

**Saputo Dairy Australia (Pty) Limited Milk  
Collection Employees and Transport  
Workers' Union Enterprise Agreement 2023**

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

### **1. TITLE**

The title of this Agreement is the Saputo Dairy Australia (Pty) Limited Milk Collection Employees and Transport Workers' Union Enterprise Agreement 2023.

### **2. ARRANGEMENT**

This Agreement is arranged as follows:

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#### 4. DEFINITIONS

**Articulated vehicle** means a vehicle with three or more axles, comprising a power unit (called 'tractor truck', 'prime mover', etc.) and semi-trailer which is superimposed on the power unit and coupled together by means of a king pin revolving on a turntable and is articulated whether automatically detachable or permanently coupled.

**Tanker Operator** means an employee solely engaged in carting milk or cream in bulk whether carting in tanks and/or containers.

**Casual employee** means an employee engaged and paid as a casual in accordance with clause 16.5.

**Gross vehicle mass means:**

(a) in the case of an articulated truck or heavy trailer combination:  
the maximum permissible mass (whether described as the gross train mass or otherwise) for the motor vehicle and the trailer(s) or semi-trailer(s) attached to it, together with the load carried on each, as stated in any certificate of registration or other certificate that is issued in respect of the motor vehicle by the relevant authority or by the corresponding authority of another State or Territory or that is required by law to be painted or displayed on the motor vehicle; and

(b) in any other case:

the maximum permissible mass (whether described as the gross vehicle mass or otherwise) for the motor vehicle and its load (but excluding any trailer and its load) as stated in a certificate of registration or other certificate that is issued in respect of the motor vehicle by the relevant authority or by the corresponding authority of another State or Territory or that is required by law to be painted or displayed on the motor vehicle.

**Loading** means either the casual loading (applicable only to casual employees, as set out in clauses 16.5.4 and 16.5.5), or the annual leave loading (applicable only to full time employees and part time employees, as set out in clause 33.9).

**National Employment Standards (NES)** means the National Employment Standards contained in the *Fair Work Act 2009* (Cth) and its Regulations which shall be incorporated by reference into this Agreement except for situations where an express term of this Agreement provides a more favourable outcome for the Employee in which case the more favourable provision shall apply.

**Penalty rates** means the penalty rates and shift premiums set out in the following:

- 28.2.1 Penalty rate for ordinary hours for an early morning shift, or afternoon shift, on any weekday;
- 28.2.2 Penalty rate for ordinary hours on a night shift on any weekday;
- 29 Penalty rate for ordinary hours for Saturday work or Sunday work;
- 32.2.1 Penalty rate for overtime worked;
- 32.5 Rest period after overtime;
- 37.1 Penalty rates for working on a public holiday; and
- Appendices 2 and 4.

All penalty rates and shift premiums are calculated with reference to the applicable hourly rate of pay.

Employees will be eligible for only one of the penalty rates and shift premiums at any time. Save where expressly stated in this agreement, the time of the commencement of the shift shall be used to determine the applicable penalty rate.

**Premiums or Shift premiums** means the penalty rates set out in Appendices 2 and 4.

**Union** means the Transport Workers' Union of Australia (TWU).

**Weekly Wage** means the rates set out in this Agreement applicable to the Employee's classification for a week. The weekly wage is to the exclusion of overtime earnings, shift premiums, attendance bonus, incentive earnings under any system of payment by results, fares and travelling time allowances, shift allowances, penalty rates, loadings and other ancillary payment payable by the Company.

## 5. OPERATION OF AGREEMENT

This Agreement shall commence to operate seven days after it is approved by the Fair Work Commission (**FWC**), and shall remain in force until 30 June 2026 ("the Term").

The parties agree that this Agreement is a comprehensive agreement.

Whilst the terms of the *Road Transport & Distribution Award 2020* are incorporated into this Agreement, the terms of this Agreement will prevail to the extent of any inconsistency with that Award.

## 6. COVERAGE OF AGREEMENT

6.1 This Agreement covers, and when in operation applies, to:

- (i) Saputo Dairy Australia Pty Ltd (the **Company** or **Saputo**) (ABN 52 1661 354 86),
- (ii) All employees of the Company at Sites referred to in Appendix 3 ("Sites"), who are engaged in the occupations specified in this Agreement (employees), and
- (iii) The Transport Workers' Union of Australia (**TWU**) (subject to approval by FWC in accordance with section 183 of the *Fair Work Act 2009* (Cth) as amended from time to time).

6.2 This Agreement does not apply to employees of the Company who may from time to time perform some of the work performed by occupations covered by this Agreement on an incidental basis to their primary function. Employees performing higher duties on a temporary basis will continue to be covered by this Agreement.

## 7. NEGOTIATION OF NEXT AGREEMENT

The parties agree to undertake a review of this Agreement and commence negotiations for a further Agreement no later than three (3) months before the nominal expiry date of this Agreement.

Such negotiations will involve any union officials and union delegates or other persons who are the bargaining representatives of the employees. Union delegates and bargaining representatives will have paid time in which to consult with employees and hold discussions with the Company. The aim of the discussions and the timetable for discussions will be to reach a new Agreement prior to the nominal expiry date of this Agreement.

## 8. OBJECTIVES

The objective of this Agreement is to promote real gains in productivity, efficiency and flexibility in the workplace and to ensure business longevity and sustainability and to provide employees with clarity around their work arrangements.

## 9. COMMITMENTS

### 9.1 Conduct of the Parties

The Agreement shall require the parties to act and work towards the objectives of the Agreement when fulfilling their respective functions and obligations under this Agreement.

## 9.2 **Safety**

### 9.2.1 Employees commit to Saputo's safety vision:

Our safety vision is GoalZERO. When it comes to the safety of our people, contractors and visitors, ZERO is the only acceptable goal. Our journey to ZERO is supported by a Safety Strategy with four key components: Safe People, Safe Systems, Safe Workplaces and Safely Home.

We are committed to five safety principles:

1. Everyone is responsible for leading safety.
2. All injuries are preventable.
3. Working safely is a condition of employment.
4. Employee involvement is a must.
5. Training of all employees to work safely is essential.

9.2.2 Employees commit to working safely, learning about safety and taking all actions and steps necessary to promote safety within the workplace.

9.2.3 Employees commit to working constructively with Managers and Supervisors to promote Saputo safety policies and procedures with other employees, contractors and visitors.

9.2.4 Employees agree to work constructively with nominated safety representatives, supervisors and managers on health and safety matters.

## 9.3 **General Commitments**

9.3.1 Pursuant to the objectives of this Agreement, the Company, the Employees and the TWU agree that a site consultative process has/will be established to assist in the achievement of site and Company objectives. Changes that are likely to have an effect on the nature, design or structure of work shall be introduced through the relevant consultative process.

9.3.2 The parties bound shall remain committed to the ongoing operation of these processes which include but are not limited to joint consultative and specific work groups.

9.3.3 Continuous improvement is complimentary to the workplace consultation process and is a means of recommending better ways of conducting the work which will derive benefits for the participants.

9.3.4 Where agreements on flexibility have been reached through the consultative process, transport/driver employees will continue to be prepared to assist in the provision of training. The provision of such training will be in accordance with the terms of this Agreement.

9.3.5 In accordance with this Agreement's classification structures and provisions, the parties bound by this Agreement are committed to fully utilize the skills, competencies and training of Site employees.

9.3.6 The Company and employees recognise that vehicle and roster optimisation is a key element in productivity and both parties are committed to maximise the efficient use of vehicles.

## 10. FIT FOR DUTY

To assist the Company and its employees in the management of driver fatigue and the associated safety issues, employees agree to a general commitment to present themselves in a fit and proper

manner and rested condition to start work at their shift commencement time. This employee commitment includes a 10 hour break from other driving duties before each shift commencement time.

Employees must disclose any secondary employment and ensure that undertaking such employment does not in any way affect their primary obligations to the Company and their obligations under fatigue management and other relevant occupational health and safety laws.

## **11. MEASURES TO IMPROVE EFFICIENCY**

### **11.1 Performance Improvement and Consultative Committee**

11.1.1 It is agreed between the parties that all employees, at all levels and sites, will continue to cooperate through consultative forums to pursue efficiency and productivity improvement for the betterment of the Company, its employees and its suppliers.

11.1.2 Consultative processes will support measures that will make positive progress on performance indicators at each Branch. The areas covered by performance indicators may include but not be limited to: work quality, wastage, reliability, cost effectiveness, output, time taken to complete tasks, safety, health and environment measures, costs and coordination of activities so as to minimize time on particular jobs/issues.

11.1.3 A Consultative Committee, comprising representatives of the Company and employees from all Sites will regularly meet at least every six months to review the operation of this Agreement. The Consultative Committee may also, by agreement, establish sub committees, which may be comprised of management, employees, and union representatives, for the purpose of monitoring other aspects of the Agreement as required. The parties will discuss the establishment of the Consultative Committee on the settlement of this Agreement.

### **11.2 Continuous Improvement**

Where the Company endorses a concept for the purpose of enhancing business efficiency and viability, the employees will adopt/support such a program subject to appropriate training/preparation.

11.2.1 A concept may be a continuous improvement process which covers amongst other measures:

- quality
- multi-skilling
- minimization of waste
- working environment
- computerization
- farm pick-up technology including GPS (**global positioning system**) technologies

### **11.3 Productivity**

11.3.1 The parties agree to continue to assess improved productivity by undertaking to continually monitor and evaluate any ongoing cost saving programs. These may include but are not limited to:

- (a) Being ready for work at allotted starting times.
- (b) Drivers to assist coordination to maximize capacity loads.
- (c) Drivers to use radios to assist other drivers wherever possible to minimize time loss.
- (d) Drivers being astutely aware of critical selection of poor quality milk at farm to minimize problems at factory level.

- (e) Reduce turn-around times at receival point.
- (f) Continue to monitor accessibility at supplier farms and report any unsafe practices.
- (g) Carrying of Company documentation.
- (h) Continue to participate in driver education/training programs.
- (i) Drivers to be critically aware of the importance of strictly adhering to set procedures when taking milk samples at farms.
- (j) Drivers to cooperate with the Company and commit to the successful implementation of a computerized farm milk systems including GPS technologies.

11.3.2 The Company is committed to using GPS and such technologies to improve the efficiencies of its farm pick up operations. Such live GPS observations will not be used as a determination of any disciplinary processes.

## **12. AGREEMENT TO BE EXHIBITED**

A copy of this Agreement must, be kept posted in a prominent place where it is easily accessible to the employees.

### **12A. NO EXTRA CLAIMS**

This Agreement is exhaustive of the terms and conditions of employment of employees covered by this Agreement and to whom this Agreement applies.

The parties agree that during the Term of this Agreement there will not be any claims made on any other party for improvements to wages, conditions, or for additional benefits.

## **PART 2 – ENTERPRISE FLEXIBILITY AND DISPUTE RESOLUTION**

### **13. FLEXIBILITY**

#### **13.1 Enterprise flexibility provisions**

Where the Company or employees wish to pursue an agreement at the individual Site level about how this Agreement should be varied so as to make the Site or workplace operate more efficiently according to its particular needs, the following process will apply:

- a) A consultative mechanism and procedures appropriate to the size, structure and needs of the individual Site shall be established.
- b) For the purpose of the consultative process the employees may nominate a representative.

#### **13.2 Flexibility Clause**

13.2.1 Saputo and an employee covered by this Enterprise Agreement may agree to make an individual flexibility arrangement to vary the effects of terms of the agreement if:

- (a) The agreement deals with arrangements about when work is performed.
- (b) The arrangement meets the genuine needs of Saputo and the employee in relation to the matters mentioned in paragraph (a); and
- (c) The arrangement is genuinely agreed to by Saputo and the employee.

13.2.2 Saputo must ensure that the terms of the individual flexibility arrangement:

- (a) Are about permitted matters under section 172 of the *Fair Work Act 2009*; and
- (b) Are not unlawful terms under section 194 of the *Fair Work Act 2009*; and



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

## **14. SETTLEMENT OF DISPUTES**

- 14.1 All Saputo 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 operation.
- 14.2 In the event of a dispute in relation to a matter arising under this Agreement and the National Employment Standards, the parties to this Agreement shall observe the following procedure for the avoidance of industrial disputes:
- (a) First, discussions between the employee(s) concerned and at their request the appropriate Union delegate and their immediate manager/supervisor(s);
  - (b) Secondly, discussions involving the employee(s), the Union delegate and /or Union official, and more senior management at site level; and
  - (c) Thirdly, discussions involving the employee(s), the Union delegate, and/or the Company's General Manager or their representative and a Union official.
- 14.3 If a dispute in relation to a matter arising under the Agreement is unable to be resolved at the workplace, and all agreed steps for resolving it have been taken, the dispute may be referred to Fair Work Commission for resolution by mediation, conciliation and/or arbitration.
- 14.4 Employees shall be permitted a representative of their choice at all stages of the dispute resolution procedure.

- 14.5 It is a term of this Agreement that while the dispute settlement procedure is being conducted status quo will prevail in accordance with this Agreement unless an employee has a reasonable concern about an imminent risk to their health or safety. The employee must not unreasonably fail to comply with a direction by the Company to perform other available work, whether at the same enterprise or another enterprise that is safe and appropriate for the employee to perform.
- 14.6 In the event that a decision has been taken to stop work, such employees as are necessary will, where appropriate, facilitate the unloading and refrigeration of product to avoid spoilage and clean vehicles according to hygiene requirements before stopping work.
- 14.7 Any dispute referred to Fair Work Commission under this clause should be dealt with by a member agreed by the parties at the time or, in default of agreement, a member nominated by either the head of the relevant panel or the President of the Fair Work Commission.

