

**SAPUTO DAIRY AUSTRALIA PTY LTD**  
**EVERYDAY CHEESE**  
**&**  
**UNITED WORKERS UNION**  
**ENTERPRISE AGREEMENT**  
**2023**

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## **PART 1 APPLICATION AND OPERATION OF AGREEMENT**

### **1. AGREEMENT TITLE**

This Agreement shall be known as the *Saputo Dairy Australia Pty Ltd Everyday Cheese & United Workers Union Enterprise Agreement 2023*.

### **2. OBJECTIVES**

This Agreement seeks to establish an environment and program which will enable the orderly introduction of change by providing a framework to address efficiency and productivity issues at site level.

Consistent with the principles detailed in this Agreement the parties agree to develop this framework with the objectives of:

- continuous improvement in quality of product and customer service;
- satisfying consumers with value for money products;
- a work environment where people can contribute to the progress of each site;
- harmonious work environment based on team structure;
- continuous employee training and development.

### **3. DEFINITIONS**

- 3.1 **"Day Worker"** means an employee whose ordinary hours are worked Monday to Friday between the hours of 6.00am and 6.00pm. Provided that the spread of hours or daily hours prescribed by this agreement may be altered as to all or a section of the employees by mutual agreement in writing between the Company and the employee/s representative/s.
- 3.2 **"Shift Worker"** means an employee, other than a day worker, whose ordinary hours are worked on any five days of the week.
- 3.3 **"Continuous Shift Work"** means work carried on with consecutive shifts of employees throughout the 24 hours of each day, Monday to Sunday inclusive, without interruption, except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the Company.
- 3.4 **"Stored Day(s) Off"** means that period of time accumulated by virtue of the application of the options contained in Clause 21.5 of this Agreement.
- 3.5 **"Employee Representative"** can mean a recognised Union Delegate or, an Official of the Union.

### **4. DATE OF OPERATION**

- 4.1 This Agreement shall come into operation seven (7) days after the date of approval by the Fair Work Commission, and shall remain in force until the 30 June 2026.
- 4.2 The Company, employees and their representative/s ("the parties") agree to commence negotiations for a new agreement at least three (3) months before the nominal expiry date of this Agreement. The negotiations will be conducted on a collective basis between the covered parties, with negotiated outcomes being collectively approved. The covered parties agree to bargain collectively in relation to any matters whether arising from this Agreement, including the renewal, extension, variation or negotiation of this Agreement.

## 5. PARTIES BOUND AND COVERED BY THIS AGREEMENT

- 5.1. The parties bound or covered by this Agreement are:
- 5.1.1. All employees, whether members of a Union or not, engaged in any of the occupations or callings specified in this Agreement and;
  - 5.1.2. Saputo Dairy Australia Pty Ltd ("**the Company**") in respect of its Everyday Cheese ("**EDC**") plant operations at Allansford - Great Ocean Road Allansford, Victoria 3277 and;
  - 5.1.3. The United Workers' Union ("**the Union**"), its officers and members.
- 5.2. This Agreement shall apply to those employees of the Company, engaged in the process, trade business or occupation of manufacturing and preparing for trade or sale, cheese and any other dairy products.
- 5.3. This Agreement supersedes the *Warrnambool Cheese & Butter EDC & National Union of Workers Agreement 2017*, and rolled over in 2020, and represents the total agreement between the parties at the sites referred to in paragraph 5.1 above. However, no employee shall suffer any reduction in entitlements as a result of the application of this subclause. The terms or the Agreement identified below may be varied by an individual flexibility arrangement.
- 5.4. **Relationship with National Employment Standards**
- This Agreement will be read and interpreted in conjunction with the National Employment Standards ("**NES**"). Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

## 6. WORKPLACE FLEXIBILITY

The terms of the Agreement identified below may be varied by an individual flexibility arrangement ("IFA").

Clause Title
Salary Sacrifice
Shift Structures
Hours of Work

- 6.1. The Company will not make an IFA unless the following conditions are satisfied:
- 6.2. The IFA must meet the genuine needs of an employee and the Company.
- 6.3. The IFA must be genuinely agreed to by the employee and the Company and be at the instigation of the employee.
- 6.4. The IFA must be about permitted matters under section 172 of the *Fair Work Act 2009*.
- 6.5. The IFA must not include a term that would be unlawful under section 194 of the *Fair Work Act 2009*.
- 6.6. The IFA must result in the employee being better off overall than if no IFA had been made.
- 6.7. The IFA must not disadvantage or discriminate against the employee, or other employees or a group of employees, whether directly or indirectly.
- 6.8. Arrangements may only be made with existing employees and must not be made a condition of engagement.

- 6.9. The IFA must be recorded in writing and signed by the Company and employee (and if the employee is under 18 years' of age, by the parent or guardian) in the presence of the union delegate.
- 6.10. The IFA must be translated into a language that the employee understands.
- 6.11. The IFA must be given to the employee and the union within seven (7) days of it being agreed to.
- 6.12. The IFA must be able to be terminated by either party, by giving seven (7) days written notice, or at any time by mutual written agreement.
- 6.13. Prior to an employer entering into an IFA to address the Company's genuine needs, the Company must consult with the union about such genuine needs.
- 6.14. It is a very serious breach of this Agreement if the Company enters into an IFA and the above conditions are not satisfied.

## **PART 2 COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION**

### **7. COMMUNICATION**

The parties agree that there is a need for ongoing communication to ensure that employees receive sufficient information about each site. As a result of this information sharing, employees will have a greater awareness of the site's objectives, future plans, its interaction with customers, suppliers and its problems.

Management is committed to information sharing, ensuring that an effective communication link exists. Good communication flows in both directions, and the parties acknowledge the need for continued meetings between representatives of Management and the workforce to:

- Assist in the implementation of all the efficiency changes in this Agreement and to act appropriately to ensure the smooth introduction of these changes.
- Work towards major and positive attitudinal change.
- Assist with development, defining and redefining site procedures as and when required.
- Provide the forum for exploring continual efficiency gains.
- Provide the forum for discussion on training needs.
- Discuss skills required at the enterprise.
- Provide a forum for Management to inform the workforce about:
  - a) market trends
  - b) important matters which affect employees and which relate to the productive performance of each site;
  - c) actions necessary to match our competitors.

#### **7.1. Joint Consultative Committee (JCC)**

- 7.1.1. Management will not be required to release information of a confidential nature, the general circulation of which may damage the Company's commercial interests and could affect the job security of employees.
- 7.1.2. Management and employees at each site agree to form a Consultative Committee.
- 7.1.3. The overall purpose of a Committee is to provide an environment for greater two way communication and in doing so establish a forum in which employees are able to express their points of view and allow management to utilise employee knowledge and experience.

- 7.1.4. The Committee will meet to discuss such things as casual conversion and the effect that business change has on manning levels for the site in the view to determining appropriate number of permanent employees required.
- 7.1.5. The Consultative committee will be made up of company representatives, employees from each shift, and employee representatives (including union delegates), and will meet on a regular basis but not less than three monthly.
- 7.1.6. Where a matter is unable to resolved to the satisfaction of a quorum of members of a site OH&S Committee, it may be referred to the site JCC for consultation in accordance with this Agreement.
- 7.1.7. The Company and employees shall support measures to minimise the risk of prolonged exposure to extreme thermal work environments including working in the heat and extreme cold. To do so, Company management will consult within the JCC, in addition to the OH&S Committee, about how to mitigate against the issues that arise when employees work in hot conditions over the summer months or cold conditions in the winter months.

## 7.2. **Environment and Sustainability**

The Company's goal is to safeguard the environment while continuing to grow as a world-class dairy processor and provide sustainable jobs into the future.

The relevant Company managers responsible for sustainability and environment will, where invited, attend a yearly site JCC in order to provide an update to attendees on the Company's environmental and sustainability programs of work.

## 8. **CONSULTATION TERM**

- 8.1. This term applies if the Company:
  - a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
  - b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.
- 8.2. *Major change*

For a major change referred to in paragraph (8.1)(a):

  - a) the Company must notify the relevant employees and the Union of the decision to introduce the major change; and
  - b) subclauses (8.3) to (8.8) apply.
- 8.3. The relevant employees may also appoint a representative for the purposes of the procedures in this term.
 

If:

  - a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - b) the employee or employees advise the Company of the identity of the representative;

the Company must recognise the representative.
- 8.4. As soon as practicable after making its decision, the Company must:



- a) discuss with the relevant employees and the Union:
    - i) the introduction of the change; and
    - ii) the effect the change is likely to have on the employees; and
    - iii) measures the Company is taking to avert or mitigate the adverse effect of the change on the employees; and
  - b) for the purposes of the discussion provide, in writing, to the relevant employees and the Union:
    - i) all relevant information about the change including the nature of the change proposed; and
    - ii) information about the expected effects of the change on the employees; and
    - iii) any other matters likely to affect the employees.
- 8.5. However, the Company is not required to disclose confidential or commercially sensitive information to the relevant employees and the Union.
- 8.6. The Company must give prompt and genuine consideration to matters raised about the major change by the relevant employees and the Union.
- 8.7. If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Company, the requirements set out in paragraph (8.2)(a) and subclauses (8.3) and (8.4) are taken not to apply.
- 8.8. In this term, a major change is **likely to have a significant effect on employees** if it results in:
- a) the termination of the employment of employees; or
  - b) major change to the composition, operation or size of the Company's workforce or to the skills required of employees; or
  - c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - d) the alteration of hours of work; or
  - e) the need to retrain employees; or
  - f) the need to relocate employees to another workplace; or
  - g) the restructuring of jobs.

**Change to regular roster or ordinary hours of work**

- 8.9. For a change referred to in paragraph (8.1)(b):
- a) the Company must notify the relevant employees of the proposed change; and
  - b) subclauses (8.10) to (8.13) apply.
- 8.10. The relevant employees may appoint a representative for the purposes of the procedures in this term.
- If:
- a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - b) the employee or employees advise the Company of the identity of the representative; the Company must recognise the representative.
- 8.11. As soon as practicable after proposing to introduce the change, the Company must:
- a) discuss with the relevant employees the introduction of the change; and

- b) for the purposes of the discussion – provide to the relevant employees:
    - i) all relevant information about the change, including the nature of the change; and
    - ii) information about what the Company reasonably believes will be the effects of the change on the employees; and
    - iii) information about any other matters that the Company reasonably believes are likely to affect the employees; and
  - c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 8.12. However, the Company is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 8.13. The Company must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- 8.14. In this term **relevant employees** means the employees who may be affected by a change referred to in subclause (8.1).
- 8.15. It is agreed between the parties that all employees, at all levels and sites, will continue to cooperate through the established Joint Consultative Committee forum to pursue efficiency and productivity improvements for the betterment of the Company, its employees, and its farmers. It is agreed that the JCC will continue to be developed and utilised.
- 8.16. It is agreed between the parties that the need to provide safe working conditions and wellbeing of all employees is the key to overall success. It is agreed that the OH&S committees will continue to be developed and utilised in this process.
- 8.17. OH&S representatives and employees from the relevant work area will be consulted by the rehabilitation provider at the time a return-to-work plan is being designed.
- 8.18. For the purposes of this clause notification of the Union will be achieved by notifying the union delegates and the site organiser.

## **9. PROCEDURE FOR THE AVOIDANCE OF INDUSTRIAL DISPUTES**

- 9.1. All sites depend on milk supplied for their ongoing viability and success. Similarly, milk suppliers depend on the Company and its employees for reliable and timely service. Due to the perishable nature of raw materials and product, it is essential that all sites maintain continuity of operations.
- 9.2. The parties to this Agreement will, therefore, observe the following procedure for the avoidance of industrial disputes.
- 9.3. The objective of the procedure is to promote the resolution of grievances and disputes by measures based on consultation, cooperation, communication, and common sense; to reduce industrial confrontation; and to avoid interruption to the performance of work and consequential loss of wages and production.
- (i) In the first instance, the matter in dispute should be discussed at the workplace between the employee(s) concerned and the relevant Line Manager.

