

**SAPUTO DAIRY AUSTRALIA PTY
LTD
(VICTORIAN SITES)
&
UNITED WORKERS UNION
ENTERPRISE AGREEMENT
2023**



PART 1 - APPLICATION AND OPERATION OF AGREEMENT

1. TITLE

This Agreement will be known as the Saputo Dairy Australia Pty Ltd (Victorian Sites) & United Workers Union Enterprise Agreement 2023.

2. ARRANGEMENT

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3. PARTIES BOUND AND COVERED

This Agreement will bind or cover:

- (a) Saputo Dairy Australia Pty Ltd, (“**the Company**”) in respect of the employees specified in clause 3(c) of this Agreement, at its Victorian operations.
- (b) The United Workers Union (“**the Union**”).
- (c) All employees whether members of the Union or not, engaged in any of the occupations, industries or callings specified in Clause 4(c) and engaged to work in the classifications set out in Schedule C, provided that this Agreement does not apply to employees engaged in managerial and "staff" positions on staff terms and conditions (“**the Employees**”).

4. INCIDENCE

- (a) This Agreement will apply to the State of Victoria with the exclusion of the Laverton DDBC.
- (b) The Company’s operations are currently located at:

- (i) Cobram Site and Nutritionals: 90 Broadway Street, Cobram
 - (ii) Kiewa: 10 Kiewa East Road, Tangambalanga
 - (iii) Integrated Logistics Centre: 85 William Angliss Drive, Laverton
 - (iv) Leongatha: 18 Yarragon Road, Leongatha
 - (v) Maffra: Bundalaguah Road, Maffra
- (c) The occupations, industries and callings covered by this Agreement are:
- (i) Manufacturing or preparing for trade or sale butter, casein, cheese, cream, evaporated milk, dried milk, yoghurt, sterilised milk, milk sugar or any other milk product.
 - (ii) Preparing milk or cream for trade or sale by retail.
 - (iii) The trade of freezing or refrigerating goods for the purpose of trade or sale, including the packing of such goods.
 - (iv) The treatment of bulk milk for wholesale distribution.

(d) **Objectives**

The aim of this Agreement is to provide a comprehensive agreement and so achieve the creation of an industrial environment, which is based on common survival goals and growth objectivity of the business and its employees, through:

- (i) maintenance of consultative mechanisms and participation processes that encourage all employees to achieve real continuous improvements of productivity;
- (ii) improvement of all productivity issues, such as but not exclusive to quality, work organisation, waste reduction, so as to ensure full utilisation of the existing and future plant and equipment and to maximise career path opportunities; and
- (iii) redefining and reorganising the way in which work is performed, breaking down functional barriers and incorporating quality as an integral component of the work itself.

(e) **Preamble**

- (i) The parties to this Agreement have identified initiatives essential to the viable operation of the Company. Those initiatives represent agreed changes necessary to improve the productivity of the Company and provide enhanced career opportunities and security for employees.
- (ii) The parties are committed to effective consultation. Consultation will provide employees and management with the opportunity to participate fully in discussion on matters, which impact on their working lives.

- (iii) The parties agree that effective consultation is dependent upon information sharing and commitment from both sides.
- (iv) It is agreed that both parties support training, multi-skilling, the introduction of new technology and operational change.
- (v) It is therefore agreed by all that the established Joint Consultative Committee is the most appropriate method whereby the above principles can be practised and upheld.

(f) **Agreement not to be used a precedent**

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

(g) **No extra claims**

It is a term of this Agreement that neither party will pursue any extra claims during the nominal life of this Agreement.

(h) **Individual Contracts**

The Company will not employ persons covered by this Agreement under the terms of any form of individual statutory contract. The Company retains the right to promote from within to staff positions under terms agreed to between an individual and the Company.

(i) **Supersession of Awards and previous Agreements**

This Agreement operates to the exclusion of all Awards and wholly supersedes all previous industrial agreements applying to the operations specified in clause 4(a).

(j) **National Training Wage**

Notwithstanding clause (h), the Company will apply Schedule E - National Training Wage of the *Food, Beverage and Tobacco Manufacturing Award 2020*.

(k) **Relationship with National Employment Standards**

This Agreement will be read and interpreted in conjunction with the National Employment Standards ("**NES**"). Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

5. DATE OF OPERATION

This Agreement will commence seven (7) days after approval from the Fair Work Commission, with a nominal expiry date of 30 June 2026.

6. ANTI-DISCRIMINATION

- (a) It is the intention of the parties to this Agreement to help prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family

responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

- (b) Accordingly, in fulfilling their obligations under the disputes avoidance and settling clause, the parties must make every endeavour to ensure that neither this Agreement's provisions nor their operation are directly or indirectly discriminatory in their effects.

7. DEFINITIONS

"Employee Representative" includes a recognised Union Delegate, or an Official of the Union.

"Day Worker" means an employee whose ordinary hours are worked Monday to Friday between the hours of 5.00a.m. and 6.00p.m.

"Leading Hand" means an employee appointed as a Leading Hand by the Company, who while working under the direction of management gives instruction to/or is responsible for work done by other employees.

"Shift Worker" means an employee, other than a day worker, whose ordinary hours are worked on any five days of the week.

"Continuous Shift Work" for the purposes of the NES means work carried on with consecutive shifts of employees throughout the 24 hours of each day, Monday to Sunday inclusive, without interruption, except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the Company.

"Accumulated hours" means that period of time accumulated by virtue of the application of the options contained in clause 28(e) of this Agreement.

"Immediate family" includes:

- (a) a spouse (including a former spouse, de facto partner and a former de facto partner), child, parent, grandparent, grandchild or sibling of an employee; or,
- (b) a child, parent, grandparent, grandchild or sibling of a spouse (including a former spouse, a de facto partner and a former de facto partner) of an employee.

PART 2 – ENTERPRISE EFFICIENCY, INTRODUCTION OF CHANGE & DISPUTES PROCEDURE

8. CONSULTATION & MEASURES TO IMPROVE EFFICIENCY OF THE ENTERPRISE

8.1. Consultation

- (a) It is agreed between the parties that all employees, at all levels and sites, will continue to cooperate through the established Joint Consultative Committee (JCC) forum to pursue efficiency and productivity improvements

for the betterment of the Company, its employees and its farmers. It is agreed that the JCC will continue to be developed and utilised.

- (b) It is agreed between the parties that the need to provide safe working conditions and wellbeing of all employees is the key to overall success. It is agreed that the occupational health and safety (**OH&S**) committees will continue to be developed and utilised in this process.
- (c) OH&S representatives and employees from the relevant work area will be consulted by the rehabilitation provider at the time a return to work plan is being designed.
- (d) Prior to October of each year, the Company will consult within the JCC, in addition to the site OHS committee, about how to mitigate against the issues that arise when employees work in hot conditions over the summer months. A similar process will occur in the JCC in relation to the working conditions in cold conditions in the winter months. Where a matter is unable to resolved to the satisfaction of a quorum of members of a site OH&S Committee, it may be referred to the site JCC for consultation in accordance with this Agreement.

8.2. Performance Improvement

Performance indicators will be developed by the JCC taking into account international best practices. These are to include, but not be limited to, work quality, wastage, reliability, cost effectiveness, output, occupational health and safety, environment measures, correct tool usage, costs and coordination of activities as to minimise time on particular tasks or jobs. Performance targets and indicators will be set against agreed benchmarks.

8.3. Labour Flexibility

- (a) Production personnel are committed to fully utilise their skills, competencies and training.
- (b) Competency, safety legislative requirements and training consistent with Company policy will determine the training structure, how work is allocated and carried out. The introduction of labour flexibility will not be designed to promote de-skilling.
- (c) Full consultation will take place at the site level.
- (d) Production personnel may take instruction from other site personnel, consistent with agreements reached through consultative committee process, and likewise may give training and instruction, consistent with the properly constituted consultative forum.
- (e) Any technical related issue that may arise will be resolved jointly with other employees, site management or through the consultative process mechanism set down on a site by site basis.

8.4. Restrictive Work Practices

The parties to this Agreement will continue to monitor all restrictive work practices that may occur at each site and discuss ways to remove them through the properly constituted Site Joint Consultative Committee forums at each site.

8.5. Approved Quality Assurance

- (a) The Company's quality assurance management system British Retail Consortium (BRC Certification) will form part of the workplace procedures.
- (b) The parties to this Agreement will take all necessary steps to ensure all personnel are fully aware of the quality requirements for each particular product that they are involved with, and to take maximum care to produce products to the desired standard British Retail Consortium (BRC Certification).
- (c) The parties also agree that to conform with the Company's standards all routine production testing is to be performed without fail.

8.6. Production / Raw Material / Service Wastage

- (a) The parties to this Agreement will continue to support and further develop waste minimisation programs through consultation and diligent work procedures.
- (b) They further agree to monitor, evaluate and continually assess that services (i.e: water, steam, compressed air, refrigeration etc), are used effectively and efficiently.
- (c) To this end employees covered by this Agreement agree to work closely with other personnel at each site to ensure that the Company's quality standards and waste minimisation programs are enhanced.

8.7. Productivity/Safe Work Practices

- (a) The parties to this Agreement will continue to support and encourage the Site Safety Committees to effectively reduce the incidence of accidents and work with the Joint Consultative Committees to enhance the quality of life, wellbeing and job satisfaction of all employees.
- (b) They further agree through consultation to be aware and enthusiastic about equipment modification and work practices changes which will enhance productivity.

8.8. Demarcation

The parties to this Agreement agree to continue to evaluate and, monitor the incidence of demarcation that may hinder productivity and bring such items to the attention of the Joint Consultative Committees.

8.9. Individual flexibility arrangements

- (a) The Company and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
 - (i) the Agreement deals with arrangements about when work is performed.

- (ii) the arrangement meets the genuine needs of the Company and employee in relation to one (1) or more of the matters mentioned in paragraph (i); and
 - (iii) the arrangement is genuinely agreed to by the Company and employee.
- (b) The Company must ensure that the terms of the individual flexibility arrangement:
 - (i) are about permitted matters under section 172 of the Fair Work Act 2009; and
 - (ii) are not unlawful terms under section 194 of the Fair Work Act 2009; and,
 - (iii) result in the employee being better off overall than the employee would be if no arrangement was made.
- (c) The Company must ensure that the individual flexibility arrangement:
 - (i) is in writing; and
 - (ii) includes the name of the Company and employee; and
 - (iii) 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
 - (iv) includes details of:
 - (A) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (B) how the arrangement will vary the effect of the terms; and
 - (C) how the employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
 - (v) states the day on which the arrangement commences.
- (d) The Company must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (e) The Company or employee may terminate the individual flexibility arrangement:
 - (i) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (ii) if the Company and employee agree, in writing, at any time.

9. MENTAL HEALTH

- (a) As part of the Company's commitment to supporting the health and wellbeing of the workforce, for the roll out of mental health training, the

Company will provide employees with access to the training that is occurring at their site. This training will also be offered to employees who may wish to participate based on appropriate coverage for the Designated Working Group (DWG).

- (b) To facilitate access to mental health support, the Company will;
 - (i) Publish a list of all employees who have participated in such training at each site.
 - (ii) Provide site access to an approved organization or group to hold discussions with employees relating to mental health at least once per year.
 - (iii) Hold discussions with employees, delegates and the Union prior to the organization or group attending site.

10. SUSTAINABILITY

- (a) The Company's goal is to safeguard the environment while continuing to grow as a world-class dairy processor and provide sustainable jobs into the future.
- (b) The relevant Company managers responsible for sustainability and environment will, where invited, attend a yearly site JCC in order to provide an update to attendees on the Company's environmental and sustainability programs of work.

11. INTRODUCTION OF CHANGE

For the purposes of this clause notification of the Union will be achieved by notifying the Union delegates and the site organiser.

11.1. This term applies if the Company:

- (a) Has made a definite decision to introduce 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

11.2. For a major change referred to in paragraph 11.1(a):

- (a) The Company must notify the relevant employees and the Union of the decision to introduce the major change; and
- (b) Sub-clauses 11.3 to 11.9 apply.

11.3. The relevant employees may appoint a representative for the purposes of the procedures in this term.

- 11.4.** If:
- (a) A relevant employee 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.
- 11.5.** As soon as practicable after making its decision, the Company must:
- (a) discuss with the relevant employees and the Union:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the Company is taking to avert or mitigate the adverse effects of the change on the employees; and
 - (b) for the purposes of the discussion, provide, in writing, to the relevant employees and the Union;
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.
- 11.6.** However, the Company is not required to disclose confidential or commercially sensitive information to the relevant employees or the Union.
- 11.7.** The Company must give prompt and genuine consideration to matters raised about the major change by the relevant employees or the Union.
- 11.8.** 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 11.2(a) and subclauses 11.3 to 11.5 are taken not to apply.
- 11.9.** 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 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 rosters or ordinary hours of work

11.10. For a change referred to in paragraph 11.1(b):

- (a) the Company must notify the relevant employees and the Union of the proposed change; and
- (b) sub-clauses 11.11 to 11.15 apply.

11.11. The relevant employees may appoint a representative for the purposes of the procedures in this term.

11.12. If:

- (a) a relevant employee 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.

11.13. As soon as practicable after proposing to introduce the change, the Company must;

- (a) discuss with the relevant employees and the Union the introduction of the change; and
- (b) for the purposes of the discussion, provide to the relevant employees and the Union:
 - (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).

11.14. However, the Company is not required to disclose confidential or commercially sensitive information to the relevant employees or the Union.

11.15. The Company must give prompt and genuine consideration to matters raised about the change by the relevant employees or the Union.

11.16. In this term: relevant employees means the employees who may be affected by a change referred to in subclause 11.1.

12. INTRODUCTION OF NEW ROSTER PATTERNS

- (a) The proposed roster to be included as an agenda item for the Joint Consultative Committee (JCC) meeting, (note: the proposal may originate from a weekly or monthly paid Employee).
- (b) The proposal will be consulted at the JCC in accordance with 'Introduction of Change' clause 11 in this Agreement, including the extent to which it satisfies the needs of the Company and a majority of affected employees.
- (c) The roster once introduced can be reviewed by the JCC as required by the parties at site.
- (d) Any grievances or disputes that may arise should follow the dispute settling procedure at clause 13 of this Agreement.

12.1. Shift Roster Information

Upon request by an Employee, the Company will provide the Employee with copies of the shift rosters that apply in their location, including copies of any proposed shift rosters relevant at the time.

13. DISPUTES PROCEDURE

- (a) All sites depend on milk supplied for their ongoing viability and success. Similarly, milk suppliers depend on the Company and its employees for reliable and timely service. Due to the perishable nature of raw materials and product, it is essential that all sites maintain continuity of operations.
- (b) The parties to this Agreement will, therefore, observe the following procedure for the avoidance of industrial disputes.
- (c) The objective of the procedure is to promote the resolution of grievances and disputes by measures based on consultation, cooperation, communication, and common sense; to reduce industrial confrontation; and to avoid interruption to the performance of work and consequential loss of wages and production.
 - (i) In the first instance, the matter in dispute should be discussed at the workplace between the employee(s) concerned and the relevant Line Manager.
 - (ii) If the matter in dispute remains unresolved, the matter will be discussed at the workplace between the employee(s) concerned, the Union delegate and the relevant Line Manager.
 - (iii) If the matter in dispute remains unresolved, the matter will be discussed between more senior levels of management at that site, the employee(s) and the Union Organiser.
 - (iv) If the matter in dispute remains unresolved, the matter will be discussed between Regional Operations Managers or nominated senior manager and an appropriate senior official of the Union. The

provisions of this sub-clause should occur within three (3) weeks. If discussions do not occur within three (3) weeks or the matter remains unresolved for three (3) weeks the dispute will move to the next stage of this procedure unless there is agreement to extend this period.

- (v) If the matter in dispute remains unresolved, the Company, the employee(s) or the Union may refer the dispute to the Fair Work Commission to deal with, using any of its powers including conciliation, and, if necessary, arbitration.
- (d) The Company, the employee(s) and the Union agree to abide by any decisions or orders made by the Fair Work Commission, subject to exercising any right of appeal.
- (e) Until the matter in dispute is determined, the status quo will prevail. The status quo is what was in place prior to the matter being in dispute.
- (f) A nominated employee representative may be involved in any of the above steps.
- (g) In this clause, a matter in dispute can include the operation of this Agreement or the NES (including subsections 65(5) and 76(4) of the *Fair Work Act*).

14. DISCIPLINE PROCEDURE

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

PART 3 – EMPLOYMENT RELATIONSHIP

15. TERMS OF ENGAGEMENT

- (a) Each employee will be employed on a three (3) month trial period during which employment can be terminated at one (1) week's notice (unless circumstances justifying summary dismissal). On successful completion of the trial period, employment will be by the week except in the case of a person notified and engaged as a Casual employee.
- (b) An employee to become entitled to payment under this Agreement will be ready, willing and available for work at the times and during the hours for which they are rostered.
- (c) Notwithstanding anything elsewhere contained in this Agreement, the Company will have the right to stand down an employee for any day or part of any day during which the employee cannot be usefully employed because of any strike or through any breakdown in machinery or any stoppage of work by any cause for which the Company cannot reasonably be held responsible.
- (d) It is the intention of the Company that permanent vacancies in ongoing permanent roles be filled on a permanent basis. Short term engagements may be entered into to support immediate business operations. However, any temporary, seasonal or casual workers will be paid on the terms set out in this Agreement and such employees will not exceed 20% of the total workforce, except where the employee is covering a full-time employee. The names of temporary, seasonal, or casual workers engaged and the role they are backfilling, will be provided to the Union at the JCC or as otherwise agreed.

15.1. Temporary or seasonal employees

Temporary or seasonal employees are those that are engaged for a specified period of time (and told as such) and are paid as if weekly employees. Once the specified time has elapsed then services are terminated and respective termination payments made. Where continuous employment of a temporary employee extends beyond 12 months, that employee may be converted to full-time except in extenuating circumstances in which case full consultation with delegates and Union officials will occur. Where a temporary employee is converted to full time, their start date will be considered to be from the start of their most recent temporary engagement. If a temporary employee is not converted to permanent, then they will be offered employment as a direct casual.

