of a contractor, visitor or work experience person who attends the site while affected by drugs or alcohol shall be escorted from the premises. Any costs incurred with the regard to the taxi will be the responsibility of the contractor, visitor or work experience person. The principal contractor or the employer or sponsor of visitors and work experience personnel will be notified of the incident.

Individuals are responsible for meeting the requirements of this policy.

Failure by an employee to adhere to this policy may result in disciplinary action.

APPENDIX C: FITNESS FOR WORK - OBSERVATION RECORD

Introduction:

This will be an observed assessment conducted by Simplot Australia staff and used as a record to assess signs and symptoms to determine if there is reasonable suspicion that a person is impaired due to presence of drugs and/or alcohol.

An observation checklist shall be conducted routinely following a serious incident or accident or any incident where there are grounds for reasonable suspicion.

Tick box for type of test to be conducted

- Post Incident
- "For Cause" (Reasonable suspicion)

Who may conduct an assessment?

A Manager/HR Manager/OHS Manager (or equivalent) employed by Simplot Australia and appropriately trained.

How will capacity be determined?

Assessors must complete the checklist below by placing a tick (✓) in the "Yes" or "No" column or NA in the comments section if no unusual or significant signs are noticed.

Name of Employee:			
Name of Observers:			
Date of Observation			
Observation Record	Yes	No	Comments
Breath/Clothing smell of alcohol	<input type="checkbox"/>	<input type="checkbox"/>	
Eyes are bloodshot or pupils dilated	<input type="checkbox"/>	<input type="checkbox"/>	
Attitude violent, aggressive, depressed, anxious or confused	<input type="checkbox"/>	<input type="checkbox"/>	
Hallucinations or paranoid	<input type="checkbox"/>	<input type="checkbox"/>	
Skin pale, sweaty hands	<input type="checkbox"/>	<input type="checkbox"/>	
Unable to concentrate and follow	<input type="checkbox"/>	<input type="checkbox"/>	

Vomiting or nausea	<input type="checkbox"/>	<input type="checkbox"/>	
Unable to walk a straight line/unbalances or dizzy	<input type="checkbox"/>	<input type="checkbox"/>	
Speech slurred, confused or fast	<input type="checkbox"/>	<input type="checkbox"/>	
Runny nose or sniffing	<input type="checkbox"/>	<input type="checkbox"/>	
Muscle twitching, scratching, tremors or grinding teeth	<input type="checkbox"/>	<input type="checkbox"/>	
Dry Mouth	<input type="checkbox"/>	<input type="checkbox"/>	
Additional Comments from Observation Record Conducted.			
NB. Consideration to the given to signs and symptoms of fatigue or any other factors that could cause the impairment.			
Comments from the employee			
Signature of Employee (optional):			
Signature of Observer:			
Name and Signature of witness to observation:			
Date of Observation:			

APPENDIX D: SITE CLOSURE PROVISIONS

The following provisions shall apply in the event of a site closure occurring during the operation of the Agreement.

This Appendix does not apply to employees who are:

- casual; or
- engaged on a temporary basis; or
- contractors/sub-contractors; or
- terminated for serious misconduct.

1. Outplacement Support Services

Employees who are made redundant may access Outplacement Support Services during their notice period, including:

- managing change and transition;
- career options:
 - resume preparation;
 - interview skills; and
 - job search.
- planning for retirement.

Depending on the circumstances and the type of Outplacement Support Service, employees may be able to continue to access Outplacement Support Services post the date of termination of employment.

2. Transition Support Leave

Employees who are made redundant may access up to 3 days (pro-rata for part-time employees) of Transition Support Leave during their notice period.

3. Employee Assistance Program ('EAP')

Employees who are made redundant may continue to access EAP for up to 3 calendar months from their last date of employment.

SIGNATURES

For SIMPLOT AUSTRALIA PTY LIMITED:

Signatory name: _____

Signatory address: 2 Chifley Drive, Mentone, Victoria, 3194

Basis of signatory's authority to sign the Agreement: _____

Signature: _____

Date: _____

For and on behalf of the employees:

Organisation: _____

Signatory name: _____

Signatory address: _____

Basis of signatory's authority to sign the Agreement: The above organisation is a bargaining representative in accordance with Division 3 of Part 2-4 of the *Fair Work Act 2009*.

Signature: _____

Date: _____

For and on behalf of the employees:

Organisation: _____

Signatory name: _____

Signatory address: _____

Basis of signatory's authority to sign the Agreement: The above organisation is a bargaining representative in accordance with Division 3 of Part 2-4 of the *Fair Work Act 2009*.

Signature: _____

Date: _____

Signature of Employee Representatives:

Name: _____

Address: _____

Position: _____

Signature: _____

Date: _____

Name: _____

Address: _____

Position: _____

Signature: _____

Date: _____

Name: _____

Address: _____

Position: _____

Signature: _____

Date: _____