# REGISTER OF ENTERPRISE AGREEMENTS

**ENTERPRISE AGREEMENT NO: EA99/45** 

TITLE: Supercoat Petcare Pty Limited (Inverell and Supercoat Feeds Pty Limited (Inverell) Enterprise Agreement (1998)

Registered

Enterprise Agreement

Industrial Registrar

I.R.C. NO:

98/6509

DATE APPROVED/COMMENCEMENT: 11 December 1998

TERM:

24 months

**NEW AGREEMENT OR** 

VARIATION:

New

**GAZETTAL REFERENCE:** 

DATE TERMINATED:

**NUMBER OF PAGES:** 

29

**COVERAGE/DESCRIPTION OF** 

**EMPLOYEES:** applies to employees of Supercoat Petcare Pty Limited (Inverell and Supercoat Feeds Pty Limited (Inverell) of Swanbrook Road, Inverell in the State of New South Wales engaged in Production, Packaging, Despatch and Maintenance employees, who are permanent or casual

PARTIES: Supercoat Petcare Pty Ltd (Inverell)/Supercoat Feeds Pty Ltd (Inverell) -&- National Union of Workers, New South Wales Branch

# SUPERCOAT PETCARE PTY LIMITED (INVERELL) AND SUPERCOAT FEEDS PTY LIMITED (INVERELL)



# 1. TITLE OF AGREEMENT

1.1 This agreement shall be known as the Supercoat Petcare Pty Limited (Inverell) and Supercoat Feeds Pty Limited (Inverell) Enterprise Agreement 1998.

# 2. ARRANGEMENT

1.	THE E OF AND ANCEN COME	
2	TITLE OF ARRANGEMENT	1
3.	ARRANGEMENT DEFINITIONS	1
3. 4.		2
	APPLICATION AND SCOPE OF AGREEMENT	2
5.	DURESS	3
6.	OBJECTIVES	3
7.	COMMITMENT	3
8.	CONTRACT OF EMPLOYMENT	p
9.	HOURS OF WORK	Registered
10.	OVERTIME/SHIFT LOADING	Enterprise Agresment
11.	MEAL BREAKS	6
12.	INTRODUCTION OF CHANGE	Industrial Registrar
13.	CAREER STRUCTURES AND TRAINING	7
14.	LEAVE AGREEMENTS	8
15.	ABSENTEEISM CONTROL MEASURES	9
16.	PRODUCTIVITY PERFORMANCE IMPROVEMENT MEASURE	MENTS 10
1 <b>7</b> .	REDUNDANCY	10
18.	HEALTH AND SAFETY	₩ 10 ₩
19.	ROSTERED DAYS OFF	11
20.	UNIFORMS	11
21.	WAGES AGREEMENT	11
22.	AGREEMENT NOT TO BE USED AS A PRECEDENT	12
23	SAVINGS CLAUSE	12
24.	SIGNATORIES TO AGREEMENT	13
25.	ATTACHMENT "1"	14
26.	ATTACHMENT "2"	15
27.	ATTACHMENT "3"	17
		17

#### 3. DEFINITIONS

3.1 The "Parties" refers to the parties to this Enterprise Agreement namely:

Supercoat Petcare Pty Limited (Inverell)
Supercoat Feeds Pty Limited (Inverell)
National Union of Workers (NSW Branch)
and the employees at the Inverell site.

- 3.2 The "Employees" refers to the employees of Supercoat Petcare Pty Limited (Inverell) and Supercoat Feeds Pty Limited (Inverell) and includes Production, Packaging, Despatch and Maintenance employees, who are permanents or casuals.
- 3.3 The "Companies" refers to Supercoat Petcare Pty Limited (Inverell) and Supercoat Feeds Pty Limited. Swanbrook Road, Inverell, NSW.
- 3.4 The "Union" refers to the National Union of Workers (NSW Branch).
- 3.5 "Performance indicators" is defined as a means of identifying trends and efficiencies against best practice benchmarks. They enable identification of areas where there is potential for further improvements.

# 4. APPLICATION AND SCOPE OF AGREEMENT

Registered
Enterprise Agreement

- 4.1 This Agreement shall apply to Supercoat Petcare Pty Limited (Inverell) and Supercoat Feeds Pty Limited (Inverell) both of Swanbrook Road, Inverell in the state of New South Wales.
- This Agreement shall be read and interpreted wholly in conjunction with the Pet Food Manufacturers (State) Award, provided that where there is any inconsistency between this Agreement and the Award, this Agreement shall apply.
- This Agreement rescinds and replaces all other agreements made between the Companies and the employees in the past, and includes any formal and informal agreements.
- This Agreement will take effect from the first pay period on or after the date of lodgement day of the signed Agreement to the Commission, i.e.,

Agreement Commencement Day = Date of lodgement of Agreement with Commission

New Rates Paid = First pay period on or after lodgement of Agreement date

Termination Date = Two (2) years from lodgement date

- 4.5 From the date of operation of this Agreement it is intended the Parties commence discussions with a view to developing productivity improvement measures to be used as the basis for reaching agreement on part future pay rises to occur in return for gains realised as a result of the successful implementation of such measures.
- The measures must identify those key indicators of performance from which continuous improvement targets can be established and worked towards.
- 4.7 It is intended that the measures be identified and the principles and mechanisms for the productivity improvement measures be finalised and implemented in twelve months from the date of operation of this Agreement.