15.2. Part time employees

- (a) A part time employee is an employee who is ready willing and available to work a specified number of hours, less than 38 hours per week, but not less than three (3) hours on any one day, and will be employed under the conditions prescribed by this Agreement for weekly employees. A part time employee will be paid at the rate of one thirty-eighth of the appropriate weekly rate prescribed within this Agreement for all ordinary hours of work and will be paid the appropriate overtime rate for all hours in excess of the ordinary hours of work.

- (b) The appropriate shift allowance and penalty rates will be paid to those part time employees engaged on a shift work principle.
- (c) Annual leave and long service leave payments will be pro-rated to the ordinary hours of work within the specified leave period.
- (d) Before commencing part-time employment, the employee and the Company must agree in writing:
 - (i) on the hours to be worked by the employee, the days on which they will be worked and the commencing and finishing times for the work; and
 - (ii) on the classification applying to the work to be performed.
- (e) The terms of the agreement in clause 15.3(d) may be varied by consent in writing.
- (f) The agreement under clause 15.3(d) or any variation to it under clause 15.3(e) must be retained by the Company and a copy of the agreement and any variation to it must be provided to the employee by the Company.

15.3. Direct and indirect casual workers

- (a) The Company agrees that work that is performed by persons who are not directly employed by the Company and that would otherwise be covered by this Agreement will only be accepted by the Company if those persons who perform the work receive the same rates of pay and conditions as workers covered by the Agreement.
 - (i) To facilitate job security, it is the intent wherever practicable that direct casuals will be offered any available shifts before they are offered to indirect casuals.
- (b) A Casual employee is one engaged and paid as such and is engaged to augment production staff levels for specific purposes. A Casual employee working ordinary time will be paid an hourly rate of one thirty-eighth of the weekly agreement rate prescribed within this Agreement plus a casual loading of 25%. In addition, a casual employee working ordinary hours will be paid one twelfth of ordinary pay in lieu of Annual Leave, Personal Leave and Public Holidays.
- (c) If a Casual employee commences duty or is required to attend for duty any one (1) day or night and actually attends for duty for the period required will be paid at the appropriate rate provided in this subclause for a minimum of four (4) hours and in the case of an employee employed on shift work, the further addition of the allowance prescribed in clause 29 hereof.
- (d) A Casual worker, whether directly or indirectly engaged who:
 - (i) has worked for the Company on a regular and/or systematic basis, the equivalent of "full time" hours, for a period of at least six (6) months will be given the option to convert to full-time employment at the end of that period, provided there is an ongoing need for that work to be performed on a regular and/or systematic basis; or

- (ii) has worked for the Company on a regular and/or systematic basis, for less than 38 hours per week for a period of at least six (6) months will be given the option to convert to part-time employment at the end of that period, provided there is an ongoing need for that work to be performed on a regular and/or systematic basis.
 - (iii) rejects the offer of permanent employment, may reapply 12 months from the date the last offer of permanent employment was made.
- (e) The terms in clause 15.4 apply unless other arrangements are agreed to between the Company and the employee.
 - (f) Any period of full-time or part-time hours worked by a Casual employee for the purpose of covering a skills shortage at the site (for example, due to coverage of an employee taking a period of long-term leave of absence) will not be counted as service for the purpose of clause 15.4 if that employee returns to their position.
 - (g) An indirect casual worker who works irregular hours (i.e. one who has been engaged to perform work on an occasional or irregular basis) will be offered employment as a direct casual after six (6) months engagement.
 - (h) For the sake of clarity, rostered day/s off, public holidays and site/departmental closures will not break a Casual employees' service.
 - (i) For the avoidance of doubt, this does not affect the unfair dismissal jurisdiction under the *Fair Work Act 2009*.
 - (j) This subclause will not apply to the persons who are not directly employed by the Company performing work at the Integrated Logistics Centre, Laverton for the filling and loading of containers.
 - (k) The Company will consult with the employees and the Union prior to engaging a new labour hire provider.

15.4. Review of employment opportunities

Site management and site Union delegates agree to regularly review and monitor employment opportunities for casual and seasonal workers.

The Company will provide delegates and the Union data to facilitate these discussions including but not limited to bi-monthly data detailing the date of commencement and hours by direct and indirect casuals and temporary or seasonal workers. The Company will also provide a summary of the overtime hours worked by all employees by department.

16. TERMINATION OF EMPLOYMENT

16.1. Notice of termination by the Company

- (a) In order to terminate the employment of an employee the Company will give to the employee the following notice:

Period of continuous service	Period of notice
Less than 1 year	1 week

1 year but less than 3 years	2 weeks
3 years but less than 5 years	3 weeks
5 years and over	4 weeks

- (b) In addition to the notice in subclause 16.1(a) hereof, employees over 45 years of age at the time of the giving of the notice with not less than two (2) years continuous service, will be entitled to an additional weeks' notice.
- (c) Payment in lieu of the notice prescribed in subclause 16.1(a) and/or 16.1(b) hereof will be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (d) In calculating any payment in lieu of notice the wages to be used will be those an employee would have received in respect of the ordinary time they would have worked during the period of notice had their employment not been terminated.
- (e) The period of notice in this clause will not apply in the case of dismissal for serious misconduct or in the case of casual employees or employees engaged for a specific period of time or for a specific task or tasks.
- (f) For the purposes of this clause, continuity of service will be calculated in the manner prescribed by clause 46.4 of this Agreement.

16.2. Notice of termination by employee

- (a) The notice of termination required to be given by an employee will be the same as that required of the Company save and except that there will be no additional notice based on the age of the employee concerned.
- (b) Subject to financial obligations imposed on the Company by any Act, if an employee who is at least 18 years old fails to give notice, the Company has the right to withhold an amount that is no more than one week's wages for the employee.
 - (i) Clause 16.2(b) will not operate unless there is specific consent from the employee to the deduction.

16.3. Time off work during the notice period

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

16.4. Statement of employment

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

16.5. Instant dismissal

Notwithstanding the provisions of subclause 16(a) hereof, the Company shall have the right to dismiss any employee without notice for conduct that justifies instant dismissal, including malingering, inefficiency, neglect of duty or serious misconduct and in such cases the wages will be paid up to the time of dismissal.

17. REDUNDANCY

17.1. Discussions before termination

- (a) Where the Company has made a definite decision that the Company no longer wishes the job the employee has been doing to be 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 will hold discussions with the employee directly affected and with their Union.
- (b) The discussions will take place as soon as is practicable after the Company has made a definite decision and will 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 employee concerned.
- (c) For the purposes of the discussion the Company will, as soon as practicable, provide in writing to the employee concerned and their Union, 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 will not be required to disclose confidential information the disclosure of which would be inimical to the Company's interests.
- (d) The Company will endeavour to place surplus employees into permanent positions on the site consistent with the individual employee's competencies and career preferences. Where an employee transfers to a new position at a lower classification under this Agreement, the employee will continue to receive pay at the higher classification provided that the employee will be ready willing and able to fully utilise any and all such skills of the higher classification as required by their manager from time to time.
- (e) If it is not possible to place employees in permanent positions, the Company will, in the first instance, invite employees in the relevant affected areas to register their expression of interest in voluntary redundancy. The Company will consider all expressions of interest for voluntary redundancy. The Company retains the right to determine whether particular volunteers will be accepted or whether involuntary redundancies will be made having regard for business requirements.
- (f) Where notice of redundancy is given, the notice period will be six (6) weeks.

17.2. An employee whose employment is terminated for redundancy will be entitled to the following amount of severance pay:

- (a) \$4,000.00 retention payment will be paid provided the employee terminates at a date agreed with the Company.
- (b) Four (4) weeks' pay, at current classification, for each completed year of service with pro-rata payment for incomplete years of service and all accrued entitlements, including all unused accumulated hours, annual leave, annual leave loading, and long service leave, long service leave loading, and where applicable the leading hand rate. The above package will be subject to a 10% age loading for employees over 45 years of age.
 - (i) For the purpose of this clause, long service leave loading will be the greater of either when the decision is made that the Company no longer wishes the job the employee has been doing to be done by anyone, or the loading at the date of the employee's termination.
- (c) For employees who were employed by the Company at the time the 2014 Agreement was approved by the Fair Work Commission (23 March 2015), the entitlement in 12.2(b) is capped at 124 weeks' pay.
- (d) For employees who are employed by the Company after the time the 2014 Agreement was approved by the Fair Work Commission (23 March 2015), the entitlement at 12.2(b) is capped at 100 weeks' pay.
- (e) Upon termination of employment by reason of redundancy, the Company agrees to pay the accumulated personal leave balance in the following manner:

0 - 5 years' service	Nil
5-10 years' service	30%
10 or more years' service	80% up to a max of 800 hours
- (f) The aforesaid severance payments are payable at current classification rates which means the Agreement rate of pay plus any over Agreement component that is applicable to an individual at termination date.

17.3. Employees leaving during notice period

An employee whose employment is terminated for reasons set out in clause 17 hereof may terminate their employment during the period of notice and, if so, will be entitled to the same benefits and payments under this clause had they remained with the Company until the expiry of such notice (other than the retention payment in clause 17.2(a)). Provided that in such circumstances the employee will not be entitled to payment in lieu of notice.

17.4. Alternative employment

The Company, in a particular redundancy case, may make application to the Fair Work Commission to have the general severance pay prescription varied if the Company obtains acceptable alternative employment for an employee. In the event of a dispute as to whether employment obtained by the Company is acceptable alternative employment, this issue will be referred to the Fair Work Commission pursuant to subclause **Error! Unknown switch argument..**

17.5. Time off during notice period

- (a) During the period of notice of termination given by the Company an employee will be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) 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 will, at the request of the Company, be required to produce proof of attendance at an interview or they will not receive payment for the time absent. For this purpose, a statutory declaration will be sufficient.

17.6. Notice to Centrelink (or its successor)

Where a decision has been made to terminate the employment of an employee in the circumstances outlined in clause 17 hereof, the Company will notify Centrelink (or its successor) thereof as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

17.7. Transmission of business

- (a) Where the business is before, on or after the date of this Agreement, transmitted from the Company (in this subclause called "the transmitter") to another company (in this subclause called "the transferee") and an employee who at the time of such transmission was an employee of the transmitter in that business becomes an employee of the transferee:
 - (i) the continuity of the employment of the employee will be deemed not to have been broken by reasons of such transmission; and
 - (ii) the period of employment which the employee has had with the transmitter or any prior transmitter will be deemed to be service of the employee with the transferee.
- (b) In this subclause "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.

17.8. Cost neutral swaps between sites

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

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

- (a) Parity of skill – the transferring employee must be able to perform any new role with minimal training.

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

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

17.9. Employees with less than one year's service

Clause 17 of this Agreement will not apply to employees with less than one (1) year's continuous service.

17.10. Employees exempted

Clause 17 of this Agreement will not apply where employment is terminated as a consequence of conduct that justifies summary dismissal, including malingering, inefficiency, neglect of duty or misconduct or in the case of casual employees, or employees engaged for a specific period of time or for a specific task or tasks.

PART 4 –WAGE RATES, CLASSIFICATIONS & OTHER RELATED MATTERS

18. WAGE RATES

- (a) The wages to be paid to employees are specified below and increases will be from the first full pay period commencing on or after the operative date.
 - (i) The Company will endeavour to make any back-payments in the first full pay period to commence on or after the date on which this Agreement is approved by the Fair Work Commission.

	5% Increase		4% Increase		3% Increase	
	01 July 2023		01 July 2024		01 July 2025	
Level	Weekly \$	Hourly \$	Weekly \$	Hourly \$	Weekly \$	Hourly \$
Butter Factories & Condensories Employees						
6	\$1,616.60835	\$42.54233	\$1,681.27268	\$44.24402	\$1,731.71086	\$45.57134
5	\$1,535.32350	\$40.40117	\$1,596.73644	\$42.01722	\$1,644.63853	\$43.27774
4	\$1,474.00373	\$38.78422	\$1,532.96388	\$40.33559	\$1,578.95280	\$41.54566
3	\$1,418.63164	\$37.33688	\$1,475.37691	\$38.83036	\$1,519.63822	\$39.99527
2	\$1,342.17132	\$35.32417	\$1,395.85817	\$36.73714	\$1,437.73392	\$37.83925
1	\$1,259.16405	\$33.13053	\$1,309.53061	\$34.45575	\$1,348.81653	\$35.48942
Distribution Facility Employees						
5	\$1,922.46659	\$50.59123	\$1,999.36525	\$52.61488	\$2,059.34621	\$54.19333
4	\$1,825.80936	\$48.04494	\$1,898.84173	\$49.96674	\$1,955.80698	\$51.46574
3	\$1,738.85583	\$45.76085	\$1,808.41006	\$47.59128	\$1,862.66236	\$49.01902
2	\$1,656.05209	\$43.57854	\$1,722.29417	\$45.32168	\$1,773.96300	\$46.68133
1	\$1,577.19463	\$41.50928	\$1,640.28242	\$43.16965	\$1,689.49089	\$44.46474

* Distribution Facility Employees receive a different rate of pay than other employees who work in classifications at the Company's manufacturing sites.

This difference in rates of pay is the result of legacy arrangements that applied to this work prior to the Company acquiring the Global Distribution Centre and Integrated Logistics Centre. The Company has agreed to preserve the rates of pay for Distribution Facility Employees on the strict condition that these rates are to apply to these employees only.

** Level 6 will be the rate applied to any waged employee performing the work of a salaried employee.

19. CLASSIFICATION & MULTI-SKILLING STRUCTURE

- (a) The Classification structure in Schedule C of this agreement details the Classification levels for each of the current roles across the operations at Cobram, Kiewa, Leongatha and ILC sites. Further the new structure details the progression requirements for employee advancement within the revised Classification structure.
- (b) The parties to the Agreement recognise the advantages of multi-skilling and the opportunities it provides both business operations and employees. It is agreed by the parties that there will be no de-skilling of employees arising from the review process.
- (c) New employees joining the business will commence at Level 1 and will remain at the level for a maximum of 6-months from their commencement date (unless they will continue to perform a role classified as Level 1). Upon the expiry of 6-months at Level 1 all other employees will progress to Level 2 unless they are being managed for performance or productivity related issues. An employee may progress within the 6-months subject to approved training and competency assessments having been conducted.
- (d) An employee may progress to a higher Classification level at any stage, based on the employee having achieved the necessary training and demonstrated competent skills to carry out duties at a higher classification (with exception of the Team Leader and Leading Hand positions which are on application and appointment only).
- (e) The Company will review and implement formalized training and assessment processes to ensure consistency is applied across all sites.
- (f) An employee may formally request in writing a review of their Classification level if they believe they have reached a level of competence that would allow them to meet the position or progression requirements as detailed in the Classification structure.
 - (i) The Company will undertake a competency assessment and confirm with the employee the outcome no later than 3-months after a formal request has been made by the employee. If deemed competent, the employee will be reclassified from the date the formal request was submitted.
 - (ii) Where an employee has been deemed not yet competent, a review of their competency and the gaps identified will be documented to support further training. The employee may apply for reassessment no sooner than 3-months from their initial confirmed assessment.

- (iii) Where an employee has not been assessed more than 3-months from the date of a formal request, they will automatically progress to the next Classification level, unless they are being managed for performance or productivity related issues.
- (g) As an employee progresses within the Classification structure, they will always be ready and willing to perform at the Classification level for which they are being paid. Unreasonable refusal to do so may result in reclassification to the level of the role that the employee is willing to perform.
- (h) Where there is new technology or equipment introduced to an area that changes an existing position, changes the work undertaken by the area, or creates a new position, a review of the Classification structure will be conducted by the site Joint Consultative Committee (JCC).
- (i) A request for a review may be made by either party and the site JCC will complete the review no later than 6-months from the date the request is made. Where agreement is reached between the parties at the site, the new Classification will be documented in a memorandum of understanding (MOU) for inclusion in any future Agreement.
- (j) The parties agree to undertake a joint review of the Classification structure no later than 12-months from the effective date of this Agreement. A review committee comprising representatives from the Company, Union delegates and UWW officials will have responsibility for the review.

20. ALLOWANCES

20.1. Associate Diploma Allowance

- (a) Any employee holding or that has commenced study toward an Associate Diploma (VCAH Gilbert Chandler) as at date of lodgement of this Agreement with the FWC will continue to receive an allowance per week. This allowance is payable as a separate amount and not as an addition to the weekly rate.
- (b) Employees that commence study toward an Associate Diploma (VCAH Gilbert Chandler) after the date of lodgement of this Agreement with the FWC will no longer be entitled to receive the Associate Diploma Allowance.
- (c) The following allowance will be paid from the first full pay period to commence on or after the dates set out below:

	1 July 2023	1 July 2024	1 July 2025
Associate Diploma Allowance	\$ 60.14	\$ 62.55	\$ 64.43

20.2. Vat or Confined Space Allowance

- (a) An allowance per entry will be paid to employees who are authorised by supervisors to enter vats, or other confined spaces for cleaning purposes, up to a maximum per day.

- (b) "**Confined spaces**" means a compartment or space, access to which is through a man hole or similar opening; or a compartment or space without adequate ventilation.
- (c) The following allowance will be paid from the first full pay period to commence on or after the dates set out below:

	1 July 2023	1 July 2024	1 July 2025
Vat or Combined Space Allowance (per entry)	\$ 2.81	\$ 2.93	\$ 3.01
Vat or Combined Space Allowance (max. per day)	\$ 16.85	\$ 17.53	\$ 18.05

20.3. Cool Room Allowance

- (a) Any employee working in cool rooms associated with the manufacture of a product where the temperature does not exceed 4.4 degrees Celsius (°C) will be paid an allowance per hour whilst so employed provided that, for the purposes of clause 21 Mixed Functions hereof, such an employee will be deemed to be engaged at work on a higher class.
- (b) For the purposes of employees working at the ILC, employees who are rostered to work in the cool room, or primarily work in the cool room during a rostered shift shall be entitled to be paid the cool room allowance effective from 1 July 2025.
- (c) Further where an employee works in places where the temperature is reduced by artificial means below 0 degrees Celsius (°C) and the work continues for more than two (2) consecutive hours they will be entitled to 20-minutes rest after every two hours work without loss of pay. In the event the 20-minute rest period coincides with a scheduled unpaid meal break, the employee will be entitled to payment for 20-minutes of the break period at ordinary time.
- (d) The following allowance will be paid from the first full pay period to commence on or after the dates set out below:

	1 July 2023	1 July 2024	1 July 2025
Cool Room Allowance	\$ 0.91	\$ 0.95	\$ 0.98

20.4. Freezing Chamber Allowance

- (a) An allowance will be provided to any employee who is required to work in a freezing chamber (other than a cool room) for an aggregate of time exceeding more than one (1) hour on any day, will be paid for all work (whether inside or outside the chamber) on that day.
- (b) This allowance will only be payable on hours spent actively working in the freezing chamber.
- (c) The following allowance will be paid from the first full pay period to commence on or after the dates set out below:

	Upon commencement of Agreement	1 July 2024	1 July 2025
Freezer Chamber Allowance	\$ 1.50	\$ 1.56	\$ 1.61

20.5. Container Stacker Allowance

- (a) An allowance will be provided to ILC employees (as appointed) who are employed and trained to operate a Container Stacker.
- (b) This allowance will only be payable on hours spent actively working on the container stacker.
- (c) The following allowance will be paid from the first full pay period to commence on or after the dates set out below:

	Upon commencement of Agreement	1 July 2024	1 July 2025
Container Stacker Allowance	\$ 1.50	\$ 1.56	\$ 1.61

20.6. Heat Allowance

Any employee whilst working for more than one (1) hour in the shade in places where the temperature is raised by artificial means to between 46 degrees Celsius (°C) and 54 degrees Celsius (°C) will be paid an allowance per hour:

	1 July 2023	1 July 2024	1 July 2025
Heat Allowance	\$ 0.74	\$ 0.76	\$ 0.79

20.7. Training Allowance

An employee who is required to provide or assist in the provision of structured training to other employees (including on the job training) will be paid an allowance of 3% of their daily base rate in addition to their ordinary weekly wage.