*Note:* If the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the *Fair Work Act 2009* (Cth).

A decision that the Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the *Fair Work Act 2009* (Cth). Therefore, an appeal may be made against the decision.

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

### **PART 3 – EMPLOYMENT RELATIONSHIP**

#### **15. WORK ORGANISATION**

- 15.1 The Company may direct an employee to carry out duties that are within the limits of the employee's skill, competence and training consistent with the classification structure of this agreement, provided that such duties are not designed to promote deskilling.
- 15.2 The Company may direct an employee to carry out duties and use tools and equipment as may be required, if that employee has been properly trained in the use of such tools and equipment.
- 15.3 Employees within each classification are to perform a wider range of duties including work which is incidental or peripheral to their main tasks or functions.
- 15.4 The Company will provide all gear necessary for the unloading of vehicles and the securing of loads thereon.
- 15.5 Any direction issued by the Company pursuant to Clauses 15.3 and 15.4 must be consistent with the Company's responsibility to provide a healthy and safe working environment.

#### **16. CONTRACT OF EMPLOYMENT**

An employee not specifically engaged as a part-time or casual employee will be deemed to be engaged as a full-time employee.

**16.1 Full-time employment**

A full-time employee is a weekly employee other than a part-time or casual employee.

**16.2 Part-time employment**

16.2.1 A part-time employee is a weekly employee who is engaged to work less than 38 ordinary hours per week.

16.2.2 Before commencing part-time employment, the employee and Company must agree upon:

- (a) the hours to be worked by the employee, the days upon which they will be worked and the commencing and finishing times for the work; and
- (b) the classification applying to the work to be performed in accordance with Clause 20 – Rates of pay.

16.2.3 Except as otherwise provided in this Agreement, a part-time employee is entitled to be paid for the hours agreed upon in accordance with Clause 16.2.2(a).

16.2.4 The terms of the agreement to work part time hours pursuant to Clause 16.2.2 may be varied by consent.

16.2.5 The terms of the agreement pursuant to Clause 16.2.2 or any variation to it shall be in writing and retained by the Company. A copy of the agreement and any variation to it shall be provided to the employee by the Company.

16.2.6 A part-time employee will be paid per hour 1/38th of the weekly rate prescribed in Clause 20 - Rates of Pay for the classification in which the employee is engaged. The Company is required to roster a part-time employee for a minimum of four (4) consecutive hours for each day they are engaged.

16.2.7 All time worked in excess of the agreed hours referred to in Clause 16.2.2(a) will be paid at appropriate overtime rate.

16.2.8 The terms of this Agreement apply pro rata to part-time employees on the basis that ordinary weekly hours for full-time employees are 38.

**16.3 Transition to Retirement**

The parties agree to the introduction of a process for employees engaged under this Agreement to formally support their transition toward retirement. Detail of the process is as follows:

16.3.1 An employee who has been engaged by the Company on a permanent basis for a period of no less than seven (7) years and who has reached an age entitling them to retire from their employment may request transition support.

16.3.2 The agreed period of transition from approval to retirement will be no greater than two (2) years.

16.3.3 The employee may request a change in their ordinary hours of work from permanent full-time to permanent part-time (in which case Clause 16.2 will apply) for the duration of the agreed transition period.

16.3.4 During the agreed period of transition the employee's accrued long service leave entitlements will be preserved and upon retirement paid out as if their employment had continued on a full-time basis.

- 16.3.5 An employee seeking transition support to retirement will make application in writing to the Company detailing the support they are seeking, the proposed effective date of the change and the planned date of retirement.
- 16.3.6 The Company will review all requests for transition support under this clause based upon its operational needs and will respond in writing to advise the details of its agreement to provide such support under this clause.
- 16.4 Fixed-term (seasonal) employees**
- 16.4.1 Due to the seasonality of the Company's operations temporary and/or seasonal employees will be engaged for a defined (i.e. fixed) period which will be advised on commencement.
- 16.4.2 Once the specified time has elapsed the employee's services will be terminated and all required termination payments made.
- 16.4.3 Where continuous employment of a fixed-term employee extends beyond 12 months, that employee will be converted to full-time except in extenuating circumstances in which case full consultation with the affected employee and their representative will occur.
- 16.4.4 Fixed term employees will receive the same conditions as weekly employees for the duration of such defined period.
- 16.4.5 Where a fixed-term employee is re-engaged after a break of service of five (5) consecutive months or less from the last date of employment such employee shall be entitled to accumulate sick leave on a pro-rata basis for time worked over prior consecutive seasons, less any sick leave taken or paid out.
- 16.4.6 It is Saputo's intention to hire the best employees for the role whilst at the same time providing a pathway for seasonal employees to transition to full time employment. To achieve this Saputo will advertise internally all full time driving positions to be covered by this agreement before advertising externally. Any performance issue with a seasonal worker will be documented and raised with the seasonal worker to assist them to improve their performance. These performance issues along with consideration of the seasonal employee's length of service will assist Saputo to select the best candidate for the job.
- 16.4.7 Saputo will maintain a ratio of at least 70% permanent drivers to 30% seasonal drivers per region. The maintenance of this ratio is dependent on business requirements and operational needs. In the event that this ratio cannot be maintained due to business requirements or operational needs, the Company will advise union delegates.
- 16.5 Casual employees**
- 16.5.1 A casual employee is an employee engaged and paid as such and is engaged to augment transport staff levels for specific purposes.
- 16.5.2 Upon engaging a person for casual employment, the Company must inform the employee at the time of engagement that they are to be employed as a casual, stating by whom they are employed, the duties, the actual or likely number of hours required (without the employee being guaranteed work for those hours), and the relevant rate of pay.
- 16.5.3 A casual employee must be notified at the end of the day if their services are not required the next working day. If the employee is not so notified at the end of the day, a full day's wage must be paid for the next working day.

- 16.5.4 A casual employee working ordinary time will be paid per hour 1/38th of the weekly rate prescribed by this Agreement for the work performed, plus a casual loading of 25 per cent. The 25% casual loading is calculated with reference to their hourly rate of pay, and includes payment in lieu of entitlements to which the casual employee may have become entitled if otherwise employed on a permanent basis.

The 25% casual loading is paid in addition to any other payment and/or penalty rate for ordinary hours worked, and does not form an all-purpose rate of pay.

For example, in circumstances where a casual loading of 25% applies, and a shift penalty rate of 20% applies, the casual employee would receive pay for each ordinary hour worked in the total amount of 145% of the hourly rate of pay (100% hourly rate plus 20% shift penalty rate, plus 25% casual loading).

A minimum payment for four (4) hours will apply to any casual engagement.

- 16.5.5 In addition, a casual employee who works in excess of 38 hours per week is entitled to payment of overtime penalty rates calculated on their hourly rate of pay, plus a 10% casual loading in respect of all such excess hours worked. The 10% casual loading is calculated with reference to their hourly rate of pay. The 10% casual loading is paid in addition to any other payment and/or penalty rate due for overtime hours worked, and does not form an all-purpose rate of pay.

- 16.5.6 A casual employee who is required to attend for duty and commences work as requested shall be paid a minimum four (4) hours. In the case of an employee employed on shift work, the further addition of the shift penalty rate prescribed in Clause 28.2 shall apply.

#### 16.6 **Absence from duty**

- 16.6.1 An employee not attending for duty will lose pay for the actual time of nonattendance, except as provided for in Clause 25 – Accident make-up payment, Clause 33 – Annual leave, Clause 34 – Personal leave, Clause 36 – Long Service Leave, Clause 37 – Public holidays and Clause 38 – Jury Service .

- 16.6.2 An employee not attending for duty will not accrue the entitlement for a normal rostered day off provided for in Clause 28.3. The rostered day will still stand as arranged except payment will be less an amount calculated according to the following formula:

- (a) Numbers of days absent x 0.4 hours x normal weekly pay during cycle.
- (b) Absences of less than 0.5 a day shall not be counted for the purpose of this sub-clause.

#### 16.7 **Labour hire and contractors**

- 16.7.1 Where the Company makes the decision to engage contractors or labour hire in work involving farm to factory milk collection, the Company shall ensure that the wages and conditions (where applicable) being paid to the driver are no less favourable than those contained in this agreement. It is not necessary that the labour hire company or the contractor pay exactly the same way just that a driver be no worse off overall than they would be if they were working directly for Saputo.

- 16.7.2 The Company acknowledges that any proposal to utilise contractors concerns employees regarding its potential impact on their employment including possible diminution of future job opportunities.

- 16.7.3 The Company undertakes to manage short term absenteeism that may occur from time to time with its own internal resources as any contracted resources are not engaged to

cover these events. Leave and longer term absences may continue to be covered by the seasonal and contracted labour, when such absences occur.

- 16.7.4 Without limiting the rights of any party, it is agreed that the Company will, for the purpose of this Agreement, treat any proposed changes arising from using contractors to optimise transport and fleet resourcing in relation to the milk season, as being significant effects as defined in Clause 18 of this Agreement.

The Company will discuss those effects with the employees concerned and their representatives in accordance with the provisions of that clause before deciding whether to implement any such arrangements.

## 17. TERMINATION OF EMPLOYMENT

### 17.1 Notice of termination by the Company

- 17.1.1 In order to terminate the employment of an employee the Company must give to the employee the period of notice specified in the table below:

<u>Period of continuous service</u>	<u>Period of notice</u>
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

- 17.1.2 In addition to the notice in Clause 17.1.1, employees over 45 years of age at the time of the giving of the notice and with not less than two years continuous service are entitled to an additional week's notice.
- 17.1.3 Payment in lieu of the prescribed notice in Clauses 17.1.1 and 17.1.2 must be made if the appropriate notice period is not required to be worked provided that employment may be terminated by the employee working part of the required period of notice and by the Company making payment for the remainder of the period of notice.
- 17.1.4 The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the employee's employment had continued until the end of the required period of notice, the Company would have become liable to pay to the employee because of the employment continuing during that period. That total must be calculated on the basis of:
- (a) the employee's ordinary hours of work (even if not standard hours); and
  - (b) the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and
  - (c) any other amounts payable under the employee's contract of employment.
- 17.1.5 The period of notice in this clause does not apply:
- (a) in the case of dismissal for serious misconduct, including malingering, misconduct, inefficiency or neglect of duty;
  - (b) to employees engaged for a specific period of time or for a specific task or tasks e.g. fixed term or seasonal employee;
  - (c) to trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement; or
  - (d) to casual employees.
- 17.1.6 Continuous service is defined in Clause 33.14.

**17.2 Notice of termination by an employee**

17.2.1 The notice of termination required to be given by an employee is the same as that required of the Company, save and except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.

17.2.2 If an employee fails to give the notice specified in Clause 17.1 the Company has the right to withhold monies due to the employee to a maximum amount equal to the amount the employee would have received under Clause 17.1.4.

**17.3 Sick leave on termination**

17.3.1 Upon termination of employment (except in the case of summary dismissal in accordance with clause 17.6) the Company agrees to pay accumulated sick leave balance in the following manner:

0-5	years of service	Nil
5-10	years of service	40%
10-25	years of service	80%
25+	years of service	100% up to a maximum of 800 hours

17.3.2 The provisions of this clause also apply in circumstances where a permanent employee requests to move to Casual employment and is then re-engaged as a Casual employee.

**17.4 Time Off in Lieu (TOIL)**

All unused time off in lieu of overtime (TOIL) as at date of termination of employment will be paid at the applicable hourly rate of pay plus the applicable penalty rate, in accordance with the overtime provisions of the Enterprise Agreement.

**17.5 Job search entitlement**

Where the Company has given notice of termination to an employee, an employee shall be allowed up to one day's 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.

**17.6 Statement of employment**

Upon request from a terminated employee, the Company shall provide a written statement specifying the period of their employment and the classification of or the type of work performed by the employee.

**17.7 Summary dismissal**

The Company retains the right to dismiss any employee without notice for conduct that justifies instant dismissal, including malingering, misconduct, inefficiency or neglect of duty.

The wages paid shall be up to the time of dismissal only for cases of summary dismissal.

**17.8 Transmission of business**

Where a business is transmitted from one Company to another, as set out in Clause 19 – Redundancy, the period of continuous service that the employee had with the transmitter or any prior transmitter is deemed to be service with the transmittee and taken into account when calculating notice of termination. However, an employee shall not be entitled to notice of termination or payment in lieu of notice for any period of continuous service in respect of which notice has already been given or paid for.

## 18. INTRODUCTION OF CHANGE

- (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.

### *Major change*

- (2) For a major change referred to in paragraph (1)(a):
  - (a) the Company must notify the relevant employees of the decision to introduce the major change; and
  - (b) subclauses (3) to (9) apply.
- (3) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (4) 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.
- (5) As soon as practicable after making its decision, the Company must:
  - (a) discuss with the relevant employees:
    - (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:
    - (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.
- (6) However, the Company is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (7) The Company must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (8) 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 (2)(a) and subclauses (3) and (5) are taken not to apply.
- (9) 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*

- (10) For a change referred to in paragraph (1)(b):
  - (a) the Company must notify the relevant employees of the proposed change; and
  - (b) subclauses (11) to (15) apply.
- (11) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (12) 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.
- (13) 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).
- (14) However, the Company is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (15) The Company must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- (16) In this term: **relevant employees** means the employees who may be affected by a change referred to in subclause (1).

## **19. REDUNDANCY**

### **19.1 Discussion before redundancy**

- 19.1.1 Where the Company has made a definite decision that the Company no longer wishes the job the employee has been doing, done by anyone and this is not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment, the Company shall hold discussions with the employees directly affected and with their nominated representatives.
- 19.1.2 The discussions shall take place as soon as is practicable after the Company has made a definite decision which will invoke the provisions of 19.1.1 hereof and shall cover, inter

alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations on the employees concerned.