#### 5. DURESS

5.1 This Enterprise Agreement has not been entered into under duress by any of the Parties.

# 6. OBJECTIVES

- To become a major Australian pet food manufacturer and marketer by providing a range of high quality, value-for-money pet food products to customers, and a reasonable rate of return to shareholders.
- To develop and implement a skills based structure which provides training for all employees to add to their existing skills and develop a broader range of skills enabling enhanced career prospects and higher rewards for all employees.
- 6.3 To achieve a working environment which all employees are involved and committed to participating in an ongoing improvement process through individual contributions and team work registered Agreement

Industrial Registrar

# 7. COMMITMENT

7.1 To ensure objectives of the Enterprise Agreement are achieved, all parties agree that the following measures will be introduced and remain in place:-

- Ongoing use of the Consultative Committee to provide two-way communication.
- Both Employees and the Company commit to a process of continuous improvement in safety,
   quality, productivity efficiencies and work organisation.

- All Employees will be encouraged and assisted via accredited training programs and assessments to progress to the highest level personally attainable, consistent with the needs of the workplace.
- d. The commitment and involvement of all Employee's to ensure a process of teamwork without imposing restrictions that limit the degree of co-operation and collaboration.
- Develop a meaningful and challenging work environment which allows Employees the freedom to act and accept responsibility for agreed objectives.
- The development and utilisation of Employee's skills and abilities which allows maximisation of labour flexibility within the limits of an employees recognised skill.
- g. The development of a skills based wage classification which rewards Employee's skills. abilities and team performance in line with the operational needs of the enterprise.
- h. The operation of the plant in a manner which will promote to the fullest extent possible:
  - Cost effective operations and changes to technology and work practices which will maintain our Companies mission.
  - ii. The health and safety of all employees.
  - iii. The total quality of products.
- The Parties to this award accept their joint responsibility to ensure this Agreement is effective and in the event of any uncertainty or dispute in resolving any difficulties, the Parties will be guided by that spirit and intent of this clause and of Attachment "2" DISPUTE AND DISCIPLINARY PROCEDURE.

  Industrial Registrar

#### 8. CONTRACT OF EMPLOYMENT

- 8.1 Employment, except in the case of casual employees, shall be terminated by one (1) weeks notice on either side, or by the payment or forfeiture of one (1) weeks wage as the case may be
- The Companies shall have the right to dismiss any employee without notice for conduct that justifies summary dismissal (for example but not limited to stealing/fighting/under the influence of alcohol or drugs/other activities, e.g., refusal of duty/neglect of duty/malingering, misconduct, unsafe conduct or property damage will be addressed via the "Dispute and Discplinary Procedure".
- The Companies may direct an Employee to carry out such duties which are within the limits of the Employee's skills, competency and training as defined in Attachment 3.
- The Companies may transfer Employees if the need arises to enable the Companies to increase productivity and efficiencies throughout the Companies, it is not the intention to transfer employees as a disciplinary measure.

8.5 The Companies shall engage casuals as per the current practise, to cover fluctuations in demand, leave and the normal function of line relief. The Companies shall use their discretion in the engagement of casuals regarding the use of external people/agencies.

#### 9. HOURS OF WORK

- 9.1 Ordinary work hours, on the basis of 38 hours per week, may be altered by the mutual agreement of the employer and employee. The week refers to Monday to Friday inclusive.
- 9.2 The following times are examples of standard shift times which may be altered subject to the above clauses:

	<b>Production</b>	<b>Packaging</b>	Maintenance
Day Shift	6.00am - 2.00pm	7.00am - 3.00pm	6.00am - 2.00pm
Afternoon Shift	2.00pm - 10.00pm	3.00pm - 11.00pm	2.00pm - 10.00pm
'Night Shift	10.00pm - 6.00am	11.00pm - 7.00am	10.00pm - 6.00am

- 9.3 The hours to be worked will be between the span of hours 5.00am to 6.00pm.
- 9.4 Changes in shift patterns will only occur after agreement has been reached by all Parties or by 28 days notice of alteration by the Companies.

## 10. OVERTIME/SHIFT LOADING

10.1

Registered Enterprise Agreement

Any employee required to work on Saturday shall receive a minimum payment of four (4) hours.

- An employee working overtime shall be allowed a rest period of ten minutes, without deduction of pay, after each four hours of overtime. The first two (2) hours of overtime will be at time and a half, and thereafter at double time.
- 10.3 All overtime worked on a Sunday shall be paid at the rate of double time.
- All overtime worked on a public holiday shall be paid at the rate of double time and half of an employee's ordinary rate.
- When overtime work is necessary it shall, wherever practicable, be so arranged that employee's have at least ten (10) consecutive hours off duty between the work of successive days.