- (a) Provided that the allowance will only be paid for each week, or part thereof, that the employee is engaged in the provision of approved training.
- (b) This payment will be made to respective employees only after authorisation has been granted by designated supervisory staff.
- (c) In the event of any disagreement over an employee's entitlement to the allowance, the disputes procedure in clause 13 of this Agreement will apply.
- (d) The Company acknowledges the employees' continued commitment to improving efficiencies and productivity of the Company.

20.8. Chemical Handling Allowance

- (a) An allowance per week will be provided to employees (as appointed) who are employed and trained to actually handle chemicals in a site where the

bulk decanting of such chemicals is for the sole purpose of cleaning and sanitising membranes.

- (b) The following allowance will be paid from the first full pay period to commence on or after the dates set out below:

	1 July 2023	1 July 2024	1 July 2025
Chemical Handling Allowance	\$ 46.87	\$ 48.75	\$ 50.21

- (c) The Company agrees to review automation opportunities.

20.9. Meal Allowance

- (a) A meal allowance will be payable where more than 60 minutes of overtime is worked on any day in excess of the ordinary hours of work.
- (b) If having been notified of intention to work, an employee will receive in the event of the work not being done or ceasing before the respective periods, set out in subclause 20.9(a) above, the amount in the table below for each meal.
- (c) Meal allowance will increase in accordance with the general wage increases contained in this Agreement and will be as set out below.

	1 July 2023	1 July 2024	1 July 2025
Meal Allowance	\$ 17.13	\$ 17.81	\$ 18.34

20.10. First Aid Attendants

An employee who has been trained to render first aid and who is the current holder of appropriate first aid qualifications, such as a certificate from St John's Ambulance or similar body, and is appointed by the Company to act as First Aid Attendant will be paid a weekly allowance for the period of their appointment as set out below.

	1 July 2023	1 July 2024	1 July 2025
First Aid Allowance	\$ 20.91	\$ 21.74	\$ 22.39

21. MIXED FUNCTIONS

- (a) Where an employee is engaged in any one (1) day or shift for more than one (1) hour at work in a higher class that they is employed to perform, they will be paid for the full day or shift at the highest rate payable for any such work under this Agreement, but if they is so engaged for one (1) hour or less, they will be paid at the rates fixed by this Agreement only for the work they actually performed.
- (b) Where an employee is engaged in work in a higher class for two (2) shifts in any week, the employee will be paid at the higher rate applicable to the class of work for that week.

- (c) Where an employee has either been engaged continuously in work in a higher class for three (3) months, or has been assessed competent the employee will be re-classified to the higher class regardless of whether the employee continues to do the higher class work or not.
- (d) Where an employee is receiving payments higher than the classification they are working in as a result of the above clauses, the employee will be ready, willing and able to fully utilise any and all such skills as required by their Manager from time to time.
- (e) Clause (c) also applies to seasonal and casual employees provided any break in their engagement with the Company is less than six (6) months.

22. CLOTHING PROVISION

22.1. Where appropriate the Company will provide clothing and other personal protective equipment to perform specialist tasks safely and without risks to health.

22.2. When an employee is required by law or by the Company to wear a washable outer overall, adequate overalls of an approved type and quality will be provided by the Company within two weeks of the commencement of employment; such overalls will remain the property of the Company. Where such overalls are not laundered by the Company an allowance per week will be paid to the employee as set out below.

	1 July 2023	1 July 2024	1 July 2025
Clothing Allowance	\$ 12.51	\$ 13.01	\$ 13.40

- (a) Where the Company stipulates a type of clothing to be worn in addition to that heretofore provided, i.e. "T" Shirts and/or Caps, such items to be provided by the Company.
- (b) An employee required by the Company to enter into items of dairy manufacturing equipment such as driers, storage tanks, product bins, for the purposes of inspection, cleaning and/or sanitising will prior to entering this type of equipment, be issued with suitable clean protective clothing. Such clothing will be supplied, laundered and maintained by the Company.
- (c) Employees whose work is performed under conditions in which their clothing would, in the absence of protective clothing, become saturated with moisture, will be supplied, free of cost, with waterproof aprons. Waterproof trousers will be supplied free of cost to cleaners of milk tankers if required to enter tankers and protective footwear will be supplied to employees required to work in wet places. Articles so supplied will remain the property of the Company.
- (d) The following will be provided for use of employees, upon request, at each place where employees are required to work in a temperature not exceeding 4.4 degrees Celsius (°C):
 - (i) Blanket suit or inner flying suit;
 - (ii) Balaclava or similar type helmet;

- (iii) Smith or similar type freezer boots; and
- (iv) Suitable protective hand covering.

23. LIFTING OF WEIGHTS

The parties to this Agreement will adhere to the following legislation and codes of practice:

- (a) *Occupational Health and Safety Act 2004* (Vic), and
- (b) *Occupational Health and Safety Regulations 2017* (Vic), and
- (c) *Hazardous Manual Handling Compliance Code*.

24. ACCIDENT PAY & INSURANCE

24.1. Introduction

- (a) Except as provided in subclause 24.18 (a) and (b), an employee (other than a Casual) will be entitled to receive accident pay in accordance with this clause.
- (b) Where an entitlement to accident make-up pay arises under this Agreement any reference to the *Workers Compensation Act 1958*, *Accident Compensation Act 1985* and *Accident Compensation (WorkCover) Act 1992* will include a reference to the, *Workplace Injury Rehabilitation and Compensation Act 2013* and any reference to the *Workplace Injury Rehabilitation and Compensation Act 2013* will be deemed to include a reference to the *Workers Compensation Act 1958*, *Accident Compensation Act 1985* and *Accident Compensation (WorkCover) Act 1992*.

24.2. Definitions

For the purpose of this clause and subject to the terms thereof the words hereunder will bear the respective definitions set out hereunder:

Accident Compensation Act 1992 (Vic) means the *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic) as amended from time to time.

"Injury" will be given the same meaning and application as applying under the *Accident Compensation Act* and no injury will result in the application of accident pay unless an entitlement exists under the Act.

24.3. Accident pay

(a) Total Incapacity

In the case of an employee who is or is deemed to be totally incapacitated within the meaning of the Act means a weekly payment of an amount representing the difference between, on the one hand, the total amount of compensation, including other allowances, paid to an employee during incapacity pursuant to the Act for the week in question and, on the other hand, the total weekly Agreement and weekly over Agreement payment if any being paid to such employee at the date of the injury giving rise to the said payment of compensation, together with or less as the case may be any variation in

Agreement rates which would have been applicable to the classification of such employee for the week in question if they had been performing their normal duties providing that in making such calculation any payment for overtime earnings, shift premiums, attendance bonus, incentive earnings under any system of payment by results, fares and travelling time allowances, penalty rates and any other ancillary payments payable by the Company will not be taken into account.

(b) Partial incapacity

In the case of an employee partially incapacitated within the meaning of the Act means a weekly payment of an amount representing the difference between, on the one hand, the total compensation paid to the employee during incapacity pursuant to the Act for the week in question together with the average weekly amount they are earning or is able to earn in some employment or business (as determined) expressly or by implication by the Victorian WorkCover Authority (or as agreed between the parties) and, on the other hand, the total weekly average Agreement rate and weekly over Agreement payment if any, being paid to such employee at the date of the injury giving rise to the said payment of compensation, together with or less as the case may be any variation in Agreement rates which would have been applicable to the classification of such employee for the week in question if they had been performing their normal duties, providing that in making such calculation any payment for overtime earnings, shift premiums, attendance bonus, incentive earnings under any system of payment by results, fares and travelling time allowances, penalty rates and any other ancillary payments payable by the Company will not be taken into account.

The total weekly Agreement rate and weekly over Agreement payments abovementioned will be the same as that applying for a total incapacity provided that where an employee receives a weekly payment of compensation under the Act and subsequently such payment is reduced pursuant to the said Act, such reduction will not increase the liability of the Company to increase the amount of accident pay in respect of that injury.

24.4. Payment for part of a week

Where an employee receives accident pay and such pay is payable for incapacity for part of a week the amount will be a direct pro rata.

24.5. Qualifications for payment

Always subject to the terms of this clause, an employee covered by this Agreement will upon receiving payment of compensation and continuing to receive such payment in respect of a weekly incapacity within the meaning of the Act be paid accident pay by the Company who is liable to pay compensation under the Act, which said liability by the Company for accident pay may be discharged by another person on the Company's behalf, provided that:

- (a) Accident pay will only be payable to an employee whilst such employee remains in the employment of the Company by whom they were employed at the time of the incapacity and then only for such period as they receives a weekly payment under the Act. Provided that if an employee on partial incapacity cannot obtain suitable employment from the Company but such alternative employment is available with another company then the relevant

amount of accident pay will still be payable. Provided further that in the case of the termination by the Company of an employee who is incapacitated and receiving accident pay, accident pay will continue to apply subject to the provisions of this clause except in those cases where:

- (i) the termination is due to serious and/or wilful misconduct on the part of the employee; or
- (ii) arises from a declaration of liquidation of the Company in which case the employee's entitlement will be determined by the appropriate State legislation.

In order to qualify for the continuance of accident pay on termination an employee will if required provide evidence to the Company of the continuing payment of weekly workers' compensation payments.

- (b) Accident pay will not apply to any incapacity occurring during the first three (3) weeks of employment unless such incapacity continues beyond the first three weeks and then, subject to subclause 24.5(c) and to the maximum period of payment prescribed elsewhere herein, accident pay will apply only to the period of incapacity after the first three weeks. Provided that as to industrial diseases contracted by a gradual process or injuries subject to recurrence, aggravation or acceleration (as provided in Section 3 of the Act) such injuries or diseases will not be subject to accident pay unless the employee has been employed with the Company at the time of the incapacity for a minimum period of one week.
- (c) Accident pay will not apply in respect of an injury during the first ten normal working days of incapacity.
- (d) An employee on engagement may be required to declare all workers' compensation claims made in the previous five (5) years and in the event of false or inaccurate information being deliberately and knowingly declared the Company may require the employee to forfeit their entitlement to accident pay under this Agreement.

24.6. Maximum period of payment

The maximum period or aggregate of periods of accident pay to be made by the Company will be a total of 39 weeks for any one (1) injury as defined in the *Accident Compensation (WorkCover) Act 1992*.

24.7. Absences on other paid leave

An employee will not be entitled to payment of accident pay in respect of any period of other paid leave of absence.

24.8. Notice of injury

An employee upon receiving an injury for which they claim to be entitled to receive accident pay will give notice in writing of the said injury the Company as soon as reasonably practicable after the occurrence thereof, provided that such notice may be given by a representative of the employee.

24.9. Furnishing of evidence

- (a) An employee who has suffered any injury for which they are receiving payment or payments for incapacity in accordance with the provisions of the Act will furnish evidence to the Company from time to time as required by the Company of such payment and compliance with this obligation will be a condition precedent to any entitlement under this clause.
- (b) Any employee who is receiving or who has received accident pay in respect of any injury will if required by the Company or other person on their behalf authorise the Company to obtain any information required by such Company concerning such injury or compensation payable in respect thereof from the insurance company that is liable to pay compensation to such employee pursuant to the Act.

24.10. Medical examination

- (a) Nothing in this clause will in any way be taken as restricting or removing the Company's rights under the Act to require the employee to submit themselves to examination by a legally qualified medical practitioner, provided and paid by the Company, and if they refuse to submit themselves to such examination or in any way obstructs the same, their right to receive or continue to receive accident pay will be suspended in like manner as their right to compensation is suspended pursuant to the Act until such examination has taken place.
- (b) Where in accordance with the Act a medical referee gives a certificate as to the condition of the employee and their fitness for work or specifies work for which the employee is fit and such work is made available by the Company and refused by the employee or the employee fails to commence the work, accident pay will cease from the date of such refusal or failure to commence the work.
- (c) Where the Company is unable to provide work of the nature stipulated by the medical referee an employee will take all reasonable steps to obtain such work with another Company and in the event of their failure to do so payment of accident pay will cease.

24.11. Redemption of weekly payments

Where there is a redemption of weekly compensation payments by the payment under the Act of a lump sum the Company's liability to pay accident pay will cease as from the date of such redemption.

24.12. Civil damages claims

- (a) An employee receiving or who has received accident pay will advise the Company of any action they may institute or any claim they may make for damages. Further the employee will, if required, authorise the Company to obtain information as to the progress of such action or claim from their employee's solicitors and will if required provide an authority to the Company entitling the Company to a charge upon any money payable pursuant to any verdict or settlement on that injury.

- (b) Where an employee obtains a verdict for damages against the Company or is paid an amount of money in settlement of any claim for damages that they had made against the Company in respect of an injury for which they has received accident pay the Company's liability to pay accident pay will cease from the date of such verdict; provided that if the verdict for damages is not reduced either in whole or part by the amount of accident pay made by the Company the employee immediately upon payment of such verdict or amount in settlement will pay to the Company any amount of accident pay already received in respect of that injury by which the verdict has not been so reduced.
- (c) Where an employee obtains a verdict for damages against a person other than the Company or is paid an amount of money in settlement of any claim for damages that they had made against such person in respect of an injury for which they has received accident pay the Company's liability to pay accident pay will cease from the date of such verdict; provided that if the verdict for damages is not reduced either in whole or part by the amount of accident pay made by the Company the employee will pay to the Company any amount of accident pay already received in respect of that injury by which the verdict has not been so reduced.

24.13. Insurance against liability

Nothing in this clause will require the Company to insure against its liability for accident pay, nor will it affect the right of the Company to terminate the employment of the employee.

24.14. Variations in compensation rates

Any changes in compensation rates under the Act will not increase the amount of accident pay above the amount that would have been payable had the rates of compensation remained unchanged.

24.15. Death of employee

All rights to accident pay will cease on the death of an employee.

24.16. Disputes

In the event of any dispute arising out of the provisions of this clause the matter will adopt the Disputes Procedure in clause 13 of this Agreement.

24.17. Safety regulations

The Company and employees will positively support measures which may be implemented from time to time in the industries covered by this Agreement for the adoption and maintenance of safe working practices and conditions; and that they will co-operate in programs designed to provide for the early and effective rehabilitation of injured workers.

24.18. Insurance

- (a) Notwithstanding subclause 24.1(a) 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.

- (b) Notwithstanding subclause 24.1(b) in the interest of extending the benefit of additional protection, the Company will 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, casual loadings and any 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 Victorian *Transport Accident Act 1986* or similar statute in any other State or Territory.

25. TRAVELLING

- (a) An employee who on any day or from day to day is required to work at a site away from their accustomed factory or depot will at the direction of the Company present themselves for work at such site at the usual starting time; but for all time reasonably spent in reaching and returning from such job (in excess of the time normally spent in travelling from their home to such workshop or depot and returning) they will be paid travelling time based upon the rate of time, and also any fares reasonably incurred in excess of those normally incurred in travelling between their home and their accustomed factory or depot.
- (b) An employee who with the approval of the Company uses their own means of transport for travelling to or from outside jobs will be paid the amount of excess fares which they would have incurred in using public transport or alternatively where an employee provides their own means of transport they will be reimbursed as per the table below. This allowance will increase in accordance with the general wage increases contained in this Agreement.

	1 July 2023	1 July 2024	1 July 2025
Travel Allowance (per km)	\$ 0.95	\$ 0.98	\$ 1.01

26. PAYMENT OF WAGES

All wages will be paid weekly by Electronic Funds Transfer. Where the Company and an employee agree, the employee's wages may be paid by cheque into a bank account, building society account or credit Union account specified in the written authority by that person.

26.1. Pay details

Each employee will be supplied on or before pay day with a statement in writing showing all information as required by the appropriate regulations with regard to time, wages and information on pay slips.

Upon termination of employment wages due to an employee will be paid to them on the day of such termination or will be forwarded to them.

26.2. Payroll Errors

- (a) At any stage in this process the employee may nominate a Union delegate or other representative.
- (b) In the event that wages are incorrectly paid the following will apply:
 - (i) The employee will first raise the matter with the supervisor or manager who has the authority to approve the pay query.
 - (ii) If the matter is not resolved with within seven (7) days of the employee raising the matter, it will be escalated to the site manager.
 - (iii) If the matter is not resolved with within seven (7) days of the employee escalating the matter, the matter will be escalated to the Regional Operations Manager/s or nominated senior manager who will deal with the matter within seven (7) days.
 - (iv) The parties agree that the above steps are to be read in conjunction with steps (i) to (iv) in clause 13(c) of this Agreement. If the matter remains unresolved, clause 13(c)(v) will apply. To avoid doubt, the employee and their representative will be released on paid time to attend any proceedings.

27. SUPERANNUATION

- (a) The Company will make contributions, in line with the Superannuation Guarantee Charge Legislation, to Australian Super, the default fund.
- (b) Any costs associated with rolling over from one fund to another are to the account of the employee and any paperwork required to be completed to affect such rollovers are the responsibility of the employee.