- 19.1.3 For the purposes of the discussion the Company shall, as soon as practicable, provide in writing to the employees concerned and their nominated representative, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out.

Provided that the Company shall not be required to disclose confidential information the disclosure of which would be detrimental to the Company's interests.

19.2 **Transfer to lower paid duties**

Where an employee is transferred to lower paid duties for reasons set out in 19.1.1 hereof the employee shall be entitled to the same period of notice of transfer as they would have been entitled to if their employment had been terminated and the Company may at the Company's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

19.3 **Redundancy pay**

- 19.3.1 In addition to the period of notice prescribed for ordinary termination in Clause 17 an employee who becomes redundant shall be entitled to the following amounts of severance pay:

- (a) Four (4) week's pay for each completed year of service or part thereof (capped at 124 weeks' pay and subject to an additional 10% age loading for employees over 45 years of age at payment date).
- (b) All accrued entitlements, including all unused annual leave, and long service leave with appropriate leave loadings.
- (c) Sick leave on termination as per Clause 17.3.

- 19.3.2 Week's pay means the ordinary time rate of pay for the employee concerned.

19.4 **Employee leave during notice**

An employee whose employment is terminated for reasons set out in 19.1.1 hereof may terminate his or her employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had they remained with the Company until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

19.5 **Retention Bonus**

An employee whose employment is terminated for reasons set out in 19.1.1 and who works through the notice period until their official termination date, will receive a bonus payment of \$4,000.

This clause shall not apply to employees with less than one (1) year's continuous service.

19.6 **Time off during notice period**

- 19.6.1 During the period of notice of termination given by the Company to an employee whose employment is terminated for reasons set out in 19.1.1 the employee shall be allowed up to one (1) day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

19.6.2 If the employee has been allowed paid leave for more than one (1) day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the Company, be required to produce proof of attendance at an interview or they shall not receive payment for the time absent.

19.6.3 For this purpose a statutory declaration will be sufficient.

#### 19.7 **Transmission of business**

19.7.1 Where a business is before or after the date of lodgement of this agreement, transmitted from a Company (in this clause called the transmitter) to another Company (in this clause called the transferee) and an employee who at the time of the transmission was an employee of the transmitter in that business becomes an employee of the transferee:

- (a) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
- (b) the period of employment which the employee has had with the transmitter or any prior transmitter shall be deemed to be service of the employee with the transferee.

19.7.2 In this clause business includes trade, process, business or occupation and includes part of any such business and transmission includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and transmitted has a corresponding meaning.

#### 19.8 **Employee's with less than one year's service**

This Clause 19 shall not apply to employees with less than one (1) year's continuous service and the general obligation on the Company is no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

#### 19.9 **Employees exempted**

This Clause 19 shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, or employees engaged for a specific period of time or for a specified task or tasks.

#### 19.10 **Redundancy disputes**

19.10.1 Clause 18 imposes additional obligations on the Company where the Company contemplates termination of employment due to redundancy and a dispute arises (a redundancy dispute).

19.10.2 Where a redundancy dispute arises, and if it has not already done so, the Company must provide affected employees and their representatives (if requested by any affected employee) in good time, with relevant information including:

- (a) the reasons for any proposed redundancy;
- (b) the number and categories of workers likely to be affected; and
- (c) the period over which any proposed redundancies are intended to be carried out.

19.10.3 Where a redundancy dispute arises and discussions occur in accordance with this clause the Company will, as early as possible, consult on measures taken to avert or to minimise any proposed redundancies and measures to mitigate the adverse effects of any proposed redundancies on the employees concerned.

## **PART 4 – RATES OF PAY AND RELATED MATTERS**

### **20. RATES OF PAY**

#### **20.1 Rates of Pay**

Rates of pay applicable are contained in Appendix 1 to this Agreement.

#### **20.2 Wage Increases**

20.2.1 As part of this Agreement, ordinary time pay rates for each classification will be increased as follows:

- 5% is payable from the first full pay period commencing on or after 1 June 2023.
- 4% is payable from the first full pay period commencing on or after 1 June 2024.
- 3% is payable from the first full pay period commencing on or after 1 June 2025.

20.2.2 During the life of this Agreement the Company may at its discretion implement a bonus scheme providing for additional payments to be paid to employees in accordance with the terms of the scheme.

20.2.3 The rates of pay for employees specified in Appendix 1 plus the Farm Collection Allowance will form the all-purpose rate of pay whilst performing farm pick up tanker driver's duties.

20.2.4 The wage increases referred to in above in Clause 20.2.1 shall not be absorbed into over Agreement payments.

### **21. SUPPORTED WAGE SYSTEM**

The parties will comply with all applicable legislation in respect of any supported wage system.

The assessment of the applicable percentage should be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review shall be in accordance with the procedures for assessing capacity under the supported wage system.

Employees covered by the provisions of the clause will be entitled to the same terms and conditions of employment as all other workers covered by this agreement paid on a pro rata basis.

A Company wishing to employ a person under the provisions of this clause shall take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job.

Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

### **22. HIGHEST FUNCTION**

Where an employee is required to perform two (2) or more classes of work on any one day, for the purpose of assessing the rate of wage to be paid, the employee will be regarded as having worked throughout the whole of their working time on that day at the class for which the higher rate of wage is prescribed.

## **23. EXPENSES AND ALLOWANCES**

### **23.1 Travelling expenses**

23.1.1 An employee engaged in travelling on duty or on work on which the employee is unable to return to their home at night must be paid such expenses as they reasonably incur in travelling. Where an employee travels by boat or other conveyance in which their ticket includes meals and bed, they shall not be entitled to the said allowance.

23.1.2 An employee who is prevented from returning with the employee's turnout to the depot or yard from which the employee started must be paid any travelling expenses incurred, and as if for time worked for the time the employee reasonably takes to get to their home beyond the time they ordinarily would have taken to get to their home from the depot or yard.

23.1.3 Where the Company transfers an employee, after they come to work, from the place from which the employee usually works to another place, fares to and from such altered place must be paid by the Company to the employee whether the employee travels by cycle or otherwise except when transported by the Company.

### **23.2 Log book**

Where a weekly employee is required to purchase a log book, the employee will be reimbursed for the cost of the log book by the Company.

### **23.3 Meal allowance**

23.3.1 An employee required to work overtime for two (2) hours or more must either be supplied with a meal by the Company or be paid as per Clause 20.1 for the first and each subsequent meal. Such payment need not be made to employees living in the same locality as their depot or plant who can reasonably return home for meals.

23.3.2 The meal allowance identified above is to be indexed over the life of the Agreement at the same percentage increases and from the same effective dates as the wage increases identified in sub-clause 20.2.1.

23.3.3 Unless the Company advises an employee that the amount of overtime to be worked will necessitate the partaking of a second or subsequent meal (as the case may be) the Company must provide such second and/or subsequent meals or make payment in lieu thereof prescribed in Clause 23.3.1. If an employee pursuant to notice has provided a meal or meals and is not required to work overtime or is required to work less than the amount advised, the employee must be paid the allowance prescribed in Clause 23.3.1 for meals which they have provided but which are surplus.

### **23.4 Tanker Wash Allowance**

An employee who washes tankers in a wash facility will receive a daily tanker wash allowance as specified in Clause 20.1.

Further to the above, a tanker operator who completes an internal tanker wash (CIP) in a Saputo operated tanker wash facility, will receive the daily tanker wash allowance as specified in Clause 20.1.

### **23.5 Additional allowances**

Employees may be entitled to receive the additional allowances as set out in Clause 20.1.

## **24. ARTICLES OF CLOTHING**

### **24.1 Special clothing**

When the Company or a legislative provision requires an employee to wear any special clothing such as any special uniform, cap, overall or other article, it shall be supplied and paid for by the Company. The articles to be supplied shall be in accordance with the Company's policy for such clothing, as varied from time to time. The Company will ensure that there is a supply of uniforms at each depot.

### **24.2 Protective clothing**

24.2.1 Where an employee is required by the Company to work in conditions in which the employee is constantly exposed to all conditions of weather, the Company must reimburse the employee for the costs of purchasing protective clothing.

The provisions of this clause do not apply where the Company provides the protective clothing.

24.2.2 Such protective clothing is the property of the Company. The employee is liable for the cost of replacement of any article of protective clothing which is lost, destroyed or damaged through the negligence of the employee.

24.2.3 Garments shall be supplied on a needs/exchange basis and the Company shall be responsible for laundering, or else shall pay the employee the weekly allowance specified in Clause 20.1.

## **25. ACCIDENT MAKE-UP PAYMENT**

The parties will comply with all applicable workers compensation legislation.

### **25.1 Disputes**

If a dispute arises out of the provisions of this clause, the matter will be settled in accordance with the provisions of Clause 14 – Settlement of Disputes.

### **25.2 Journey Insurance**

In the interest of extending the benefit of additional protection, the Company shall insure all employees for loss of ordinary weekly earnings (exclusive of overtime earnings, shift premiums, attendance bonus, incentive earnings, fares and travelling allowances, penalty rates and other ancillary payments payable by the Company) in the event of a journey accident whilst an employee is travelling to and from their normal place of residence to their place of work, excluding those injuries covered by the *Transport Accident Act 1986 (Vic)* or similar statute in any other state or territory.

### **25.3 Safety Regulations**

The Company and its 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 they shall cooperate in programs designed to provide for the early and effective rehabilitation of injured workers.

### **25.4 WorkCover Top Up**

The Company will provide WorkCover Top Up that covers the difference between the compensation payable under WorkCover and the average gross earnings of the employee (exclusive of the casual loading component for casual employees) for an aggregate period of up to 104 weeks, after deduction has been made for any amounts due to employee under WorkCover or similar legislation.

## **26. PAYMENT OF WAGES**

### **26.1 Time of payment**

- 26.1.1 All wages including overtime will be paid in the Company's time on a day to be fixed by the Company, but not later than Thursday in each week or such other day as may be agreed between the Company and the majority of employees concerned. Once fixed, the day will not be altered more than once in three months.
- 26.1.2 All earnings including overtime must be paid within two (2) days of the expiration of the week in which they accrue. The interval of two days may be increased to three (3) days by agreement between the Company and the majority of employees concerned.
- 26.1.3 If the Company fails to make payment to any employee as prescribed on payday, each employee will be paid \$9.20 for each and every day or part day during which such default continues, unless the Company satisfactorily shows pursuant to the Settlement of Disputes procedure prescribed in Clause 14 that the failure is due to some act on the part of the employee or to circumstances not under the Company's control which could not reasonably have been foreseen and which the Company took reasonable steps to avoid or overcome.
- 26.1.4 Despite anything contained in this agreement, the Company must pay an employee who leaves or is dismissed all moneys due to the employee via electronic means by no later than the normal weekly pay date. If the Company fails to do so, the Company must pay to the employee the sum of \$12.33 for each and every day or part day during which the Company remains in default.

### **26.2 Method of payment**

- 26.2.1 By agreement between the Company and a majority of employees, or the Company and individual employees, wages may be paid by electronic funds transfer into an employee's bank (or other recognised financial institution) account.
- 26.2.2 The full amount of wages due to each employee must be available to the employee on the day of payment in the bank (or recognised financial institution) account nominated by the employee.

### **26.3 Payroll deductions**

- 26.3.1 Upon the Company receiving a request in writing from an employee for payroll deductions to the Union, the Company must, on the next pay, deduct the amount or amounts specified by the employee and within a period specified by the Union, forward on the amount or amounts deducted in full to the Union.
- 26.3.2 Where the employee authorises the Company to do so the Company shall send to the Union, within seven (7) days of receiving such authority, such of the employees details as are necessary to permit the establishment of a direct debit arrangement for the payment of the employee's union fees. These details will include but are not limited to the employee's BSB, account number and account name.

## **27. SUPERANNUATION**

- 27.1 The subject of superannuation is dealt with extensively by legislation including the Superannuation Guarantee (Administration) Act 1992, the Superannuation Guarantee Charge Act 1992, the Superannuation Industry (Supervision) Act 1993 and the Superannuation (Resolution of Complaints) Act 1993 (collectively the superannuation legislation). This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.

## 27.2 Definitions

**Approved fund** means complying superannuation fund as that term is used in the superannuation legislation.

## 27.3 Contributions

27.3.1 The Company must, in accordance with the governing rules of the relevant Fund, make such superannuation contributions to the benefit of an employee as will avoid the Company being required to pay superannuation guarantee charge under the superannuation guarantee legislation with respect to that employee.

27.3.2 The Company must determine:

- (a) a weekly contribution in respect of each full-time employee; and
- (b) where a contribution in respect of a part-time or casual employee is required by the Superannuation Guarantee (Administration) Act 1992, a monthly contribution in respect of each part-time or casual employee.

27.3.3 In accordance with the *Superannuation Legislation Amendment (Choice of Superannuation Funds) Act 2004* (Cth), you can exercise a choice of superannuation fund where you are eligible to do so and provided the chosen fund is a registered compliant MySuper product.

27.3.4 Where the employee does not specify their preferred fund, the "Transport Workers Union Superannuation Fund" will default, which is a registered MySuper compliant fund.

27.3.5 Contributions must be made by the Company on a monthly basis.

## PART 5 – HOURS OF WORK AND OVERTIME

### 28. HOURS OF WORK

28.1 The ordinary hours of work will be:

- (a) worked in five (5) days of not more than eight (8) hours per day, or
- (b) an average of 38 hours per week to be worked within a work cycle not exceeding 28 consecutive days, or
- (c) such other work cycle as may be agreed between the Company and the majority of employees concerned.