- (ii) If the matter in dispute remains unresolved, the matter will be discussed at the workplace between the employee(s) concerned, the Union delegate and the relevant Line Manager.
  - (iii) If the matter in dispute remains unresolved, the matter will be discussed between more senior levels of management at that site, the employee(s) and the Union Organiser.
  - (iv) If the matter in dispute remains unresolved, the matter will be discussed between Regional Operations Managers and an appropriate senior official of the Union. The provisions of this sub-clause should occur within three (3) weeks. If discussions do not occur within three (3) weeks or the matter remains unresolved for three (3) weeks, the dispute will move to the next stage of this procedure unless there is agreement to extend this period.
  - (v) If the matter in dispute remains unresolved, the Company, the employee(s) or the Union may refer the dispute to the Fair Work Commission to deal with, using any of its powers including conciliation, and, if necessary, arbitration.
- 9.4. The Company, the employee(s) and the Union agree to abide by any decisions or orders made by the Fair Work Commission, subject to exercising any right of appeal.
- 9.5. Until the matter in dispute is determined, the status quo will prevail. The status quo is what was in place prior to the matter being in dispute.
- 9.6. A nominated employee representative may be involved in any of the above steps.
- 9.7. In this clause, a matter in dispute can include the operation of this Agreement or the NES (including subsections 65(5) and 76(4) of the *Fair Work Act 2009*).

### **PART 3 EMPLOYER AND EMPLOYEE DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED MATTERS**

#### **10. TERMS OF ENGAGEMENT**

- 10.1. It is the intention of the Company that vacancies for ongoing permanent roles be filled on that basis. Short term engagements may be entered into to support immediate business operations, however any temporary, seasonal or casual workers will only be engaged on the terms set out in this Agreement. The number of temporary, seasonal, or casual workers engaged and the role they are backfilling, will be provided to the Union at the JCC or as otherwise agreed.
- 10.2. The Company will initially engage a full-time, part-time employees for a probation period of six (6) months for the purpose of determining the employee's suitability for ongoing employment. The employee must be advised in writing in advance that the employment is subject to the probation period.
- 10.3. Termination of employment by either party during the probation period is on the basis of one (1) weeks' notice. The Company has the discretion to either give this notice or pay in lieu of it.
- 10.4. The probationary period forms part of an employee's period of continuous service.
- 10.5. An employee to become entitled to payment under this Agreement shall be ready, willing and available for work at the times and during the hours which they are rostered.

10.6. Notwithstanding anything elsewhere contained in this Agreement, the Company shall have the right to deduct payment for any time the employee cannot be usefully employed because of any strike or through any breakdown in machinery or any stoppage of work by any cause for which the Company cannot reasonably be held responsible.

10.7. **Part-time employees**

10.7.1. A part time employee is an employee, who is ready willing and available to work a specified number of ordinary hours per week, which will be less than 38 hours per week but not less than three (3) hours on any day as agreed in writing between the Company and the employee. Part time employees shall be employed under the condition prescribed by this Agreement for weekly employees.

10.7.2. A part-time employee shall be paid for each hour worked at the rate of one thirty eighth (1/38) of the appropriate weekly rate prescribed by this Agreement. All time worked outside the agreed ordinary hours of work shall be paid for at the appropriate overtime rate.

10.7.3. The proportion of part-time employees in any establishment shall not exceed one (1) for each three (3) or fraction of three (3) employees engaged as full-time employees.

10.7.4. *Flexible Part Time*

The Company may employ flexible part time employees.

A flexible part-time employee is an employee who:

- a) Works less than full-time hours of 38 and more than 15 hours per week; and
- b) Has a fixed roster of base shifts each week and receive, on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work; with the ability by agreement to work extra shifts in addition to those base shifts, with any applicable shift loadings or penalty rates to apply as normal; except overtime, which shall be paid as per 10.7.7.

10.7.5. At the time of engagement the Company and the flexible part-time employee will agree in writing, on a regular pattern of work, specifying at least the base shifts worked, and which days of the week the employee will work.

10.7.6. The Company is required to roster a flexible part-time employee for a minimum of four consecutive hours on any shift.

10.7.7. All time worked in excess of 7.6 hours per day or 38 hours per week as mutually arranged will be overtime and paid for at the rates prescribed in the overtime clause in this Agreement.

10.7.8. A flexible part-time employee employed under the provisions of this clause must be paid for ordinary hours worked at the rate of 1/38th of the weekly rate prescribed for the class of work performed.

10.7.9. Should business conditions necessitate a change to the base shifts, the Company will provide at least seven (7) days' notice of the intention to do so in writing to the affected employee.

#### 10.8. **Limited Tenure**

10.8.1. The Company, may employ employees, (Limited Tenure) upon the following terms:

- a) A Limited Tenure employee may be employed for a fixed term of eight (8) weeks minimum and up to 52 weeks maximum.
- b) Limited Tenure employees shall be entitled to all provisions of this Agreement.
- c) The Company will provide to the employee in writing a document, stating the period of limited tenure employment, that any accrued annual leave will be paid out at the end of the fixed term of employment, that any rostered day off time accrued will be paid out at the at the end of the fixed term of employment.
- d) Where a limited tenure employee is re-engaged by the Company within three (3) months of their termination of employment (end of fixed term), any sick leave portion not taken from the previous engagement shall be cumulative from year to year. To be entitled to such sick leave, a limited tenure employee must be an employee of the Company for a period of not less than three (3) months in each separate period of engagement in order to qualify for an entitlement of 38 hours sick leave.

#### 10.9. **Casual Employees**

10.9.1. A casual employee is one engaged and paid as such. A casual employee working ordinary time shall be paid per hour one thirty-eighth (1/38) of the weekly rate prescribed for the work which they perform, plus 25 per cent (%). The minimum period of engagement of a casual employee shall be four (4) hours.

10.9.2. To facilitate job security, it is the intent wherever practicable that casual employees directly engaged by the Company will be offered any available shifts before they are offered to indirect casuals.

10.9.3. The Company agrees that indirect labour employed on work within the scope of this Agreement will only be accepted by the Company if those persons who perform the work receive the same rates of pay and conditions (excluding the likes of Annual Leave, Personal/Carers Leave etc) as if they were employees covered by this Agreement.

10.9.4. The duty to notify and consult set out in the Introduction of Change clause in this agreement applies to decisions by the Company to change the current pattern of engaging, either directly or indirectly, casual employees.

10.9.5. It is the Company's intention that where attrition occurs in the permanent workforce, that permanent replacement occurs wherever practicable. To support this process, the Consultative Committee will meet quarterly and review labour hours worked, forecast volumes and manufacturing efficiency efforts. Replacement with permanent labour will not be unreasonably withheld, other than where forecast volumes across shifts/lines or

manufacturing efficiency efforts indicate there is insufficient ongoing permanent work available.

#### **10.10 Casual Conversion**

- 10.10.1 For every week of production over a 12 month period (excluding shut downs) where there is consistently three (3) casual shifts per week on a particular shift, the Company will proceed to a formal JCC review of permanent positions. Such roster information required to confirm levels of casual labour shall be provided to JCC members prior to the review meeting. Where this level of casual shifts per week is confirmed by the JCC the Company will not unreasonably withhold permanent employment. The Company reserves the right to determine the mix of part time and/or full time permanent positions using the Company's recruitment process.
- 10.10.2 The assessment period will be from the 1 April until the 31 March each year, in line with the Saputo financial year, and will be discussed in the July JCC annually.
- 10.10.3 If at the time of the July JCC, there are supermarket range reviews and/or contract packing agreements expiring within the next three (3) months, the company reserves the right to postpone the recruitment until the outcome of these are known.
- 10.10.4 The first assessment period will be the pt of April 2017 until 3rd March 2018.
- 10.10.5 This clause will only be in effect for the life of the 2017 Agreement. Unless both parties mutually agree to extend it.
- 10.10.6 An indirectly engaged casual worker who:
- a) has worked for the Company on a regular and systematic basis, the equivalent of "full-time" hours for a period of at least six (6) months, will be given the option to convert to full-time employment at the end of that period, provided there is an ongoing need for that work to be performed on a regular and systematic basis; or
  - b) has worked for the Company on a regular and systematic basis, for less than 38 hours for a period of at least six (6) months, will be given the option to convert to part-time employment at the end of that period, provided there is an ongoing need for that work to be performed on a regular/systematic basis.
  - c) rejects the offer of permanent employment, may reapply 12-months from the date the last offer of permanent employment was made.
    - i) Any period of full-time or part-time hours worked by a casual employee for the purpose of covering a skills shortage at the site (for example, due to coverage of an employee taking a period of leave of absence) will not be counted as service for the purpose of this undertaking if that employee is expected to return to their position.
    - ii) An indirect casual worker who works irregular hours (i.e. one who has been engaged to perform work on an occasional or irregular basis) will be offered employment as a direct casual after six (6) months engagement.

## 11. REDUNDANCY

The application of this clause is limited to full time and part time employees. It has no application to casual or limited tenure employees.

### 11.1. Exceptions on Application of Clause

- a) Transmission of Business – the provisions of clause 11 are not applicable where the business or part of the business of the Company is transmitted from the Company (in this subclause called "the transmitter") to another employer (in this subclause called "the transmittee"), in any of the following circumstances:
  - i) Where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmitter and any prior transmitter to be continuous service of the employee with the transmittee; or
  - ii) Where the employee rejects an offer of employment with the transmittee:
    - In which the terms and conditions are no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmitter; and
    - Which recognises the period of continuous service which the employee has had with the transmitter and any prior transmitter to be continuous service of the employee with the transmittee.
- b) Acceptable Alternative Employment
  - i) In the event that the Company obtains acceptable alternative employment (which includes acceptable alternative employment within the Company for an employee and the employee accepts such alternative employment, or the employee unreasonably rejects such alternative employment, a redundancy as described in this clause will not have taken place and there will be no entitlement to the Redundancy Package contained in this clause.
  - ii) Any disagreement as to what constitutes acceptable alternative employment or an unreasonable rejection of an offer shall be dealt with under the Procedure for the Avoidance of Industrial Disputes Clause of this Agreement.
  - iii) Transmission includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and transmitted has a corresponding meaning.

### 11.2. The objectives of this clause are to:

- o ensure that a fair and equitable process is implemented for employees whose positions become redundant.
- o provide a mechanism through which orderly arrangements can be put into place to ensure continuity of production and supply while redundancies are occurring.

### 11.3. The parties agree that they will take all reasonable measures to ensure:

- o a positive relationship is maintained which reflects the desire to act in a constructive manner to achieve results that are in the best collective interest of the Company and employees;
- o this positive relationship is promoted by resolving all issues through a process of consultation and negotiation without recourse to industrial action;

- o all employees and their Union are made aware of any information that may affect their work and wellbeing, in a direct and straight forward manner;
- o an employee is not disadvantaged because of Union membership or legitimate Union activity.

**11.4. Notification and Consultation**

11.4.1. The following conditions shall apply in the circumstance that the employment of any employee is to be terminated on becoming redundant.

11.4.2. The parties acknowledge that employees need adequate time to plan their futures if their positions are to become redundant.

11.4.3. The Union will be notified at the earliest possible time of the possibility of redundancies occurring. At that time, the Union will be provided with an estimate of the areas, numbers and classifications of employees involved and the timing of such redundancies.

11.4.4. The Company will endeavour to give at least twelve (12), but will in all cases provided a minimum of four (4) weeks' notice of its intention to terminate the employment of an employee as a result of the position of that employee becoming redundant.

**11.5. Implementation procedures**

11.5.1. The implementation of redundancies shall occur in accordance with the procedures outlined in this clause.

In order to avoid the necessity for redundancies occurring, the Company will review other options, such as:

- o natural attrition;
- o reduction of hours of work.

**11.6. Voluntary Redundancies**

If the options reviewed do not avoid the need for redundancies occurring the Company will call for voluntary redundancies within the plant/operations affected.

Expressions of interest for voluntary redundancy will be according to a timetable agreed to at the time. The Company will allow voluntary redundancy to commence as soon as practicable after the first call for expressions of interest, giving due consideration to the needs of the business and the requirements for:

- o skills
- o production
- o replacement
- o redeployment
- o training

After confirmation of acceptance by the Company of voluntary redundancy, such redundancy will be binding, the Company will retain the right to examine each case on its merits given business requirements with respect to all applications for voluntary redundancy. However, in applying such a



right the Company recognises the benefit of voluntary separation, rather than compulsory redundancies.

#### **11.7. Compulsory Redundancies**

If compulsory redundancies need to be carried out the following criteria shall be applied in selecting employees:

- (a) capabilities
- (b) knowledge
- (c) experience assessed against the needs of the business.