(c) Salary Sacrifice

(i) Objectives

This subclause provides the mechanism whereby an employee can request an alternative system for the payment of a part of their wages. It is intended that this will benefit employees without imposing additional costs on the Company. The program is voluntary.

(ii) Flexible Remuneration

- (A) Notwithstanding any other provisions of any award/industrial agreement applying to the Company at the commencement of this subclause an employee may participate in a salary sacrifice program in relation to superannuation contributions.
- (B) The employee may request to receive ordinary time wages payable in accordance with this Agreement minus an amount diverted into additional superannuation contributions under this program.
- (C) Any request to participate in the program will be in a form approved by the Company.

- (D) An employee who takes any paid leave will receive the ordinary wages payable after deductions made under this clause in lieu of salary and wages and other amounts payable under the relevant Award/industrial agreement.
- (E) Any other Award/industrial agreement payment (including overtime, annual leave loading and termination payments) will be calculated as if the contribution in **Error! Reference source not found.** had not been deducted from the wages.
- (F) Each employee participating the program under this clause will receive written confirmation of relevant information, including the post arrangement gross wage rates, net wage rates and any other payment that may be affected by the arrangement.
- (G) Written confirmation as specified in subclause 27(c)(ii)(F) above will be provided again whenever the employee's wage rate changes.

(iii) **No Disadvantage**

After taking into account the deductions made pursuant to subclause 27(c)(ii) an employee will not receive less than the wage rate specified in this Agreement.

(iv) **Changes to Flexible Remuneration**

The Company may change benefits under the program if required to do so by changes to State or Federal legislation.

The Company will consult with the Union prior to any changes being implemented. In the event that amendment to these remuneration arrangements is to be implemented, the Company will provide employees and the Union with reasonable notice. Such notice will be not less than two (2) months unless a shorter time is required to comply with subclause (c)(iv).

(v) **Contributions**

An employee may choose to vary the amount of their contribution at three (3) monthly intervals.

PART 5 – HOURS OF WORK, SHIFTWORK AND OVERTIME

28. HOURS OF WORK

- (a) The ordinary hours of work will be between the hours of 5.00a.m. and 6.00p.m. on up to any six (6) days of the week between Monday and Sunday inclusive and will average 38 hours per week; however not less than five (5) hours and not exceeding 12 ordinary hours work on any day.

(b) Implementation of 38 hour week

Subject to the following subclauses hereof, the ordinary hours of work will be an average of 38 hours per week to be worked on one of the following basis:

- (i) 38 hours within a work cycle not exceeding seven (7) consecutive days; or
- (ii) 76 hours within a work cycle not exceeding fourteen (14) consecutive days; or
- (iii) 114 hours within a work cycle not exceeding twenty-one (21) consecutive days; or
- (iv) 152 hours within a work cycle not exceeding twenty-eight (28) consecutive days; or
- (v) 190 hours within a work cycle not exceeding thirty-five (35) consecutive days; or
- (vi) 228 hours within a work cycle not exceeding forty-two (42) consecutive days; or
- (vii) 266 hours within a work cycle not exceeding forty-nine (49) consecutive days.

(c) Employees will work their ordinary hours in one of the following ways:

- (i) By working a nineteen day four (4) week cycle of eight (8) hours per day with 0.4 of one (1) hour for each day worked accruing as an entitlement to take a rostered day off on each four (4) week cycle.
- (ii) By fixing one (1) weekday on which all employees will be off during a particular work cycle.
- (iii) By rostered days off being accrued up to a maximum of 12 days.

(d) Substitute day

- (i) The Company, with the agreement of the majority of employees concerned, may substitute the day an employee is to take off for another day in the case of a breakdown in machinery or a failure or shortage of electric power, energy or raw materials supply to meet the requirements of the business in the event of some other emergency situation.
- (ii) An individual employee, with the agreement of the Company, may substitute the day they are to take off for another day.
- (iii) In areas covered by this Agreement, where agreement between the majority of employees and the Company exists, a banking system of rostered days off may be agreed to in order to cover peak seasonal demands.

- (iv) Employees would therefore work on what would normally have been their rostered day off and accrue an entitlement to bank a rostered day off to be taken at mutually convenient time for both the employee and the Company; provided that no less than seven (7) days' notice is given before taking the banked rostered days off.
- (v) No penalty payment will be made to employees working under this substitute banked rostered day off. However, the Company will maintain a record of the number of rostered days off banked.
- (vi) Employees terminating employment prior to taking any banked rostered days off will be paid any accrual.
- (vii) An employee's rostered days off may be accrued up to a maximum of twelve days per the above with such days being taken off at a time convenient to the Company and the employees.
- (viii) It is the intention of this subclause that no more than 12 rostered days off will be granted in a twelve month period.
- (ix) The parties to this Agreement agree to a greater flexibility in the rostering of personnel to meet the demands of product changes/mix on a location by department basis.

(e) Accumulated hours

The parties to this Agreement agree to the flexibility in the taking of accumulated hours.

For the purpose of this clause the Company and employees may agree to the taking of accumulated hours at a mutually agreed time, however, circumstances may arise where different methods of implementation may apply to various groups or sections of employees and at each site an assessment will be made as to which method best suits the Company and proposals and implementation will be discussed with those personnel concerned.

- (f) The ordinary hours of work prescribed herein will not exceed 12 hours on any day. Provided that in any arrangement of ordinary working hours where the ordinary working hours are to exceed eight on any day the arrangement of hours will be subject to the agreement of the Company and the majority of employees in the plant or section, or sections, concerned.
- (g) Where ordinary hours worked include penalties for time and a half or double time, continuous shift workers may bank the portion of the penalty greater than ordinary time as accumulated hours.
- (h) Continuous shift workers can accrue a maximum of 96 hours which may be topped up at any time. On application, the cap of 96 hours on accumulated hours can be lifted to accommodate periods of shutdown where employees have insufficient leave to cover the duration of the shutdown.
- (i) For the avoidance of doubt, an employee will be considered to have insufficient leave, under clause 29(h) where an employee would have ten (10) or less days of annual leave remaining at the end of a shutdown period.

29. SHIFT WORKERS

- (a) Employees required to work shifts as defined (other than shifts referred to in subclause 29(f) hereof) will be paid a shift allowance per shift. Employees on an eight (8) week cycle will be paid a shift allowance per shift as set out in the table below.
- (b) The following shifts allowances will be paid from the first full pay period to commence on or after the dates set out below:

	1 July 2023	1 July 2024	1 July 2025
Shift Allowance (per shift)	\$ 36.69	\$ 38.15	\$ 39.30

- (c) Shift workers who work other than overtime between midnight Friday and midnight Saturday will be paid for such time worked at the minimum rate of time-and-a-half. Such rate to be in substitution for and not cumulative upon the shift allowance provided in subclause 29(b) hereof.
- (d) Except as provided in subclauses 29(e) and 29(g) hereof, there will be a roster of shifts on a 4, 7 or 8 week cycle which will provide for the inclusion of Saturdays and Sundays as they occur in the relevant cycle. However, in accordance with agreement reached, the roster may permit the working of any four (4) days Monday to Friday in any week and the Sunday in that week, on a regular basis.
- (e) For a single period not exceeding 12 weeks in any year, shift workers may be rostered off on more than two Saturdays or Sundays in seven, provided that during any such period an allowance per shift will be paid in lieu of the shift allowance provided in subclause 29(a) hereof. The Company will give one (1) weeks' notice prior to the commencement and finish of such arrangement.
- (f) Shift workers who only work Mondays to Fridays inclusive will be paid a shift allowance per shift.
- (g) Shift workers will receive a minimum break of 10 hours between shifts.
- (h) Shift structures will be established by site management to reflect operational needs of the business to meet either seasonal or market requirements.
 - (i) The parties to this Agreement agree to a greater flexibility in the rostering of personnel to meet the demands of product changes/mix on a location by department basis.
 - (ii) They further agree to extend the ability of the Company to change the shift roster to include/reduce additional shifts where demand requires without the minimum fourteen (14) days' notice.
 - (iii) This process may include the changing of shift rosters and, furthermore give the Company the ability to use restrictive rostering systems on a year around basis.

- (iv) For the purpose of this clause the relaxation of the hours of work and greater flexibility of rostering must be by mutual agreement between the Company and employees on a site by department basis through the appropriate consultative process.
- (v) Where employees request alternative shift arrangements, the Company is prepared to consider suggestions (encouraged through the Joint Consultative Committee). The underlying criteria for consideration of such shift changes is that it is to the benefit of the employees and must not be to the financial detriment of the Company. Such changes will only occur where both parties are satisfied and where the above criteria are not met then the change cannot take place.

(i) **Cobram Early Morning Shift Allowance**

Notwithstanding any other provision in this Agreement, the Company agrees that employees at the Cobram site, who, as at 1 July 2008, received a shift allowance for starting before 6am, will continue to receive this allowance.

30. PERMANENT NIGHT SHIFT

- (a) An employee who, as required by the Company:
 - (i) during a period of engagement on shift, works night only; or
 - (ii) remains on night shift for a period longer than four (4) consecutive weeks; or
 - (iii) works on a night shift which does not rotate or alternate with another shift or with day work so as to give them at least one-third of their working time off night shift in each shift cycle,

will be paid a 'double shift allowance' per shift.
- (b) The following 'double shifts allowances' will be paid from the first full pay period to commence on or after the dates set out below:

	1 July 2023	1 July 2024	1 July 2025
Double Shift Allowance (per shift)	\$ 73.37	\$ 76.31	\$ 78.60

For the purposes of this subclause "Night Shift" means a shift finishing subsequent to midnight and at or before 8.00a.m.

31. ROTATION OF SHIFTS

Where practicable an orderly rotation of shifts will be mutually arranged between the Company and the majority of employees concerned.

32. NOTICE OF CHANGE OF SHIFT

The Company will post on its premises in a place conveniently accessible to the employee a roster of shifts which will specify the commencing times or ordinary working hours of such shifts, such times being as regular as practicable. The

Company will not alter a roster of shifts, except upon giving at least fourteen (14) days' notice of its intention to do so by posting such alteration in the manner aforesaid, providing that such roster of shifts may be varied at any time by agreement with the Company, and the employee concerned. Except where a change is necessary because of circumstances beyond the Company's control, an employee's place on the roster of shifts will not be altered unless at least twenty-four (24) hours' notice of such alteration has been given to the employee. Provided that such notice need not be given where an alteration is made by mutual agreement.

33. 12 HOUR SHIFTS

- (a) 12 hour shifts will be worked in accordance with Schedule A.
- (b) Where 24 hours by seven day coverage (on a work group basis) is being performed by 12 hour roster (4 days on 4 days off, eight week cycle, refer Schedule A) such roster will be the preferred method for such work, however, when the Company or a department or work group therein is confronted with conditions that dictate a lack of need for 24 hour seven day coverage, alternate roster arrangements can be made following consultation and provision of required notice.

34. AVERAGING OF SHIFT ALLOWANCES

- (a) Where an employee works a 4 x 10 hour shift arrangement, the employee will be paid a shift allowance for five (5) days. That shift allowance will be averaged over four (4) shifts.
- (b) The principle of the averaging of shift allowances will be applied to any agreed roster where an employee works an average of 38 hours Monday to Friday as an alternative to a 5 x 8 hour Monday to Friday shift.

An example of this is where an employee works seven (7) shifts over a two (2) week roster cycle, between Monday and Friday inclusive, ten (10) shift allowances (as would have been paid if a 5 x 8 hour shift was run) will be averaged over the two week roster. A further example is where an employee works ten shifts over a three (3) week roster cycle, between Monday and Friday inclusive, 15 shift allowances (as would have been paid if a 5 x 8 hour shift was run) will be averaged over the three (3) week roster cycle.

- (c) The averaging of shift allowances will be subject to the 'no disadvantage test' for both the employees and the Company when determining whether a shift will be run on a site.

35. DAYLIGHT SAVING

If an employee is required to work a night shift falling on the commencement or cessation of daylight savings, they will not be disadvantaged by either the loss or gain of an hour in that circumstance.

Where the moving into or out of daylight savings causes a shift to be either one (1) hour longer or one (1) hour shorter, the following will apply.

- (a) Where the shift is longer, the employees will be paid for an additional hour at ordinary time, and
- (b) Where the shift is shorter, employees will be paid for their full shift (i.e. as if the change to summertime had not shortened their shift).

36. CONTINUITY OF WORK

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

37. MEAL INTERVAL

- (a) A day worker will be granted a meal interval of a fixed duration of not less than 30 minutes taken at an agreed time between the Company and the employee(s) at the Company or section of the Company as being suitable for the work being undertaken at the Company.
- (b) For work done during an employee's meal interval and thereafter until a meal interval is allowed, payment will be made at a minimum rate of time-and-a-half on prevailing rates.
- (c) A shift worker (other than on continuous shift work as defined) will be granted a meal interval of not less than 30 nor more than 60 minutes. Such meal interval is to be taken not less than three (3) hours nor more than five (5) hours after commencing work.
- (d) The following employees will be allowed a crib time of 20 minutes which will be counted as time worked:
 - (i) a shift worker engaged on continuous shift work; or
 - (ii) an employee engaged on a one or two shift process which cannot be reasonably interrupted and when it is not practicable to allow such employee a meal interval;
- (e) Notwithstanding any other provisions of this subclause, where a shift worker is required to remain at their workstation during their crib time and rest period they will be paid an additional amount of time and a half of their ordinary time for such crib time and rest periods.
- (f) A shift worker will be entitled to at least a 20 minute paid meal break (banked to ACC), effective 1 July 2024.

38. REST PERIOD

- (a) Employees will be allowed two (2) rest periods of 10 minutes each. Such rest periods to be taken at such times as agreed between the Company and the employees so as to assist with maintaining continuous production.
- (b) Tea will be made available each morning for employees.
- (c) Boiling water for making tea will be provided at rest periods.
- (d) Provided also that employees who commence work before 5.30a.m. and have no breakfast interval will be allowed an interval of 15 minutes without

loss of pay at the end of each two (2) hours' work until lunch interval. If employees are required to work overtime after 6p.m. an interval of 15 minutes without loss of pay after every two (2) hours' work will be allowed.

- (e) Notwithstanding anything provided elsewhere in this clause, when five (5) hours are worked between mealtimes, the rest period will consist of 20 minutes.

39. OVERTIME

39.1 The following rates will be paid:

- (a) To "**Day workers**" for all time worked:
 - (i) outside the time of beginning and ending work as fixed; or in excess of ordinary hours Monday to Friday inclusive, overtime will be paid at the rate of time and a half for the first two (2) hours and double time thereafter. Provided that double time will be paid for all work done on Saturday after 12p.m. noon.
- (b) To "**Shift workers**" for all time worked:
 - (i) in excess of shift worker's ordinary hours, overtime will be paid at the rate of time and a half for the first two (2) hours and double time thereafter.
- (c) For the purpose of computing overtime, each day's work will stand alone.
- (d) Pursuant to clause 39.2, the Company may require any employee to work reasonable overtime at overtime rates and the employee will work overtime in accordance with such requirements.
- (e) An employee called in to work overtime on a Saturday will be paid a minimum payment of 3.8 hours pay, provided that such employee is ready, willing and available to work such overtime.
- (f) A shift worker required to work on a rostered day off or an unpaid day off will be entitled to a minimum of 3.8 hours pay in lieu thereof at the prevailing rate of pay. In the case of a Sunday the rate will be double time and a half.
- (g) **Rest period after overtime**

When overtime work is necessary it will be wherever reasonably practicable, be so arranged that employees (including relievers of shift work) have at least ten (10) consecutive hours off duty between the work of consecutive days.

- (i) An employee who works so much overtime between the conclusion of their ordinary work on one (1) day and the commencement of their ordinary work on the next day that they has not had at least ten (10) consecutive hours off duty between those times will, subject to this subclause, be released after completion of such overtime until they has had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

- (ii) If on the instructions of the Company such an employee resumes or continues work without having had such ten (10) consecutive hours off duty they will be paid an additional amount of ordinary time until they is released from duty for such period and they will then be entitled to be absent until they has had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

39.2. Excessive Overtime

- (a) The parties to this Agreement understand that overtime may need to be worked at times but are committed to facilitating and working overtime in a safe manner.
- (b) It is understood by the parties that overtime may create genuine safety risks if the overtime worked is excessive. Therefore, the following standards will apply unless in response to an exceptional circumstance:
 - (i) No employee will work for greater than 13 hours in any single shift unless otherwise provided for in this agreement.
 - (ii) Overtime can only be worked for 50% of rostered days off, to ensure an appropriate rest period.
- (c) Concerns about overtime worked are to be consulted at the JCC or site OHS Committees as required.

39.3. Time off in lieu

- (a) Employees may accrue time off in lieu ("**TOIL**") to compensate for overtime periods that have been worked. Under these arrangements employees will be entitled to take the equivalent overtime at the applicable overtime rate (e.g. 1 hour overtime = 1.5 hours) off at a time mutually acceptable to the Company and employee concerned.
- (b) The following provisions will apply:
 - (i) Employees may choose to accrue time off in lieu of payment for overtime by completing the relevant application form. This does not apply to casual employees. Such periods must be recorded on the application form. Such record must indicate the overtime period worked and the precise day and time and the amount of TOIL the employee has accrued.
 - (ii) No employee will be able to have a balance of TOIL of more than 76 hours at any one time. Once an employee reaches a balance of 76 hours, payroll will automatically stop accruing time in lieu and make the overtime payments to the employee.
- (c) However, on application, the cap of 76 hours on TOIL can be increased to accommodate periods of shutdown where employees have insufficient leave to cover the duration of the shutdown. Any such application will not be unreasonably refused.

- (d) For the avoidance of any doubt, under clause 39.3, an employee will be considered to have insufficient leave where an employee would have ten (10) or less days of annual leave remaining at the end of a shutdown period.
- (e) A request to take accrued time off in lieu can be made by the Company or an employee when:
 - (i) there is no work available in their rostered area apart from cleaning or associated duties; or
 - (ii) the Company does not need to pay additional penalties in order to cover the employee's time off.

Where these circumstances exist and the employee has more than 38 hours accrued time off in lieu, the Company can require the employee to take time off in lieu.

- (f) The TOIL balance will be recorded on the employee payslip.