28.1.1 Notwithstanding the above provisions employees where so required may by agreement with the Company, work a 12 hour shift roster arrangement in accordance with Appendix 2, provided that the existing 12 hour shift arrangements in place at the time this Agreement commences will continue for employees working those arrangements.

28.1.2 The parties also agree that during the life of this Agreement a '5 and 3 roster' or other alternate rosters may be developed and implemented on an individual site basis subject to the agreement of the Company and the majority agreement of the employees in that region. It is agreed that where an alternate roster is agreed to, this will be implemented on a trial basis of no less than 6 and no more than 12 months in the first instance during which the preparation of the shift arrangement will be monitored and assessed by the parties on a quarterly basis.

The assessment criteria will be determined by the parties prior to the trial commencing.



Any implementation of such roster after the trial will be subject to the agreement of the Company and the majority of affected employees.

Examples of '5 & 3 rosters' are provided in Appendix 4 of the Agreement.

28.1.3 If all work is completed prior to the end of the drivers shift, they must seek Supervisor/managers approval before clocking off and going home. Sites that are unmanned by local supervision must contact the 24 hour site in their region to be given approval to leave early. Drivers will not refuse to undertake reasonable other duties associated with the operation, but not limited to, transferring of trucks to repairers, covering missed or split collections and milk testing as examples.

## 28.2 **Shift Workers**

- **Early morning** shift means any shift that commences before 5.30 a.m.
- **Afternoon shift** means any shift that finishes after 6.00 p.m.
- **Night shift** means any shift that finishes after 12.00 Midnight.

### 28.2.1 **Penalty rate for ordinary hours for an early morning shift, or afternoon shift, on any weekday**

The Company must pay employees working early morning or afternoon shifts on a weekday fifteen per cent more than ordinary rates whilst the employees are working ordinary hours on any of those shifts.

Payment is calculated with reference to the applicable hourly rate of pay for ordinary hours; and is in substitution of, and not cumulative upon, any other penalty rate, shift allowance and/or shift premium in this agreement for ordinary hours on a weekday.

For example:

If you work a shift that started at 5:00 am on a weekday, you will be paid your hourly rate of pay plus the applicable 15% penalty rate, for all ordinary hours worked that shift.

### 28.2.2 **Penalty rate for ordinary hours on a night shift on any weekday**

The Company must pay employees working night shift on a weekday 20 per cent (%) more than ordinary rates whilst the employees are working ordinary hours on that shift.

Payment is calculated with reference to the applicable hourly rate of pay for ordinary hours; and is in substitution of, and not cumulative upon, any other penalty rate, shift allowance and/or shift premium in this agreement for ordinary hours on a weekday.

For example:

If you work a shift that ends after midnight on a weekday, you will be paid your base hourly rate of pay plus the applicable 20% penalty rate, for all ordinary hours worked that shift.

28.2.3 Employees who work night shifts on Saturday or Sunday nights, or the Christmas Day, or Boxing Day public holidays as prescribed in Clause 37.1, will be paid an additional flat payment of \$15.00 for each such night shift worked. This payment is not all purpose.

## 28.3 **Arrangement of hours**

Ordinary hours of work are to be worked by either providing for a normal rostered day off, or providing for other than a normal rostered day off, as set out below:

Providing for and accumulating a rostered day off:

- (a) A rostered day off may be provided by employees working to a roster drawn up at each Site providing for nineteen days each of eight hours over a continuous four (4) week period or alternate accrual in accordance with Appendix 4.
- (b) ACC hours/days to be taken by mutual agreement between the employee and the Company.

28.3.1 Notwithstanding the terms of sub clause 28.3, employees may, by majority agreement, work a particular roster arrangement which does not provide for rostered days off.

#### 28.4 **Calculation of payment for a rostered day off**

28.4.1 Payment shall be equal to the number of ordinary hours paid per day.

28.4.2 Where the Company is required to service a particular client or clients and there has been a cessation of operations resulting from annual closedown, industrial action, compulsory closure as a result of legislative direction, or other circumstances beyond the control of the Company, the Company may require employees to take a rostered day or days off to coincide with the day or days that the operations close, up to a maximum of six (6) days.

#### 28.5 **Substitute days for rostered days**

28.5.1 The Company, with the agreement of the majority of employees concerned may substitute the day an employee is to take off in accordance with 28.5.2 for another day in the case of a breakdown in machinery or a failure or shortage of electric power or to meet the requirements of the business in the event of rush orders or some other emergency situation.

28.5.2 An individual employee, with the agreement of the Company, may substitute the day they are to take off for another day.

28.5.3 Where agreement between the Company and individual employees exists, a banking system of rostered days off may be agreed in order to cover peak seasonal demands, provided that:

- (a) When an employee works on what would normally have been their rostered day off and accrues an entitlement to bank a rostered day off, the taking of the rostered day shall be at a mutually convenient time for both the Company and the employee.
- (b) No less than seven (7) days' notice is required to be given by the Company and the employee before taking the banked rostered day off.
- (c) No payment or penalty payment shall be made to employees working substituted rostered days off. However, the Company will maintain a record of the number of rostered days banked and will apply the normal weekly pay system during the weeks when an employee elects to take a banked rostered day off.

#### 28.6 **Rostered days off on termination**

28.6.1 An employee whose employment is terminated prior to taking any banked rostered day(s) off shall receive the following:

$$\frac{\text{Normal weekly pay}}{\text{Number of working days in normal week}} \times \text{number of banked substitute days}$$

#### 28.7 **Rostered days off falling on a weekend**

28.7.1 Employees who take a rostered day off on a weekend can choose to be paid for that day either:

- (a) At the base rate for those hours and have the base rate deducted from their banked RDO; or
- (b) At the base rate plus the appropriate penalty rate for that day (e.g. Saturday or Sunday) and will have the base rate and the appropriate penalty rate for that day (as if worked) deducted from their banked RDO.

**28.8 Rostered days off falling in annual leave**

Upon an employee taking annual leave, the entitlement to a weekly accrual for a rostered day off shall be suspended. Further accrual of rostered day off entitlement shall recommence when the employee returns to work after the period of annual leave.

**28.9 Effect of long service leave on rostered days off**

28.9.1 An employee's entitlement to accrue towards a rostered day off shall cease when the employee takes long service leave.

28.9.2 The employee shall not be entitled to a rostered day off during the period of long service leave.

28.9.3 At commencement of the period of long service leave, the total value of any accrued rostered day off entitlement will be paid to the employee.

**28.10 Cash out of rostered days off (Accrued Hours)**

An employee can elect to cash out their hours accrued towards a rostered day off (Accrued Hours).

Accrued Hours will only be cashed out four (4) times per year, in the first pay period in February, May, August and November and where an employee has more than five (5) days in total of Accrued Hours owing to them. An employee will be entitled to retain a balance of no less than five days' worth of Accrued hours after each cash out. A request for a cash out of accrued hours must be made 14 days prior to the pay period in which it is paid.

**28.11 Make-up time**

An employee may elect, with the prior consent of the Company, to work make-up time. An employee works make-up time where they take time off ordinary hours and works those hours at a later time during the spread of ordinary hours provided in the Agreement.

**29. SATURDAY AND SUNDAY WORK**

Penalty rate for ordinary hours on Saturday or Sunday ("weekend days")

The penalty rate to be paid for all ordinary hours of work on a Saturday shift is 50%, and 100% penalty rate to be paid for all ordinary hours of work on a Sunday shift.

These penalty rates are calculated with reference to the applicable hourly rate of pay for ordinary hours; and are in substitution for, and not cumulative upon, any other penalty rate and/or shift premium for ordinary hours worked on a weekend day. The penalty rates prescribed by this clause for ordinary hours on a weekend day will be payable instead of the shift penalty rate/allowance prescribed in clause 28.2.1 and 28.2.2.

For example:

If you work on a Saturday, you will be paid your hourly rate of pay plus the applicable 50% weekend day penalty rate for all ordinary hours worked that shift. You will not be paid the shift penalty/shift allowance.

If you work on a Sunday, you will be paid your hourly rate of pay plus the applicable 100% penalty rate for all ordinary hours worked that shift. You will not be paid the shift penalty/shift allowance.

### **30. MEAL TIMES**

A meal break of not less than 30 minutes nor more than an hour is to be allowed and taken. An employee will not be compelled to work for more than five (5) hours after starting without a break for a meal.

Notwithstanding the above it is agreed that the arrangements in operation at the time this Agreement commences under which employees received paid breaks will continue for the duration of this Agreement.

### **31. EARLY START FOR AN EARLY FINISH**

It is agreed that when fatigue laws or regulations require drivers to have an early start for an early finish, that this shift must be the last shift for that week, Saputo will ensure rosters are balanced to ensure milk collection is not compromised or additional costs incurred.

By mutual agreement between the parties this shift may be moved to another shift within the week/roster.

### **32. OVERTIME**

32.1 The Company may require any employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirement.

#### **32.2 Penalty rate for overtime worked**

32.2.1 Overtime – For all work done in excess of an employee's ordinary hours, the applicable overtime penalty rate will be:

- (a) from Monday to Friday inclusive ("weekday"): a 50% penalty rate for the first three (3) hours of overtime and 100% penalty rate for all overtime thereafter, until the completion of the overtime worked;
- (b) on Saturday: a 100% penalty rate for the first three (3) hours of overtime and a 150% penalty rate for all overtime thereafter until the completion of the overtime worked;
- (c) on Sunday: a 200% penalty rate for all overtime, until the completion of the overtime worked; and
- (d) Overtime work done on a public holiday, whether on a week day or weekend day, will be paid as per the applicable rates of pay for public holidays as set out in clause 37 of this Agreement.

The above penalty rates for overtime are calculated with reference to the applicable hourly rate of pay for ordinary hours; and are in substitution for, and not cumulative upon, any other penalty rate and/or shift premium. The penalty rates prescribed by this clause for overtime on a weekday, weekend day, or public holiday, will be payable instead of the shift penalty rate/allowance prescribed in clause 28.2.1 and 28.2.2.

For example:

If you work overtime on a Saturday, you will be paid your hourly rate of pay plus the applicable 100% Saturday weekend day penalty rate for all overtime hours worked that shift. You will not be paid the shift penalty/shift allowance.

- 32.2.2 Except as provided in this clause or Clause 32.5, in computing overtime each day's work stands alone.
- 32.2.3 If required, employees will comply with reasonable and lawful orders of the Company as to working overtime including the working of overtime on Saturday.
- 32.2.4 Notwithstanding the above provisions the following will apply for employees performing inter-Regional work (North, West & East):
- (a) For the purpose of this sub clause 'inter- Regional' means employees who are engaged as Farm to Factory Milk Collection drivers who may from time to time be required to transfer products or milk between Regions.
  - (b) Employees will be paid overtime in accordance with sub clause 32.2.1 for work done outside their ordinary hours while performing Regional transfers.
  - (c) Employees who are required to stay overnight at a particular location will be deemed to have finished their daily work at the receipt of the delivery or by reaching a designated stop point and any subsequent time spent between then and the start of the next day's work will not be paid time
  - (d) The Company will pay for the accommodation and all reasonable expenses for meals associated with the overnight stay.

**32.3 Reasonable overtime**

32.3.1 In determining whether additional hours are reasonable or unreasonable, the following must be taken into account:

- (a) any risk to employee health and safety,
- (b) the employee's personal circumstances, including family responsibilities,
- (c) the needs of the workplace or enterprise,
- (d) whether the employee is entitled to receive overtime payments, penalty rates or other compensation for (or a level of remuneration that reflects an expectation of) working additional hours,
- (e) any notice given by the Company to work the additional hours,
- (f) any notice given by the employee of their intention to refuse to work the additional hours,
- (g) the usual patterns of work in the industry,
- (h) the nature of the employee's role and the employee's level of responsibility,
- (i) whether the additional hours are in accordance with averaging provisions included in a modern Award or agreement that is applicable to the employee, or an averaging arrangement agreed to by a Company and a modern Award/agreement free employee,
- (j) any other relevant matter.

**32.4 Time off in lieu of payment for overtime**

32.4.1 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.

32.4.2 Overtime taken as time off during ordinary time hours must be taken at the ordinary time rate, that is, an hour for each hour worked.

32.4.3 If requested by an employee, the Company must provide payment at the rate provided for the payment of overtime in the agreement, for any overtime worked under Clause 32.3.1 of this clause where such time has not been taken within four (4) weeks of accrual.

**32.5 Rest period after overtime**

32.5.1 Wherever reasonably practicable, overtime work must be arranged in such a way that employees have at least ten consecutive hours off duty between the work of consecutive days.

- 32.5.2 An employee (other than a casual employee):
- (a) who works overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day, and
  - (b) in working such overtime they have not had at least ten (10) consecutive hours off duty between those times,

must, subject to this clause, be released after completion of such overtime until they have had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

- 32.5.3 If the employee resumes or continues work on the instructions of the Company, without having had such ten (10) consecutive hours off duty, they must be paid at a penalty rate of 100% for all ordinary hours worked until released from duty for such period. The employee is then entitled to be absent until they have had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

Payment is calculated with reference to the applicable hourly rate of pay for ordinary hours; and is in substitution of, and not cumulative upon, any other penalty rate, shift allowance and/or shift premium in this agreement. The penalty rates prescribed by this clause will be payable instead of the shift penalty rate/allowance prescribed in clause 28.2.1 and 28.2.2.

### 32.6 **Call back**

- 32.6.1 An employee recalled to work overtime after leaving the Company's business premises (whether notified before or after leaving the premises) must be paid for a minimum of four (4) hours work at the appropriate rate for each time so recalled. Except in the case of unforeseen circumstances, the employee will not be required to work the full four (4) hours if the job they were recalled to perform is completed within a shorter period.