- An employee, other than a casual employee, who works so much overtime between the termination of his/her ordinary work on one day and the commencement of the ordinary work on the next day that he/she has not had at least ten (10) consecutive hours off duty between those times shall be released from duty until he/she has had eight (8) consecutive hours off duty without loss of pay for the ordinary working time occurring during such absence. Employees commit to reasonable overtime as required.
- 10.7 Time worked outside the fixed hours because an employee leaves early or arrives late is to be regarded as ordinary time until the normal number of hours are worked for that day by mutual agreement with supervisor.
- 10.8 The Companies and the employees through the consultative process including all parties may agree to the variation of this clause to meet the circumstances of the work at hand.
- 10.9 Shift Allowances and Loadings will be as follows:

	RATE	DEFINITION		
Day Shift	\$	Shift worked between 6.00am and 6.00pm	}	
Afternoon Shift	\$57.70	Shift finishing after 6.00pm and at or before midnight	} }	Refer to 9.2 and span of
Night Shift	\$86.20	Shift starting at or after midnight and finishing at or before 8.00am.	}	hours for other shifts.
Instructed to Change Shift	\$22.90	Employee asked to change shift within the week being worked.	}	

10.10 Formal agreement has been reached with the Level 3 maintenance person in the evergest intered Companies requiring him to be "on-call" and for "call-ins".

Enterprise Agreement Registrat

# 11. MEAL BREAKS

- The normal time of taking scheduled meal breaks once having been determined may be altered by the Companies by mutual agreement, if it is necessary to do so in order to meet the requirements for continuity of production.
- The Companies may stagger the time of taking meal and rest breaks to meet operational requirement by majority of agreement with employees per section.
- 11.3 An Employee shall not be required to work more than five (5) hours without a break for a meal.
- All Employees will be entitled to one paid rest period, which shall be no more than twelve minutes.

  All employees are to be at their designated areas immediately after the completion of the rest period.

# 12. INTRODUCTION OF CHANGE

12.1 Where the Companies have 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 Companies shall notify all parties as soon as practicable after the definite decision has been made by the Companies but before implementation, who may be affected by the proposed changes via the individual employees or the Consultative Committee. The Companies will endeavour to give 28 days notice of such changes whenever possible.

# 13. CAREER STRUCTURES AND TRAINING

- 13.1 It is agreed by all Parties to this Agreement to have a workforce that has a culture of consultation. participation, trust, teamwork and continual improvement, where work practices are flexible and based on skills, where all employees are trained, committed and accountable for their job responsibilities.
- 13.2 The Wage Classification system (Attachment 1) will provide for a number of skill levels and job streams that will reflect the accumulation and utilisation of skills and incremental advancement.
- 13.3 The Parties recognise that this Enterprise Agreement will contain a framework for career advancement.
- 13.4 Training will be provided for Employees consistent with the needs of the business.

Registered
Enterprise Agreement
tencies both
Industrial Registrar

- 13.5 All Employees will be required to utilise recognised skills and assessed competencies both individually and within their team based role.

  Industria
- 13.6 The allocation of work to employees will be subject to the operational needs of the business taking into account the following:
  - a. the most effective utilisation of skilled resources.
  - b. equitable allocation of work between employees of similar level of competency or skill.
  - development of additional competencies and skills required by on-the-job training.
  - d. planning to allow acquisition of additional skills by training.
  - e. the need to ensure exposure to a variety of tasks so as to ensure that skills and knowledge are maintained.
  - When all things are equal (including merit and performance) seniority will be taken into account.

- 13.7 The Companies training program will aim to give Employees the opportunity to advance to the limits of their individual interests and capacities. It is recognised that progression may be limited by production requirements, training resources and the availability of equipment and safety factors.
- 13.8 Training programs will be designed and made available by the Companies according to its current and future operational needs.
- 13.9 The opportunity for Employees to acquire additional skills will be initially assessed on the following:-
  - There being a suitable vacancy or opportunity to meet operational requirements.
  - Application requesting to learn skills.
  - Applicant's work performance and attitude (e.g., time keeping record, attendance, sick leave record, etc).
  - d. Previous training undertaken.
  - e. The achievement of an acceptable level of proficiency from previous training.
  - Demonstrated aptitude for the skills which are to be acquired.
  - g Interview.
  - When all things are equal (including merit and performance) seniority will be taken into account.
- 13.10 The agreed process of consultation and grievance handling will be used for any employee who believes they have been overlooked or treated unfairly. (See Attachment "2" DISPUTE AND DISCRIPLINARY PROCEDURE).

# 14. LEAVE AGREEMENTS

- 14.1 A permanent employee who is absent from their work on account of personal illness, or on account of injury by accident, shall be entitled to sick leave subject to the following conditions and limitations:
  - The employee is entitled to sick leave if he/she has been employed by the Companies after a period of three (3) months.

Registered

- b. The employee shall not be entitled to sick leave for any period in respect of which he/she is entitled to Worker's Compensation.
- c. The employee should notify the Companies of their inability to attend for duty prior to the commencement of their shift, should this not happen then Clause 15 will be actioned.
- 14.2 An employee in the first three months of service is not entitled to sick leave, thereafter, in the first year of service shall be entitled to five (5) days of sick leave. During their subsequent years of service, an employee shall be entitled to ten (10) days of sick leave which shall be accumulated from year to year.

- 14.3 The policy of 1 day sick leave without a medical certificate and a medical certificate for 2 or more days applies.
- 14.4 This agreement provides all other NSW Legislated leave, e.g., compassionate/bereavement, maternity, carer's, long service and Annual Leave Loading of 17 1/2% of annual leave gross pay.