#### **11.8. Redeployment and Training**

11.8.1. Where an employee will be terminated due to their position becoming redundant, the Company will review the possibility of redeployment, and where necessary retraining, as an alternative to redundancy. Redeployment may also occur in situations where an employee is redeployed to fill a position vacated by an employee who has volunteered for redundancy.

11.8.2. Where an alternative position exists at the same plant which is within the current skill or calling of employees and at the same or higher rate of pay and similar conditions of employment, the position shall be offered to relevant employees who have not indicated interest in separating from the Company.

11.8.3. Where positions exist at the same plant which are not within the current trade, skill or calling of plant employees and it is reasonable and practicable, those existing employees shall be provided with the training necessary to carry out the duties of the position for which they have applied as a result of their existing positions becoming redundant.

11.8.4. Employees who transfer onto a different shift cycle will be paid in accordance with the new shift roster upon commencement.

11.8.5. An employee who transfers into a higher paying position will receive the appropriate rate of pay for the new position upon commencement in the new position, and completion of the training required to perform the duties of the new position.

11.8.6. Employees who are redeployed into a position of lower pay, will retain the level of pay of their previous position. The retained rate of pay will continue until such time as promotion or reclassification or movement within the wage rates contained here-in enables the new rate of the appropriate position to exceed the retained rate.

11.8.7. With the move to a skills based classification structure the person concerned shall be given priority to achieve the skill level to which their pay is appropriate.

11.8.8. Employees who leave the Company who have not indicated their intent to volunteer for redundancy and/or are not named to be made redundant and/or the date of departure is not agreed in terms of the position being redundant will have no entitlements to the redundancy package.

## 11.9. Redundancy Package

The Redundancy Package shall be made up of three (3) components:

1. Notice
2. Redundancy Pay
3. Other Provisions

### (a) Notice

Each employee whose employment is terminated as a result of their position becoming redundant shall receive four (4) weeks' notice, (or if entitled to five (5) weeks' notice under the terms of clause 12.1.1 and 12.1.2, five (5) weeks' notice), or at the Company's initiative, may be paid in lieu.

### (b) Redundancy Pay

In addition to the notice period, or payment in lieu thereof, above, each employee whose employment is terminated as a result of their position becoming redundant shall receive four (4) weeks' pay for each completed year of service and paid pro rata for any part year on the basis of completed months .

The maximum amount of pay in lieu of notice and redundancy pay, which can be received, is 124 weeks' pay.

If the Company and employee agrees to transfer an employee to either a part time position or lower paying position, if the employee is entitled to a redundancy payment in the future, the calculation will be based on the average hours worked over the previous five (5) year period or the average hours worked in the previous 1 year period, whichever is greater.

### (c) Other Provisions

#### i) Retention Bonus

Where the parties agree that a retention bonus will apply, in consideration of employees who are to become redundant who remain employed until their official termination of employment date a payment of \$1,250 will be made.

#### ii) Pro Rata Long Service Leave

Pro Rata Long Service Leave payments shall be made to employees with greater than or equal to three (3) completed years of service.

#### iii) Personal Leave

Where an employee has an unused sick leave balance it shall be paid out in full up to a maximum of 200 hours. In addition, employees who have accrued a sick leave credit in excess of 200 hours will be paid out 50% of the accrued sick leave balance in excess of 200 hours.

#### iv) Annual Leave and Loading

All annual leave shall be paid out and loading shall be paid on both fully accrued and pro rata leave. Annual leave shall be calculated in accordance with sub- clause (d) of this clause except that shift allowances shall not be included in the employee's weekly rate of pay. Annual leave loading shall be calculated in accordance with clause 28.1.6 of this Agreement.

- v) Banked RDO's Banked  
RDO's shall be paid out.
- vi) Wages  
Wages due up to the time of termination shall be paid.
- vii) Remote Area Assistance  
Where redundancies are contemplated in remote areas the Company, in consultation with the Union, will review the necessity for any assistance, beyond that provided in this Agreement, being made available to any employees made redundant from such areas.
- viii) Certificate of Service  
A Certificate of Service will be provided to each employee on the day of termination stating the employee's length of service, most recent position in the Company and reason for termination.

(d) *Calculation*

For the purpose of calculating the above payments:

- The employee's weekly rate of pay shall be deemed to be their all purpose rate, i.e. the employee's ordinary time earnings including shift allowances in the case of shift workers (except for calculation of annual leave), any other payments made for all purposes, and overtime where this forms part of the rostered 38 ordinary hours.
- Service shall mean unbroken continuous service with the Company (or previous owners of the business where employee service was continuous and transferred) as defined by the relevant state long service leave act.

**11.10. Superannuation**

11.10.1. The terms and conditions of the relevant Superannuation Trust Deed will be observed in all respects.

11.10.2. Australian Super will be the default scheme into which contributions made in accordance with the SGT legislation will apply, or such other fund as nominated by the employee.

11.10.3. The Company undertakes not to offset any of the redundancy payments received by employees against final superannuation benefits received.

**11.11. Financial Planning Services**

11.11.1. The Company recognises that superannuation payments are governed by complex legislation. In addition to written information provided to employees on taxation, preservation and rollovers the Company will arrange for a series of Financial Planning Seminars to be conducted by agreed financial consultants.

11.11.2. Attendance at these seminars is voluntary and at no cost to employees. Apart from covering the subjects listed above in more detail, the financial counsellors will also assist employees with the necessary paperwork if they wish to rollover their benefits.

11.11.3. The Company does not accept any responsibility or liability for any loss or damage suffered as a result of any employee relying on any opinions, advices of information provided in accordance with this clause.

11.11.4. Government Agencies - the Company will arrange for representatives of appropriate government agencies to provide onsite seminars and a follow up service to employees made redundant.

#### 11.12. **Payment Practices**

With the exception of Superannuation payments, redundant employees will receive all termination payments by way of EFT or by agreement with the employee/s concerned by way of direct debit, on the employee's final day of employment.

#### 11.13. **Cost Neutral Swaps**

11.13.1. The Company, subject to business needs, will explore the option of cost neutral swaps of employees if unable to place them in alternate permanent positions at the impacted site.

11.13.2. Where the Company has an employee interested and willing to transfer to another site rather than accept a severance package but there is no vacancy at that host site, the parties commit to investigating the possibility of swapping the worker wishing to remain employed with a worker at the host site who wishes to take a severance package. Any swap must take into account the following:

- a) Parity of skill - the transferring employee must be able to perform any new role with minimal training.
- b) Parity of service - the transferring employee will need the same length of service (or more) as the employee they are replacing.
  - i) Notwithstanding the above, if the transferring employee has less service than the employee they are replacing, but when calculating redundancy the difference in severance payment is four (4) weeks or less, then the swap will still be made.
- c) Parity of wages - the transferring employee needs to be the same classification as the employee they are replacing.

11.13.3. The Company will call for expressions of interest to swap at the host site from employees with equivalent characteristics.

### 12. **TERMINATION OF EMPLOYMENT**

#### 12.1. **Notice of termination by the Company**

12.1.1. In order to terminate the employment of an employee the Company shall give to the employee the following notice (except as provided by clause 11.1 and 12.1.5):

<u>Period of continuous service</u>	<u>Period of Notice</u>
Less than 1 year	1 week
1 year but less than 3 years	2 weeks
3 years but less than 5 years	3 weeks
5 years and over	4 weeks

- 12.1.2. In addition to the notice in clause 12.1.1, employees over 45 years of age at the time of the giving of the notice with not less than two (2) years' continuous service, shall be entitled to an additional one (1) week's notice.
- 12.1.3. Payment in lieu of the notice prescribed in clauses 12.1.1 and 12.1.2 shall be made if the appropriate notice period is not given. Employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- 12.1.4. In calculating any payment in lieu of notice the wages to be used shall be those an employee would have received in respect of the ordinary time they would have worked during the period of notice had their employment not been terminated.
- 12.1.5. The period of notice in this clause shall not apply in the case of dismissal for conduct that justifies instant dismissal, including malingering, inefficiency, neglect of duty or misconduct, or in the case of casual employees or employees engaged for a specific period of time or for a specific task or tasks or as seasonal employees.
- 12.1.6. For the purposes of this clause, continuity of service shall be calculated in the manner prescribed by clause 29.1.10.

**12.2. Notice of termination by employee**

- 12.2.1. The notice of termination required to be given by an employee shall be the same as that required of the Company, save and except that there shall be no additional notice based on the age of the employee concerned.
- 12.2.2. Subject to financial obligations imposed on the Company by any Act, if an employee fails to give notice the Company shall have the right to withhold monies (wages) due to the ordinary time rate of pay for the period of notice.

**12.3. Time off work during the notice period**

Where the Company has given notice of termination to an employee, an employee shall be allowed up to one (1) days' time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee after consultation with the Company.

**12.4. Statement of employment**

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

**12.5. Summary dismissal**

Notwithstanding the provisions of paragraph 12.1.1 the Company shall have the right to dismiss any employee without notice for conduct that justifies summary dismissal, including malingering, inefficiency, neglect of duty or serious misconduct and in such cases the wages shall be paid up to the time of dismissal only.

#### **12.6. Abandonment of Employment**

An employee who is absent from work for five (5) consecutive working days or more without the consent of the Company and who has not made contact with their supervisor or manager shall be deemed to have abandoned his or her employment and shall be paid entitlements up to and including the last day worked.

### **13. EMPLOYEE LIABILITY**

The Company agrees that it will not seek any contribution from an employee in respect of any damages paid for any personal injury or loss caused to a third person, including another employee, except where personal injury or loss arose from the serious and wilful misconduct of the employee.

### **14. DISCIPLINE PROCEDURE**

- 14.1. The Company may initiate its disciplinary process at any time where the Company has reason to believe that its expected standards of performance or conduct have not been met.
- 14.2. The Company will advise the employee that they may, throughout this process, seek to have a Union official or delegate present. The expectation of the parties is that employees will speak on their own behalf when answering questions relating to their conduct in a disciplinary process or investigation, but this does not restrict the Union official or delegate from representing an employee.
- 14.3. The Company may have regard to previous warnings on an employee's file where they relate to the same or similar performance or conduct issues being considered at the time, to the extent that such previous warnings are not more than 12 months old. This will not apply to circumstances where the Company is considering the termination of employment of an employee for serious misconduct.
- 14.4. The Company will not unreasonably delay in the conducting of any disciplinary process it deems necessary. This provision will not be used as a means of rushing a process to avoid an employee being able to have a union official present.
- 14.5. Nothing in this clause changes either parties' rights or entitlements at law in relation to disciplinary matters.