- 32.6.2 Clause 32.6.1 does not apply in cases where it is customary for an employee to return to the Company's premises to perform a specific job outside ordinary working hours, or where the overtime is continuous (subject to a reasonable meal break) with the end or start of ordinary working time.

- 32.6.3 Overtime worked in the circumstances specified in this clause will not be considered as overtime for the purposes of Clause 32.5 of this Agreement where the actual time worked is less than four (4) hours on such recall or on each of such recalls.

### 32.7 **Additional Shifts**

Where an employee is required to work on what would otherwise be a rostered day off in accordance with their shift pattern, they will be paid for a minimum of six (6) hours at the rates defined in clause 32.2.1 of this Agreement.

## **PART 6 – LEAVE AND PUBLIC HOLIDAYS**

### **33. ANNUAL LEAVE**

#### **33.1 Period of leave**

- 33.1.1 An employee (other than a casual) is entitled to a period of annual leave in accordance with the National Employment Standards.

- 33.1.2 An employee (other than a casual) is entitled to a period of four (4) weeks leave annually after twelve months continuous service (less the period of annual leave).

**33.2 Seven day shift workers**

33.2.1 In addition to the leave prescribed in Clause 33.1.1, seven day shift workers, that is shift workers who are rostered to work regularly on Sundays and holidays, are entitled to an additional week of paid annual leave each year.

33.2.2 Where an employee with twelve months continuous service is engaged for part of the twelve month period as a seven day shift worker, they will be entitled to have the period of annual leave increased by half a day for each month that they were so continuously engaged.

**33.3 Public holidays excluded**

33.3.1 The period of annual leave does not include public holidays observed under Clause 37 but includes all other non-working days.

33.3.2 If a public holiday under Clause 37 falls within an employee's period of annual leave and is observed on a day which would have been an ordinary working day for that employee, one ordinary working day must be added to the employee's period of annual leave for each such holiday observed.

33.3.3 Where an employee, without reasonable excuse and without providing evidence satisfactory to the Company, is absent from employment on the working day or part of the working day prior to the commencement of annual leave, or fails to resume work at the ordinary starting time on the working day immediately following the last day of annual leave, the employee shall not be entitled to payment for the public holidays which fall within the period of annual leave.

**33.4 Notice required**

33.4.1 Notice of leave to be given

- (a) The Company must give an employee at least 28 days' notice of the requirement to take leave. If the Company withdraws the notice and the employee postpones the taking of annual leave as a result, the employee will be compensated by the Company for any reasonable out-of-pocket loss as a result of the postponement.
- (b) The length of the notice of leave to be given in Clause 33.4.1(a) may be shortened by agreement between the Company and the individual employee concerned.

**33.5 How leave is to be taken**

33.5.1 Annual leave is to be given by the Company and taken by the employee in one of the following ways:

- (a) in one period of 28 consecutive days;
- (b) by agreement between the Company and the employee, in two periods totalling 28 days, the longer of the two periods being at least fourteen consecutive days;
- (c) in any other way agreed to between the Company and the employee.

**33.6 Time when leave to be granted**

33.6.1 Any leave to which an employee may become entitled must be granted within six (6) calendar months of its becoming due.

33.6.2 If, because of circumstances outside the Company's control, the Company considers it impossible to grant leave to an employee within the period set out in Clause 33.6.1, the Company may, by agreement with the employee, postpone the leave until a later date.

33.6.3 In very exceptional circumstances, payment may be made for the whole or any part of the leave as prescribed, by agreement between the Company and the employee concerned.

**33.7 Leave to be given and taken**

The annual leave provided for by this clause will be allowed and taken. Except as provided in Clauses 33.6 and 33.11.

33.7.1 The Company must, in addition to the wages payable under Clause 33.8, pay to the employee a further sum equal to the wages payable under Clause 33.8, if:

- (a) the Company fails to grant leave within the period of postponement mentioned in Clause 33.6; and
- (b) the Company is convicted on that ground for a breach of this Agreement; and
- (c) the employee is not a consenting party to the failure to grant leave.

**33.8 Payment for period of annual leave**

Each employee before going on leave must be paid the wages which would have applied in respect of the ordinary time the employee would have worked if leave had not been taken during the relevant period.

**33.9 Loading on annual leave**

33.9.1 During a period of annual leave, an employee is entitled to receive a loading calculated on the rate of wage prescribed in Clause 33.8. The purpose of the annual leave loading is to compensate the employee for the loss of access to working overtime during the period of annual leave.

The loading will be as follows:

- (a) An employee who would have worked their ordinary hours as prescribed in Clause 28.1 of this Agreement, had they not been on leave, a loading of 17.5 per cent (%).
- (b) An employee who would have worked their ordinary hours as prescribed in Clause 28.2 had the employee not been on leave, a loading of 22.5 per cent (%).

33.9.2 The loading prescribed in this clause shall apply to proportionate leave on termination.

**33.10 Leave in advance**

33.10.1 The Company may grant annual leave to an employee before the right to leave has accrued. Where an employee takes leave in these circumstances, a further period of annual leave will not start to accrue until the expiration of the twelve months in respect of which annual leave had been taken before it accrued.

33.10.2 Where leave has been granted to an employee under Clause 32.8, and the employee subsequently leaves or is discharged from the Company's service before completing the twelve months continuous service in respect of which the leave was granted, the Company may, for each one completed month of the qualifying period of twelve months not served by the employee, deduct from whatever remuneration is payable upon the termination of the employment 1/12th of the amount of wage paid on account of the annual leave. The amount deducted must not include any sums paid for any of the holidays prescribed in Clause 37.1 of this agreement.

33.10.3 In cases where such leave is granted at the request of the employee, the Company may, when making payment under Clause 33.8:

- (a) withhold from the employee a sum equal to 1/12th for each completed month of the qualifying period not served by the employee at the time of going on such leave; and
- (b) retain such sum until the expiration of such qualifying period.



**33.11 Excessive Leave**

- 33.11.1 If a Company has genuinely tried to reach an agreement with an employee as to the timing of taking annual leave, the Company can require the employee to take annual leave by giving not less than four (4) weeks' notice of the time when such leave is to be taken if;
- (a) at the time the direction is given, the employee has at least ten (10) weeks or more annual leave accrued; and
  - (b) the amount of annual leave the employee is directed to take is less than or equal to a quarter of the amount of leave accrued.

**33.12 Cash out of annual leave**

- 33.12.1 Employees may, on four (4) occasions per financial year, cash out a minimum of 38 hours of their accrued leave balance. However:
- (a) Annual leave must not be cashed out if it would result in the employee's accrued annual leave balance being less than five (5) weeks (190 hours);
  - (b) Each agreement to cash out annual leave must be in a separate agreement in writing between Saputo and the employee; and
  - (c) Where annual leave is cashed out, the employee must be paid at least the full amount that would have been payable to the employee, including annual leave loading had the Employee taken the leave that the employee has forgone.
  - (d) Cash out of annual leave will include annual leave loading.

**33.13 Payment of annual leave on termination**

- 33.13.1 Where an employee has become entitled to annual leave but leaves or is dismissed for any cause before such leave is granted, the employee will be paid wages in lieu of that leave at the appropriate rate under Clauses 33.8 and 33.9.
- 33.13.2 In addition, proportionate payment must be made for each completed month of continuous service in any qualifying twelve-monthly period:
- (a) when an employee lawfully leaves their employment; or
  - (b) when an employee's employment is terminated by the Company through no fault of the employee.

**33.14 Calculation of continuous service**

- 33.14.1 Service is deemed to be continuous despite:
- (a) any interruption or determination of the employment by the Company if the interruption or determination was made with the intention of avoiding obligations in this agreement in respect of annual leave;
  - (b) any absence from work of not more than fourteen days in the twelve months on account of sickness or accident (proof of which must be provided by the employee);
  - (c) any absence on account of leave granted, imposed or agreed to by the Company; or
  - (d) any absence for reasonable cause, including absences because of sickness or accident of more than fourteen days, proof of which will be on the employee.
- 33.14.2 In cases of personal sickness, accident or absence with reasonable cause, in order to be entitled to the benefit of this clause, the employee should, if practicable, inform the Company within 24 hours after the commencement of such absence of the employee's inability to attend for duty and, as far as practicable, the nature of the illness, injury or cause and the estimated duration of absence.
- 33.14.3 In calculating a period of twelve months' continuous service:
- (a) any annual leave taken during that period or any absences of the kind mentioned in Clauses 33.14.1(a) and 33.14.1(b) must be counted as part of such period;

- (b) in respect of absences of the kind mentioned in Clauses 33.14.1(c) and 33.14.1(d), the employee must serve such additional period as part of his qualification for annual leave as will equal the period of such absences.

33.14.4 Where an employee is absent from work for any cause whatever, the Company must notify the employee within fourteen days of the employee's return to work whether the Company regards such absence as breaking, either conditionally or unconditionally, the employee's continuity of service.

33.14.5 If the Company does not give such notice within fourteen days, the absence will not be deemed to be such a break. The Company must notify the employee by having the notice delivered to the employee in writing.

33.14.6 Where an employee has been absent from employment and the Company has notified the employee that the absence is regarded as a break in continuity of service, the employee may, within fourteen days of being notified by the Company, initiate the provisions of Clause 14 – Settlement of Disputes.

**33.15 Calculation of month**

For the purpose of this clause, a month commences on the day of the month when employment of an employee commenced as a weekly employee and ends one (1) calendar month later. If there is no such day in the subsequent month it is the last day of the subsequent month.

**33.16 Successor or assignee or transmittee**

Where the Company is a successor or assignee or transmittee of a business, if an employee was in the employment of the Company's predecessor at the time when the Company became the successor or assignee or transmittee, the employee will, for the purposes of this clause, be deemed to be in the service of the Company for the period during which they were in the service of the predecessor.

**33.17 Annual close-down**

33.17.1 Where the Company closes down the plant, or a section or sections of the plant, for the purpose of allowing annual leave to all or the bulk of employees in the plant or section or sections concerned, the following provisions will apply:

- (a) The Company may, after giving not less than one (1) month's notice of their intention so to do, stand off for the duration of the close-down all employees in the plant or section or sections concerned, and allow to those who have not then qualified for the full amount of annual leave, paid leave on a proportionate basis for each completed month of continuous service.
- (b) An employee who has then qualified for the full amount of annual leave, and has also completed a further month or more of continuous service, will be allowed his or her leave on an amount proportionate to each such further completed month of continuous service.
- (c) The next twelve monthly qualifying period for each employee affected by such close down will start from the day on which the plant, or section or sections concerned is reopened for work. All time during which an employee is stood off without pay for the purposes of this clause is deemed to be time of service in the next twelve monthly period.

- (d) Where:
  - (i) in the first year of service with the Company an employee is allowed proportionate annual leave under Clause 33.17.1(a); and
  - (ii) within the first year of service lawfully leaves their employment or their employment is terminated by the Company through no fault of the employee, the employee will be entitled to the benefit of Clause 33.17 subject to adjustment for any proportionate leave which they may have been allowed as mentioned above.

### **34. PERSONAL LEAVE**

34.1 Employees are entitled to personal leave in accordance with the National Employment Standards.

#### **34.2 Accrual**

34.2.1 In addition to sub-clause 34.1 above, full time and part time employees shall accrue personal leave on the following basis:

- (a) First year of service – Monthly accrual of personal leave with an annual maximum of 10 days.
- (b) Second and subsequent years of service – 10 days entitlement accrued on the employee's anniversary of commencement date.

34.2.2 Seasonal employees shall accrue leave on a pro-rata basis of the calculation method identified in sub-clause 34.2.1.

### **35. PARENTAL LEAVE**

Employees are entitled to parental leave in accordance with the National Employment Standards.

### **36. LONG SERVICE LEAVE**

The *Victorian Long Service Leave Act 2018* ("the Act") will apply with the following exceptions or additions:

- 36.1 Effective from the first full pay period commencing on or after 10 March 2003, the Company shall prospectively increase all eligible employees long service accruals to 1.3 weeks per completed year of continuous service (Previously 0.8667 weeks per year of service.)
- 36.2 The Company shall allow employees to have access to pro-rata long service leave after seven (7) years continuous service, effective from 10 March 2003.
- 36.3 Whilst pro-rata access will be available after seven (7) years continuous service as outlined above, full accrual of thirteen (13) weeks will only occur after ten (10) years of continuous service.

### **37. PUBLIC HOLIDAYS**

37.1 An employee on weekly hiring is entitled to public holidays on the following days:

37.1.1 New Year's Day, Australia Day, ANZAC Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; and

37.1.2 The following days, as prescribed in the relevant States, Territories and localities:

King's Birthday, Easter Sunday, Grand Final Eve, Melbourne Cup and Labour Day.