PART 6 – LEAVE AND PUBLIC HOLIDAYS

40. APPROVAL OF LEAVE

- (a) The parties acknowledge the importance of employees being able to plan for periods of leave by being advised of the outcome of leave applications in a timely way.
- (b) The Company will endeavour to respond to appropriately made annual or long service leave application for leave being proposed to be taken in the upcoming 12 months, as soon as practicable but no later than 14 days of the application being made.
- (c) Such a response may include either approval, rejection, or that further considerations will need to occur and the reason why.

41. SUNDAYS AND HOLIDAYS

- (a) An employee will be entitled to holidays on the following days:
 - (i) 1 January (New Year's Day);
 - (ii) 26 January (Australia Day);
 - (iii) Good Friday;
 - (iv) Easter Saturday;
 - (v) Easter Monday;
 - (vi) 25 April (ANZAC Day);
 - (vii) King's Birthday (on the day on which it is celebrated in the State);
 - (viii) 25 December (Christmas Day); and
 - (ix) 26 December (Boxing Day).

And any other day, or part day, declared or prescribed by or under a law of a State or Territory to be observed as a public holiday, including but not limited to:

- (x) Easter Sunday;
 - (xi) Labour Day;
 - (xii) Grand Final Eve; and
 - (xiii) Melbourne Cup Day.
- (b) When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof will be observed on 27 December.
 - (c) When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof will be observed on 28 December.
 - (d) When New Year's Day or Australia Day is a Saturday or a Sunday, a holiday in lieu thereof will be observed on the next Monday.

Pursuant to subclauses (b), (c) and (d) hereof, a shift worker who actually works on Christmas Day (i.e. 25th December), Boxing Day (i.e. 26th December) New Year's Day (i.e. 1st January) and Australia Day (i.e. 26th January) will be paid the public holiday penalties applicable for those actual days. Work performed on the substituted day (as set out), by these employees will be paid at time and a half. However, shift workers who do not work the actual day but then work the substitute day will receive appropriate public holiday penalty rates. All other employees not working on either the actual day or the substitute will receive the substitute day as a paid public holiday.

- (e) The Company, with agreement of the Union, where appropriate may substitute another day for any prescribed in this clause.
- (f) The Company and its employees may agree to substitute another day for any prescribed in this clause. For this purpose, the consent of the majority of affected employees will constitute agreement.
 - (i) An agreement pursuant to subclause (f) will be recorded in writing and be available to every affected employee.
 - (ii) The Union will be informed of an agreement pursuant to subclause (f) and may within seven days refuse to accept it. The Union will not unreasonably refuse to accept the agreement.
 - (iii) If the Union, pursuant to subclause (f)(ii) refuses to accept an agreement, the parties will seek to resolve their differences to the satisfaction of the Company, the employees and the Union.
 - (iv) If no resolution is achieved pursuant to subclause (f)(iii), the Company may apply to the Fair Work Commission for approval of the agreement reached with its employees. Such an application must be made fourteen or more days before the prescribed holiday. After giving the Company and the Union an opportunity to be heard, the Fair Work Commission will determine the application.
- (g) Double time will be the rate payable for all work performed on a Sunday and double time and a half will be the rate payable for all work performed on a holiday (other than Good Friday and Christmas Day for which the rate will be triple time) as prescribed by this clause.

Such rates to be in substitution for and not cumulative upon the shift allowances provided for by subclauses 29(a), 29(e), 29(f) of clause 29 except when such holiday occurs on days Monday to Friday inclusive.

A shift worker ready, available and willing to work, who is rostered to work on a holiday will be paid a minimum of 7.65 hours at the rate of double time and a half other than Good Friday and Christmas Day for which the rate will be triple time.

- (h) Any day worker required to work on a holiday will be paid double time and a half for the time worked other than Good Friday and Christmas Day for which the rate will be triple time (with a minimum of 3.8 hours) and ordinary rates for the remainder of the day.
- (i) Any day worker required to work on a Sunday will be entitled to a minimum of an ordinary day's pay.
- (j) Provided further that when any such holiday occurs on a shift worker's rostered day off, they will be given:
 - (i) within four (4) weeks following the date on which such holidays occurred:
 - (A) one (1) extra day's pay; or
 - (B) equal time off in lieu hereof; or
 - (ii) one (1) day will be added to their annual leave; or
 - (iii) In the case of a shift worker not qualifying for annual leave and subclause 41(j)(i)(A) and 41(j)(i)(B) hereof has not been applied, one (1) day's pay will be added to the payment in lieu of annual leave.

42. REASONABLE REQUEST TO WORK ON PUBLIC HOLIDAYS

- (a) If the Company requests an employee to work on a public holiday, the employee may refuse the request if:
 - (i) the request is not reasonable; or
 - (ii) the refusal is reasonable.
- (b) In determining whether a request, or a refusal of a request, to work on a public holiday is reasonable, the following must be taken into account:
 - (i) the nature of the Company's workplace or enterprise (including its operational requirements), and the nature of the work performed by the employee;
 - (ii) the employee's personal circumstances, including family responsibilities;
 - (iii) whether the employee could reasonably expect that the Company might request work on the public holiday;

- (iv) 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, work on the public holiday;
 - (v) the type of employment of the employee (for example, whether full-time, part-time, casual or shiftwork);
 - (vi) the amount of notice in advance of the public holiday given by the Company when making the request;
 - (vii) in relation to the refusal of a request, the amount of notice in advance of the public holiday given by the employee when refusing the request;
 - (viii) any other relevant matter.
- (c) However, if the employee does not wish to work on the public holiday that they are rostered to work, they will need to request to be absent from work as per the normal leave request process.

43. PERSONAL/CARER'S LEAVE

43.1. Entitlement

- (a) Personal/carer's leave and compassionate leave are provided for in the NES. Employees other than casual employees will be entitled to ten (10) days paid personal leave for each year of completed continuous service with the Company. For the purposes of accruals, 1 day's leave equals 7.6 hours, and ten (10) days leave will equal 76 hours per annum. Part time employees will accrue based on a pro rata basis.
- (b) Employees may take paid personal/carer's leave where:
 - (i) the employee is not fit for work because of a personal illness or injury; or
 - (ii) the employee needs to provide care or support to a member of the employee's immediate family or household who requires care or support because of an illness or injury, or an unexpected emergency.
 - (iii) casual employees, and employees who have exhausted their paid personal/carer's leave, are entitled to two (2) days unpaid carer's leave for each occasion where a member of the employee's immediate family or household requires care or support because of an illness or injury, or an unexpected emergency.
 - (iv) paid personal/carer's leave accrues progressively throughout the first year of service on a pro rata basis and is cumulative from year to year. Employees will be credited with their full personal/carer's leave entitlement on each anniversary of their date of commencement with the Company.
 - (v) subject to any statutory obligations to the contrary, personal/carer's leave entitlement will be calculated and paid on the basis of an employee's ordinary rate of pay (not including incentive-based payments and bonuses, loadings, allowances, penalty rates or similar

entitlements) for the employee's ordinary hours of work. Where an employee works a day where the ordinary hours of work are greater than 7.6 hours, and the employee takes personal leave on that day, the employee will be deducted 7.6 hours of leave from their accrued leave balance but will be paid for the ordinary hours they were otherwise rostered for on that day.

- (vi) NOTE: For example, absence for full shift: an employee who works a shift of 12 ordinary hours will have deducted 7.6 hours of leave from their accrued balance but will be paid for their 12 ordinary hours. Absence for part shift: an employee who works a shift of 12 ordinary hours however is absent for three (3) hours of that shift, will have 1.90 hours of leave from their accrued balance deducted (accrual is calculated on a pro-rata basis).
- (vii) For avoidance of doubt, the arrangement mentioned in (vi) only applies to the initial ten (10) days in each anniversary year /per year of service. After this period, leave is deducted on an hourly basis.

43.2. Notice and evidence requirements

- (a) If an employee wishes to take personal/carer's leave, they must comply with the requirements outlined below.
- (b) Subject to subclause 43.2(c), the employee must give the Company notice as soon as reasonably practicable (and where possible before the shift starts) of their inability to attend for duty, and the expected duration of their absence.
- (c) Each year, an employee will be entitled to six (6) personal leave single day absences without being required to provide documentary evidence. To receive this entitlement the employee will provide the Company with the notice requirements set out in clause 43.2(b) on each occasion.
- (d) The entitlement to six (6) personal leave single day absences in clause 43.2(c) is subject to the following condition:
 - (i) Whenever an employee has demonstrated a pattern of behaviour that gives the Company reason to suspect that the personal leave entitlement is being abused, the Company may require documentary evidence (in the form of a statutory declaration or a medical certificate) in support of any personal leave day.
 - (ii) Where an employee has multiple days absence due to injury or illness, they will be required to provide a medical certificate or a statutory declaration as evidence that they were unable to attend work.

43.3. Payment on separation of employment

Upon separation of employment (except in the case of summary dismissal) the Company agrees to pay the accumulated personal leave balance in the following manner:

0 - 5 years' service	Nil
5 - 10 years' service	30%
10 or more years' service	80% up to a maximum of 800 hours

44. CASHING IN ACCRUED PERSONAL LEAVE

- (a) An employee with 800 hours or more of accrued personal leave, on the anniversary date of their employment, will be entitled to cash in up to 80 hours of accrued personal leave.
- (b) Each request to cash in personal leave must be in writing and the employee must be paid the full amount that would have been paid had the leave been taken at the time it is cashed in.

45. COMPASSIONATE LEAVE

- (a) An employee (other than a Casual) is entitled to compassionate leave (such leave will be without deduction of pay for a period not exceeding the number of hours worked by the employee in three (3) ordinary days of work) for each occasion when a member of the employee's immediate family or household:
 - (i) contracts or develops a personal illness that poses a serious threat to their life;
 - (ii) sustains a personal injury that poses a serious threat to their life; or
 - (iii) dies.
- (b) Notice must be given to the Company as soon as practicable of the commencement of the leave. Proof of such illness, injury or death will be furnished by the employee to the satisfaction of the Company.
- (c) Where absences of a longer duration are required, an employee may access accrued personal leave on application to the relevant Manager.
- (d) Casual employees may access compassionate leave, however, it is unpaid leave.

46. ANNUAL LEAVE

46.1. Entitlements and accrual

- (a) Except as otherwise provided in this Agreement, every employee (other than Casual employees) will be entitled to a period of four (4) weeks (152 hours) paid annual leave on a pro rata basis for each year of continuous service with the Company.
 - (i) Paid annual leave may be taken for a period agreed between an employee and the Company. This may be in one continuous period or single or multiple days.
 - (ii) The Company must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

- (b) If the employee and the Company so agree the annual leave or either of such separate periods may be taken wholly or partly in advance before the employee has become entitled to the annual leave.
- (c) It is the intention of the parties that the annual leave will be given by the Company and will be taken by the employee before the expiration of a period of six (6) months after the date upon which the right to such leave accrues.
- (d) Except as provided in subclause 46.4, 46.5 and 46.6, payment will not be made by the Company to an employee in lieu of any annual leave or part thereof to which the employee is entitled under this Agreement nor will any such payment be accepted by the employee.
- (e) The Company will give each employee at least 14 days' notice or a lesser period by agreement of the date from which the annual leave will be taken.
- (f) The Company will pay each employee in advance before the commencement of the employee's annual leave their current rate of pay for the period of leave.

46.2. Annual leave loading

- (a) When an employee (other than a shift worker) proceeds on annual leave they will receive a loading of 17.5 percent (%) calculated on the appropriate rate of wage prescribed in this Agreement for the period of leave. Provided that in the case of a shift worker, whose shift allowance as prescribed by clause 29 of this Agreement, and/or extra rates for Saturday and Sunday work according to roster or projected roster entitles them to a greater amount than the 17.5 percent (%) loading, then the shift allowance and/or extra rates for Saturday and Sunday will be added to the employee's ordinary pay in lieu of the annual leave loading.
 - (i) Notwithstanding the above, a shift worker on a rotating 10 hour shift roster will receive a minimum of 22.5 percent (%) annual leave loading.
- (b) Provided further that if the shift allowance and/or extra rates for Saturday and Sunday work would have entitled them to a lesser amount than the loading of 17.5 percent (%) then such loading will be added to the rate payable under their contract of employment instead of the shift allowance and/or extra rates for Saturday and Sunday work.

Annual leave loading will be paid at the loading applicable to the shift immediately prior to taking leave.

- (c) The 17.5 percent (%) loading prescribed in this subclause will not apply to proportionate payment of leave on termination of employment.

46.3. General provisions

- (a) If the full period of annual leave as prescribed in subclause 46.1(a) is not taken in any year, such portion as is not taken will be cumulative from year to year.

- (b) Where the annual leave or any part thereof has been taken before the right to the annual leave has accrued the right to a further period of leave will not commence to accrue until after the expiration of the year of employment in respect of which the annual leave or part has been so taken.
- (c) Where any public holiday or other period of approved leave (other than unpaid parental leave) for which the employee is entitled to payment under this Agreement or under their contract of employment occurs during any period of annual leave taken by an employee under this subclause, that public holiday or such other period of leave is not counted as annual leave. Such additional day or days will not attract payment of the 17.5 percent (%) loadings or shift loadings. Annual leave will be re-credited with the corresponding amount of leave.
- (d) The Company will make annual leave payments on a weekly basis to employees, upon request from the employee whilst on annual leave.

46.4. Annual leave on separation

All accrued annual leave, inclusive of leave loading, will be paid out on separation of employment.

46.5. Annual leave in advance

Where the annual leave under subclauses 46.1 or 46.3 or any part thereof has been taken in advance by an employee pursuant to subclause 46.1(b) and:

- (a) the employment of the employee is terminated before they have completed the year of employment in respect of which such annual leave or part was taken; and
- (b) the sum paid by the Company to the employee as ordinary pay for the annual leave or part so taken in advance exceeds the sum which the Company is required to pay to the employee under subclause 46.4;
- (c) the Company will not be liable to make any payment to the employee under subclause 46.3(d) and will be entitled to deduct the amount of such excess from any remuneration payable to the employee upon the termination of the employment.

46.6. Shut down for annual leave

Where the Company shuts down the plant, or a section or sections thereof, for the purposes of allowing annual leave to all or the majority of the employees in the plant, or section or sections concerned, the following provisions will apply:

- (a) The Company, by giving to the employees concerned not less than one (1) month's notice of its intention so to do, stand off for the duration of the shut down any or all employees in the plant or section or sections concerned, and allow to those who have not then accumulated a full entitlement to annual leave pursuant to subclauses 46.1 and/or 46.3, as the case may be, paid leave on a proportionate basis of one-twelfth of the employee's ordinary pay for the period of their employment together with pay for any public holiday which occurs during such annual leave and for which the

employee is entitled to payment under this Agreement or under their contract of employment.

- (b) Where an employee is engaged after the giving of such notice as prescribed in subclause 46.6(a), notice of intention of the Company to shut down the plant or a section or sections thereof is to be given on the date of the employee's engagement.
- (c) The next twelve-monthly qualifying period for each employee affected by such shut down will commence from the date of closing.

46.7. Definitions

- (a) For the purposes of the last preceding subclauses:
- (b) "Ordinary pay" in relation to an employee, means remuneration for the employee's normal weekly number of hours of work calculated at the ordinary time rate of pay.
- (c) For the purposes of the definition of the term "**ordinary pay**" in subclause 46.7(b):
 - (i) where no ordinary time rate of pay is fixed for an employee's work under the terms of their employment the ordinary time rate of pay will be deemed to be the average weekly rate earned by them during the period in respect of which the right to their annual leave accrues;
 - (ii) where no normal weekly number of hours is fixed for an employee under the terms of their employment, the normal weekly number of hours of work will be deemed to be the average weekly number of hours worked by them during the period in respect of which the right to the annual leave accrues;
- (d) For the purposes of calculating an employee's entitlement to annual leave, a year of employment will be deemed to be unbroken continuous service notwithstanding:
 - (i) any period of unauthorised absence;
 - (ii) any period of unpaid leave or unpaid authorised absence (other than community service leave or a period of stand down); or
 - (iii) any interruption or ending of the employment by the Company if such interruption or ending is made with the intention of avoiding obligations in respect of paid leave.
- (e) The periods listed in clause 46.7(d) do not count towards the length of the employee's continuous service.

46.8. Shift workers annual leave

- (a) Employees who are engaged in seven-day continuous shift work for the purposes of the NES are entitled to five (5) weeks (190 hours) of paid annual leave on a pro rata basis for each completed year of continuous service with the Company.

- (b) Where an employee with one (1) year's continuous employment is engaged for part of the yearly period as a seven-day shift worker, they will be entitled to have the period of annual leave hereinbefore prescribed increased by 3.16 hours for each month the employee is continuously engaged as aforesaid.
- (c) Provided that in the case of an employee who is engaged for part of any year of employment as a seven-day shift worker and whose employment is terminated, they will be paid in addition to any other amounts due to them an additional amount equal to 3.16 hours for each month they are continuously engaged as aforesaid.

46.9. Excessive annual leave

Employees are encouraged to use their annual leave entitlements annually. If the 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 eight (8) weeks or more of 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.

47. PARENTAL LEAVE

47.1. Entitlement

- (a) Unpaid parental leave that is taken in association with the birth of a child or the placement of a child for adoption is available to both parents of a child, whether the parent is single, married or in a de facto relationship (including a same-sex relationship).
- (b) A full-time, part-time or long term casual employee is entitled to parental leave if they meet the minimum employment period and have, or will have, a responsibility for the care of the child. The minimum employment period is 12 months continuous service with the Company immediately before the expected date of birth or placement of the child. For the purposes of this clause, the length of an employee's continuous service with the Company does not include any period of unauthorised absence, although such absence does not break continuity. For a long term casual employee to be eligible for parental leave, they must also have a reasonable expectation of continuing employment with the Company on a regular and systematic basis if not for the period of parental leave.
- (c) In addition, an employee is not entitled to parental leave for adoption of a child unless the child:
 - (i) is, or will be, under 16 as at the day of placement, or the expected day of placement, of the child;

- (ii) has not, or will not have, lived continuously with the employee for a period of six (6) months or more as at the day of placement of the child; and
- (iii) is not a child (otherwise than because of the adoption) of the employee or the employee's spouse or de facto partner.

