



**Goodman Fielder Baking (Victoria)
Enterprise Agreement 2023-2026**

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PART 1 – OPERATION & APPLICATION

1 Title

This Agreement shall be known as the Goodman Fielder Baking (Victoria) Agreement 2023-2026 (the Agreement).

2 Parties Bound

- (1) This Agreement shall apply to:
 - a) Quality Bakers Australia Pty Limited (the Company);
 - b) All employees employed in the classifications set out in this Agreement at the Company's operations in Victoria (currently located at the addresses set out in clause 6); and
 - c) United Workers Union

3 No Extra Claims

The Company and the Union agree that they will not, for the duration of this Agreement, pursue any extra claims in relation to any matters, except where consistent with this Agreement.

4 Duration

- (1) This Agreement shall operate from the 7th day after approval by the FWC.
- (2) The nominal expiry date of this Agreement shall be 30 June 2026.

5 Negotiation Of New Agreement

The Unions and the Company agree to commence negotiations no later than three months prior to the expiry of this Agreement, for a new agreement.

6 Locations Covered

For the purposes of clause 2(1)b), this Agreement shall apply at all of the Company's operations in Victoria, currently located at:

- a) 81-83 Fairbank Road, Clayton South VIC 3169;
- b) 21 Hydrive Close, Dandenong VIC 3175; and
- c) 39 Wright Street, Keilor Park VIC 3042.

7 Relationship To Awards And National Employment Standards

- (1) This Agreement is an autonomous document.
- (2) Awards have no effect in relation to an employee while the Agreement is in operation.
- (3) This Agreement is read in conjunction with the NES set out in the Act, and if a term of this Agreement is detrimental to an employee when compared to the NES, the NES will prevail over a term of this Agreement.

8 Objectives Of The Agreement

- (1) The purpose of this Agreement is to support and promote continual improvement in our business by delivering excellent employment conditions, which promote the well-being of our employees and the success of our business. This Agreement reflects our commitment to learning, innovation, quality and reciprocal obligations.

- (2) The Agreement reflects and assists in developing a workplace culture of openness, trust, empowerment and commitment, in which employees are recognised as the most valuable asset of the organisation.
- (3) All parties are committed to a continual process of improving productivity and effectiveness in achieving organisational goals, whilst simultaneously improving the quality of life for all employees. To help us achieve this goal, the site consultative committees that have been established will continue.
- (4) It is the intention of the parties to this Agreement to respect and value the diversity of the work force by helping to 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.
- (5) Accordingly, in fulfilling their obligations under the dispute avoidance and settling clause, the parties must make every endeavour to ensure that neither the Agreement's provisions nor their operation are directly or indirectly discriminatory in their effects.

9 Definitions

"Act" means the *Fair Work Act 2009*.

"Annualised earnings" means the Average Weekly Pay multiplied by 52 weeks.

"Average Weekly Pay" means the pay applicable to a roster which includes ordinary pay, shift penalties, rostered overtime, Saturday and Sunday hours, fixed over-award payments, sold RDOs (if applicable) and sold fifth week of annual leave (if applicable).

"Average Rostered Hourly Rate" means Average Weekly Pay divided by the average weekly rostered hours.

"Bakery operations" means all functions performed from the production of the product through to the delivery of the product.

"Company" means Quality Bakers Australia Pty Ltd.

"Enterprise Agreement hourly rate" is as per clause 29 of this Agreement.

"FWC" means Fair Work Commission.

"Immediate Family and household" means:

- a) a spouse (including a former spouse, a defacto partner and a former defacto partner) of the employee. A defacto partner, in relation to a person means a partner of that person on a bona fide domestic basis, although not married to that person; and
- b) a child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse/defacto partner of the employee.

"Non-salaried employee" means any employee who is paid on an hourly basis, and does not receive a set annual salary.

"NES" means National Employment Standards.

"Ordinary Hours" means those hours to which single time is applicable.

"Ordinary Pay" means the Enterprise Agreement weekly pay including any over award payment excluding shift allowances, bonuses, loadings, overtime, allowances or any other penalty payments.

"Over-Award Payment" means a payment which is over and above the terms and conditions of this Agreement.

“Parties” means the Company and the employees

“Roster” means any combination of working days over a specified period of time.