- 37.1.3 When Christmas Day is a Saturday or a Sunday, a holiday instead of that day will be observed on 27 December.
- 37.1.4 When Boxing Day is a Saturday or a Sunday, a holiday instead of that day will be observed on 28 December.
- 37.1.5 When New Year's Day or Australia Day is a Saturday or Sunday, a holiday instead of that day will be observed on the next Monday.
- 37.1.6 Where in a State, Territory or locality, public holidays are declared or prescribed on days other than those set out in Clause 37.1, those days will constitute additional holidays for the purpose of this Agreement.
- 37.1.7 By agreement between the Company and the majority of employees in the relevant enterprise or section of the enterprise, an alternative day may be taken as the public holiday instead of any of the prescribed days.
- 37.1.8 The Company and an individual employee may agree to the employee taking another day as the public holiday instead of the day which is being observed as the public holiday in the enterprise or relevant section of the enterprise.
- 37.1.9 If an employee works any hours on a public holiday they will be paid their hourly rate of pay for ordinary hours, plus the applicable penalty rate below, for all hours worked on that public holiday.
- 37.1.10 For all time worked by an employee on such public holidays payment will be made at the following penalty rates:
  - (a) On Good Friday and Christmas Day: a 200% penalty rate
  - (b) On any other public holiday: a 150% penalty rate
- 37.1.11 **Christmas on a Saturday or Sunday**  
When Christmas Day (25 December) falls on a Saturday or Sunday, employees who work on that day shall be paid the following penalty rates:
  - (a) Saturday: a 200% penalty rate.
  - (b) Sunday: a penalty rate of 250%.
- 37.1.12 If an employee is required to work on a public holiday during hours which, if the day were not a public holiday, would be outside the range of ordinary working time as mentioned in Clause 28 – Hours of work, the employee will be paid for those hours at a penalty rate of 100%.
- 37.1.13 When any of the public holidays prescribed by this Agreement occurs on a rostered day off, the employee will be given within four (4) weeks following the date on which such a public holiday occurred:
  - (a) one (1) extra day's pay; or
  - (b) time off in lieu thereof; or
  - (c) one (1) day will be added to the employee's annual leave.
- 37.1.14 A casual employee working on a public holiday will be paid at 100% penalty rate. The minimum payment will be equivalent to four (4) hours' work.

- 37.1.15 In addition to the payment prescribed in Clause 37.1.14, casual employees must also be paid the applicable casual loading as per 16.5.4 and 16.5.5 for all such hours worked.
- 37.1.16 Where a weekly employee is entitled to any holiday prescribed by this Agreement, the Company must notify the employee on the working day immediately before the holiday whether their services are required on that holiday. If such notice is not given, the employee will be entitled to take such holiday without deduction of pay.
- 37.1.17 Payment for all hours worked on a public holiday per Clause 37 is calculated with reference to the applicable base hourly rate of pay for ordinary hours; and is in substitution of, and not cumulative upon, any other penalty rate, shift allowance and/or shift premium in this Agreement.

## **38. JURY SERVICE**

- 38.1 An employee on weekly hiring required to attend for jury service during ordinary working hours must be reimbursed by the Company an amount equal to the difference between the amount paid in respect of attendance for such jury service and the amount of wage the employee would have received in respect of the ordinary time which the employee would have worked had the employee not been on jury service.
- 38.2 An employee must notify the Company as soon as possible of the date on which the employee is required to attend for jury service. The employee must also give the Company proof of attendance, the duration of such attendance and the amount received in respect of such jury service.
- 38.3 An employee called up and subsequently not required for jury service must report for work as soon as practicable after being informed that they are not required.

## **PART 7 – TRAINING**

### **39. TRAINING**

- 39.1 Following proper consultation, which may involve the setting up of training committees, the Company shall develop a training policy and programme consistent with:
- (a) the current and future skill needs of the enterprise,
  - (b) the size, structure and nature of the operations of the enterprise,
  - (c) the need to develop vocational skills relevant to the Company and the dairy industry through courses conducted by appropriate educational institutions and training providers.

- 39.1.1 Where, as a result of consultation, it is agreed by the Company that additional training should be undertaken by an employee, that training may be undertaken either on or off the job. If the training is undertaken during ordinary working hours the employee concerned will not suffer any loss of pay.

The Company will not unreasonably withhold such paid training leave.

- 39.1.2 Any costs associated with standard fees for prescribed courses and prescribed textbooks (excluding those textbooks which are available in the Company's technical library) incurred in connection with the undertaking of training must be reimbursed by the Company upon production of evidence of such expenditure.

Reimbursement of standard fees may be made at the completion of the prescribed course or annually, whichever is the earlier, subject to reports of attendance at such courses.

39.1.3 Travel costs incurred by an employee undertaking training in accordance with this clause which exceed those normally incurred in travelling to and from work will be reimbursed by the Company.

#### 39.2 **Mental Health Training**

39.2.1 As part of the Company's support of the health and wellbeing of the workforce, where the Company decides to roll out mental health training to employees, 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.

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

### **40. TRADE UNION TRAINING LEAVE**

(a) Entitlement to Union Training leave shall be calculated on the basis of ten (10) days per financial year per delegate. These 10 days are inclusive of the SDA/TWU Cross-Regional Consultative Committee meetings attended by representatives of the Company, Union and Union delegates.

(b) The application for such leave shall be made to the Company in writing and will include the nature, content and duration of the course to be attended.

(c) The granting of leave pursuant to this clause shall be subject to the employee or the Union giving not less than two (2) weeks' notice of the leave or such lesser period of notice as may be agreed by the Company.

(d) The number of delegates entitled to access leave under this provision shall be as follows:

- (i) Where at a Site covered under this Agreement the Company employs up to thirty (30) employees covered under this Agreement one (1) employee may be granted leave.
- (ii) Where at a Site covered under this Agreement the Company employs more than thirty (30) but not more than fifty (50) employees covered under this Agreement two (2) employees may be granted leave.
- (iii) Where at a Site covered under this Agreement the Company employs more than fifty (50) but not more than one hundred (100) employees covered under this Agreement three (3) employees may be granted leave.
- (iv) Where at a Site covered under this Agreement the Company employs more than one hundred (100) employees covered under this Agreement four (4) employees may be granted leave.

(e) Leave of absence granted pursuant to this clause, shall count as service for all purposes of this Agreement.

(f) Each employee on leave approved in accordance with this clause, shall be paid all ordinary time earnings. For the purpose of this subclause "ordinary time earnings" of an employee means the classification rate, over-award payment, superannuation and shift loading which otherwise would have been payable. Payment for Union delegates attendance at SDA/TWU Cross-Regional Consultative Committee meetings is covered in clause 42(g).

- (g) All expenses (such as travel, accommodation and meals) associated with or incurred by the employee attending a training course as provided in this clause shall be the responsibility of the employee or the Union.
- (h) An employee may be required to satisfy the Company of attendance at the course to qualify for payment of leave, unless the employee would otherwise have been entitled to payment under Clause 34 – Personal/Carer's Leave of this Agreement.
  - (i) In the event a scheduled rostered day off falls within a period of leave approved pursuant to the clause, no alternative day of leave shall be substituted in lieu.

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

A duly accredited Union Representative shall have the right to enter the Company's establishment in accordance with the *Fair Work Act 2009* and for the purposes described in the *Fair Work Act 2009* and those in this subclause, on the following conditions:

- (a) That they notify the Company upon arrival on the site.
- (b) That they do not unduly interfere with the operations of the site.
- (c) That they comply with the Company's on site induction procedures.

An authorised Union representative is entitled to enter at all reasonable times upon the premises, provided the representative does not interfere unreasonably with the Company's business, for the following purposes:

- (i) Inductions of new employees or casual workers;
- (ii) Involvement under the disputes procedure of this Agreement; and
- (iii) Distributing written information to Union delegates or employees.

However, nothing in this clause provides an authorised Union representative with a right to enter premises for a purpose which is within Part 3-4 of the *Fair Work Act 2009*.

#### **42. DELEGATES RIGHTS**

- (a) The Company recognises the Union delegates who are elected by the employees, in their capacity as the workplace representatives of the Union. A Union delegate will be allowed, subject to prior notification to their Supervisor, reasonable paid time to perform their functions and conduct legitimate on-site union business with workers whom they represent, including collecting information from workers.
- (b) At least one Union Delegate will be notified by email and text message as soon as the Company becomes aware that a new employee(s) will be commencing employment with the Company. This email is to include their name, workplace location and shift. At least one (1) delegate will be afforded the necessary time to attend the induction session to explain and introduce this Agreement.
- (c) Subject to prior approval of the Company, a Union delegate shall be allowed at a place designated by the Company a reasonable period of time during working hours to interview duly accredited Union officials of the Union they belong on legitimate union business relevant to the Company.
- (d) The Company may upon request release Union delegates from their normal duties to attend a meeting with an official of the Union at a time mutually agreed between the parties, provided that the Company shall be entitled to reasonable notice of any such meeting and the subject matter is relevant to the Company.
- (e) Subject to prior approval of 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, they shall be paid a minimum of two (2) hours ordinary hours for the duration of the meeting. A request for such meetings will not be unreasonably refused.

- (f) The parties agree that each site is entitled to four (4), thirty (30) minute meetings per annum held between Monday and Friday. These meetings must be notified in advance and payment for attending meetings will only be paid at the ordinary hourly base rate.
- (g) The Company will release delegates to attend the SDA/TWU Cross-Regional Consultative Committee meetings, timing and frequency of these meetings to be agreed by the Company and TWU representatives. Delegates rostered on-shift at the time of the SDA/TWU Cross-Regional Consultative Committee meetings will be paid as if worked, capped at 12 hours. Payment to delegates off-shift will be paid as if worked, capped at 12 hours. This will not be considered as a call-back or additional shift. No alternative day off shall be substituted in lieu.



**SIGNATORIES**

Signed for and on behalf of Saputo Dairy Australia Pty Ltd by its duly authorized representative:



Signature of authorized representative

Rick Overweter

Name of authorized representative (please PRINT)

**CAPACITY:** Head of Logistics

**DATE:** 30 November 2023

Address: Level 14, 28 Freshwater Place, Southbank VIC

Signed for and on behalf of the Transport Workers Union of Australia by its duly authorized representative:



Signature of authorized representative

Mike McNess

Name of authorized representative (please PRINT)

**CAPACITY:** Branch Secretary

**DATE:** 30 November 2023

Address: 52 - 56 Rouse Street,...

Port Melbourne...3207...

..... VIC .....

#### 43. APPENDIX 1: Wage Rates and Allowances

Rates of Pay			
Description	First full pay period on/after 1 June 2023	First full pay period on/after 1 June 2024	First full pay period on/after 1 June 2025
Tanker Operator (Driver/Washer>25T)	\$ 36.13050 Hourly	\$ 37.57572 Hourly	\$ 38.70299 Hourly
Including Farm Collection Allowance	\$ 37.37050 Hourly	\$ 39.18572 Hourly	\$ 40.36299 Hourly
Rates of Pay 5&3 Roster with Pay averaging (includes Farm Collection Allowance)			
Description	First full pay period on/after 1 June 2023	First full pay period on/after 1 June 2024	First full pay period on/after 1 June 2025
Day shift premium	\$ 45.36779 Hourly	\$ 47.57146 Hourly	\$ 49.00067 Hourly
Night shift premium	\$ 51.27233 Hourly	\$ 53.76281 Hourly	\$ 55.37802 Hourly

Allowances				
Description	Frequency	First full pay period on/after 1 June 2023	First full pay period on/after 1 June 2024	First full pay period on/after 1 June 2025
Farm Collection Allowance	Hourly	\$1.24	\$1.61	\$1.66
Meal	Clause 23.3	\$18.02	\$18.74	\$19.30
Tanker Wash 6&2	Daily	\$5.45	\$5.67	\$5.84
Tanker wash 5&3 / 4 on & 4 off	Daily	\$5.74	\$5.97	\$6.15
Leading Hand: 3-10 Employees	Weekly	\$78.19	\$81.32	\$83.76
Leading Hand: 11-20 Employees	Weekly	\$96.78	\$100.65	\$103.67
Leading Hand: 21+ Employees	Weekly	\$112.40	\$116.90	\$120.41
Laundry	Weekly	\$13.84	\$14.39	\$14.82

#### Farm Collection Allowance

For the avoidance of doubt the Farm Collection Allowance referred to above includes the indexed rate of the Farm Collection Allowance, as well as an additional payment paid in Year 1 (2023) and Year 2 (2024).

#### Leading Hand – Office and Collection of Milk

- Where tanker operators perform Leading Hand roles that are primarily office based they will receive the appropriate leading hand rate as part of their all-purpose rate.
- Where tanker operators perform Leading Hand roles that involve both office related work and the collection of milk as a daily activity, they will receive the appropriate leading hand rate plus the Farm Collection Allowance whilst doing both activities as part of their all-purpose rate.

Note: The above classifications does not apply to employees, not otherwise covered by this Agreement, who may from time to time perform some of the work performed by occupations covered by this Agreement on an incidental basis to their primary function.

#### 44. APPENDIX 2: 12 Hour Shift Arrangements

##### 1. 12 hour shift roster

The roster pattern for 12-hour shift arrangements is detailed below.

The roster consists of 6.5 - 8 week cycles in a 52-week period.

For Day shift only:

Week	SUN	MON	TUE	WED	THU	FRI	SAT	Hrs Worked
1	D	D	D	D				48
2		D	D	D	D			48
3			D	D	D	D		48
4				D	D	D	D	48
5					D	D	D	36
6	D					D	D	36
7	D	D					D	36
8	D	D	D					36

For Day and Night shift rotating:

Week	SUN	MON	TUE	WED	THU	FRI	SAT	Hrs Worked
1	D	D	D	D				48
2		N	N	N	N			48
3			D	D	D	D		48
4				N	N	N	N	48
5					D	D	D	36
6	D					N	N	36
7	N	N					D	36
8	D	D	D					36

##### 2. Overtime

- 2.1 In any pay week where an employee works four shifts or more, all hours of the second shift shall be paid as overtime as per clause 32.2. No meal allowance is payable.
- 2.2 All work in excess of 12-hours per day is to be paid as overtime as per clause 32.2, entitlement to meal allowances as per clause 23.3.
- 2.3 In any pay week, all hours of the fifth and subsequent shifts will be paid as overtime as per clause 32.2, entitlement to meal allowance as per clause 23.3.