47.2. Period of unpaid parental leave

- (a) An eligible employee may take a maximum of 12 months of unpaid parental leave. This may vary in situations where:
 - (i) the employee has a spouse or de facto partner who is also an 'employee' ("employee couple") and the spouse or de facto partner takes their own period of unpaid parental leave under the NES (refer to subclause 47.8); or
 - (ii) the employee has been granted an extension of leave by the Company (refer to subclause 47.9).
- (b) Parental leave must be taken in a single, continuous period. Note that whilst an employee is taking parental leave, they may take any accrued annual leave or long service leave without breaking the continuity of the period of parental leave. Under the NES, an employee is not entitled to take paid personal/carer's leave or compassionate leave while they are taking unpaid parental leave.

47.3. Paid parental leave associated with the birth of a child

- (a) Employees (other than Casual employees) who are eligible for unpaid parental leave associated with the birth of a child will be entitled to payment by the Company at their ordinary rate of pay for a period of eight weeks. The period of paid parental leave does not break the continuity of the period of unpaid parental leave.
- (b) The Company will also provide an entitlement to employees who are secondary care givers for paid paternity leave of up to one week. Paid parental leave is to be taken at the time of confinement of the employee who is a secondary caregiver's spouse in conjunction with any further entitlement to concurrent unpaid parental leave.
- (c) The above paid parental leave is in addition to any government paid parental leave scheme.

47.4. Notice requirements for parental leave

- (a) At least ten (10) weeks before starting parental leave associated with the birth of a child, an employee must give the Company a medical certificate from a registered medical practitioner stating that the employee, or the employee's spouse or de facto partner, is pregnant and the expected date of birth.
- (b) If it is not reasonably practicable for the employee to provide this documentation to the Company at least ten (10) weeks in advance of the intended period of leave, such as in the event of a premature birth, it must be supplied as soon as is reasonably practicable.

- (c) At least four (4) weeks before starting leave associated with the birth of a child, the employee must give the Company a statutory declaration which:
 - (i) states the employee has, or will have, a responsibility for the care of the child;
 - (ii) outlines the start and end dates of any parental leave being sought or taken by the employee's spouse or de facto partner;
 - (iii) states the period of parental leave that the employee plans to take;
 - (iv) confirms the intended start and end dates of the leave; and
 - (v) contains the employee's written agreement not to engage in any conduct inconsistent with their contract of employment during any period of parental leave, e.g. not to undertake paid work for another employer.

- (d) At least ten (10) weeks before starting parental leave associated with the placement of a child for adoption, the employee must give the Company notice of such leave specifying the intended start and end dates of the leave. Before starting such leave, the employee must give the Company a statement from an adoption agency or other appropriate body of the presumed date of placement of the child or a statement from the appropriate government authority confirming that the employee is to have custody of the child pending application of an adoption order. At least four weeks before starting parental leave, the employee must give the Company a statutory declaration which:
 - (i) states the employee has, or will have, a responsibility for the care of the child;
 - (ii) outlines the details of any parental leave being sought or taken by the employee's spouse or de facto partner;
 - (iii) states the period of parental leave the employee plans to take;
 - (iv) confirms the intended start and end dates of the leave;
 - (v) states that the child is, or will be, under 16 as at the expected day of placement of the child; and
 - (vi) contains the employee's written agreement not to engage in any conduct inconsistent with their contract of employment during any period of parental leave, e.g. not to undertake paid work for another employer.

47.5. Commencing unpaid parental leave

- (a) Where the employee is pregnant, parental leave may be commenced six (6) weeks prior to the expected date of birth of the child, but not later than the date of birth itself. If the pregnant employee wishes to work during the six weeks prior to giving birth, they will be required by the Company to provide a medical certificate stating whether they are fit for work, and if they are, whether it is inadvisable for the employee to continue in their present position due to:

- (i) illness, or risks, arising out of the employee's pregnancy; or
 - (ii) hazards connected with their position.
- (b) If the medical certificate states that the pregnant employee is unfit for work, the Company may require the pregnant employee to take a period of unpaid parental leave as soon as practicable. This leave period will be deducted from the employee's total entitlement to unpaid parental leave.
- (c) Where the medical certificate states that the pregnant employee is fit for work, but it is inadvisable for them to continue in their present position during the risk period:
- (i) if there is an appropriate safe job available - the Company will transfer the employee to that job for the risk period with the same pay and conditions of employment; or
 - (ii) if there is no appropriate safe job available - the employee is entitled to take paid no safe job leave for the risk period.
- (d) An employee taking parental leave in association with the placement of a child for adoption must start their leave on the day of placement of the child. If the placement of the child does not proceed, the employee's application for parental leave will be cancelled.
- (e) Where an employee has a spouse or de facto partner who is a not an employee (e.g. a contractor), and the spouse or de facto partner has a responsibility for the care of the child from the date of birth or day of placement until the start date of the employee's parental leave, the employee may commence their parental leave at any time within 12 months after the date of birth or day of placement.
- (f) Where an employee is a member of an employee couple, refer to subclause 47.8.

47.6. Unpaid special maternity leave

- (a) Where an employee is not fit for work due to a pregnancy-related illness or the pregnancy terminates within 28 weeks of the expected date of birth, the employee may take unpaid special maternity leave for a period advised by a registered medical practitioner. The employee's total entitlement to unpaid parental leave is not reduced by the amount of any unpaid special maternity leave that is taken. If an employee has an entitlement to paid personal/carer's leave they may take that leave instead of unpaid special maternity leave.
- (b) If the employee wishes to take unpaid special maternity leave due to a pregnancy-related illness, they must submit to the Company in advance, or as soon as is reasonably practicable, a medical certificate from a registered medical practitioner stating that the employee is pregnant and is, was, or will be unfit to work for a specified period because of a pregnancy-related illness, and the expected date of birth.
- (c) If the employee wishes to take unpaid special maternity leave due to the pregnancy terminating within 28 weeks of the expected date of birth, they

must submit to the Company in advance, or as soon as is reasonably practicable, a medical certificate from a registered medical practitioner stating that the employee was pregnant, but the pregnancy ended otherwise than by the birth of a living child, what the expected date of birth would have been if the pregnancy had gone to full term, that the pregnancy ended on a stated day within 28 weeks before the expected date of birth, and that the employee is, was, or will be unfit for work for a specified period.

47.7. Unpaid pre-adoption leave

The Company will give employees who are seeking to adopt a child up to two days of unpaid pre-adoption leave to attend any interviews or examinations that are required for the employee to obtain approval for the adoption. The employee must give the Company notice as soon as is reasonably practicable of the expected period of leave supported by evidence of the interview or examination.

47.8. Consecutive and concurrent unpaid parental leave for employee couples

- (a) The combined maximum period of parental leave available to an employee couple is 24 months.
- (b) As a general rule, if both parents intend to take a period of parental leave, it must be taken consecutively and in one continuous period. This means that the second parent must start their period of parental leave immediately after the first parent has finished. The period of parental leave that the second parent is entitled to take is reduced by any period of extended leave that the first parent has taken beyond the original 12 month period (refer to subclause 47.9).
- (c) An exception to this rule is where a couple is entitled to take a maximum period of eight (8) weeks parental leave at the same time. Concurrent leave must:
 - (i) start after the date of birth or placement of the child;
 - (ii) if taken in separate periods, each period must not be shorter than two (2) weeks; and
 - (iii) be taken within 12 months of the date of birth or placement of the child.
- (d) However, if requested by the employee, the Company may agree at its sole discretion to concurrent leave starting earlier than the date of birth or placement or to be taken in periods shorter than two (2) weeks.
- (e) Where an employee wishes to take concurrent unpaid parental leave, they must provide the Company with at least ten (10) weeks' notice prior to the expected date of birth or placement of the child. This notice should:
 - (i) be in writing; and
 - (ii) if birth associated leave - include a certificate from a medical practitioner stating the name of the employee's spouse or de facto partner, confirm the spouse or de facto partner's pregnancy and set out the expected date of birth; or

- (iii) if adoption associated leave - include a statement from an adoption agency or other appropriate body to confirm the placement of the child with the employee, the age of the child and the date the placement will occur.
- (f) If a couple take concurrent leave, the amount of unpaid parental leave that remains for each parent is reduced by the period of concurrent leave.

47.9. Extension of unpaid parental leave

- (a) If an employee on parental leave wishes to extend the period of leave for a further period of up to 12 months immediately following the end of their current period, they must make a written application to the Company at least four weeks prior to the requested commencement date.
- (b) The Company will consider requests on a case-by-case basis and will provide a written response to the employee within 21 days of receiving the request. The Company may only refuse the request on reasonable business grounds.
- (c) Where the employee is a member of an employee couple, the combined maximum period of parental leave available to the couple is 24 months. This means that the period of extension cannot exceed 12 months minus any period of parental leave (including any annual leave or long service leave that is taken during this period) or unpaid special maternity leave that the employee's spouse or de facto partner has taken (if applicable), or will have taken, before the extension starts.

47.10. Return to work after unpaid parental leave

- (a) An employee must notify the Company in writing at least four weeks prior to the expiration of parental leave of their intention to return to work or extend the period of parental leave.
- (b) Upon return to work, an employee is entitled to return:
 - (i) to the position they held immediately before commencing parental leave;
 - (ii) if they had been transferred to a "safe" position before commencing parental leave - to the position they occupied immediately before being transferred to the "safe" position; or
 - (iii) if the original position no longer exists - to an available position for which the employee is qualified and suited nearest in status and pay to the pre-parental leave position.
- (c) An employee whose period of unpaid parental leave has started can make a request to reduce the period of unpaid parental leave that they take. The request must be received by the Company at least 14 days prior to the date on which the employee is seeking to return to work. The Company may, at its sole discretion, refuse the employee's request.

47.11. Request for flexible working arrangements

- (a) Full-time and part-time employees who have completed at least 12 months continuous service with the Company, and long term casual employees, may request a change in working arrangements if:
 - (i) the employee is a parent or has the responsibility for the care of a child; and
 - (ii) the child is under school age; or
 - (iii) the child is under 18 and has a disability.
- (b) Following a period of parental leave, if an employee wishes to return to work on either reduced or flexible hours, they must make a request to the Company in writing, setting out the details of the change sought and the reasons for the change.
- (c) The Company will give the employee a written response to the request within 21 days, stating whether it has been granted or refused. The Company may refuse the request on reasonable business grounds and will include details of the reasons for the refusal in its response.
- (d) In making a decision, the Company will review its capacity to accommodate the employee's request and may consider factors such as:
 - (i) the existence of a sound business case;
 - (ii) the employee's needs, skills, experience and competencies; and
 - (iii) the potential impact on productivity and/or provision of support services to other employees.
- (e) Although flexible work hours or part time work cannot be guaranteed, efforts will be made to assist an employee to return to work from parental leave.

47.12. Unpaid parental leave and continuity of service

Absence on parental leave does not interrupt an employee's continuity of service, but entitlements such as annual leave, long service leave and personal/carer's leave do not accrue during this period. Any period of unpaid parental leave does not count towards the length of the employee's continuous service.

47.13. Replacement employees

- (a) A replacement employee may be engaged by the Company at its sole discretion on a temporary basis to replace an employee who is on parental leave.
- (b) Before the Company engages a replacement employee, the Company will inform that person of the temporary nature of the employment and of the rights of the employee who is being temporarily replaced.

48. FAMILY AND DOMESTIC VIOLENCE LEAVE

- (a) Pursuant to the NES, all Employees are entitled to ten (10) days paid Family and Domestic Violence Leave per 12-month period. The full balance of the entitlement is available to the Employee on each service anniversary date with the Company. The entitlement to paid Family and Domestic Violence Leave does not accrue progressively, an unused balance does not accumulate or carry over and any unused balance is not paid out upon termination.
- (b) Pursuant to the NES, Family and Domestic Violence Leave is paid at the full rate of pay for the leave, including relevant penalties and loadings.

49. COMMUNITY SERVICE LEAVE

- (a) Under the NES, an employee who engages in an eligible community service activity (such as jury service or a voluntary emergency management activity) is entitled to be absent from their employment for:
 - (i) the time when the employee engages in the activity;
 - (ii) reasonable travelling time associated with the activity; and/or
 - (iii) reasonable rest time immediately following the activity.
- (b) Apart from jury service, the employee's absence must be reasonable in all of the circumstances.

49.1. Paid leave for a voluntary emergency management activity

- (a) Up to five (5) days of paid leave per 12 months of continuous service is available for employees who are engaged in a 'voluntary emergency management activity' within 100 kms of their work site, pursuant to the terms of this clause.
- (b) If an employee wishes to take such leave, they must give the Company notice as soon as is reasonably practicable, stating the expected period of their absence and providing evidence in support of their application that they will be engaging in a voluntary emergency management activity.
- (c) A voluntary emergency management activity is one where:
 - (i) the activity deals with an emergency or natural disaster;
 - (ii) the employee engages in the activity on a voluntary basis;
 - (iii) the employee is a member of, or has a member-like association with, a recognised emergency management body; and
 - (iv) the body requests the employee to engage in the activity, or if no such request was made, it would be reasonable to expect that such a request would have been made if the circumstances had permitted it.
- (d) A recognised emergency management body is:

- (i) a body, or part of a body, that has a role or function under a plan that is for coping with emergencies and/or disasters, and is prepared by the Commonwealth, a State or a Territory; or
 - (ii) a fire-fighting, civil defence or rescue body, or part of such a body; or
 - (iii) any other body, or part of a body, which substantially involves securing the safety of persons or animals, protecting property, or otherwise responding to an emergency or natural disaster.
- (e) Evidence in support of the application for paid Voluntary Emergency Services Leave will be written confirmation from the recognised emergency management body that they require the employee to engage in voluntary emergency management activity in response to an emergency or natural disaster within 100kms from the work site.
 - (f) The five (5) days paid leave is paid on an employee's base rate of pay for the length of shifts they would have worked, had they been at work.
 - (g) This leave is not accrued year to year and is not paid out on termination.

49.2. Jury service

- (a) An employee (excluding Casuals) required to attend for jury service during their ordinary working hours will be reimbursed by the Company an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount of wage they would have received in respect of the ordinary time they would have worked had they not been on jury service. An employee will notify the Company as soon as possible of the date upon which they are required to attend for jury service.
- (b) Further the employee will give the Company proof of their attendance, the duration of such attendance and the amount received in respect of such jury service.

50. BLOOD DONORS

- (a) A weekly employee who attends a recognised clinic for the purpose of donating blood during working hours will (subject to normal manning requirements) be allowed the necessary leave of absence without loss of pay on not more than four occasions in each twelve months. Provided an employee will not be entitled to payment with respect to time lost in excess of two hours on each occasion.
- (b) An employee will notify the Company as soon as possible of the time and date upon which they are intending to be absent for the purpose of donating blood.

51. UNION TRAINING LEAVE

- (a) Entitlement to Union Training leave will be calculated on the basis of seven (7) days per financial year per delegate based on the ratios of delegates set out in clause 51 (d)-(v) of this Agreement or as otherwise agreed with the Company. The leave shall be pooled between delegates at each site, provided that no single delegate takes more than ten (10) days paid training leave, in a financial year. Requests for further release of delegates to attend

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

- (i) The initial delegates training of four days shall not count towards the seven (7) day limit set out in this clause.
- (b) The application for such leave will 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 will be subject to the employee or the Union giving not less than 14 days' notice of the leave or such lesser period of notice as may be agreed by the Company. This may be less by mutual agreement.
- (d) The number of delegates entitled to access leave under this provision will be as follows or as otherwise agreed with the Company:
 - (i) At a Site where the Company engages more than thirty but not more than fifty workers covered under this Agreement two (2) delegates may be granted leave.
 - (ii) At a Site where the Company engages more than fifty but not more than one hundred workers covered under this Agreement three delegates may be granted leave.
 - (iii) At a Site where the Company engages more than one hundred employees covered under this Agreement four delegates may be granted leave.
 - (iv) At a Site where the Company engages more than two hundred (200) workers covered by this Agreement discussion will be held on-site between the Union and site management to determine whether there is a need for more than four (4) delegates to have access to leave under this provision.
- (e) Leave of absence granted pursuant to this clause, will count as service for all purposes of this Agreement.
- (f) Each employee on leave approved in accordance with this clause, will 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. In the event a Union delegate attends Union training on a day that they are not rostered to work, they will be paid eight (8) hours at the base rate of pay.
- (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 will 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 43 - 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 will be substituted in lieu.

52. LONG SERVICE LEAVE

- (a) The Company agrees that all employees, including Casual employees, are entitled to physically take their accrued long service leave after seven (7) continuous years of service with the Company based on a direct proportion of the employee's entitlement to long service leave pursuant to the *Long Service Leave Act 2018* (Vic). Employees are entitled to thirteen weeks (13) for fifteen (15) years continuous service with the Company and 4.33 weeks for each period of 5 years of continuous service with the Company after the first 15 years of continuous service. Entitlement to long service leave after ten (10) years will be 8.66 weeks (13 weeks x 10/15).
- (b) Effective from the first full pay period commencing on or after 18 December 2001, the Company has agreed to prospectively increase all eligible employees long service accrual rates to 1.3 weeks per completed year of continuous service (currently 0.8666 weeks per year of service).
- (c) Long service leave will be paid a loading applicable to the shift immediately prior to taking leave and upon separation of employment.

PART 7 - COMPLIANCE AND OTHER MATTERS

53. TIME BOOK OR OTHER RECORD

- (a) Every employee will record daily their correct times of beginning and ending work in a book, or on timecards, or by a mechanical or electronic contrivance, which will be furnished by the Company.
- (b) An accredited representative of the United Workers Union will have access to the records of times recorded by employees and wages paid, provided that such inspection is made between the hours of 8a.m. and 4.30p.m. on a working day by appointment with the respective Site Manager.

54. NOTICE BOARD

The Company will supply and erect a notice board in a suitable prominent location (for example the lunchroom) at the site for the purpose of posting any notice in connection with this Agreement or other matters related to the employment of the employees which the Union may require to have posted. Irrelevant or unsuitable notices will not be permitted to be so posted.

55. COMPLIANCE RELATED ISSUES

In order to facilitate the operation of and for the process of clauses 11 and 13 the Company will upon written request supply to the Union a list of the names, work areas, and classifications of the employees whose employment is covered

by this Agreement. The Company is not required to supply this list more frequently than once every three months.

56. REPRESENTATION AND COMMUNICATION WITH EMPLOYEES

- (a) 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.
- (b) 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*.