## **PART 4 WAGES AND RELATED MATTERS**

### **15. WAGES AND CLASSIFICATIONS**

#### **15.1. Wage Increases**

The wages paid to all employees will be increased as follows:

- 4.25% from the first full pay period (**FFFP**) on or after 1 April 2023
- 3.75% from the first full pay period (**FFFP**) on or after 1 April 2024
- 3.0% from the first full pay period (**FFFP**) on or after 1 April 2025

## 15.2. Wages

### 15.2.1. Ordinary Wage Rates

Ordinary Wage Rate							
Level	Current rate Hourly	FFPP 1 April 2023		FFPP 1 April 2024		FFPP 1 April 2025	
		4.25%		3.75%		3.00%	
		Weekly	Hourly	Weekly	Hourly	Weekly	Hourly
1	31.16521	1234.60998	32.48974	1280.90785	33.70810	1319.33509	34.71934
2	32.89901	1303.29423	34.29722	1352.16776	35.58336	1392.73279	36.65086
3	36.01122	1426.58458	37.54170	1480.08150	38.94951	1524.48395	40.11800
*3b		1472.18458	38.74170	1527.39150	40.19451	1573.21325	41.40035
4	39.20959	1553.28782	40.87600	1611.53611	42.40884	1659.88219	43.68111
5	45.28325	1793.89598	47.20779	1861.16708	48.97808	1917.00209	50.44742
Shred Line Operator	39.20959	1553.28782	40.87600	1611.53611	42.40884	1659.88219	43.68111

\* application of Level 3b to commence on date of signing of the agreement by the FWC @ 1.20 phr geater than a Level 3

### 15.2.2. Afternoon Shift – Wage Rate + 15% afternoon shift loading

Afternoon Shift - Wage Rate + 15% afternoon Shift Loading Wage Rate							
Level	Current rate Hourly	FFPP 1 April 2023		FFPP 1 April 2024		FFPP 1 April 2025	
		4.25%		3.75%		3.00%	
		Weekly	Hourly	Weekly	Hourly	Weekly	Hourly
1	35.84000	1419.80148	37.36320	1473.04403	38.76432	1517.23535	39.92725
2	37.83386	1498.78836	39.44180	1554.99292	40.92087	1601.64271	42.14849
3	41.41291	1640.57227	43.17295	1702.09373	44.79194	1753.15654	46.13570
*3b		1686.17227	44.37295	1749.40373	46.03694	1801.88584	47.41805
4	45.09103	1786.28099	47.00739	1853.26652	48.77017	1908.86452	50.23328
5	52.07574	2062.98038	54.28896	2140.34214	56.32479	2204.55241	58.01454
Shred Line Operator	45.09103	1786.28099	47.00739	1853.26652	48.77017	1908.86452	50.23328

\* application of Level 3b to commence on date of signing of the agreement by the FWC @ 1.20 phr geater than a Level 3

### 15.2.3. Night Shift – Wage Rates + 25% night shift loading

Night Shift - Wage Rate + 25% Night Shift Loading Wage Rate 30% from 1 April 2025							
Level	Current rate Hourly	FFPP 1 April 2023		FFPP 1 April 2024		FFPP 1 April 2025	
		4.25%		3.75%		3.00%	
		Weekly	Hourly	Weekly	Hourly	Weekly	Hourly
1	38.95652	1543.26247	40.61217	1601.13482	42.13513	1715.13562	45.13515
2	41.12376	1629.11778	42.87152	1690.20970	44.47920	1810.55263	47.64612
3	45.01403	1783.23072	46.92712	1850.10188	48.68689	1981.82913	52.15340
*3b		1828.83072	48.12712	1897.41188	49.93189	2045.17722	53.82045
4	49.01198	1941.60977	51.09499	2014.42014	53.01106	2157.84685	56.78544
5	56.60406	2242.36997	59.00974	2326.45885	61.22260	2492.10272	65.58165
Shred Line Operator	49.01198	1941.60977	51.09499	2014.42014	53.01106	2157.84685	56.78544

\* application of Level 3b to commence on date of signing of the agreement by the FWC @ 1.20 phr geater than a Level 3

### 15.3. Classification Structure

<b>CLASSIFICATION STRUCTURE – EDC</b>	
<b>Classification</b>	<b>Description</b>
Level 1	Initial Operator Training Once assessed and 'signed off' moves to Level 2.
Level 2	Online Operator/Packer, Prep Room Operator  Roles requiring additional training above initial Operator Training. Tray Pack Operator, Offcuts Operator, Webber Operator, Auto-40 Operator, Production Cleaner
Level 3	Where an Operator is competent in two (2) or more Level 2 or higher roles Machine / Haysen Operator Lines 2,3,4,6, Machine/Shredder Line 1 or 8 Operator, Debox Operator, Tech Services, Production Fork Lift Operators , Rebox Operator
Level 3B	A level 3B is defined as an experienced Operator that has the ability to perform three (3) or more production plant roles from within Level 3. Once classified as level 3B the Operator the person will be willing and able to perform these tasks with competence at all times as requested.
Level 4	Prep Planner, Forklift Operators - Warehouse, Cleaning Supervisor - Friday Clean, Cleaning Coordinator
Level 5	Work Area Coordinator, Stores Coordinator, Cheese Logistics Coordinator

The new level 3B rate will commence from the approval of this Agreement by the FWC and will be set at \$1.20 per hour greater than the rate of a level 3.

### 15.4 Promotional Structure

15.4.1 To encourage multiskilling, an Operator who has been trained and competent in two (2) or more Level 2 roles will be reclassified to Level 3.

15.4.2 A Level 3B is defined as an experienced Operator that has the ability to perform three (3) or more production plant roles from within Level 3. Once classified as Level 3B the Operator will be willing and able to perform these tasks with competence at all times as requested. Competence is not defined as monitoring machine in short term absences.

### 16. MIXED FUNCTIONS AND MULTI SKILLING

Where an employee is engaged in anyone day or shift for more than one (1) hour at work in a higher class that they are employed to perform, the employee shall be paid for the full day or shift at the highest rate payable for any such work under this Agreement, but if they are so engaged for one (1) hour or less, they shall be paid at the rates fixed by this Agreement only for the work they actually performed.

### 17. PAYMENT OF WAGES

17.1. All wages shall be paid weekly. Every employee on each site shall be paid by electronic funds transfer to their nominated bank, building society or credit union account. Payment will be received by employees on a Wednesday, except where a Public Holiday (Victorian) falls on a Monday, then payment will be received on a Thursday.



**17.2. Pay details**

- 17.2.1. Each employee shall be supplied on or before pay day with a statement in writing showing or from which may be calculated the amount of ordinary pay, overtime, penalty rates and allowances and the amount of deductions for any purposes in respect of the amount paid.
- 17.2.2. Upon termination of employment wages due to an employee shall be paid to that employee on the day of such termination or shall be forwarded to that employee by registered post the following ordinary working day.
- 17.2.3. Notwithstanding the provisions contained herein, by agreement between the Company and the majority of employees in an enterprise or section of an enterprise, wages may be paid by an alternative method.

**17.3. Pay Errors**

Where there is an underpayment error in the pay received by an employee the Company will correct any underpayment on the working day immediately following the employee notifying the Company of the error. This subclause only applies where the error is not the fault of the employee, and does not include underpayments of less than \$50 gross where the underpayment is for allowances or overtime worked, or less than \$20 gross for underpayments involving ordinary time earnings, in which case such underpayments will be corrected in the following pay.

**18. ALLOWANCES**

- 18.1. Meal allowance (as per table below) shall be payable where more than sixty (60) minutes of overtime is worked on any day in excess of the ordinary hours of work fixed pursuant to Clause 21.
- 18.2. Where in excess of five (5) hours of overtime is worked on any day other than a day specified in clause 18.1 and the employee returns to work after a meal, a meal allowance (as per table below) shall be payable.
  - 18.2.1. If having been notified of intention to work, an employee shall receive in the event of the work not being done or ceasing before the respective periods set out in clause 18.1 and 18.2 an amount in accordance with the table below will be paid for each meal.

Meal Allowance	Previous Rate	FFPP 1 April 2023	FFPP 1 April 2024	FFPP 1 April 2025
		4.25%	3.75%	3.00%
	14.73	15.36	15.93	16.41

- 18.3. An employee who has been trained to render first aid and who is the current holder of appropriate first aid qualifications such as a certificate from St. John's Ambulance or similar body and is appointed by the Company to act as the first aid attendant shall be paid a weekly allowance (as per table below) for the period of their appointment.

First Aid Allowance	Previous Rate	FFPP 1 April 2023	FFPP 1 April 2024	FFPP 1 April 2025
		4.25%	3.75%	3.00%
	16.39	17.09	17.73	18.26

- 18.4. Where an employee is required to provide or assist in the provision of structured training to other employees, they will receive an allowance of 5% of their daily base rate.
- a) Allowances will only be paid for each week, or part thereof, that the employee is engaged in the provision of approved training.
  - b) This payment will be made to employees only after authorisation has been granted by designated Management staff.
  - c) The Company acknowledges the employees continued commitment to providing quality training to assist in improving efficiencies, quality, and productivity of the Company.
  - d) The provisions of this clause do not detract from the Company's reasonable expectations that employees continue to assist each other learning and training in unfamiliar tasks, including for existing and new employees.

## **19. OCCUPATIONAL SUPERANNUATION**

- 19.1. Superannuation contributions by the Company as required under Federal or other legislation shall be paid in accordance with the following provisions:
- 19.2. *Weekly Full Time and Weekly Part Time Employees*  
The employee has the choice between the AustralianSuper or any such other fund as nominated by the employee.
- 19.3. *Casual and Limited Tenure Employees*  
All default contributions will be paid to AustralianSuper.
- 19.4. Where an employee does not indicate a choice of superannuation funds, AustralianSuper will become the fund of choice ("default fund")
- 19.5. If a casual employee is offered permanent employment subclause 19.2 above will apply.

## **20. SUPERANNUATION SALARY SACRIFICE**

- 20.1. Subject to any relevant taxation and superannuation legislation, regulations and/or rules, the Company will, upon request, agree to allow an employee to sacrifice part of their gross weekly ordinary time base rate of pay (excluding overtime, shift/weekend/public holiday penalties and any allowances which are not paid for all purposes) ("weekly pay") as superannuation contributions ("Salary Sacrifice contributions") in accordance with the following provisions:
- a) The Salary Sacrifice contributions may only be made to the superannuation fund to which the Company makes the employee's superannuation contributions under this Agreement and only if such fund is permitted to accept the Salary Sacrifice contributions ("nominated plan").
  - b) An employee must request and authorise the Company in writing to make Salary Sacrifice contributions to the nominated plan and complete and sign any documentation required by the Company or the fund manager or trustee (as the case may be) of the nominated plan.

- c) Salary Sacrifice contributions made for an employee are in addition to the contributions the Company is required to make for the employee under the superannuation guarantee legislation.
- d) The amount of Salary Sacrifice contributions are to be nominated by the employee and must be expressed as an amount of money and not as a percentage of their weekly pay. Such amount is not to exceed 45% of the employee's weekly pay in accordance with the relevant legislation.
- e) The amount of the employee's weekly pay without any deduction for Salary Sacrifice contributions will be used for the purposes of calculating the Company superannuation contributions, annual leave loading, overtime, penalty rates, payment of accrued leave on termination and, if applicable, payment in lieu of notice and severance payments.
- f) The Company will remit Salary Sacrifice contributions to the nominated plan at the same time that the Company superannuation contributions are made.
- g) Except in cases of demonstrated hardship, the employee may not change the amount of salary sacrifice more than once in any twelve (12) month period.
- h) Unless there is written agreement between the Company and the employee to the contrary, all Salary Sacrifice contributions shall cease during any period when the employee is receiving workers compensation payments and during any period of leave without pay including, without limitation, periods of unpaid sick leave.
- i) If there is an adverse change in the relevant taxation or superannuation legislation, regulations and/or rules, the Company may at any time in its discretion (acting reasonably) cease to make Salary Sacrifice contributions on behalf of the employee and will advise the employee in writing accordingly. Any dispute or claim arising from the exercise by the Company of its discretion shall be settled in accordance with Clause 9 of this Agreement (Procedure for the Avoidance of Industrial Disputes).
- j) The employee may at any time advise the Company in writing to cease making the Salary Sacrifice contributions on behalf of the employee.

20.2. The Company recommends that an employee obtain independent legal and/or financial advice before they elect to make Salary Sacrifice contributions.

## **PART 5 HOURS OF WORK, BREAKS, OVERTIME, SHIFTWORK, WEEKEND WORK**

### **21. HOURS OF WORK**

21.1. All employees on each site agree that the following hours of work provisions best meet the operating requirements of each site and that they will continue or be implemented upon making of this Agreement. A variety of the following working patterns may be implemented in different sections or departments of each site as appropriate.

- 21.2. The weekly ordinary hours of work for full time weekly employees shall be 38 hours per week or on average of 38 hours per week being calculated over an employee's work cycle. Ordinary hours are to be worked on any day, Monday to Sunday, including public holidays.
- 21.3. Starting and finishing times on each site may be staggered to meet operational requirements.
- 21.4. Systems of working the 38 hour week for fulltime weekly employees:
- 21.5. **Rostered Day Off (RDO) System**

21.5.1. By employees working an average of 38 hours per week where each day worked consists of eight (8) ordinary hours of which 0.4 ordinary hours is banked to an RDO bank.

21.5.2. Within the RDO system, overtime is payable after the conclusion of 8 ordinary hours on each rostered day.

21.5.3. At the Company's Allansford site, it is agreed that representatives from the Company and the Consultative Committee will meet to discuss and determine the most appropriate and effective method for the taking of 12 Rostered Days Off, per annum.

The JCC will agree on the number of RDO's to be scheduled around public holidays for the upcoming calendar year.

The remaining RDO's will be split evenly between days available for individual employees to schedule and days available for the Company to schedule for market response purposes.

Where the Company schedules a market response RDO, it will provide at least seven (7) days written notice.