##### 3. Shift Allowances & Penalties

Shift allowances payable for ordinary hours:

- Shifts commencing at 6.00am or earlier Monday to Friday (Early Shift) 15%
- Shifts finishing at 6.01 pm or later Monday to Friday (Late Shift) 20%

Shift Penalties payable:

- Shifts commencing on a Saturday 50%
- Shifts commencing on a Sunday 100%

Payment of a shift penalty, for all hourly or weekly time worked is in substitution of, and not cumulative upon, any other penalty rate, shift allowance and/or shift premium in this Agreement.

For example:

If you work on a Saturday, you will be paid your hourly rate of pay plus the applicable 50% shift penalty rate for all ordinary hours worked that shift. You will not be paid the shift allowance.

If you work on a Sunday, you will be paid your hourly rate of pay plus the applicable 100% shift penalty rate for all ordinary hours worked that shift. You will not be paid the shift allowance.

**4. Annual Leave loading**

Annual leave loading of 22.5% for day shift only employees and 34.2% for day and night rotating employees will apply for employees engaged on a 12-hour shift arrangement. Where annual leave is taken, shift premiums, shift allowances, and penalty rates, will not be applicable. The purpose of the annual leave loading is to compensate the employee for the loss of access to working overtime during the period of annual leave.

**5. RDO**

This roster does not provide for the accrual of RDOs.

**6. Personal Leave**

The Personal Leave entitlement is 10 days per annum. The rate of pay that applies on Personal Leave is the base hourly rate of pay.

Where an employee is absent on a day where a weekend day premium/penalty rate applies, these will be deducted from the next pay.

#### **45. APPENDIX 3: List of Saputo Sites covered by this Agreement**

79 - 83 Karook Street  
COBRAM, VIC 3644

19 Kiewa East Road  
KIEWA, VIC 3691

18 Yarragon Road  
LEONGATHA, VIC 3953

Bundalguah Road  
MAFFRA, VIC 3860

Cnr Lowry and Kerferd Roads  
ROCHESTER, VIC 3561

## 46. APPENDIX 4: 5&3 Roster

To support a safer work life balance Saputo and the employees may agree to the following 5&3 roster variations being worked. The rosters will be worked by an entire driving group, by region. Multiple rosters will not be worked on a site, or, across multiple sites within in a region.

There will be two variations of a 5&3 roster that can be worked by a Region:

- a. 9 Hour Day (Ordinary Hours)
- b. 9.25 Hour Day (Ordinary Hours)

The provisions of each roster are outlined in this Appendix.

Each Region includes the following sites:

Region	Sites		
Northern Victoria	Cobram	Rochester	Kiewa
Eastern Victoria	Leongatha	Maffra	

### 1. 5&3 Trials

A trial of the 5&3 rosters, of no less than 6 months and no greater than 12 months, can be conducted in all regions. A review of the trial will occur every 3 months.

The 5&3 roster will be implemented following the completion of the trial and with agreement by the majority of employees in a region. The parties agree to work towards achieving implementing 5&3 rosters across all regions.

### 2. Pay Averaging

Pay Averaging will only be applicable to regions that agree to trial a 5&3 roster in accordance with the terms of this Agreement and as follows:

- Drivers who agree to trial or implement a 5&3 roster will have their pay averaged.
- Day Shift will receive a 21.40% loading on all ordinary hours. This shift premium is inclusive of all penalty rates/premiums for ordinary hours.
- Morning/afternoon shift (also known as Early start shift (start before 5.30am) will receive a 32.1% shift premium on all ordinary hours. This shift premium is inclusive of all penalty rates/premiums for ordinary hours.
- Night shift (end after midnight) will receive a 37.20% loading on all ordinary hours. This shift premium is inclusive of all penalty rates/premiums for ordinary hours.
- Personal leave and ACC hour balances will be adjusted so as to maintain the dollar value of the accrued leave prior to a 5&3 roster being introduced.
- All leave (excluding Annual and Long Service Leave) will be paid at the averaged rate.
- Long Service Leave will be paid at the base rate.
- Annual Leave will be paid as per roster at the base rate plus the leave loading detailed in this Agreement in clause 33.9.
- Personal leave that is paid out as per clause 17.3 will include the 21.4% loading.

The applicable penalty rate/shift premium is in substitution for, and not cumulative upon, any other penalty rate and/or shift premium provided for ordinary hours in the Agreement.

### 3. Roster A - 5&3 (9 Hour Day)

The roster pattern for a 5&3 - 9 hour day is detailed below.  
The roster consists of 6.5 - 8 week cycles in 52 week period.

Week	SUN	MON	TUE	WED	THU	FRI	SAT	Hrs Worked	Hrs Paid	ACC Hours
1	9	9	9	9	9			45.00	41.33	3.67
2		9	9	9	9	9		45.00	41.33	3.67
3			9	9	9	9	9	45.00	41.33	3.67
4				9	9	9	9	36.00	36.00	0.00
5	9				9	9	9	36.00	36.00	0.00
6	9	9				9	9	36.00	36.00	0.00
7	9	9	9				9	36.00	36.00	0.00
8	9	9	9	9				36.00	36.00	0.00
							<b>8 Week Hours</b>	<b>315.00</b>	<b>304.00</b>	<b>11.00</b>

### 4. Calculation of Average Pay

Payment for working these hours is based 9 hour ordinary hours each day worked:

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat	Days per week	Hrs worked	Morning / afternoon penalty rate (15%)	Night shift penalty rate (20%)	\$15 Night shift	Sat Loading (50%)	Sun Loading (100%)
1	9	9	9	9	9			5	45.00	5.4	7.20	0.49	0.00	9.00
2		9	9	9	9	9		5	45.00	6.75	9.00	0.00	0.00	0.00
3			9	9	9	9	9	5	45.00	5.4	7.20	0.49	4.50	0.00
4				9	9	9	9	4	36.00	4.05	5.40	0.49	4.50	0.00
5	9				9	9	9	4	36.00	2.70	3.60	0.98	4.50	9.00
6	9	9				9	9	4	36.00	2.70	3.60	0.98	4.50	9.00
7	9	9	9				9	4	36.00	2.70	3.60	0.98	4.50	9.00
8	9	9	9	9				4	36.00	4.05	5.40	0.49	0.00	9.00
<b>Total</b>									<b>315.00</b>	<b>33.75</b>	<b>45</b>	<b>4.90</b>	<b>22.50</b>	<b>45.00</b>

#### 4.1 Saturday & Sunday Loadings

Saturday & Sunday loadings will be calculated as below then paid as an average.

Hours paid over 8 week cycle – 9 hour day			
Loadings	Day Shift	Morning/afternoon (Early start) shift	Night Shift
Saturday	22.50	22.50	22.50
Sunday	45.00	45.00	45.00
Shift	0	33.75	45.00
\$15 Night Shift	0	0	4.90
<b>Total</b>	<b>67.50</b>	<b>101.25</b>	<b>117.40</b>

Employees will be paid as worked for Night Shift on Christmas Day and Boxing Day as per clause 28.2.3 of this Agreement.

### **Day Shift**

In addition to the hourly rate for the hours worked 315, the loadings are paid as an average, and are calculated as follows. This is 21.4% above the ordinary hourly rate, and referred to as the Day shift premium.

$$\frac{\text{Hour Worked+ (Saturday \& Sunday Loadings)}}{\text{Hours Worked}} = \frac{315 + 67.50 = 382.50}{315}$$

The total number of loadings are then divided by the hours worked.

$$\frac{382.50}{315} = 1.214$$

The applicable shift premium is in substitution for, and not cumulative upon, any other shift premium and/or penalty rate for ordinary hours provided for in this Appendix and the Agreement.

### **Morning/afternoon (Early start) shift**

In addition to the hourly rate for the hours worked 315, the loadings are paid as an average, and are calculated as follows. This is 21.4% above the ordinary hourly rate, and referred to as the Morning/afternoon shift premium.

$$\frac{\text{Hour Worked+ (Saturday \& Sunday Loadings)}}{\text{Hours Worked}} = \frac{315 + 101.25 = 416.25}{315}$$

The total number of loadings are then divided by the hours worked.

$$\frac{416.25}{315} = 1.321$$

The applicable shift premium is in substitution for, and not cumulative upon, any other shift premium and/or penalty rate for ordinary hours provided for in this Appendix and the Agreement.

### **Night Shift**

In addition to the hourly rate for the hours worked 315, the loadings are paid as an average, and are calculated as follows. This is 37.20% above the ordinary hourly rate, and is referred to as the Night shift premium.

$$\frac{\text{Hour Worked+ (Saturday, Sunday, Shift \& Night Loadings)}}{\text{Hours Worked}} = \frac{315 + 117.40 = 432.40}{315.00}$$

The total number of loadings are then divided by the hours worked.

$$\frac{432.40}{315.00} = 1.372$$

The applicable shift premium is in substitution for, and not cumulative upon, any other shift premium and/or penalty rate for ordinary hours provided for in this Appendix and the Agreement.



#### 4.2 Application of Shift Premium

The Day shift premium of 21.4% or the Morning/afternoon shift premium of 32.1% or the Night shift premium of 37.2%, as applicable, will be paid during the roster period for:

- All Ordinary Hours worked
- ACC Hours taken
- Personal Leave Taken

The relevant shift premium is inclusive of all penalty rates and/or shift premiums for ordinary hours.

#### 4.3 Annual Leave Loading

Annual leave earned whilst working this roster will accrue a leave loading as per clause 33.9 of this Agreement at 22.5%. The purpose of the annual leave loading is to compensate the employees for the loss of access to working overtime during the period of annual leave.

#### 4.4 Accrued Hours

- (a) 11 accrued hours are earned per 8 week cycle therefore each employee will accrue 71.5 accrued hours, or 7.94 days for every 52 weeks worked.
- (b) Each full time employee can accrue up to nine (9) rostered days off (**RDOs**) for each 12 months of continuous service with the Company from the commencement of this Agreement. Part time and seasonal employees will accrue RDOs on a pro-rata basis.
- (c) In the event that a full time employee's hours of work do not allow them to accrue up to nine (9) RDOs per 12 months of continuous service, the Company will top up their RDO balance to ensure they have received nine (9) RDOs in that 12 month period. The Company will top up the RDOs received by part time and seasonal employees on a pro rata basis. With the exception of seasonal employees (addressed below), this top up of RDOs will occur in the next available pay period from 1 June each year.
- (d) For the avoidance of doubt, an employee will not accrue an RDO on unpaid or unauthorised leave. In such cases the RDO balance will be deducted by a pro-rata amount for the time spent on unpaid or unauthorised leave.
- (e) RDOs are to be taken by mutual agreement between the employee and the Company.
- (f) RDOs shall be paid at the ordinary rate of pay (which is inclusive of applicable shift penalties and farm collection allowance) equal to the number of ordinary hours that would otherwise be worked on that day.
- (g) Fixed term (Seasonal) employees can accrue a pro rata amount of RDOs during their contracted months of employment. From the commencement of this Agreement, upon the conclusion of their contract of employment with the Company, the Company will pay to that seasonal employee a pro-rata top up of their RDOs per paragraph (c) of this clause.
- (h) This pro-rata top up amount will be based on the difference between the number of RDO's the employee has accrued and the nine (9) RDOs that can be accrued each year, pro-rated to their hours of work
- (i) This pro-rata top up of RDOs will be paid to seasonal employees at the conclusion of their contract with the Company.

- (j) These provisions should be read in conjunction with clause 28.3-28.10 of this Agreement, to the extent of any inconsistency wherein the terms of this clause shall apply.

**4.5 Overtime and Public Holidays**

Overtime, public holidays are considered an exception to pay averaging under this roster and will be paid in the week they are earned. These hours are paid at the base rate of hourly pay for ordinary hours, plus the appropriate penalty rate, as applicable.

**5. Overtime & Meal Allowance**

Where overtime is worked it will be paid as per the table below, with the Meal Allowance payable after the tenth hour worked.

<b>1 – 9 Hours Ordinary (Monday to Friday)</b>									<b>9 – 11 Hours x 1.5</b>		<b>11+Hour x 2</b>
1	2	3	4	5	6	7	8	9	10	11	12

<b>1 – 9 Hours Ordinary (Saturday)</b>									<b>9 – 11 Hours x 2.0</b>		<b>11+Hour x 2.5</b>
1	2	3	4	5	6	7	8	9	10	11	12

<b>1 – 9 Hours Ordinary (Sunday)</b>									<b>9 + Hours x 3.0</b>	
1	2	3	4	5	6	7	8	9	10	11

**6. Roster B - 5&3 (9.25 Hour Day)**

The roster pattern for a 5&3 - 9.25 hour day is detailed below. The roster consists of 6.5 - 8 week cycles in 52-week period.

Week	SUN	MON	TUE	WED	THU	FRI	SAT	Hrs Worked	Hrs Paid	ACC Hours
1	9.25	9.25	9.25	9.25	9.25			46.25	39.665	6.59
2		9.25	9.25	9.25	9.25	9.25		46.25	39.665	6.59
3			9.25	9.25	9.25	9.25	9.25	46.25	39.665	6.59
4				9.25	9.25	9.25	9.25	37.00	37.000	0.00
5	9.25				9.25	9.25	9.25	37.00	37.000	0.00
6	9.25	9.25				9.25	9.25	37.00	37.000	0.00
7	9.25	9.25	9.25				9.25	37.00	37.000	0.00
8	9.25	9.25	9.25	9.25				37.00	37.000	0.00
							<b>Total</b>	<b>323.75</b>	<b>304.00</b>	<b>19.77</b>

**7. Calculation of Average Pay**

Payment for working these hours is based on 9.25 ordinary hours each day worked.