# 15. ABSENTEEISM CONTROL MEASURES

- 15.1 Sick Leave is unlike Annual Leave or Long Service Leave in that it is conditional upon an employee being ill or injured to the point of being unfit for duty. It is an insurance to protect the Employee and his/her family against hardship should he/she be unable to continue his/her normal occupation and should be only so utilised.
- 15.2 This procedure is designed to curtail sick leave abuse by employees who are absent from work and who are not genuinely unfit for duty and is to operate notwithstanding the provisions of Clause 14 Sick Leave.

#### 15.3 Procedures

- The Companies will review the sick leave records regularly with a view to establishing whether Employee attendance is satisfactory.
- b. Any employee with an unsatisfactory record shall be interviewed by the Companies.

  If the discussions in respect to the absences do not provide satisfactory reason for the absences, then a letter of warning shall result. The employees shall be given the opportunity to have a representative present during the interview.
- c. If no improvement is observed within a specified time, the employee will be again prize Agreement interviewed. If the interview results in unsatisfactory reasons being given, then a second letter of warning will be sent to the employee. This may also indicate that registrar proof of illness or a certificate may be required for any further absences.
- d. If the above action still results in unsatisfactory attendance at work, then a final warning is to be given and if this is disregarded then grounds will have been established for termination of employment.
- 15.4 The above procedure does not operate to withdraw the Companies right to take termination action or other disciplinary action against any employee if that employee has been found guilty of filling out a false sick leave application form and claiming leave pay when that person was not genuinely on sick leave. This is a matter relating to fraudulent misrepresentation which may justify instant dismissal.

#### 16. PRODUCTIVITY PERFORMANCE IMPROVEMENT MEASUREMENTS

- 16.1 All Parties commit to a process of continuous improvement measures and use of performance indicators as a means of measuring what has been achieved and identify further improvement opportunities. The role of key performance indicators is to assist in the attainment of the Companies corporate goals and improving site profitability and will be the measure for future wage increases.
- 16.2 Employees shall put in genuine efforts to achieve performance measures that will be developed and are to be reviewed regularly. Performance indicators may include, but are not limited to:
  - a. Absenteeism 0.5% monthly average.
  - Complaints In the areas of missing components, foreign matter, packaging integrity and b. weights reduce to 1 complaint per month.
  - Pig food 1 te per week. C.
  - d kgs/man hour measures for both Production and Packaging Departments and by shift.

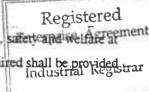
and any others agreed to by the Consultative Committee.

#### 17. REDUNDANCY

A redundancy clause will be negotiated by all Parties and agreed within 12 months of the signing of 17.1 this Agreement.

#### 18. HEALTH AND SAFETY

In accordance with the OH&S Act 1983, the Company shall ensure the health, safety and welfare are ment 18.I work of all their employees. Any protective clothing or safety equipment required shall be by the Companies and used in accordance with safety policies.



- 18.2 Employees will participate in activities to support the Company's Health and Safety policies including:
  - housekeeping and cleaning as part of normal duties. a.
  - training in emergency practices and simulations. b.
  - C. safety training.
  - d. safety audits.
  - e. incident/injury reports and follow up
  - f. risk assessment reports and participation
- 18.3 All Parties commit to the Companies Safety. Hygiene and Housekeeping policies.

#### ROSTERED DAYS OFF

19.1 The Companies business requires it to operate in a non-rostered day off environment.

#### 20. UNIFORMS

20.1 The Companies will provide uniforms in accordance with the Companies policy. This policy will be re-visited through consultation, and will be in accordance with the work areas needs and requirements. The employee is responsible for cleaning and maintaining their uniform for which an agreed laundry allowance will be paid, or the Companies will provide the laundering service. If an allowance is paid it will be included in normal weekly pays.

#### 21. WAGES AGREEMENT

- As at the date of this Agreement, all permanent employees in accordance with this Agreement shall be entitled to the wages per skill level as shown under Attachment 1. These payments are for commitment to the transition and implementation of a skills based wages classification and future productivity driven wage increases. Casual employees will be paid a casual loading of 12.5% and an annual leave loading of 8.33%.
- 21.2 The Service Agreement as detailed in Table 2 of Attachment 1 will be paid on an annual basis. Payments will be made in the first pay period in December each year with the first payment in December 1998 if the Enterprise Business Agreement is in place. All past continuous service is recognised. The Service Agreement applies only to permanent employees.
- 21.3 Annual Leave Loading will be paid on leave accumulated after the date of registration and will be at the standard rate for permanent employees. i.e., 4 weeks per annum at 17 1/2%.

  Registered
- Management and the Consultative Committee have established full agreement on a Wage Classification system and definitions of appropriate skills levels and gradings are clearly defined and assessment criteria established. The wage classification system will have four (4) levels, the skills determined per level will be specific for each work area. The "COMPETENCIES AND SKILLS LEVELS" at Supercoat Petcare Pty Limited (Inverell) and Supercoat Feeds Pty Limited (Inverell) is attached as Attachment "3".
- On or before the date of this Agreement all Employees will be classified according to the Wage Classification system, in keeping with Companies requirements at each level.
- 21.6 Employees will be required to undertake formal training without loss of pay when a training need is identified through the assessment process.

# 22. AGREEMENT NOT TO BE USED AS A PRECEDENT

22.1 The Companies and the Parties to this Agreement agree that the contents herein are not able to be used as a precedent within any other sections or part of the Companies operations in Australia. i.e., this Agreement applies only to the Supercoat Petcare Pty Limited (Inverell) and Supercoat Feeds Pty Limited (Inverell) operation.