57. UNION DELEGATES

- (a) The Company recognises the Union delegates who are elected by the employees as the on-site representatives of the Union. Union delegates' will be allowed, subject to prior notification to their supervisor, reasonable paid time to conduct legitimate on-site Union business with workers whom they represent including collection of information from workers. Union delegates will have reasonable access to a telephone, internet and photocopier.
- (b) The Company recognises the role that the Union and on site delegates have in the safe and suitable return to work of workers who have been absent for reasons relating to injuries sustained at work. The Union will elect at least two (2) return to work (RTW) delegates per site who will be recognised by the Company. Where an employee advises the Company that they wish to make a Workcover or income protection claim, the Company will advise the employee of their right to have a delegate present, and as requested by that Employee will involve the delegate in matters relating to that employee's return to work.
- (c) In addition, Union delegates will be allowed reasonable time off the site on Union business without loss of ordinary pay by prior agreement with the Company. This agreement will not be unreasonably withheld provided the Company will be entitled to reasonable notice and the subject of the matter is relevant to the workgroup the delegate represents.
- (d) All Union Delegates will be notified by email as soon as the company becomes aware that a new employee(s) will be attending the site for an induction. After finding out which delegates are on site, the company will ring and speak to at least one delegate to confirm attendance at the induction. At least one delegate will be afforded the necessary time to attend the induction session to explain and introduce this Agreement. To facilitate this process delegates will also be supplied with written information about each new employee which will include their name, workplace location and shift.

- (e) Subject to prior approval of the Company, a Union delegate will 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 belongs on legitimate Union business relevant to the Company.
- (f) 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 will be entitled to reasonable notice of any such meeting and the subject matter is relevant to the Company.

57.1. Additional on-site meetings

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 will be paid a minimum of two (2) hours ordinary time. A request for such meetings will not be unreasonably refused.

57.2. Paid mass meetings

- (a) Employees shall be allowed, without loss of pay, to attend up to four (4) mass meetings per calendar year that are organised and conducted by a delegate and or an Official of the United Workers Union. These meetings shall be held at a mutually convenient time within rostered hours with a minimum of seven (7) days' notice and shall be no greater than one (1) hour in duration without mutual agreement. This cap on mass meetings will not apply to meetings held for the purposes of bargaining a new Agreement.
- (b) This clause is in addition to other Union entitlements under the Agreement and does not limit any other right of a delegate, member or Official of the Union contained in this Agreement or legislation.

58. DESIGNATED WORK GROUPS AND HEALTH AND SAFETY REPRESENTATIVES

- (a) The parties will work cooperatively to ensure that DWGs are established and maintained and that the election of Health and Safety Representatives (**HSRs**) are conducted in a timely manner. To monitor the maintenance of DWGs a central register will be established detailing:
 - (i) A description of each DWG by site and manner of grouping
 - (ii) The name of each HSR and their contact details (mobile and email)
 - (iii) The date each HSR was elected
 - (iv) A description of the training received and the dates of attendance
 - (v) The name and contact detail of the nominated Employer representative responsible for each DWG

A copy of the updated register will be provided to the Union periodically upon request but no more frequently than quarterly in electronic format.

- (b) The Union will be notified of vacancies for HSRs in all DWGs that include workers covered by this Agreement. Elections of HSRs will be conducted in accordance with the *Occupational Health and Safety Act 2004* (Vic).

59. COPY OF AGREEMENT

Copies of this Agreement will be made available to employees, by the Company, upon request.

60. INCOME PROTECTION INSURANCE

The Company agrees to provide the administration and payroll deductions for employees who choose to participate in Income protection insurance provided by IFS Insurance Broking. The parties agree that such insurance is self-funded by the employees who participate and the Company is not responsible for any costs beyond the administration support expenses.

61. INTEGRATED LOGISTICS CENTRE (ILC) ENTITLEMENTS

In recognition of agreed working practices at the ILC, the following subclauses will apply. The Company does not accept this as a precedence to any other site covered by this Agreement.

(a) Meal Breaks

Notwithstanding clause 37 the Company recognises the agreed working practices at the ILC regarding meal breaks and will continue to apply a 30-minute paid meal break as part of the 8-hour shift arrangements and 60-minutes paid meal break as part of the 12-hour shift arrangements worked on site

(b) UWW Picnic Day

The Company will recognise the UWW Picnic Day as an additional public holiday. Those Employees who work on the day of the annual UWW picnic day will be paid at the rate of double time and a half for the work they perform on that day.

(c) Annual Leave Loading

When an employee (other than a shift worker) proceeds on annual leave they will receive a loading of 22.5 percent (%) calculated on the appropriate rate of wage prescribed in this Agreement for the period of leave. Provided that in the case of a shift worker, whose shift allowance as prescribed by clause 29 of this Agreement, and/or extra rates for Saturday and Sunday work according to roster or projected roster entitles them to a greater amount than the 22.5 percent loading, then the shift allowance and/or extra rates for Saturday and Sunday will be added to the employee's ordinary pay in lieu of the annual leave loading.

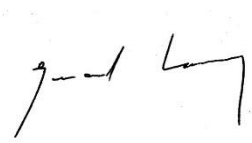
(d) Annual Leave Accruals

ILC employees currently receiving the five (5) weeks annual leave accrual would be red circled and would continue to accrue AL at this rate.

ILC employees currently not accruing the five (5) weeks AL will commence to accrue this entitlement from the date this Agreement is lodged with the Fair Work Commission.

Any new employees that commence at the ILC after 1 October 2018 will accrue AL as per their applicable shift pattern in accordance with this Agreement.

62. SIGNATORIES



**Gerard Lourey
DIRECTOR OPERATIONS**

DATE: 15/12/2023

**SAPUTO DAIRY AUSTRALIA PTY LTD
Level 14, 28 Southbank Boulevard, Southbank VIC 3006**

NAME:

DATE:

ROLE:

**UNITED WORKERS UNION
833 Bourke Street, Docklands VIC 3008**

SCHEDULE A - CONDITIONS OF ENGAGEMENT ON TWELVE HOUR SHIFTS

PART 1 – 24/7 coverage

(a) Preamble

- (i) Where it is established that work is required on a continuing 24 hour, seven (7) day per week basis, the following conditions will be followed.
- (ii) The introduction of a 12 hour shift roster is subject to endorsement by the majority of employees concerned. Employees unable to work 12 hour shifts will, wherever possible, be offered alternative suitable employment.

(b) General Conditions

- (i) Employees will work a 12 hour shift system over an eight (8) week cycle consisting of a total of 336 hours (28) shifts. An indicative roster is set out below:

12 hour, 4 day 8 week roster - starting with day shift								
	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Hours worked
Week 1	X	X	D	D	N	N	X	48
Week 2	X	X	X	D	D	N	N	48
Week 3	X	X	X	X	D	D	N	36
Week 4	N	X	X	X	X	D	D	36
Week 5	N	N	X	X	X	X	D	36
Week 6	D	N	N	X	X	X	X	36
Week 7	D	D	N	N	X	X	X	48
Week 8	X	D	D	N	N	X	X	48

- (ii) The shift allowance in Clause 29(b) will apply on Monday to Friday shifts. This shift allowance will increase in accordance with the general wage increases contained in this Agreement under clause 18.
- (iii) Where an employee works four (4) shifts in a pay week (Sunday to Saturday), the second shift will be paid at penalty rates as set out below:
 - a. Time and a half for the first two (2) hours of work; and
 - b. Double time thereafter.

No shift allowance will apply to such shifts.

Penalty rates of time and a half for Saturday shifts and double time for Sunday shifts will be paid. Shifts will be determined by their commencement time, however where particular sites have an existing alternative arrangement whereby shifts are determined by their finishing time, such alternative arrangements will continue to apply.

For the avoidance of doubt, where the above second shift that is paid at penalty rates falls on a public holiday, and is worked, the payment for work on that shift will be as follows:

a. 12 hours x public holiday rate + 12 hours x ordinary time

(iv) Public holidays will be paid in accordance with clause 41 of this Agreement.

No shift allowance will apply to public holidays.

(v) Wages may be averaged on a departmental basis subject to the full consent of all employees concerned and the site manager.

(vi) Personal leave will be as if on roster: i.e. each personal day will attract 12 hours pay at single time only.

Personal leave entitlements will be:

a. Ten (10) days as stated in the NES.

(vii) Work on a non - rostered day will be paid at the rate of time and half for the first two hours and double time thereafter.

No shift allowance will be paid in respect of such work.

(viii) Absenteeism will be covered by employees not rostered by mutual consent provided that a relieving employee has had at least a ten hour rest period between shifts.

Relieving shift will be paid at the rate of double time, with a minimum payment for four (4) hours work.

(ix) Annual leave will accrue at the rate of five (5) weeks (190 hours) per year on a pro rata basis. An annual leave loading of 34.2% will be paid to all annual leave hours taken. Where annual leave is taken penalty rates will not be applicable.

(x) In the event of other authorised leave (e.g. compassionate leave) the employee will be paid for the rostered number of hours at single time only.

(xi) All employees who work a 12 hour shift will be entitled to at least 60 minutes of paid meal/rest breaks at times to be mutually agreed at each site.

The Company may stagger breaks to meet operational requirements.

(xii) An employee required to remain at their work station during a break will attract a 'crib' allowance of time and half. Only under exceptional circumstances should an employee perform more than 12 hours work in one shift.

Where overtime is worked, it will be for a maximum of two (2) additional hours and will be paid at the rate of double time. If additional hours are worked on a Sunday or public holiday, the rate will be double time and a half. In these circumstances, employees will also receive a meal allowance as prescribed under clause 20.9 of the Agreement.

Employees required to work overtime will receive an additional meal allowance as prescribed in the Award.

- (xiii) Where an employee is notified of the requirement to work overtime on a day in which they are normally rostered off and the need to work overtime is cancelled:
 - a. Where at least seven days clear notice of the cancellation is given to the employee then no penalty will apply.
 - b. Where less than seven days clear notice of the cancellation is given to the employee, then the employee will receive the appropriate penalty rates if they elect to work and no penalty if they prefer not to work.

PART 2 – 24/5 coverage

(a) Preamble

Where a 12 hour shift option is implemented as an alternative to the Monday to Friday (24/5) eight hour shift arrangements, with the endorsement by the majority of employees concerned the following has been applied.

(b) General Conditions

- (i) Employees will work a 12 hour 6 minute shift system over a three week cycle consisting of a total of 10 shifts (121 hours) during Monday to Friday.
- (ii) The parties have agreed that to accrue RDO hours, employees will be clocked on and at their workstations by 5.54a.m. for the day shift and 5.54 pm for the night shift to allow for the effective handover of the operations.
- (iii) Each shift includes a 30 minute (0.5 hour) unpaid meal break.
- (iv) Paid time per shift will be 11 hours 24 minutes (114 ordinary hours per 3 week cycle), with 12 minutes per shift banked toward a Rostered Day off (RDO).
- (v) Hours are averaged over the three (3) week shift cycle, there is no pay averaging.

Week 1: Paid 3 shifts x 11.4 hrs = 34.2 hrs + 3 x shift allowance + 36 minutes RDO accrual

Week 2: Paid 3 shifts x 11.4 hrs = 34.2 hrs + 3 x shift allowance + 36 minutes RDO accrual

Week 3: Paid 4 shifts x 11.4 hrs = 45.6 hrs + 3 x shift allowance + payment of penalty 1.5 for hours worked after midnight on the Friday + 48 mins RDO accrual

3 week cycle: 114 hrs + 9 x shift allowance + 2 hours RDO accrual

- (vi) Shift allowance is paid in accordance with clause 34(b) 'Averaging of Shift Allowance'.
- (vii) Leave when taken (annual leave, personal leave and long service leave) will be paid as per shift, 11.4 hours.
- (viii) Public holidays will be paid in accordance with clause 41 of this Agreement. No shift allowance will apply to public holidays.
- (ix) Overtime is paid in accordance with clause 39.1 of this Agreement.

PART 3 – 24/5 coverage effective from 07 July 2024

(a) Preamble

Where a 12 hour shift option is implemented as an alternative to the Monday to Friday (24/5) eight hour shift arrangements, with the endorsement by the majority of employees concerned the following will be applied from 07 July 2024.

(b) General Conditions

- (i) Employees will work a 12 hour shift system over a three (3) week cycle consisting of a total of 10 shifts (120 hours) during Monday to Friday.
- (ii) Each shift includes a 30 minute meal break, as follows:
 - a. 10 minutes unpaid; and
 - b. 20 minutes banked to RDO hours.
- (iii) Therefore, paid time per shift will be 11 hours 30 minutes (115 ordinary hours per 3 week cycle).
- (iv) Hours are averaged over the three (3) week shift cycle, there is no pay averaging.

Week 1: Paid 3 shifts x 11.5 hrs = 34.5 hrs + 3 x shift allowance + 60 minutes RDO accrual
Week 2: Paid 3 shifts x 11.5 hrs = 34.5 hrs + 3 x shift allowance + 60 minutes RDO accrual
Week 3: Paid 4 shifts x 11.5 hrs = 46 hrs + 3 x shift allowance + payment of penalty 1.5 for hours worked after midnight on the Friday + 80 mins RDO accrual

3 week cycle: 115 hrs + 9 x shift allowance + 3 hours 20 minutes RDO accrual

- (v) Shift allowance is paid in accordance with clause 34(b), 'Averaging of Shift Allowance'.
- (vi) Leave when taken (annual leave, personal leave and long service leave) will be paid as per shift, 11.5 hours.
- (vii) Public holidays will be paid in accordance with clause 41 of this Agreement. No shift allowance will apply to public holidays.
- (viii) Overtime is paid in accordance with clause 39.1 of this Agreement.

SCHEDULE B – USE OF SECURITY CAMERAS ONSITE

(a) Use of cameras

The purpose of installing cameras is twofold:

(i) Employee Safety

In order to enhance employee safety and maintain a safe workplace in line with occupational health and safety requirements.

(ii) Food Safety and Security

To minimise stock loss and avoid adverse food safety outcomes.

(b) Where cameras will be installed

In locations to cover the passage of people, equipment and stock and other locations consistent with the purpose outlined above.

(c) Areas where cameras will never be installed

The Company will never install cameras in toilets showers, change rooms or locker rooms.

(d) Ethical and legal use of cameras

Cameras will be used in an ethical and legal manner

The Company will not knowingly use cameras to record or observe employees' private activities

No listening devices such as microphones will be used

The Company is committed to using cameras for employee safety and improving stock security – live camera observations are not intended for the purpose of employee disciplinary processes.

(e) Signage

Appropriate signage will be placed to clearly identify where cameras are located.

(f) Dispute Resolution

Any dispute between the Company and an employee will be resolved by reference to the Disputes Procedure of this Agreement.

SCHEDULE C – WAGE LEVELS AND CLASSIFICATION STRUCTURE PER SITE

CLASSIFICATION STRUCTURE - COBRAM				
Department	Position	Classification Level	New progression criteria for multiskilled operators or additional comments	
Bulk	Cheese Assistant	2		
	Packaging	2		
	Factory Support	3		
	Cooker	3	Competent in any 2 x Level 3 = Level 4	
	Cheesemaker	3		
	Cheese Packaging	3		
	ACM operator	3		
	Milk room	3		
	Leading Hand	5		
	6	Senior Operator Team Leader or backfilling 2IC position		
Chemical Yard	Chemical Yard & Farm Operator	3		
Nutritionals - Process	Bin Fill	1		
	Bin Store	2		
	Debagging	2		
	Evaporator	3	Competent in all 3x Level 3 = Level 4	
	Dryer	3		
	Standardiser	3		
	Leading Hand	5		
Nutritionals - Packaging	Hygienist	1		
	Inspection	1		
	Supply Room	2		
	Bin Tip	2	Competent in any 3x Level 2 = Level 3	
	Bagging	2		
	Seaming	2		
	Filler	2		
		Warehouse (casepacker)	2	Competent in all 3x Level 2 = Level 3
		Clerk	2	
		S&D	3	
	Leading Hand	5		
Quality	Clearance	3		
	Laboratory	3		
Retail	Multivac	1	Competent in 3 x Level 1 = Level 2	
	Debagger	1		
	Offcuts	1		
		Clamshell Loader	2	
		Webber Slicer	2	Option 1: Competent in 3 x Level 2 (Webber Slicer, Alpma Block cutter & Bagger retail or foodservice) = Level 3
		Alpma Block cutter	2	
		Bagger (retail or foodservice)	2	
		Flow wrapper (slices or portions)	2	
		Case packer	2	Option 2: Competent in 3 x Level 2 (Bagger retail or foodservice, Flow wrapper slices or portions & Case packer) = Level 3
		Transit	2	Option 3: Competent in 4 x Level 2 (Case packer, Transit, Inbound & Outbound) = Level 3
		Inbound	2	
		Outbound	2	
		Leading Hand	5	
Storage & Distribution	Clerk	2		
	Forklift Driver	3		
	Leading Hand	5		
Whey	Powder Packing	2		
	Salty Whey	2	Competent in Salty Whey & Thermaliser = Level 3	
	Thermaliser (on own)	2		
	DCP (on own)	3	Competent in any 3x Level 3 = Level 4	
	Lactose	3		
	Whey room	3		
APV	3			