Week	Sun	Mon	Tue	Wed	Thur	Fri	Sat	Days per Week	Hrs Worked	Morning/afternoon penalty	Night shift penalty	\$15 Night shift	Sat loading (50%)	Sun Loading (100%)
------	-----	-----	-----	-----	------	-----	-----	---------------	------------	---------------------------	---------------------	------------------	-------------------	--------------------

										rate (15%)	rate (20%)				
1	9.25	9.25	9.25	9.25	9.25			5	46.25	5.55	7.40	0.49	0.00	9.25	
2		9.25	9.25	9.25	9.25	9.25		5	46.25	6.94	9.25	0.00	0.00	0.00	
3			9.25	9.25	9.25	9.25	9.25	5	46.25	5.55	7.40	0.49	4.63	0.00	
4				9.25	9.25	9.25	9.25	4	37.00	4.16	5.55	0.49	4.63	0.00	
5	9.25				9.25	9.25	9.25	4	37.00	2.78	3.70	0.98	4.63	9.25	
6	9.25	9.25					9.25	9.25	4	37.00	2.78	3.70	0.98	4.63	9.25
7	9.25	9.25	9.25					9.25	4	37.00	2.78	3.70	0.98	4.63	9.25
8	9.25	9.25	9.25	9.25					4	37.00	4.16	5.55	0.49	0.00	9.25
								<b>Totals</b>	<b>323.75</b>	<b>34.70</b>	<b>46.25</b>	<b>4.90</b>	<b>23.15</b>	<b>46.25</b>	

### 7.1 Saturday & Sunday shift premium

Shift premiums for working Saturday and Sunday will be calculated as below, then paid as an average, and included in the applicable Day shift premium, Morning/afternoon shift premium, or Night shift premium, as follows:

<b>Hours paid over 8 week cycle – 9 ¼ hour day</b>			
<b>Loadings</b>	<b>Day Shift</b>	<b>Morning/afternoon (Early start) Shift</b>	<b>Night Shift</b>
Saturday	23.15	23.15	23.15
Sunday	46.25	46.25	46.25
Shift	0	34.70	46.25
\$15 Night Shift	0	0	4.90
<b>Total</b>	<b>69.40</b>	<b>104.10</b>	<b>120.55</b>

Employees will be paid as worked for Night Shift on Christmas Day and Boxing Day as per clause 28.2.3 of this Agreement.

The calculations below of the applicable day shift premium, morning/afternoon shift premium or night shift premium, include the Saturday and Sunday premiums.

#### Day Shift

In addition to the hourly rate for the hours worked 323.75, the loadings are paid as an average, and are calculated as follows. This is 21.4% above the ordinary hourly rate, known as the Day shift premium.

$$\frac{\text{Hour Worked} + (\text{Saturday \& Sunday Loadings})}{\text{Hours Worked } 323.75} = \frac{323.75 + 69.40}{323.75} = 393.15$$

The total number of loadings are then divided by the hours worked.

$$\frac{393.15}{323.75} = 1.214$$

The applicable shift premium is in substitution for, and not cumulative upon, any other shift premium and/or penalty rate for ordinary hours provided for in this Appendix and the Agreement.

#### **Morning/afternoon (Early start) shift**

In addition to the hourly rate for the hours worked 323.75, the loadings are paid as an average, and are calculated as follows. This is 32.1% above the ordinary hourly rate, known as the morning/afternoon shift premium.

$$\frac{\text{Hour Worked} + (\text{Saturday \& Sunday Loadings})}{\text{Hours Worked } 323.75} = \frac{323.75 + 104.10 = 427.85}{323.75}$$

The total number of loadings are then divided by the hours worked.

$$\frac{427.85}{323.75} = 1.321$$

The applicable shift premium is in substitution for, and not cumulative upon, any other shift premium and/or penalty rate for ordinary hours provided for in this Appendix and the Agreement.

#### **Night Shift**

In addition to the hourly rate for the hours worked 323.75, the loadings are paid as an average, and are calculated as follows. This is 37.20% above the ordinary hourly rate, known as the Night Shift Premium.

$$\frac{\text{Hour Worked} + (\text{Saturday, Sunday \& Shift Loadings})}{\text{Hours Worked}} = \frac{323.75 + 120.5 = 444.30}{323.75}$$

The total number of loadings are then divided by the hours worked.

$$\frac{444.30}{323.75} = 1.372$$

The applicable shift premium is in substitution for, and not cumulative upon, any other shift premium and/or penalty rate for ordinary hours provided for in this Appendix and the Agreement.

### **7.2 Application of Shift Premium**

The Day shift premium of 21.4% or the Morning/afternoon shift premium of 32.1% or the Night shift premium of 37.2%, as applicable, will be paid during the roster period for.

- All Ordinary Hours worked
- ACC Hours taken
- Personal Leave Taken

The relevant shift premium is inclusive of all penalty rates/shift premiums for ordinary hours.

### **7.3 Annual Leave Payment**

Annual leave earned whilst working this roster will accrue a leave loading as per Clause 33.9 of this Agreement at 22.5%. The purpose of the annual leave loading is to compensate the employee for the loss of access to working overtime during the period of annual leave.

### **7.4 Accrued Hours**

- (a) 19.75 accrued hours are earned per 8 week cycle therefore each employee working this roster will earn 128.38 accrued hours, or 13.88 days every 52 weeks worked.

- (b) Each full time employee can accrue up to fifteen (15) rostered days off (**RDOs**) for each 12 months of continuous service with the Company from the commencement of this Agreement. Part time and seasonal employees will accrue RDOs on a pro-rata basis.
- (c) In the event that a full time employee's hours of work do not allow them to accrue up to fifteen (15) RDOs per 12 months of continuous service, the Company will top up their RDO balance to ensure they have received fifteen (15) RDOs in that 12 month period. The Company will top up the RDOs received by part time and seasonal employees on a pro rata basis. With the exception of seasonal employees (addressed below), this top up of RDOs will occur in the next available pay period from 1 June each year.
- (d) For the avoidance of doubt, an employee will not accrue an RDO on unpaid or unauthorised leave. In such cases the RDO balance will be deducted by a pro-rata amount for the time spent on unpaid or unauthorised leave.
- (e) RDOs are to be taken by mutual agreement between the employee and the Company.
- (f) RDOs shall be paid at the ordinary rate of pay (which is inclusive of applicable shift penalties and farm collection allowance) equal to the number of ordinary hours that would otherwise be worked on that day.
- (g) Fixed term (Seasonal) employees can accrue a pro rata amount of RDOs during their contracted months of employment. From the commencement of this Agreement, upon the conclusion of their contract of employment with the Company, the Company will pay to that seasonal employee a pro-rata top up of their RDOs per paragraph (c) of this clause.
- (h) This pro-rata top up amount will be based on the difference between the number of RDO's the employee has accrued and the fifteen (15) RDOs that can be accrued each year, pro-rated to their hours of work.
- (i) This pro-rata top up of RDOs will be paid to seasonal employees at the conclusion of their contract with the Company.
- (j) These provisions should be read in conjunction with clause 28.3-28.10 of this Agreement, to the extent of any inconsistency wherein the terms of this clause shall apply.

#### **7.5 Overtime and Public Holidays**

Overtime, public holidays are considered an exception to pay averaging under this roster and will be paid in the week they are earned.

These hours are paid as the base rate of hourly pay for ordinary hours, plus the appropriate penalty rates for overtime or public holidays.

#### **8. Overtime & Meal Allowance**

Where overtime is worked it will be paid as per the table below, with the Meal Allowance payable after the tenth hour worked.

<b>1 – 9¼ Hours Ordinary (Monday to Friday)</b>									<b>9¼ – 11 Hours x 1.5</b>			<b>11+Hour x 2</b>
1	2	3	4	5	6	7	8	9¼	9¼+	10	11	12

<b>1 – 9¼ Hours Ordinary (Saturday)</b>									<b>9¼ – 11 Hours x 2.0</b>			<b>11+Hour x 2.5</b>
1	2	3	4	5	6	7	8	9¼	9¼+	10	11	12

<b>1 – 9¼ Hours Ordinary (Sunday)</b>									<b>9¼ + Hours x 3.0</b>		
1	2	3	4	5	6	7	8	9¼	9¼+	10	11

**9. Inter-Regional Work**

The Company agrees when work and equipment are available a system of drivers self-nominating to be called for intra-regional work. A roster will be established and maintained through each region’s consultative committee. The Company does not guarantee this work. Additional shifts will also include unplanned leave for farm milk collection.

**10. Example of Averaging 9 Hour Day**

Below is an example of how payment would be calculated for a 5&3 on a 9 hour day. This excludes any hours worked beyond the 9 hours.

Day Shift Premium	21.4%
Morning/afternoon Shift premium	32.1%
Night Shift Premium	37.2%
Day Shift Premium	\$45.36779
Morning/afternoon Shift premium	\$49.36643
Night Shift Premium	\$51.27233

Week	SUN	MON	TUE	WED	THUR	FRI	SAT	Hrs Worked	Hrs Paid	Acc hours
1	9	9	9	9	9	OFF	OFF	45.00	41.33	3.67
2	OFF	9	9	9	9	9	OFF	45.00	41.33	3.67
3	OFF	OFF	9	9	9	9	9	45.00	41.33	3.67
4	OFF	OFF	OFF	9	9	9	9	36.00	36.00	0.00
5	9	OFF	OFF	OFF	9	9	9	36.00	36.00	0.00
6	9	9	OFF	OFF	OFF	9	9	36.00	36.00	0.00
7	9	9	9	OFF	OFF	OFF	9	36.00	36.00	0.00
8	9	9	9	9	OFF	OFF	OFF	36.00	36.00	0.00
<b>Totals</b>								315	304	11

**Day shift payment**

Wk	Day shift hours	Day shift rate	Weekly rate
1	41.33	45.36779	1,875.05
2	41.33	45.36779	1,875.05
3	41.33	45.36779	1,875.05
4	36.00	45.36779	1,633.24
5	36.00	45.36779	1,633.24
6	36.00	45.36779	1,633.24
7	36.00	45.36779	1,633.24
8	36.00	45.36779	1,633.24

**Morning/afternoon shift payment**

Wk	Day shift hours	Day shift rate	Weekly rate
1	41.33	49.36643	2,040.31
2	41.33	49.36643	2,040.31
3	41.33	49.36643	2,040.31
4	36.00	49.36643	1,777.19
5	36.00	49.36643	1,777.19
6	36.00	49.36643	1,777.19
7	36.00	49.36643	1,777.19
8	36.00	49.36643	1,777.19

**Night shift payment**

Wk	Day shift hours	Night shift rate	Weekly rate
1	41.33	51.27233	2,119.08
2	41.33	51.27233	2,119.08
3	41.33	51.27233	2,119.08
4	36.00	51.27233	1,845.80
5	36.00	51.27233	1,845.80
6	36.00	51.27233	1,845.80
7	36.00	51.27233	1,845.80
8	36.00	51.27233	1,845.80

**11. Example of Averaging 9.25 Hour Day**

Below is an example of how payment would be calculated for a 5&3 on a 9.25 hour day, based on an hourly rate of pay of \$36.13050.

This excludes any hours worked beyond the 9.25 hours.

Day Shift Premium	21.4%
Morning/afternoon Shift premium	32.1%
Night Shift Premium	37.2%
Day Shift Premium	\$45.36779
Morning/afternoon Shift premium	\$49.36643
Night Shift Premium	\$51.27233

Week	SUN	MON	TUE	WED	THUR	FRI	SAT	Hrs Worked	Hrs Paid	Acc hours
1	9.25	9.25	9.25	9.25	9.25	OFF	OFF	46.25	39.67	6.58
2	OFF	9.25	9.25	9.25	9.25	9.25	OFF	46.25	39.67	6.58
3	OFF	OFF	9.25	9.25	9.25	9.25	9.25	46.25	39.67	6.58
4	OFF	OFF	OFF	9.25	9.25	9.25	9.25	37.00	37.00	0.00
5	9.25	OFF	OFF	OFF	9.25	9.25	9.25	37.00	37.00	0.00
6	9.25	9.25	OFF	OFF	OFF	9.25	9.25	37.00	37.00	0.00
7	9.25	9.25	9.25	OFF	OFF	OFF	9.25	37.00	37.00	0.00
8	9.25	9.25	9.25	9.25	OFF	OFF	OFF	37.00	37.00	0.00
<b>Totals</b>								323.75	304	19.74

**Day shift payment**

Wk	Day shift hours	Day shift rate	Weekly rate
1	39.67	45.36779	1,799.74
2	39.67	45.36779	1,799.74
3	39.67	45.36779	1,799.94
4	37.00	45.36779	1,678.60
5	37.00	45.36779	1,678.60
6	37.00	45.36779	1,678.60
7	37.00	45.36779	1,678.60
8	37.00	45.36779	1,678.60

**Morning/afternoon shift payment**

Wk	Day shift hours	Day shift rate	Weekly rate
1	39.67	49.36643	1,958.36
2	39.67	49.36643	1,958.36
3	39.67	49.36643	1,958.36
4	37.00	49.36643	1,826.55
5	37.00	49.36643	1,826.55
6	37.00	49.36643	1,826.55
7	37.00	49.36643	1,826.55
8	37.00	49.36643	1,826.55

**Night shift payment**

Wk	Day shift hours	Night shift rate	Weekly rate
1	39.67	51.27233	2,033.97
2	39.67	51.27233	2,033.97
3	39.67	51.27233	2,033.97
4	37.00	51.27233	1,897.07
5	37.00	51.27233	1,897.07
6	37.00	51.27233	1,897.07
7	37.00	51.27233	1,897.07
8	37.00	51.27233	1,897.07