## 23. SAVINGS CLAUSE

It is agreed that, for at least the life of this Agreement (2 years), the following employees, and only these employees, will retain their pre-Agreement hourly rate of pay with an ordinary week of 40 hours per week. Overtime rates and shift penalty rates are also payable to these employees under the Agreement.

<u>Emplovee</u>	Rate \$/Hr	Level Under EBA	Special Conditions
Greg Stewart	15.50	4	
Brett Hawkins	13.75	3	Subject to attaining Boiler Certificate
Perry O'Dell	13.75	3	-
Nigel Sharpe	13.00	2	
Ross Charters	12.25	2	

All other Agreement conditions apply to the above listed employees.

When the hourly rates of pay under the Agreement for each classification level in future match or exceed the above current rates for the five (5) employees concerned, the above listed five (5) employees will become absorbed into the new classification structure of the Agreement.

Registered Enterprise Agreement
The Companies take this action so that no employee shall be disadvantaged by the making of this
Agreement as a whole. New employees will commence under the classification structure of the Registrar Agreement.

#### 24. SIGNATORIES TO AGREEMENT

For and on behalf of the Companies.

Supercoat Petcare Pty Limited (Inverell) and Supercoat Feeds Pty Limited (Inverell)

John Morkunas

Manufacturing Manager

Witnessed by: Stewart Kramer

Administration Supervisor

Date

For and on behalf of the Employees.

this document has been negotiated in consultation with the Supercoat Petcare Pty Limited (Inverell) and Supercoat Feeds Pty Limited (Inverell). Employees by the following people, whose signatures appear below, and we would like to recognise their efforts.

Date

Ross Charter

Date

For and on behalf of the National Union of Workers (NSW) Branch

Registered

Industrial Registrar

Frank Belan

State Secretary

Date 19 . 11 . 9 8

# ATTACHMENT 1 - Wage Classification System

**TABLE 1 - WAGE CLASSIFICATION SYSTEM** 

Skills Set Required/Prerequisites	Gross Hourly Rate
See Competencies/Skills Descriptions	\$14.26
See Competencies/Skills Descriptions	\$12.65
See Competencies/Skills Descriptions	\$11.96
Entry Level	\$11.43
	See Competencies/Skills Descriptions  See Competencies/Skills Descriptions  See Competencies/Skills Descriptions

**TABLE 2 - SERVICE AGREEMENT** 

Years of Service	Weekly Equivalent Payment	Annual Payment Each December
One (1) to Three (3) Years	\$2.00	\$104.00
Four (4) to Eight (8) Years	\$4.00	\$208.00
Nine (9) or greater	\$6.00	\$312.00

Registered
Enterprise Agreement

Industrial Registrar

#### **ATTACHMENT 2**

#### "DISPITE AND DISCIPLINARY PROCEDURE"

# 1. Dispute Procedure

The disputes and disciplinary procedure should be read in conjunction with each other.

- Q What happens if you, individually or with other employees have a dispute or grievance about work or work related matter?
- A. (i) In relation to any work related issue between you, other employees and the Companies, you will immediately notify your supervisor as soon as possible about the matter and request a meeting with him or her to discuss it. This meeting must occur within five days of the incident. At this meeting, you and the supervisor will attempt resolve the matter by:

you and your supervisor conferring on the matter, and

the supervisor responding either verbally or in writing to the issue within 24 hours of the meeting finishing.

- (ii) If you are not satisfied with the supervisor's response, you can arrange another meeting with the Manufacturing Manager. This meeting should occur within 48 hours, with a response to you within 24 hours of the meeting finishing. If a longer period is required, you will be immediately notified by the Manufacturing Manager. The employee may seek Union representation at this stage of the procedure.
- (iii) If the matter is not resolved after this meeting either party may refer the matter to the New South Wales Industrial Commission for assistance in relation to the particular issue or matter.
- B. While the above procedure is being followed, work shall continue as normal and status quo applies.

# 2. Disciplinary Procedure

- Q What is the procedure the Companies must adopt if it wants to discipline you about your work Registered performance or other matters of concern to the Companies?

  Enterprise Agreement
- A. The Companies will not intentionally terminate you in an unlawful manner. To this end, the Companies will adopt the following procedures when disciplining you for misconduct, poor were trial Registrar performance or other conduct warranting, in the Companies opinion, an official warranting.
  - 1. If a problem occurs, your supervisor will initially interview you and explain the matters for concern and improvements expected.
  - 2. Both your supervisor and the Manufacturing Manager will later interview you. The matter of concern will be fully outlined to you at the meeting, at this stage you may be given an official warning about the matter. You will receive a record of the meeting, which will include the matters raised with you and the response by you to the allegation(s). A copy of the written warning (if any) will be placed on your file for a period of six months unless you have convinced the Companies that such warning is not appropriate and the Companies accept your explanation. The employee may have your union representative present at this meeting if they so wish.