CLASSIFICATION STRUCTURE - ILC

Department	Position	Classification Level	Progression criteria or additional comments
Distribution Facility Employee	A distribution facility employee is an employee who is employed at the Integrated Logistics Centre (ILC), Laverton and who performs the following tasks / duties. It is the intention of the parties that there will be a pathway to allow all employees at the ILC to attain competence at level 4.		
	Distribution Facility Employee	5	Leading hand is an employee appointed by the Company who while working under directions of management gives instructions to/or is responsible for the work done by other employees.
	Distribution Facility Employee	4	Employee undertakes a more experienced function involving responsibility and accountability to the enterprise. <u>(a) Skills / Duties</u> (i) Works in a team environment supporting as a team. (ii) All duties performed undertakes the Chain of Responsibility (CoR) (iii) Demonstrates proficient knowledge for working in 3 or more nominated areas on site (Chiller, Powder, UHT, HD and Dr6) and is willing to gain competence in all nominated areas as needed. (iv) Is willing to undertake a "buddy" instruction role. (v) Understand and implement quality control techniques and in the course of their work may make contributions to the diagnosis of quality variations; and/or recommend adjustments to maintain quality standards. (vi) Has detailed understanding of the required processes and procedures for managing the receipt and dispatching of all types of product managed on sites (vii) Indicative of the tasks which an employee at this level may perform are the following: a. Preparation and receipt of appropriate documentation including liaison with suppliers. b. As a buddy operator able to sign off as competent levels 1-3 operators across the skills expected at each level.
	Distribution Facility Employee	3	Employee works under general supervision and undertakes a range of specific tasks which involve an increased level of skill from Level 2 and works within established routines, methods and procedures. <u>(a) Skills / Duties</u> (i) Works in a team environment under general supervision. (ii) All duties performed undertakes the Chain of Responsibility (CoR). (iv) Indicative of the tasks which an employee at this level may perform are the following: a. Be required to apply quality control / assurance techniques to their work group or team. <u>(b) Progression Criteria</u> An employee remains at this level until they are assessed as proficient in at least 3 of the nominated areas of the site (Chiller, Powder, UHT, HD and Dr6). The Company must commence training in additional skills required to advance the employee to a higher skill level. An employee engaged at Level 3 will be assessed within 12 months of being moved to level 3 for progression to Level 4. In the event an employee is assessed as not yet competent the employee and Company will agree to a training plan and new assessment date to enable the employee to advance to the next level.
	Distribution Facility Employee	2	Employee works under routine supervision and undertakes a range of specific tasks which involve an increased level of skill from Level 1. <u>(a) Skills / Duties</u> (i) Works in a team environment under general supervision. (ii) All duties performed undertakes the Chain of Responsibility (CoR). (iii) Can identify when situations require to be escalated to a supervisor. (iv) Indicative of the tasks which an employee at this level may perform are the following: a. Confident use of data management systems, e.g. operation of VMU device b. Record basic information on quality indicators as required. c. Identify and rectify minor quality issues, and report problems that cannot be rectified to their supervisor. d. Filling and loading containers by forklift. <u>(b) Progression Criteria</u> An employee remains at this level until they are assessed as proficient in at least one of the nominated areas of the site (Chiller, Powder, UHT, HD and Dr6). The Company must commence training in additional skills required to advance the employee to a higher skill level. An employee engaged at Level 2 will be assessed within 6 months of being moved to level 2 for progression to Level 3. In the event an employee is assessed as not yet competent the employee and Company will agree to a training plan and new assessment date to enable the employee to advance to the next level.
Distribution Facility Employee	1	Employee works under direct supervision, performs routine duties and receives detailed instructions. <u>(a) Skills / Duties</u> (i) Works in a team environment under routine supervision. (ii) Performs quality and food safety checks and report back to leaders. (iii) Indicative of the tasks which an employee at this level may perform are the following: a. Competent handling and stacking of identified products and materials in accordance with the appropriate procedures and regulations. b. Allocating and retrieving goods from specific warehouse areas; c. General housekeeping; and d. Licensed operation of all appropriate materials handling equipment (e.g. forklift). <u>(b) Progression Criteria</u> The Company must commence training in additional skills required to advance to a higher skill level. A new employee engaged at Level 1 will be assessed within 6 months of commencing employment for progression to Level 2. In the event an employee is assessed as not yet competent the employee and Company will agree to a training plan and new assessment date to enable the employee to advance to the next level.	

CLASSIFICATION STRUCTURE - KIEWA

Department	Position	Classification Level	New progression criteria for multiskilled operators or additional comments
Cream Cheese	RML	1	Competent in 2x Level 1 & 1x Level 2 = Level 2
	Hand Packing	1	
	Rovema	2	Competent in any 3x Level 2 & 1x Level 1 = Level 3
	Rapak	2	
	Onpak	2	
	Eurotech	2	
	Laboratory	3	
	S&D Clerk	2	
	Palletiser Operator	3	Competent in SAP end to end from raw material in to finished goods out = Level 4
	Graders	3	
	S&D Forklift Operator	3	
	Truck loader	3	
	Store person (W/house Team Leader)	5	Team Leader function across both Warehouses = Level 6
	Process Technician (Cream Cheese)	4	Competent in Separator Operation
Senior Processing Technician	5	Competent as Process Technician (Cream Cheese) + Milk Receivals or Process Technician (Yoghurt)	
Leading Hand	5		
Yoghurt - Fill & Pack	Stacker	1	
	ERCA	2	Competent in 3x Level 2 & Level 1 = Level 3
	ARCIL	2	
	ERMI	2	
	TREPKO	2	Competent in 5x Level 2 & Level 1 = Level 4
	GUALA	2	
	Leading Hand	5	Line Leader
Yoghurt - Process	Senior Processing Technician	5	Competent as Process Technician (Yoghurt) + Milk Receivals or Process Technician (Cream Cheese)
	Process Technician (Yoghurt)	4	
	Leading Hand (Process 1)	5	
Yoghurt - Quality	Leading Hand	5	
	Laboratory	3	
Yoghurt - Storage & Distribution	Palletiser Operator (1)	3	Competent in SAP end to end from raw material in to finished goods out = Level 4
	Palletiser Operator (2)	3	
	Raw Goods Operator	3	
	Inbound	3	
	Leading Hand	5	

CLASSIFICATION STRUCTURE - LEONGATHA

Department	Position	Classification Level	New progression criteria for multiskilled operators or additional comments
Butter	Tubs Packer	1	
	Tubs Operator	2	Competent in 3x Level 2 = Level 3
	Print Operator	2	
	Bulk Operator	2	
	Butter Maker	4	Point of entry is competency in Tubs, Print & Bulk
	Cold Store/Warehouse/Box Person	3	
	Leading Hand	5	
Ingredients / Environment	Liquid Movement	1	
	CTU Operator	2	
	SAPAC Bagger / Forklift	2	
	Lactoferrin Packer	2	
	Dryer Operator	3	
	Membrane Operator	3	
	Lactoferrin Operator (1)	3	
	Lactoferrin Operator (2) (Process Tech)	4	Competency in Lactoferrin Operator (1) & signed off in Pharmaceutical process
	Separator Operator (Snr Process Tech)	5	Point of entry is competency in Liquid Movements, CTU & Membranes
Team Leader	6	Team Leader or backfilling 2IC position	
Quality	Laboratory	3	
Storage & Distribution	S&D Chemicals & Postman	3	
	S&D Forklift Operator	3	
	S&D Leading Hand	5	
UHT	Packer 200MI	1	Competent in any 2x Level 1 = Level 2
	Packer High Speed 1LSQ	1	
	Packer Slim	1	
	Packer 2L	1	
	Packer SQ slow	1	
	Operator 200MI	2	Competent in any 3x Level 2 = Level 3
	Operator High Speed 1LSQ	2	
	Operator Slim	2	
	Operator 2L	2	
	Operator TBA8	2	
	Pack Crusher	2	Competency in Pack Crusher & Mix and Prep = Level 4
	Mix and Prep	4	Point of Entry is competency in Pack Crusher
	Steriliser (Snr Process Tech)	5	Point of entry is competency in Pack Crusher and Mix & Prep
	Warehouse Forklift	3	
Warehouse Leading Hand	5		
Team Leader	6	Team Leader or backfilling 2IC position	

SCHEDULE D – SHIFT ROSTER INFORMATION PER SITE

Roster Name	Cobram – Chemical Yard								
Preamble	Four on, four off day shift – 38-hour week average.								
General Conditions	Employees work a 304-hour shift system over an 8-week cycle consisting of a total of 28 shifts.								
An Indicative Roster		Sun	Mon	Tue	Wed	Thur	Fri	Sat	Hours worked
	Wk 1	0600 1630	0600 1630	0600 1630	0600 1630				40
	Wk 2		0600 1630	0600 1630	0600 1630	0600 1630			40
	Wk 3			0600 1630	0600 1630	0600 1630	0600 1630	0600 1630	40
	Wk 4				0600 1630	0600 1630	0600 1630	0600 1630	40
	Wk 5					0600 1800	0600 1800	0600 1800	36
	Wk 6	0600 1800					0600 1800	0600 1800	36
	Wk 7	0600 1800	0600 1800					0600 1800	36
	Wk 8	0600 1800	0600 1800	0600 1800					36
Rules applied to the shift	Overtime 200% on rostered days, 150% first 2 hours than 200% on non-rostered days.								
	Penalty Rates Saturday = 150% on rostered days, 150% first 2 hours than 200% on non-rostered days. Sunday = 200%.								
	Public Holidays per clause 41.								
	Personal leave per clause 43.								
	Shift allowance paid on weekdays excluding PHs and OT days.								
	Leave 5 weeks Annual Leave plus 34.2% leave loading (where leave is taken, penalty rates will not apply).								
	TOIL per clause 39.3.								
	Accumulated hrs per clause 28.								

Roster Name	Cobram – Nutritionals 10hr								
General Conditions	Employees work a 10-hour shift system over a 1-week cycle consisting of a total of 4 shifts.								
An Indicative Roster		Sun	Mon	Tue	Wed	Thur	Fri	Sat	Hours worked
	Wk 1		0600 1630	0600 1630	0600 1630	0600 1630			40
Rules applied to the shift	Overtime 150% for first two hours, 200% for rest of shift.								
	Public Holidays per clause 41.								
	Personal leave per clause 43.								
	Shift allowance paid on weekdays excluding PHs and OT days.								
	Leave 4 weeks Annual Leave plus 17.5% leave loading.								
	TOIL per clause 39.3. Accumulated hrs earned at 2 hrs per week.								
Any other notes	Occasionally, a second shift will be required. The second shift will work 4x night shifts 1615 – 0245 (Monday – Thursday).								

Roster Name	Cobram – Nutritionals 24/7								
General Conditions	Employees work a 12-hour shift system over an 8-week cycle consisting of a total of 28 shifts.								
An Indicative Roster		Sun	Mon	Tue	Wed	Thur	Fri	Sat	Hours worked
	Wk 1			0600 1800	0600 1800	0600 1800	0600 1800		48
	Wk 2				1800 0600	1800 0600	1800 0600	1800 0600	48
	Wk 3					0600 1800	0600 1800	0600 1800	36
	Wk 4	0600 1800					1800 0600	1800 0600	36
	Wk 5	1800 0600	1800 0600					0600 1800	36
	Wk 6	0600 1800	0600 1800	0600 1800					36
	Wk 7	1800 0600	1800 0600	1800 0600	1800 0600				48
	Wk 8		0600 1800	0600 1800	0600 1800	0600 1800	0600 1800		48
Rules applied to the shift	Overtime per clause 39.1(b).								
	Penalty Rates 150% on Saturday, 200% on Sunday.								
	Public Holidays per clause 40.								
	Personal leave per clause 43.								
	Shift allowance on all non-penalty days. Not applicable to Public Holidays or Overtime.								
	Leave 5 weeks Annual Leave plus 34.2% leave loading (where leave is taken, penalty rates will not apply).								
	TOIL per clause 39.3.								
	Accumulated hrs per clause 28.								
Any other notes	Where an employee works 4 shifts in a pay week, the second shift will be paid at penalty rates as per; 150% for the first 2 hours and 200% for the rest of the shift.								
	If additional hours are worked on a Sunday or Public Holiday, the overtime rate will be 250%.								

Roster Name	Cobram – Lab								
Preamble	Three 10 hour shifts and one 8-hour shift per week – 38 hour week averaged over a 5 week cycle.								
General Conditions	Employees work 38 hours per week and get paid 38 hours normal – no hours banked to ACC hours.								
An Indicative Roster		Sun	Mon	Tue	Wed	Thur	Fri	Sat	Hours worked
	Wk 1	0600 1430	0600 1630			0600 1630	0600 1630		38
	Wk 2		0600 1630	0600 1630	0600 1630			0600 1430	38
	Wk 3	0600 1430	0600 1630			0600 1630	0600 1630		38
	Wk 4			0600 1630	0600 1630	0600 1630	0600 1430		38
	Wk 5		0600 1630	0600 1630	0600 1630			0600 1430	38
Rules applied to the shift	Overtime 200% on rostered days, 150% first 2 hours than 200% on non-rostered days.								
	Penalty Rates Saturday = 150% on rostered days, 150% first 2 hours than 200% on non-rostered days. Sunday = 200%.								
	Public Holidays per clause 41.								
	Personal leave per clause 43.								
	Shift allowance paid on weekdays excluding PHs and OT days.								
	Leave 5 weeks Annual Leave plus 34.2% leave loading (where leave is taken, penalty rates will not apply).								
	TOIL per clause 39.3. Accumulated hrs per clause 28.								

Roster Name	ILC Laverton – Afternoon + Day								
General Conditions	Employees work five on, five off shift – 38-hour week.								
An Indicative Roster	Day Shift Afternoon Shift								
		Sun	Mon	Tue	Wed	Thur	Fri	Sat	Hours worked
	Wk 1		0600 1400 1400 2200	0600 1400 1400 2200	0600 1400 1400 2200	0600 1400 1400 2200	0600 1400 1400 2200		38
Rules applied to the shift	Overtime 150% first 2 hours than 200% thereafter. Meal allowance after 9 hours (continuous) on overtime and rostered days as per clause 20.9(a).								
	Penalty Rates Saturday = 150% first 2 hours than 200% thereafter. Sunday = 200% throughout.								
	Public Holidays per clause 41.								
	Personal leave per clause 43.								
	Shift allowance per clause 29.								
	Leave per Clause 43 and per site guidelines.								
	TOIL per clause 39.3.								
Any other notes	Work 40-hour week, paid as 38 hours, banking 2 hours for RDO with paid lunch breaks. Banked 0.4 hour per shift.								

Roster Name	ILC Laverton – Night Shift One								
General Conditions	Employees work five weekdays on, off weekends.								
An Indicative Roster		Sun	Mon	Tue	Wed	Thur	Fri	Sat	Hours worked
	Wk 1	2200	0600 2200	0600 2200	0600 2200	0600 2200	0600		38
Rules applied to the shift	Overtime 150% first 2 hours than 200% thereafter. Meal allowance after 9 hours (continuous) on overtime and rostered days as per clause 20.9(a).								
	Penalty Rates Saturday = 150% first 2 hours than 200% thereafter. Sunday = 200% throughout. Sunday night no penalty (apply clock out date which is classified as Monday shift).								
	Public Holidays per clause 41.								
	Personal leave per clause 43.								
	Shift allowance per clause 29.								
	Leave per Clause 46 and per site guidelines.								
	TOIL per clause 39.3.								
Any other notes	Work 40-hour week, paid as 38 hours, banking 2 hours for RDO with paid lunch breaks. Banked 0.4 hour per shift. The end day at End of shift is classified as that day. e.g., start shift on Mon 2200 and shift ends Tue 0600 is classified as Tuesday.								

Roster Name	ILC Laverton – Night Shift Two								
General Conditions	Employees work four weekdays one weekend on, following two days off.								
An Indicative Roster		Sun	Mon	Tue	Wed	Thur	Fri	Sat	Hours worked
	Wk 1		2200	0600 2200	0600 2200	0600 2200	0600 2200	0600	38
Rules applied to the shift	Overtime 150% first 2 hours than 200% thereafter. Meal allowance after 9 hours (continuous) on overtime and rostered days as per clause 20.9(a).								
	Penalty Rates Friday night 150% whole 8 hours through to Saturday morning (clock out date). Saturday = 150% first 2 hours than 200% thereafter. Sunday = 200% throughout.								
	Public Holidays per clause 41.								
	Personal leave per clause 43.								
	Shift allowance per clause 29.								
	Leave per Clause 46 and per site guidelines.								
	TOIL per clause 39.3.								
Any other notes	<p>Work 40-hour week, paid as 38 hours, banking 2 hours for RDO with paid lunch breaks. Banked 0.4 hour per shift.</p> <p>Saturday is paid at 150% for the whole shift (7.6 hrs) no shift allowance.</p> <p>The end day at End of shift is classified as that day. e.g., start shift on Mon 2200 and shift ends Tue 0600 is classified as Tuesday.</p>								

Roster Name	ILC Laverton - 12 Hour shift								
General Conditions	Employees work 36 hours a week – three 12-hour shifts.								
An Indicative Roster		Sun	Mon	Tue	Wed	Thur	Fri	Sat	Hours worked
	Wk 1	0600 1800					0600 1800	0600 1800	36
Rules applied to the shift	Overtime 150% first 2 hours than 200% thereafter. Meal allowance after 9 hours (continuous) on overtime and rostered days as per clause 20.9(a).								
	Penalty Rates Saturday = 150% on ordinary hours of work - all day. Sunday = 200% on ordinary hours of work - all day.								
	Public Holidays per clause 41.								
	Personal leave per clause 43.								
	Shift allowance per clause 29.								
	Leave per Clause 46 and per site guidelines.								
	TOIL per clause 39.3.								
Any other notes	3 x 20 min breaks. Shift allowance paid on Friday shift.								

Roster Name	Leongatha – Lab Shift A								
Preamble	Perm day shift – 38-hour week.								
General Conditions	Employees work a 114-hour shift system over a 3-week cycle consisting of a total of 12 shifts.								
An Indicative Roster		Sun	Mon	Tue	Wed	Thur	Fri	Sat	Hours worked
	Wk 1	0600 1600			0600 1600	0600 1600	0800 1800		40
	Wk 2		0600 1600	0600 1600	0800 1800	0800 1800			40
	Wk 3		0800 1800	0800 1800			0600 1600	0600 1600	40
Rules applied to the shift	Overtime per clause 39.								
	Public Holidays per clause 41.								
	Personal leave per clause 43.								
	Shift allowance per clause 29.								
	Leave per clause 46.								
Any other notes	Shift paid at 9.5 hours – no accumulated hrs earned								

Roster Name	8 hour Shift								
General Conditions	Employees work an 8-hour shift system over a 3-week cycle consisting of 15 shifts.								
An Indicative Roster		Sun	Mon	Tue	Wed	Thur	Fri	Sat	Hours worked
	Wk 1		0600 1400	0600 1400	0600 1400	0600 1400	0600 1400		38
	Wk 2		2200 0600	2200 0600	2200 0600	2200 0600	2200 0600		38
	Wk 3		1400 2200	1400 2200	1400 2200	1400 2200	1400 2200		38
Rules applied to the shift	Overtime per clause 39.								
	Public Holidays per clause 41.								
	Personal leave per clause 43.								
	Shift allowance per clause 29.								
	Leave per clause 46.								
Any other notes	Shift paid at 7.60 ordinary time 20-minute paid meal break banked to ACC 4 minutes ACC paid Therefore, ACC is 24 minutes per shift						= 7 hours and 36 minutes = 7 hours and 56 minutes = 8 hours		