21.5.4. Fixed Hours System By employees actually working up to 10 ordinary hours each day in one (1) of the following work cycles: 38 ordinary hours within a work cycle not exceeding 7 consecutive calendar days; or 76 ordinary hours within a work cycle not exceeding 14 consecutive calendar days; or 114 ordinary hours within a work cycle not exceeding 21 consecutive calendar days; 152 ordinary hours within a work cycle not exceeding 28 consecutive calendar days.

e.g. 5 x 7.6 hours in a 7 day cycle

or 4 x 8 hours and 1 x 6 hours in a 7 day cycle

or 4x 9.5 hours in a 7 day cycle or 3 x 10 hours and 1 x 8 hours in a 7 day cycle

or a combination of days and hours over a 14,21or 28 calendar day cycle to achieve an average of 38 ordinary hours per week .

Within the fixed hours system, overtime is payable after the conclusion of the ordinary hours rostered for that day.

The working of a fixed hours system is subject to the agreement of the Company, the UWU and the majority of employees in the section or sections or department concerned.

Where fixed hours apply in a section or sections or department, casual employees may be rostered on the same hours as weekly employees.

## 21.6. **Substitute days (for stored days)**

- 21.6.1. The Company may substitute the day an employee is to take off for another day in the case of a breakdown in machinery or a failure or shortage of electric power or in other circumstances beyond the control of the Company, or to meet the requirements of the business in the event of rush orders or some other emergency situation.
- 21.6.2. An individual employee may, with the agreement of the Company, substitute the day the employee is to take off for another day.
- 21.6.3. Where a Public Holiday coincides with an unpaid day off, an employee so affected shall have such day substituted by another day in such cycle or as soon as practicable thereafter.
- 21.6.4. Where the system of working provides for the taking of stored days off, the maximum number of stored days off shall be twelve.
- 21.6.5. Where an unpaid day off coincides with a period of Compassionate Leave or Long Service Leave, no additional or substitute day shall be granted so as to result in double counting.
- 21.6.6. Notwithstanding the provisions of clause 21.2 above, the rates of pay for Saturday and Sunday overtime work shall be:
  - (a) For Saturday - time and a half for the first two (2) hours and double time thereafter, provided that all work after midday shall be at double time, and
  - (b) For Sunday - double time, such rates to be in substitution for and not cumulative upon shift allowances.

## 21.7. **Capacity to Work Seven Day /24 hour Shift Operation**

- 21.7.1. The Company undertakes to consult with the employees and their representatives as soon as it becomes operationally necessary to introduce seven day continuous operations in a section or site and, prior to implementation, shall discuss with the Union and its members affected the shift arrangements which are required to meet production targets and any alternatives that may be raised by the Union or its members. For employees employed prior to the commencement of this Agreement, the option to work 7 day, 24 hour shift operation will be voluntary. For those employees who commence with the Company at Allansford after the commencement of this Agreement, 7 day, 24 hour shift operation will be part of the employment contract.
- 21.7.2. For employees employed on a 7 day, 24 hour roster system the following will apply:
  - a) Saturday work - all ordinary hours worked, to be paid at time and one half,
  - b) Sunday work - all hours worked to be paid at double time,
  - c) One (1) additional week's annual leave per annum, for those employees who work Sundays and Public Holidays as part of the 7 day, roster system.

## **22. CONTINUITY OF WORK**

The work of each day or shift shall be continuous with the customary break for a meal.

## **23. SUMMER TIME**

- 23.1. If an employee is required to work a night shift falling on the commencement or cessation of day light savings, they will not be disadvantaged by either the loss or gain of an hour in that circumstance.
- 23.2. The hours worked on such a shift will be the number of hours represented by the difference between the time recorded by the clock at the beginning of the shift and the time so recorded at the end of the shift. The time of the clock in each clause is to be set to the time fixed by the relevant legislation.

## **24. REST PERIOD**

- 24.1. Employees shall be allowed two rest periods of 10 minutes each. Such rest periods to be taken at such times as agreed between the Company and the employees so as to assist with maintaining continuous production. By agreement with employees eg. 50% + 1 of employees, rest periods may be combined into one 20 minute period.
- 24.2. Where practicable employees will be provided sufficient walking time to enable a ten minute break in the canteen. This walk time may vary for different lines.

## **25. MEAL INTERVAL**

- 25.1. No employee shall work for more than five (5) hours without a break. A day worker shall be granted a meal interval of a fixed duration of not less than 20 minutes, which shall be counted as time worked, to be taken at an agreed time between the Company and employee(s) in a section of the establishment as being suitable for the work being undertaken at the establishment.
- 25.2. For work done during an employee's meal interval and thereafter until a meal interval is allowed, payments shall be made at a minimum rate of time and a half on prevailing rate.
- 25.3. A shift worker (other than on continuous shift work "as defined" by this Agreement) shall be granted a meal interval of not less than 20 minutes, which shall be counted as time worked, and an additional five (5) minutes of which will be counted as unpaid (totalling 25 minutes), with such a meal interval to be taken not less than three (3) hours nor more than five (5) hours after commencing work.
- 25.4. Notwithstanding any other provisions of this clause, where a shift worker is required to remain at their work station during their crib time and rest periods shall be paid an additional amount of time and a half of their ordinary time for such crib time and rest periods.
- 25.5. The time of taking meal/crib/rest breaks may be staggered to meet operational requirements. During meal/crib/rest breaks employees will be required to relieve other employees in any role they are capable of performing. Any breaks other than meal/crib/rest breaks must be authorised by the employee's supervisor.

## **26. OVERTIME**

The following rates shall be paid:

- 26.1. To "Day Workers" for all time worked:
  - outside the time of beginning and ending work as fixed in clause 21 or
  - in excess of ordinary hours Monday to Friday inclusive.

Overtime shall be paid at the rate of time and a half for the first two (2) hours and double time thereafter. Double time shall be paid for all overtime work done on Saturday after 12 noon.

- 26.2. To "Shift Workers" for all time worked in excess of shift worker's ordinary hours, overtime shall be paid at the rate of time and a half for the first two (2) hours and double time thereafter.
- 26.3. For the purpose of computing overtime, each day's work shall stand alone.
- 26.4. The Company may require any employee to work reasonable overtime at overtime rates and the employee shall work overtime in accordance with such requirements.
- 26.5. An employee called in to work overtime on a Saturday shall be paid a minimum payment of 3.8 hours pay, provided that such employee is ready, willing and available to work such overtime.
- 26.6. A shift worker required to work on a rostered day off or an unpaid day off shall be entitled to a minimum of 3.8 hours pay in lieu thereof at the prevailing rate of pay. In the case of a Sunday the rate shall be double time and a half.
- 26.7. When overtime work is necessary It shall wherever reasonably practicable, be so arranged that employees (including relievers of shift work) have at least 10 consecutive hours (or a minimum of eight (8) consecutive hours by agreement between the employee and the Company) off duty between the work of consecutive days.
- 26.8. An employee (other than a casual employee) who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day that the employee has not had at least ten consecutive hours (or a minimum of eight (8) consecutive hours by agreement between the employee and the Company) off duty between those times shall subject to this subclause, be released after completion of such overtime until they have had ten consecutive hours (or a minimum of eight (8) consecutive hours by agreement between the employee and the Company) off duty without loss of pay for ordinary working time occurring during such absence.
- 26.9. If on the instructions of the Company such an employee resumes or continues work without having had such ten consecutive hours (or a minimum of eight (8) consecutive hours by agreement between the employee and the Company) off duty, the employee shall be paid an additional amount of ordinary time until released from duty for such period and the employees shall then be entitled to be absent until they have had 10 consecutive hours (or a minimum of eight (8) consecutive hours by agreement between the employee and the Company) off duty without loss of pay for ordinary working time occurring during such absence.
- 26.10. **Time off in lieu of overtime**
  - 26.10.1. Where the Company and the employee agree, then the employee will be entitled to take the equivalent overtime as provided for in clause 26.1 (i.e. one (1) hour overtime equals one and a half hours off). For clarity, agreement to overtime being taken as time off in lieu must be reached prior to the overtime being worked. Accrued time off in lieu will be taken at a time mutually acceptable to the Company and the employee concerned. Agreement will not be unreasonably withheld by the Company.

- 26.10.2. Where it is agreed that an employee will bank an overtime shift, the whole of this overtime shift must be banked as time off in lieu. They cannot receive part payment and part time off in lieu.
- 26.10.3. Time off in lieu is capped at 64 hours. Any unused time off in lieu will be compulsorily paid out to employees in the final full pay period to 30 June each year.
- 26.10.4. Periods of time off in lieu must be recorded in the wages record. Such records must indicate the overtime period worked and the precise day and time and equivalent period off in lieu of such overtime.
- 26.10.5. In circumstances where an employee's employment is terminated, they shall be paid the appropriate rate for any time off in lieu of overtime owing to the employee.

#### **26.11. Excessive Overtime**

- 26.11.1. The parties to this Agreement understand that overtime may need to be worked at times but are committed to facilitating and working overtime in a safe manner.
- 26.11.2. It is understood by the parties that overtime may create genuine safety risks if the overtime worked is excessive.
- 26.11.3. Concerns about overtime worked are to be consulted at the JCC or EDC OH&S Committees as required.
- 26.11.4. The Company will endeavour to offer overtime hours equitably among all employees, based on the needs of the operation and the skillset required.
  - a) the Company will offer overtime hours, where available, to permanently engaged employees as the first preference, before considering casuals, and indirect casuals.

#### **27. SHIFT WORKERS**

- 27.1. Employees required to work shifts as defined will be paid an allowance (Shift allowance/ loading) for all ordinary hours worked.
- 27.2. Afternoon shift - will mean any shift finishing after 6.00pm and or before midnight.
- 27.3. An employee defined as an "afternoon shift" employee will be paid an additional 15% of his/her ordinary hourly wage rate, for all ordinary hours worked whilst on afternoon shift. Afternoon shift loading is not paid when penalty or overtime rates apply.
- 27.4. Night shift - will mean any shift finishing and or commencing after 10.00pm and or before 6.00 am.
- 27.5. An employee defined as a "night shift" employee will be paid an additional loading (as per clause 27.5.1) of their ordinary hourly wage rate, for all ordinary hours worked whilst on night shift.

Nightshift loading is not paid when penalty or overtime rates apply.



#### 27.5.1. Night Shift Loading

<b>Current Night Shift Loading</b>	<b>As at 1 April 2025</b>
25%	30%

27.6. An employee defined as a rotational shift employee (working Day and Afternoon or Day, Afternoon and Night or Afternoon and Night shifts) will be paid an additional 15% of their ordinary hourly rate for all ordinary hours worked.

27.7. Shift workers who work other than overtime between midnight Friday and midnight Saturday shall be paid for such time worked as the minimum rate of time and a half. Such rate to be in substitution for and not cumulative upon the shift allowance provided in subclause 27.5.1.

#### 27.8. **Permanent night shift**

An employee, as required by the Company:

- during a period of engagement on shift, works nights only; or
  - remains on night shift for a period longer than four (4) consecutive weeks; or
  - works on night shift which does not rotate or alternate with another shift or with day work so as to give them at least one-third of their working time off night shift in each shift cycle;
- shall during such engagement, period or cycle be paid a shift allowance specified in clause 27.5.1.

27.9. The ordinary hours of work prescribed herein shall not exceed 12 hours on any day. Provided that in any arrangement of ordinary working hours where the ordinary working hours are to exceed eight (8) on any day the arrangement of hours shall be subject to the agreement of the Company and the majority of employees in the plant or section or sections concerned.

#### 27.10. **Notice of change of shift**

The Company shall post on the premises in a place conveniently accessible to the employees a roster of shifts which shall specify the commencing times of ordinary working hours of such shifts, such times being as regular as practicable. The Company shall not alter a roster of shifts, except upon giving at least seven (7) days' notice of the Company intention so to do by posting such alteration in the manner aforesaid, providing that such roster of shifts may be varied at any time by agreement with the Company, and the employee concerned. Except where a change is necessary because of circumstances beyond the Company control, an employee's place on the roster of shifts shall not be altered unless at least twenty-four hours' notice of such alteration has been given to the employee. Provided that such notice need not be given where an alteration is made by mutual agreement.

#### 27.11. **Shift Structures**

The parties acknowledge that the current roster structure at the Company's Allansford sites are in the main, a fixed shift system, however by agreement between the employees in a section or sections of the plant a rotational roster system may be introduced. (example:- Line 1 - Allansford)

### **28. SUNDAY WORK**

28.1. Double time shall be the rate payable for all work performed on a Sunday.

- 28.2. Any day worker required to work on a Sunday shall be entitled to a minimum of an ordinary day's pay.