- If there is no improvement in your behaviour or performance within the stipulated period set out in the first written warning, or further acts of misconduct or poor performance recur within that period, you will receive a second written warning, but only after the same procedure that was adopted for the first warning has been followed. This second warning will stay on your file for twelve months.
- 4. If you do not satisfactorily improve your performance within the agreed period, or the conduct recurs within the twelve month period, the Companies may dismiss you after it has conducted a full investigation into the problem and has considered your response or e explanation. The same procedure for this meeting will be followed as above.
- During the implementation of any part of this procedure, your work will continue as normal without any disruption to the Companies operations. The Companies may, however, in cases of alleged serious misconduct immediately terminate you, suspend you (with pay) if an investigation is required or move you to another area of the workplace while an allegation of misconduct is investigated. The maximum period of suspension will be seven working days. The Companies will rely on the results of this investigation to determine whether you will be immediately terminated or given an official warning.

6. The provisions of this clause will not apply in cases of serious misconduct, when your employment may be terminated immediately, which may include an investigation under red Clause 5.

Enterprise Agreement

Industrial Registrar

#### **ATTACHMENT 3**

# COMPETENCIES AND SKILL LEVELS AT SUPERCOAT PETCARE PTY LIMITED (INVERELL) AND SUPERCOAT FEEDS PTY LIMITED (INVERELL)

# SUPERCOAT PETCARE PTY LIMITED (INVERELL) and SUPERCOAT FEEDS PTY LIMITED (INVERELL)

It is a general requirement that the performance of the competencies be:

- within State legislative requirements where appropriate
- within legislative and company safety standards
- free of error
- to Quality Assurance standards as established by use of HACCP at Inverell
- to OH&S standards

The competencies have been generally modelled on industry operating standards and have some flexibility to allow for revision as required.

A person at a given competency level is assumed to be competent at the lower levels. In general forces level competencies have not been listed in the higher levels.

Enterprise Agreement

Within each competency level the format required by the industry standards has been followeddustrial Registrar

Unit: refers to overall function, skill or responsibility

Element: refers to action/s required to achieve the unit

Performance criteria: refers to the outcome expected in the workplace

Range: refers to the variety of conditions in the work environment

## Level One

Overview: Entry level employee who has completed induction program and is being trained to perform Level 2 tasks (maximum 3 months).

# Level of Supervision

constant direction and assistance provided

# Level of Decision-Making Responsibility

\* follow specific instructions and defined procedures

## **Communication Skills**

\* basic literacy and numeracy - follow verbal and written instructions and procedures

# Teamwork

work and communicate within team

#### Computer Skills

none required

# OH&S

knowledge and application of OH&S policies and procedures

# Level of Quality Assurance

responsible for quality of own work

# Typical Responsibilities/Tasks:

- \* routine manual duties
- packing
- weight and seal checks
- \* general labouring
- \* housekeeping and cleaning duties
- \* operate hand pallet trolley

Skill/Unit of Competency	Performance Cr	iteria
1.1 Complete induction program	Basic OH&S First aid procedures Customer awareness Quality guidelines Evacuation and fire proced Housekeeping Hygiene and sanitation Enterprise agreement/com	-

#### Level Two

# A Level Two employee has achieved the relevant competencies of Level One.

Overview: An employee at this level is involved in manual and simple automated processes at a high level of efficiency and contributes to a team environment.

## Level of Supervision

direction and assistance provided as required

# Level of Decision Making Responsibility

- \* exercise only minimal decision making
- follow specific instructions/directions/procedures in the correct order

# **Communication Skills**

- basic literacy and numeracy follow verbal and written instructions and procedures
- accurate recording of basic information

# Teamwork

- work and communicate within team
- \* assist in training employees aspiring to Level 2 through verbal instruction and/or demonstrating process

#### Computer Skills

basic keyboard or touch screen computer operation if required

### OH&S

knowledge and application of OH&S policies and procedures

# Level of Quality Assurance

- \* responsible for quality of own work
- \* recognise deviations or faults in materials/product: take corrective action or notify appropriate personnel

## Typical Responsibilities/Tasks:

- hand pack products
- \* operate simple machines, e.g., case taping, stretch wrapping, batching, hammermilling
- manually load/unload product into machine
- \* identify basic machine faults
- clean equipment
- operate fork lift/reach truck, i.e., licensed fork lift operator or permit holder
- transfer/weighting of waste material
- make checks and set use bys and codes
- batching operator
- palletising operators
- cleaners
- \* storemen
- despatch operator
- cartonning operators

Registered Enterprise Agreement

Industrial Registrar

# Skill/Unit of Competency:

# 2.1 Manual Handling in the Packaging/Production process

# Range:

- \* Product
- \* Packaging equipment
- Packaging materials
- \* Packaging standards
- Schedules
- \* Recording system
- \* Hygiene requirements of the plant
- \* OH&S for using equipment and handling loads

	Element of Competency	Performance Criteria
2.1.1	Load/unload product/packaging into packaging/production line	Load Materials
		Make checks: date, code, use-bys contamination, seals
2.1.2	Hand pack product into boxes, bags, outers	Hand pack required number of product into boxes, bags, outers
		Make appropriate checks
2.1.3	Stack packaged product	Stack packaged product on pallets according to OH&S
		Apply pallet tickets

# 2.2 Store/transfer stock

# Range:

- Raw materials/ingredients/packaging materials
- Documentation for incoming goods
- Storage system for materials/ingredients
- Testing procedures
- OH&S standards for manual loading and unloading
- Hygiene standards for food handling
- Reporting system

Registered

	Element of Competency	Performance Criteria Industrial
2.2.1	Store and transfer stock	Store/transfer ingredients according to OH&S Follow stock rotation procedures
		Weigh waste material
2,2.2	Operate Fork lift/Reach Truck	According to OH&S
2.2.3	Transfer waste	Transfer waste material according to procedures

# 2.2.3 Receive goods and despatch goods

# Range:

- \* Materials
- \* Equipment
- \* Hygiene requirements
- \* OH&S requirements for handling, loading and unloading
- \* Recording procedures

	Element of Competency	Performance Criteria
2.2.3.1	Receive bulk product/raw materials/finished goods and despatch	Receive bulk product/raw materials/ finished goods and complete required checks
		Check items with order and delivery docket
22		Complete appropriate paperwork
		Make adjustments or notify appropriate person if problem/fault
		Weigh/transfer waste

# 2.2.4 Despatch/drive fork lift/reach truck

# Range:

- \* Fork lift vehicle and equipment
- \* Licence standards for operation
- \* Goods being transported
- \* Recording system

	Element of Competency	Performance Criteria	
2.2.4.1	Prepare fork lift for operation	Prepare as required in fork life licence rise	tered Agreemer
		Conduct routine checks prior to use and inclustria	l Registra
2.2.4.2	Drive fork lift	Drive fork lift according to licence standards	
2.2.4.3	Operate fork lift	Operate to licence standards	
2.2,4.4	Transport Goods	Stock pick using pick slips	
		Load and unload according to appropriate safety standards	
2.2,4,5	Handle basic stock enquires	Check quantities and location using BPCs	

2.2.4.6	Stock movements recorded	Stock movements recorded according to procedure
		Movements, spillage/damage recorded
		Faults detected and reported
	×	Stock received on computer

# 2.3 Operate simple automated outer packaging processes, e.g., case taping, stretch wrapping. Range:

- \* Simple automated equipment
- Packaging standards
- QA procedures
- \* OH&S for using equipment

Element of Competency		Performance Criteria	
2.3.1	Set up packaging machine	Set up machines to SOP	
2.3.2	Operate outer packaging machine	Operate packaging process using simple automated equipment	
		Faults identified and reported	
		Clean according to SOP	

# 2.4 Operate simple process machine Range

- \* Unit/section of production line
- \* Production schedule
- Production standards
- QA procedures
- OH&S requirements
- Hygiene requirements
- Reporting system
- \* SOPs

	Element of Competency	Performance Criteria Agreemen
2.4.1	Set up machine	Set up machine to SOP
2.4.2	Operate machine	Run machine following production procedure - SOP
	ř.	Clean according to SOP
2.4.3	Record production/QA data	Complete checklists reports

# 2.5 Clean equipment

# Range

- Equipment
- Cleaning Materials
  Hygiene requirements for cleaning equipment
  OH&S requirements for cleaning equipment

	Element of Competency	Performance Criteria
2.5.1	Clean equipment	Identify need for cleaning
		Clean according to SOP
2.5.2	Complete housekeeping duties	Perform housekeeping tasks as required
2.3.2	Complete muscaceping unites	to established standards

Unterprise Agreement

Industrial Registrar

#### Level 3

An employee at Level Three has achieved the relevant competencies of Levels One and Two.

Overview: An employee who is able to operate more complex packaging line or production line/system at a high level of efficiency and includes the assistant maintenance person.

#### Level of Supervision

assistance and support available on a regular basis

### Level of Decision Making Responsibility

- Moderate decision making
- make some decisions within limits of tasks without supervisory assistance

#### Communication Skills

- follow detailed instructions/procedures
- record information accurately as required

#### Teamwork

- co-ordinate and monitor work of team members ranging from minimum of 1 to a maximum of 4
- assist in training employees aspiring to be Level 3 through verbal instruction and/or demonstrating process

# Computer Skills

access and/or accurately input information as required

#### OH&S

knowledge and application of OH&S policies and procedures with responsibility for safety of others in the work area

# Level of Quality Assurance

- responsible for quality of own work and team
- recognise quality assurance problems and take/recommend action

# Typical Responsibilities/Tasks:

- operate packaging or production machines or maintain all machinery in plant
- identify faults in process
- clean equipment
- complete running adjustments to equipment

- follow basic maintenance procedures to complete routine service and adjustments Agreement extruder, dryer, coater, transfer to correct him. extruder, dryer, coater, transfer to correct bins operator and leads activity of batching operator under his control, and is licensed Boiler Attendant.

Registered

- packaging machine set-up, fine tune and run operator of current machines, i.e. Semca, Eagle-Budpack and leads activity of bagging, cartonning, palletising and internal transport operators under his control
- Assistant Maintenance person able to "breakdown" and "routinely" maintain all machinery in the plant with or without the direction of the Senior Maintenance person.