## **PART 6 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS**

### **29. ANNUAL LEAVE**

- 29.1. Except casuals or as otherwise provided in this Agreement every employee shall, for each year of service with the Company, be entitled to a period of four (4) weeks paid annual leave (unless the employee qualifies for the shiftworker annual leave entitlement as provided for by the NES, in which case the employee will be entitled to five (5) weeks paid annual leave). This entitlement accrues progressively during a year of service according to the employee's ordinary hours of work and accumulates from year to year.
- 29.1.1. Annual leave shall be taken by agreement between the Company and the employee, and will usually be taken:
- a) in one (1) continuous period; or
  - b) otherwise by agreement between the Company and the employee concerned in any number of separate periods.
- 29.1.2. If the employee and the Company so agree the annual leave or of such separate periods may be taken wholly and partly in advance before the employee has become entitled to the annual leave.
- 29.1.3. Except as provided in the next succeeding section payment shall not be made by the Company to an employee in lieu of any annual leave or part thereof to which the employee is entitled under this Agreement nor shall any such payment be accepted by the employee.
- a) Rejection or approval of applications for annual leave shall occur within one week of the application date.
  - b) The Company shall pay each employee in advance before the commencement of the employee's annual leave their current rate of pay for the period of leave.
  - c) When an employee (other than a shift worker) proceeds on annual leave they shall receive a loading of 17.5 percent (%) calculated on the appropriate rate of wage prescribed in this Agreement.
  - d) In the case of a shift worker, whose shift allowance as prescribed by clause 27 and/or extra rates for Saturday and Sunday work according to roster or projected roster entitles that employee to a greater amount than the 17.5 percent (%) loading, then the shift allowance and/or extra rates for Saturday and Sunday shall be added to the employee's ordinary pay in lieu of the annual leave loading.
  - e) If the shift allowance and/or extra rates for Saturday and Sunday work would have entitled that employee to a lesser amount than the loading of 17.5 percent (%) then such loading shall be added to the rate payable under their contract of employment instead of the shift allowance and/or extra rates for Saturday and Sunday work.

- f) When during the qualifying period the employee has worked for part of the period as a day worker and for the other part as a shift worker, under one or more of the shift provisions the loading shall be applied in proportion to the number of weeks worked under each condition.
- g) The 17.5 percent (%) loading prescribed in this section shall not apply to proportionate payment of leave on termination of employment.

29.1.4. Where the annual leave or any part thereof has been taken before the right to the annual leave has accrued the right to a further period of leave shall not commence to accrue until after the expiration of the year of employment in respect of which the annual leave or part has been so taken.

29.1.5. Where any public holiday for which the employee is entitled to payment occurs during any period of annual leave taken by an employee under this section, the day of the public holiday will not form part of that employee's annual leave and the public holiday day or days shall not attract payment of the 17.5% loadings or shift loadings.

29.1.6. Where the employment of an employee who has accrued an entitlement to paid annual leave provided by this Agreement is terminated, the Company must pay the employee the amount that would have been payable to the employee had they taken that period of annual leave.

Where annual leave has been taken in advance by an employee and the employment of the employee is terminated before they have accrued an entitlement to the leave already taken, the Company shall be entitled to deduct the amount of any such excess from any remuneration payable to the employee upon the termination of the employment.

- a) Where the Company closes down the plant, or a section or sections thereof, for the purposes of allowing annual leave to all or the majority of the employees in the plant, or section or sections concerned, the following provisions shall apply:
- b) The Company may by giving to the employees concerned not less than eight (8) weeks' notice of the intention so to do, stand off for the duration of the close down any or all employees in the plant or section or sections concerned, and allow to those who have not accumulated a full entitlement to annual leave pursuant to section 29.1 as the case may be, paid leave on a proportionate basis of one-twelfth (1/12) of the employee's ordinary pay for the period of their employment together with pay for any public holiday which occurs during such annual leave and for which the employee is entitled to payment under this Agreement.

The Company will make every effort to give longer notice if possible. The Company will in the first instance seek volunteers to take leave and will make every effort to provide alternative duties to employees who do not wish to take leave.

- c) The Company will provide employees four (4) weeks' notice when the whole plant or sections of the plant are to be closed down for commissioning and/or decommissioning of plant.

- d) Where an employee is engaged after the giving of such notice as prescribed in sub-section 29.1.6(a), notice of intention of the Company to close down the plant or a section or sections thereof is to be given on the date of the employee's engagement.
  - e) The next twelve-monthly qualifying period for each employee affected by such close down shall commence from the date of closing.
- 29.1.7. For the purposes of this clause: "Ordinary pay" in relation to an employee, means remuneration for the employee's normal weekly number of hours of work calculated at the ordinary time rate of pay and where the employee is provided with board or lodging by the Company, includes the cash value of that board or lodging.
- 29.1.8. For the purposes of the definition of the term "ordinary pay" above: Where no normal weekly number of hours is fixed for an employee under the terms of their employment, the normal weekly number of hours of work shall be deemed to be the average weekly number of hours worked by them during the period in respect of which the right to the annual leave accrues.
- 29.1.9. For the purposes of this Agreement a year of employment shall be deemed to be unbroken notwithstanding:
- a) Any annual leave or long service leave taken therein;
  - b) Any interruption or ending of the employment by the Company if such interruption or ending is made with the intention of avoiding obligations in respect of annual leave or long service leave;
  - c) Any absence from work of not more than 152 working hours in the year of employment on account of sickness or accident or any other unauthorised leave.
  - d) Any absence on account of leave (other than annual leave or long service leave) granted imposed or agreed to by the Company;
  - e) Any absence on any other account not involving termination of employment:
- And in calculating a year of employment any absence of a kind mentioned in 29.1.9 (a), (b) or (c) shall be counted as part of the year of employment but in respect of absences of a kind mentioned in 29.1.9 (d) and (e) it will be necessary for the employee as part of their qualification for annual leave to serve such additional period as equals the period of such absences.
- 29.1.10. In addition to the leave herein before prescribed, seven-day shift workers, shall be allowed one (1) week's leave including non-working days.
- 29.1.11. Where an employee with one (1) year's continuous employment is engaged for part of the yearly period as a seven-day shift worker, they shall be entitled to have the period of annual leave herein before prescribed increased by 3.16 hours for each month they are continuously engaged as aforesaid.
- 29.1.12. Provided that in the case of an employee who is engaged for part of any year of employment as a seven-day shift worker and whose employment is terminated, they shall be paid in addition to any other amounts due to them and an amount equal to 3.16 hours for each month they are continuously engaged as aforesaid.

### 30. PERSONAL LEAVE

- 30.1. A weekly employee who is employed by the Company in the EDC plant, will accrue Personal Leave entitlements on a pro rata basis (6.68 hours per calendar month):
- a) When taking personal leave the employee must provide at least two (2) hours' notice before their next rostered start time unless they have good reason for not doing so. If it is not practicable for the employee to give prior notice of absence, the employee must notify the Company by telephone at the first opportunity as soon as practicable.
  - b) The notice must include the reason for taking such leave and the estimated length of the absence.
  - c) The employee must provide evidence according to the provisions of the NES such as a duly qualified medical certificate or statutory declaration that they were unable to work because of personal illness or injury.
  - d) An employee shall be paid personal leave in respect of the first five (5) single personal days in a year, except if that day immediately precedes or follows a public holiday, scheduled day off or period of annual leave. In addition:
    - i) After five (5) single paid personal days without a medical certificate payment for further single personal leave days during the year will only be made with the employee providing the required evidence
    - ii) Should an employee, without reasonable cause, not notify the Company prior to or within the normal working hours of that day or shift, clause 30.1(c) will apply.
  - e) Where an employee is absent on personal leave on a day immediately before or after an unpaid day off, such employee shall in every case provide the Company with a medical certificate or evidence that satisfies Saputo; there is a valid reason for absence. Where, in such a case a medical certificate or a statutory declaration is not provided, no entitlement to personal pay shall exist for such absence.
- 30.2. Where there is excessive unapproved absenteeism that is not covered under Part 6 - Leave of absence and public holidays, counselling and or disciplinary action may be taken.
- 30.3. In accordance with the NES, employees (other than casual employees) are entitled to 10 days (76 hours) of paid personal/carer's leave for each year of completed continuous service with the Company.
- 30.4. For the purposes of accruals, the maximum number of hours to be accrued will be based on a 40 hour week being 8 hours x 10 days = 80 hours per annum. Part time employees will accrue based on a pro rata basis.
- 30.5. Subject to any statutory obligations to the contrary, personal/carer's leave entitlement will be calculated and paid on the basis of an employee's ordinary rate of pay (not including incentive-based payments and bonuses, loadings, allowances, penalty rates or similar entitlements) for the employee's ordinary hours of work. Where an employee works a day where the ordinary hours of work are greater than eight (8) hours, and the employee takes personal leave on that day, the

employee will be deducted eight (8) hours of leave from their accrued leave balance but will be paid for the ordinary hours they were otherwise rostered for on that day.

- 30.6. Upon the termination of employment for any reason, excluding redundancy or summary dismissal, the unused personal leave balance of an employee will be payable on the following basis:

0 to less than 5 years' service	Nil
5 years to less than 10 years' service	25%
10 or more years' service	50%

Provided that the maximum personal leave balance payable will be 300 hours.

### **31. COMPASSIONATE LEAVE**

- 31.1. An employee shall on the death of a wife, husband, father, mother, brother, sister, father-in-law, mother-in-law, child or step-child, grandparent or grandchildren, be entitled on notice to leave up to and including the day of the funeral of such relation, and such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in three ordinary days' work. Proof of such death shall be furnished by the employee to the satisfaction of the Company. This clause shall have no operation while the period of entitlement to leave under it coincides with any other period of entitlement to leave.
- 31.2. For the purposes of this clause the words "wife" and "husband" shall not include a wife or husband from whom the employee is separated but shall include a person who lives with the employee as a de facto wife or husband.

### **32. FAMILY LEAVE**

- 32.1. An employee with responsibilities in relation to either members of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement which accrues after 19 July 1995 for absences to provide care and support for such persons when they are ill.
- 32.2. The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
- 32.3. The entitlement to use sick leave in accordance with this subclause is subject to:
- a) the employee being responsible for the care of the person concerned; and
  - b) the person concerned being either:
    - o a member of the employee's immediate family; or
    - o a member of the employee's household.
- 32.4. The term "immediate family" includes:
- a) a spouse or partner (including a former spouse/partner, a defacto spouse/partner and a former defacto spouse/partner) of the employee. A defacto partner, in relation to a person, means a person, who lives with the first mentioned person on a bona fide domestic basis although not legally married to that person, and

- b) a child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse/partner of the employee.
- 32.5. The employee shall, wherever practicable, give the Company notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the Company by telephone of such absence at the first opportunity on the day of absence.
- 32.6. **Unpaid leave for family purpose**
- An employee may elect, with the consent of the Company, to take unpaid leave for the purpose of providing care to a family member who is ill.
- 32.7. **Annual leave**
- 32.7.1. Notwithstanding the provision of this clause, an employee may elect, with the consent of the Company, to take annual leave not exceeding five (5) days in any calendar year at a time or times agreed between them for the purposes of family leave.
  - 32.7.2. Access to annual leave, as prescribed in clause 32.7.1 shall be exclusive of any shutdown period provided for elsewhere under this Agreement.
  - 32.7.3. An employee and the Company may agree to defer payment of the annual leave loading in respect of single day absences, until at least five (5) consecutive annual leave days are taken.
- 32.8. **Time off in lieu of payment for overtime**
- 32.8.1. An employee may elect, with the consent of the Company, to take time off in lieu of payment for overtime at a time or times agreed with the Company for the purposes of family leave.
  - 32.8.2. Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
  - 32.8.3. The Company shall, if requested by an employee, provide payments, at the rate provided for the payment of overtime in the Agreement, for any overtime worked under clause 32.8.1 where such time has not been taken within four (4) weeks of accrual and requested by the employee.
  - 32.8.4. On each occasion that the employee elects to use this provision the resulting agreement shall be recorded in the time and wages records or personnel file or forms appropriate to the enterprise at the time when the agreement is made.
- 32.9. **Make-up time**
- 32.9.1. An employee may elect, with the consent of the Company, to work make-up time, under which the employee takes time off ordinary hours, and works those hours at a later time,

during the spread of ordinary hours provided in the Agreement at the ordinary rate of pay for the purposes of family leave.

32.9.2. An employee on shift work may elect, with the consent of the Company, to work make-up time under which the employee takes time off ordinary hours and works those hours at a later time, at the shift work rate which would have been applicable to the hours taken off.

32.9.3. On each occasion that the employee elects to use this provision the resulting agreement shall be recorded in the time and wages records or personnel file or forms appropriate to the enterprise at the time when the agreement is made.

### 32.10 **Grievance process**

In the event of any dispute arising in connection with any part of this clause, such a dispute shall be processed in accordance with the dispute settling provisions of this Agreement.

## **33. FAMILY AND DOMESTIC VIOLENCE LEAVE**

33.1. Family and domestic violence leave is paid leave for an employee who is experiencing family and domestic violence so that they can do something to deal with the impact of family and domestic violence where it is not practical for them to do so outside of their ordinary working hours.

a) Family and domestic violence means violent, threatening or other abusive behaviour by certain individuals known to an employee.

b) These individuals can include:

- i) an employee's close relative,
- ii) a member of an employee's household, or
- iii) a current or former intimate partner of an employee.

c) A close relative is:

- i) an employee's:
  - o spouse or former spouse
  - o de facto partner or former de facto partner
  - o child
  - o parent
  - o grandparent
  - o grandchild
  - o sibling
- ii) an employee's current or former spouse or de facto partner's child, parent, grandparent, grandchild or sibling, or
- iii) a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.

33.2. Pursuant to the NES (**National Employment Standards**), all Employees are entitled to 10 days paid Family and Domestic Violence Leave per 12 month period. The full balance of the entitlement is available to the Employee on each service anniversary date with the Company. The entitlement to paid Family and Domestic Violence Leave does not accrue progressively, and an unused balance does not accumulate or carry over.



- 33.3. For employees who commence with the Company after 1 February 2023, the full entitlement will be available upon commencement of employment.
- 33.4. Pursuant to the NES, Family and Domestic Violence Leave is paid at the full rate of pay for the leave, including relevant penalties and loadings.

#### **34. PARENTAL LEAVE**

- 34.1. Parental leave (unpaid and paid maternity, paternity or adoption leave) is provided for under the National Employment Standards in the *Fair Work Act 2009* and as per the Company's Parental Leave Policy. A copy of the policy shall be made available to all employees.
- 34.2. Parental leave (unpaid and paid maternity, paternity or adoption leave) will apply to full-time, part-time and eligible casual employees with 12 months or more continuous service. Employees will be required to provide notice of their intention to take and return from parental leave in accordance with the Company's Parental Leave Policy and the National Employment Standards.
- 34.3. In addition to any applicable government assistance, an eligible employee with at least twelve months' continuous service will be entitled to access the Company's Parental Leave Policy which entitles the employee to 12 weeks paid parental leave provided:
- The employee will be the primary carer for the child;
  - The employee's partner has not already received paid parental leave through their employer; and
  - Paid maternity leave commences six (6) weeks or less before the due date or the birth.
- 34.4. Payment under this clause will be made at the employee's base rate of pay, calculated on their ordinary hours of work per week. Employees will be able to take the 12 weeks paid parental leave through various payment options (e.g. the entitlement at half pay over a longer period of time), is set out in the Company's Parental Leave Policy.
- 34.5. In addition to any applicable government assistance, an employee entitled to take parental leave under the Fair Work Act but who is not the primary carer may take 10 working days paid leave, after the birth or adoption of the child. Payment under this sub-clause will be made at the employee's base rate of pay.

#### **35. COMMUNITY SERVICES LEAVE AND JURY SERVICE LEAVE**

##### **35.1. Reimbursement for Jury Service Leave**

- a) An employee required to attend for jury service during ordinary hours, shall be reimbursed by the Company an amount equal to the difference between the amount paid in respect of their attendance for such jury service (by the Victorian State Government) and the amount of wages the employee would have reasonably expected to earn had they worked their ordinary hours and not been absent due to jury service.
- b) The amount in 35.1(a) includes any penalties, allowances or loadings the employee would have normally received had they worked their ordinary hours and not been absent for jury service.

- c) Payment in accordance with (a) and (b) above will continue for the duration the employee is required to be absent for jury service.

**35.2. Notification of jury service**

An employee shall notify the Company as soon as possible of the date upon which they are required to attend for jury service.

**35.3. Proof of attendance at jury service**

Further, the employee shall give the Company proof of their attendance, the duration of such attendance and the amount received in respect of such jury service.

**35.4. Community Service Leave**

35.4.1. For the purposes of this clause:

- Community is defined as the local area surrounding the Allansford plant, and the local area surrounding the employee's residence.
- Emergency is defined as an unplanned incident or event.

35.4.2 Full time and part time employees are entitled to five (5) days paid Community Service Leave per year for voluntary emergency management activity (as defined in the NES) with a recognised emergency management body including the State Emergency Services (SES) or Country Fire Authority (CFA). This leave is non-cumulative and does not accrue or carry over.

35.4.3 Community Service Leave is paid at an employee's base rate of pay. It does not include allowances or penalties.

35.4.4 Employees are not eligible for paid Community Service Leave for a voluntary emergency management activity if this activity occurs during a period in which the Employee is already on another form of leave, including being absent from work due to a public holiday.

35.4.5 Employees are not eligible for paid Community Service Leave where the employee is not rostered to work.

35.4.6 Employees must provide to the Company, notice of their absence as soon as possible, and the period and expected duration of the absence.

35.4.7 At all times, the Company has the right to seek additional information and evidence from an employee regarding their application and request for Community Service Leave.

35.4.8 The provisions of this clause does not limit an employee's entitlement to unpaid Community Service Leave under the NES.

35.4.9 Casual employees are entitled to unpaid Community Service Leave per the NES.

**36. LONG SERVICE LEAVE**

36.1. The Company shall grant the entitlements conferred and under the conditions prescribed by the *Long Service Leave Act 2018* (Vic), as if they were prescribed by this Agreement.

- 36.2. Effective from 1 April 2003, long service leave entitlements shall be available to employees on the basis of pro-rata after seven (7) service, and shall, from 1 April 2003, accrue long service leave at the rate of 1.3 weeks in lieu of 0.8666 weeks per year. To avoid doubt, this means that any employee who has achieved by 1 April 2003, or completes after 1 April 2003, seven (7) years' service is entitled to pro-rata long service leave (including payment in lieu thereof on termination).

## **37. PUBLIC HOLIDAYS**

### **37.1. Prescribed public holidays**

- 37.1.1. An employee shall be entitled to holidays on the following days: New Year's Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Christmas Day, Boxing Day, Australia Day, Anzac Day, King's Birthday, Labour Day, Warrnambool Cup and Grand Final Eve Holiday.
- 37.1.2. When Christmas Day is Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December.
- 37.1.3. When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 28 December.
- 37.1.4. When New Year's Day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on the next Monday.
- 37.1.5. Where in a State, Territory or locality, public holidays are declared or prescribed on days other than those set out in clause 37.1.1 to 37.1.4 above, those days shall constitute holidays for the purpose of this Agreement.
- 37.1.6. The Company, with agreement of the Employees, where appropriate may substitute another day for any prescribed in this clause.
- 37.1.7. The Company and their employees may agree to substitute another day for any prescribed in this clause. For this purpose, the consent of the majority of affected employees shall constitute agreement.
- 37.1.8. An agreement pursuant to clause 37.1.7 shall be recorded in writing and be available to every affected employee.
- 37.1.9. The Union shall be informed of an agreement pursuant to clause 37.1.7 and may within seven (7) days refuse to accept it. The union will not unreasonably refuse to accept the agreement.
- 37.1.10. If the union, pursuant to clause 37.1.9 refuses to accept an agreement, the parties will seek to resolve their differences to the satisfaction of the Company the employees and the union.
- 37.1.11. If no resolution is achieved pursuant to clause 37.1.10, the Company may apply to the Fair Work Commission for approval of the agreement reached with its employees. Such an application must be made fourteen or more days before the prescribed holiday. After giving

the Company and Union an opportunity to be heard, the Fair Work Commission will determine the application.

**37.2. Public holidays - penalty rates**

37.2.1. All work done on New Year's Day, Australia Day, Good Friday, Easter Saturday, Anzac Day, Easter Sunday, Easter Monday, Labour Day, King's Birthday, Warrnambool Cup Day, Grand Final Eve Holiday, Christmas Day, and Boxing Day shall be paid for at the rate of double time and a half, such rates to be in substitution for and not cumulative upon shift allowances, but if any other day be by Act of Parliament or Proclamation substituted for any of the above holidays, the special rates shall be payable only for the days so substituted.

**37.3. Rostered day off falling on public holiday**

37.3.1. A shift employee whose rostered day off falls on a holiday as provided in subclause 37.1.1 and who is not required to work shall receive eight (8) hours of pay at their ordinary rate in addition to their weekly wage.

**37.4. Absence before or after a public holiday**

37.4.1. Any employee absenting themselves from work without reasonable excuse or without permission of the Company for any portion of the working day preceding or following a holiday provided for in this clause shall not be entitled to payment in accordance with subclause 37.2 or subclause 37.3 of this Agreement.

37.5. The Company shall endeavour to minimise the number of employees rostered to working ordinary hours on Christmas Day, Boxing Day and New Year's Day.

**38. TRADE UNION TRAINING LEAVE**

38.1. Entitlement to Union Training leave will be calculated on the basis of seven (7) days per financial year per delegate. The leave shall be pooled between delegates at each site, provided that no single delegate takes more than ten (10) days paid training leave in a financial year which may include Return to Work training.

38.2. Requests for further release of delegates to attend regional and state conferences or industry related training in addition to the seven (7) days per annum, would be subject to application and prior approval by the Company. Each request will be reviewed on a case-by-case basis and approval for release of delegates would be subject to the Company's operational requirements at the time. Approval will not be unreasonably withheld by the Company.

a) The initial delegates training of four (4) days shall not count towards the seven (7) day limit set out in clause 38.1.

b) The union delegate shall by way of application provide fourteen days' notice of their intended attendance at such a course. This notice period may be less by way of mutual agreement.

c) Leave of absence granted under this clause, shall count as service for all purposes of this Agreement. Payment will also made, at the base rate at eight (8) hours, when training takes place on a non-rostered day(s).

- d) To meet the operational needs of site, the number of delegates entitled to access leave under this clause will be limited to ensure adequate delegate coverage on site is maintained.
- i) Where more than 50 employees, but not more than 100 employees, covered by this Agreement are rostered on site in the EDC plant, three (3) workers may be granted leave under this clause.
  - ii) Where more than 100 employees, but not more than 200 employees, covered by this Agreement are rostered on site in the EDC plant, four (4) workers may be granted leave under this clause.
  - iii) Where more than 200 employees covered by this Agreement are rostered on site in the EDC plant, additional discussion will be held between the Union and site management to determine whether there is a need for more than four (4) workers to access leave under this clause.
  - iv) This does not apply to initial training detailed in clause 38.2(a).

## **PART 7 TRANSFERS TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK**

### **39. TRAVELLING**

- 39.1. An employee who on any day or from day to day is required to work at a branch away from their accustomed factory or depot shall at the direction of the Company present themselves for work at such branch at the usual starting time; but for all time reasonably spent in reaching and returning from such job (in excess of the time normally spent in travelling from their home to such workshop or depot and returning) the employee shall be paid travelling time at the rate of ordinary time, and also any fares reasonably incurred in excess of those normally incurred in travelling between the employees home and their accustomed factory or depot.
- 39.2. An employee who with the approval of the Company uses their own means of transport for travelling to or from outside jobs shall be paid the amount of excess fares which the employee would have incurred in using public transport or alternatively where an employee provides their own means of transport they shall be reimbursed at the rate of 85 cents per kilometre.

## **PART 8 TRAINING AND RELATED MATTERS**

### **40. EMPLOYEE TRAINING AND SKILL DEVELOPMENT**

- 40.1. The parties to this agreement recognise that in order to ensure the efficiency, productivity and international competitiveness of the Company, an ongoing commitment to structured training and skill development is required. Accordingly, the parties commit themselves to:
- Developing a highly skilled and flexible workforce,
  - Providing career opportunities through appropriate structured training.
- 40.2. In recognition that training is mutually beneficial, the parties agree that the Company will continue to maintain an employee skills matrix and training program throughout the life of this Agreement.
- 40.2.1. To support this training program, the Company will develop and maintain a register of training undertaken and completed by EDC employees. The register will include the skills matrix for each employee.