# 3.2.2 Packaging product

# Range:

- \* Unit/section of packaging line
- \* Schedule
- \* Standards
- \* QA procedures
- OH&S requirements for equipment and handling
- \* Hygiene requirements
- Specifications
- \* Recording/Reporting system

	Element of Competency	Performance Criteria
3.2.1	Set up machine	Set up packaging materials, bins
		Set weight controls, date, bar code, ratios speed, etc.
		Set and adjust seals
3.2.2	Operate packaging machine	Operate packaging process according to SOP
		Test reject mechanisms
		Store/transfer product/ingredients
		Weight, record, transfer waste

# 3.3 Manufacture product

# Range:

- \* Units/selection of production line
- \* Production schedule
- \* Production standards
- \* QA Procedures
- \* OH&S requirements for operation and handling
- Hygiene requirements
- Reporting/recording system

	Element of Competency	Performance Criteria	Registered Enterprise Agreement
3.3.1	Set up machine	Set up machine for operation acto formulation	cordingustrial Registrar
		Select and assemble ingredients according to formulation	
		Make adjustments for product	
	<u> </u>	Do test run	
3.3.2	Operate machine	Operate production line accordi	ng to SOP
3.3.3	Test quality of product	Test quality of product accordin	g to
3.3.4	Record production data and QA	Complete checklists/reports	·

# 3.4 Perform cleaning and minor routine maintenance

# Range:

- \* Equipment/machinery requiring adjustment/repair
- \* Agreed maintenance responsibilities
- Standards
- \* Schedules
- \* Cleaning materials
- \* OH&S requirements
- \* Reporting system

	Element of Competency	Performance Criteria
3.4.1	Perform cleaning and routine maintenance	Perform basic running adjustments to equipment
		Clean equipment
3.4.2	Identify and correct problems with seals and weight control	Identify and correct
3.4.3	Perform housekeeping duties	Perform required housekeeping duties

# 3.5 Co-ordinate team

# Range:

- \* Team structure
- \* Responsibility to co-ordinate team
- \* Hygiene and OH&S requirements

l.	Element of Competency	Performance	Criteria
3.5.1	Co-ordinate team tasks	Allocate tasks	Registered Enterprise Agreemer
		1	Industrial Registra

#### Level 4

# An employee at Level Four has achieved the relevant competencies of Levels One, Two and Three

Overview: An employee who is able to operate all packaging machines or an entire packaging/production line/system involving more than one production process at a high level of efficiency and has the ability to assume leadership of a Department in the absence of the Departmental Supervisor.

#### Level of Supervision

assistance and support available on a general basis

#### Level of Decision Making Responsibility

- high decision making. Departmental Supervisor provides broad guidelines
- makes many decisions within limits of tasks without supervisory assistance

#### Communication Skills

- follow detailed instructions/procedures
- record information accurately as required

# **Teamwork**

- allocate, co-ordinate and monitor work of team members
- assist in training employees aspiring to level 4 through verbal instruction and/or demonstrating

#### Computer Skills

access and/or accurately input information as required for job

#### OH&S

knowledge and application of OH&S policies and procedures with responsibility for safety of others in the work area

# Level of Quality Assurance

- responsible for quality of own work and team
- recognise quality control problems and take/recommend action

# Typical Responsibilities/Tasks:

operate a range of packaging machines and/or production machines and deputise for Departmental Supervisor control stock movements in and out

assist in routine maintenance

Industrial Registrar

# Unit of Competency:

# 4.1 Prepare and monitor entire packaging line processes

# Range:

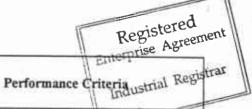
- \* Packaging schedule
- \* Equipment
- Operating standards
- QA procedures
- OH&S requirements for operation and cleaning of equipment
- Cleaning procedures
- \* Reporting/recording procedures

12	Element of Competency	Performance Criteria
4.1.1	Set up packaging line	Set up packaging line for
_		operation according to SOP
4.1.2	Operate packing processes	Operate packing process
	<del></del>	Monitor waste as required
4.1.3	Conduct basic in-process tests on packaged product	Conduct tests
		Make appropriate adjustments according to QA
4.1.4	Deputise Departmental Supervisor	As required to standards

# 4.2 Prepare and monitor entire production process

# Range:

- Production standards
- Production schedules
- Machinery
- QA procedures
- \* SOPs
- OH&S requirements
- Hygiene requirements
- \* Reporting/recording system



# **Element of Competency**

4.2.1 Prepare and set up machines, i.e.,
Batching, bins, extrude, dryer, coater,
transfer conveyors to packaging department.

Clean machines and set up for next

Make machine adjustments as required

4 2.2	Prepare ingredients/raw materials	Identify, assemble and weigh ingredients according to formulation
		Ensure correct blending of raw materials.
<del>1</del> .2.3	Operate machines	Run machines
		Make necessary adjustments, e.g., drying changes, batches, coating
4.2.4	Record production and QA data	Complete checklists/reports
4.2.5	Deputise Departmental Supervisor	As required to standards

# 4.3 Perform cleaning and routine maintenance

# Range:

- \* Agreed maintenance responsibilities
- \* Equipment/machinery requiring adjustment/repair
- \* Cleaning standards
- \* Schedules
- \* Cleaning materials
- \* OH&S requirements for machinery maintenance

Hygiene and OH&S requirements

\* Reporting system

	Element of Competency	Performance Criteria	a ·
4.3.1	Conduct routine maintenance	Maintain machinery as required lubrication, sealing jaws	ired. e.g
4,3,2	Clean equipment according to SOP	Identify need for cleaning	h A
		Clean according to SOP	
4.3.3	Complete/monitor housekeeping duties	Complete housekeeping as r	equiredRegistered
	-ordinate work activity	X .	Enterprise Agreeme
Range: • •	Team structure Agreed responsibility		Industrial Registre

Element of Competency	Performance Criteria
4.4.1 Co-ordinate work of employees	Plan work and encourage effective team work