- 40.2.2. Wherever practicable, required training and skill development courses will be carried out during normal working time.
  - 40.2.3. Where the Company identifies a training or skill development opportunity, they will first seek expressions of interest from EDC employees. Where no interest is expressed by employees, the Company will select the most appropriate employee to undertake the training or skill development.
  - 40.2.4. On any day an employee voluntarily attends a Company or EDC initiated training and skill development course in addition to working ordinary hours as prescribed by this Agreement, payment for all time spent in attendance at such training or skill development course shall be at the ordinary time rate of pay.
- 40.3. Training and skill development courses can include but are not limited to; trade, technical, vocational and other courses approved by the Company and conducted by accredited educational institutions and providers.

## **PART 9 OCCUPATIONAL HEALTH AND SAFETY MATTERS, EQUIPMENT, TOOLS AND AMENITIES**

### **41. ACCIDENT PAY**

#### **41.1. Safety regulations**

- 41.1.1. The Company and employees shall positively support measures which may be implemented from time to time for the adoption and maintenance of safe working practices and conditions; and that they shall co-operate in programmes designed to provide for early and effective rehabilitation of injured workers.

#### **41.2. Accident Pay – the following subclause shall apply from 15 October 2002:**

- 41.2.1. Where an employee becomes entitled to weekly compensation payments pursuant to the Accident Compensation Act 1985 (Vic) (“**the Act**”), the Company will pay to the employee an amount equivalent to the difference between:
  - a) the level of weekly compensation and any weekly wages earned or able to be earned if partially incapacitated; and
  - b) the amount that would have been payable under this Agreement for the classification of work if the employee had been performing their normal duties, provided that such rate shall exclude additional remuneration by way of attendance bonus payments, shift premiums, overtime payments, special rates, fares and travelling allowance or other similar payments.
- 41.2.2. Accident pay shall not apply:
  - a) in respect of any injury during the first five (5) normal working days of incapacity;
  - b) to any incapacity occurring during the first one (1) week of employment unless such incapacity continues beyond the first two (2) weeks, in which case the accident make up will only apply after the first two (2) weeks;
  - c) where in accordance with the Act a medical practitioner provides information to the Company of an employee's fitness for work or specifies work for which an employee

has a capacity and such work is made available by the Company but not commenced by an employee.

- 41.2.3. Industrial diseases contracted by a gradual process or injuries subject to recurrence, aggravation or acceleration shall not be subject to the accident pay unless the employee has been employed with the Company at the time of the incapacity for a minimum period of one (1) month.
- 41.2.4. The maximum period or aggregate of periods of accident pay to be made by the Company shall be a total of 39 weeks for any one (1) injury.
- 41.2.5. Where an employee receives a weekly payment under this section and subsequently such payment is reduced pursuant to the Act, such reduction will not render the Company liable to increase the amount of accident pay in respect of that injury.
- 41.2.6. Entitlement to accident pay ceases on termination of the employee's employment, except where such termination:
  - a) is by the Company other than for reason of the employee's serious and/or wilful misconduct; or
  - b) arises from a declaration of bankruptcy or liquidation of the Company in which case the employee's entitlement in the absence of agreement shall be determined by the appropriate State legislation.
- 41.2.7. An employee on engagement may be required to declare all workers compensation claims made in the previous five (5) years, and in the event of false or inaccurate information being deliberately and knowingly declared the Company may require the employee to forfeit entitlement to accident pay under this clause.
- 41.2.8. All rights to accident pay shall cease on the death of the employee.
- 41.2.9. The Company may terminate a seasonal employee at the conclusion of the season and/or a student undergoing a course of full-time study and in both cases the payment of accident pay shall cease upon their termination.

## **42. LIFTING OF WEIGHTS**

Employees shall only lift weights without the assistance of mechanical devices in accordance with the appropriate legislation or code of conduct.

## **43. CLOTHING PROVISION**

- 43.1. When an employee is required by law or by the Company to wear a washable outer overall, adequate overalls of all approved type and quality shall be provided by the Company within two (2) weeks of the commencement of employment. Such overalls shall remain the property of the Company.
- 43.2. Where the Company stipulates a type of clothing to be worn in addition to that heretofore provided, ie. T-shirts and/or caps, such items shall be provided by the Company.

- 43.3. An employee required by the Company to enter into items of dairy manufacturing equipment such as driers, storage tanks, product bins, for the purposes of inspection, cleaning and/or sanitising shall prior to entering this type of equipment, be issued with suitable clean protective clothing. Such clothing shall be supplied, laundered and maintained by the Company.
- 43.4. Employees whose work is performed under conditions in which their clothing would, in the absence of protective clothing, become saturated with moisture, shall be supplied with waterproof aprons. Protective footwear shall be supplied to employees required to work in wet places. Articles so supplied shall remain the property of the Company.
- 43.5. The Company will supply employees with the required footwear. Replacement footwear will be on an as required basis (fair wear and tear).
- 43.6. The following shall be provided, for use by employees at each place where employees are required to work in a temperature not exceeding 4.4°C (40°F).
- Blanket suit or inner flying suit;
  - Balaclava or similar type helmet;
  - Smith or similar type freezer boots; and
  - Suitable protective hand covering.
- 43.7. An employee supplied, pursuant to this clause, with protective clothing or devices shall wear or use them in such a way as to achieve the purpose for which they are supplied.

#### **44. WASHING TIME**

Employees shall continue to be allowed washing time in accordance with Standard Operating Procedures and custom and practice at the sites.

#### **45. AMENITIES**

- 45.1. Tea shall be made available each morning for employees.
- 45.2. Boiling water for making tea shall be provided at rest periods.

#### **46. MENTAL HEALTH SUPPORT**

As part of the Company's commitment to supporting the health and wellbeing of the workforce, for the roll out of mental health training, the Company will provide Union delegates with access to the training that is occurring at their site. This training will also be offered to other employees who may wish to participate.

To facilitate access to mental health support, the Company will publish a list of all employees who have participated in such training at each site.

### **PART 10 AGREEMENT COMPLIANCE AND UNION RELATED MATTERS**

#### **47. TIME AND WAGES RECORDS**

##### **47.1. Duty to maintain**

The Company will keep time and wages records showing the name of each employee and the hours worked each week and the wages overtime and allowances (if any) paid each week.



#### **47.2. Inspection**

The time and wages record for the period of two (2) months prior to the date of inspection. shall be open for inspection to an accredited representative of the Union during the usual office hours, at the Company office, or other convenient place, provided that only one demand for such inspection shall be made at the same establishment in anyone fortnight, and such demand shall not be made unless the secretary of the Union suspects that a breach of this Agreement has been committed.

#### **48. REPRESENTATION AND COMMUNICATION WITH EMPLOYEES**

48.1. An authorised Union representative is entitled to enter the premises at reasonable times for the following purposes:

- a) Involvement under the disputes procedure of this Agreement;
- b) Distributing written information to Union delegates or employees; and
- c) If requested by an employee, induction of that employee.

Provided that adequate notice has been provided to, and agreement is reached with, operations management.

48.1.1. These purposes are separate from right of entry under the FW Act to investigate suspected contraventions or to hold discussions.

48.2. For the purposes of this clause the Union commits to:

- a) Provide at least 24 hours' notice where possible of its intention to visit the site for the above purposes.
- b) Acknowledge that the business needs to run effectively and will not unreasonably affect the operations of the business in its requests or disrupt or interfere with the Company's business or operation when on site; and
- c) Recognise and comply with all health, safety, EEO and security protocols when visiting the site.

#### **49. UNION MEETINGS**

49.1. EDC staff will provide up to four (4) hours paid time annually for onsite EDC employee meetings to consider and discuss matters relating to this Agreement, or the renegotiation of this Agreement. Such meetings are to be held at times to be mutually agreed between the Company and the Union in order to minimize any disruption to production.

49.2. EDC staff will be paid normal base rates of pay to attend meetings.

49.3. Overtime will not apply should meetings be conducted outside of normal working hours and employees voluntarily attend the union meetings. Except where otherwise agreed, EDC staff will be provided seven (7) days' notice of the meeting.

49.4. Satisfactory arrangements will be made to ensure minimal disruption to normal operations.

#### **50. DEDUCTION OF UNION FEES**

50.1. The Union will from time to time, determine the amount of the fees payable to become and remain a member of the UWU (fees). Those fees will be required to be paid by members on a regular basis. The employee agrees to variation of the fees when the employee first completes the UWU

membership card. The Union will advise the Company and employees in writing if there are any increases to the fees.

- 50.2. Where written authority is provided by the employee, the Company will deduct union membership fees from the employee's weekly wages or salary and remit them, along with a schedule of such contributions, to the Union at monthly intervals. The employee authorises the Company to deduct fees when the employee completes a UWU membership card authorising payroll deductions.

## **51. COPY OF AGREEMENT**

The Company shall provide employees with access to a copy of this Agreement, or on request a copy of this Agreement.

## **52. UNION REPRESENTATION**

- 52.1. An employee appointed as union delegate at a plant shall, upon notification to the Company by the Union, be recognised as the accredited representative of the Union and shall be allowed reasonable time during working hours to interview employees and the Company representatives on matters affecting employees whom they represent.
- 52.2. Adequate meeting facilities will be provided for interviews and conduct of union business in connection with this agreement Delegates shall have reasonable access to resources to perform their role, including a telephone and fax machine.
- 52.3. Adequate time will be allowed for the delegates to discuss Union matters in connection with this Agreement.
- 52.4. The Company will allow union delegates and union representatives reasonable time to meet with new employees on site to discuss the Agreement and employment related conditions during break times.
- 52.5. All Union Delegates will be notified by email as soon as reasonably practical after the Company becomes aware that a new employee(s) will be attending the site for an induction. At least one (1) delegate will be afforded the necessary time to attend the induction session to explain and introduce this Agreement.
- 52.6. Employees including Labour hire staff will be able to attend on paid time union meetings if rostered.
- 52.7. Subject to prior approval from the Company, additional on-site meetings may be held to consider and discuss matters relating to this Agreement. If the delegate is required to attend such a meeting outside their normal shift/rostered hours, they will be paid a minimum of two (2) hours ordinary time (this is not overtime, nor does it count towards ordinary hours worked). A request for such meetings will not be unreasonably refused by the Company.

## **53. ADVERTISEMENT OF, AND FILLING VACANCIES**

Where the Company determines that a permanent position is available, it will initially be advertised in accordance with the Company's recruitment process. The Company will seek expressions of interest from

internal candidates for a minimum period of 10 days. A copy of the vacancy will be posted on the site notice board.

An EDC employee from a different shift who applies for the role, will be given an interview. Previous experience working at the site will be considered favourably, however the normal recruitment processes will still apply. If there is no successful internal applicant, then the vacant position is to be advertised externally.

Depending on the needs of the Company, for permanent opportunities, the Company will give preference to directly engaged Saputo casuals before indirect casuals.

#### **54. NOTICE BOARD**

The Company shall supply and erect a Notice Board of reasonable dimensions to be erected in a prominent position at each site, upon which accredited union representatives shall be permitted to post formal notices signed or countersigned by the representative posting it. Any notice posted on such board not so signed or countersigned may be removed by an accredited union representative or by the Company.

#### **55. NO EXTRA CLAIMS**

The parties to this Agreement will not pursue any extra claims during the term of this Agreement relating to wages, allowances or changes to conditions of employment or any other matters related to the employment of the employees to which this Agreement applies, whether dealt with in the Agreement or not.

**56. SIGNATORIES**

Signed on Behalf of **Saputo Dairy Australia Pty Ltd**  
**Level 14, 28 Freshwater Place, Southbank VIC 3006**

Signed	<i>Tim Sheldon</i>
Full Name	Tim Sheldon
Position	Site Manager – GOI, Retail, Environment
Date	20 November 2023

Signed on Behalf of **United Workers' Union**  
**833 Bourke Street, Docklands VIC 3008**

Signed	<i>Mel Gatfield</i>
Full Name	Mel Gatfield
Position	Director
Date	21/11/2023