“Rostered Hours” means those hours covered by a roster, over any seven days of the week.

“Rostered Off” means a non-work day which is unpaid.

“Rostered Work Day” means any day rostered to work.

“Single Time/Ordinary Time” means the Agreement hourly rate specified in this Agreement excluding any over award payment, bonuses, loadings, overtime, allowances or any other penalty payments. All penalties, such as overtime, or public holiday rates are applied on this rate.

“Sold RDO” refers to a previously available option where employees were eligible to sell their rostered days off (when RDOs were being accrued) and received a one off increase in their base rate of pay. The election to sell their RDOs was permanent and they cannot be reinstated.

“Union” means United Workers Union.

“Week” means seven consecutive days.

“Without Deduction of Pay” means the amount the employee would have received had the day not been a holiday and the employee had worked for the usual time on such day.

“Nominated Representative” means a person engaged by the employee to represent them.

PART 2 - CLASSES OF EMPLOYMENT

The parties agree to assist with flexibility requirements to meet the business needs. Discussion will occur between the parties in regard to specific projects.

Employees shall be engaged either as full time permanent, part time permanent, casual or fixed term contract employees as required by the Company.

10 Full Time Permanent

- (1) Full time employees shall be ready, willing and available to work as required by the Company.
- (2) Full time employees shall be engaged by the week.

11 Part Time Employees

(1) Permanent Part-time

- a) Part time employees shall be ready, willing and available to work a specified lesser number of hours than 38 per week with the agreement of the employee specified in writing at the time of engagement and according to a weekly prepared regular roster. Any agreed variation to the regular pattern of work will be recorded in writing. Employees may be rostered less than 4 hours with a minimum of 3 hours on any one day with the agreement of the employee, specified in writing.
- b) Part time employees' conditions and wages shall be pro-rata that of full-time employees.
- c) Overtime rates will apply for weekday hours worked in excess of the permanent roster on any one day.
- d) Where an employee agrees to work on a non-rostered weekday, normal rates will apply for hours worked except for those hours in excess of 8, and provided the total ordinary hours for that week do not exceed 38 hours.

(2) Flexible Part-time

- a) The engagement is subject to a minimum number of hours per week specified in the employees' letter of offer, between 12 and 38 hours per week, with a minimum daily engagement of 4 hours; Employees may be rostered less than 4 hours with a minimum of 3 hours on any one day with the agreement of the employee, specified in writing.
- b) Rostered shift times will be made available in writing a minimum one week prior to the commencement of the roster.
- c) Overtime will be paid at the rates specified in clause 21 to the employee for all hours worked outside of their rostered start or finishing times of their shift.
 - i. Employees engaged under this provision may be requested to work reasonable additional hours to meet operational or customer needs, taking into account the employee's personal circumstances. Employees have the right to refuse to work additional hours in accordance with the NES.
- d) Except in the case of operational necessity, a part-time employee engaged under these provisions will be provided the following notice in relation to shift/roster changes:
 - i. 4 weekday days' notice of a change of shift: this includes an additional shift, a shift deletion or an amendment/swapping of a shift directed by the company.
 - ii. 24 hours' notice of a change to an employee's start/finish times of less than 2 hours due to operational needs.
 - iii. The above notice periods can be waived or reduced if mutually agreed to be the Company and the employee.

- e) All conditions applicable to full-time employees shall apply to part-time employees on a pro rata basis according to the average number of ordinary hours worked, taken over the previous 13 weeks or in accordance with the NES, whichever is greater.

(3) Part Time Conversion

- a) A part time employee who has regularly worked hours or a pattern of work higher than their minimum number of hours for a continuous period of 12 months has the right to apply to convert their contract of employment to full-time if they have work on average 38 hours per week or to increase the minimum number of contracted hours on their part-time employment. This will occur on the basis of the same number of hours as previously worked, unless other arrangements are agreed on between the employer and the employee.
- b) Following such agreement being reached, the employee converts to full-time or part-time employment.
- c) Goodman Fielder agrees that an employee must not be engaged and re-engaged to avoid any obligation under this clause.
- d) Goodman Fielder agrees to undertake this process within 4 weeks of receiving the request from an employee.
- e) In order to enhance job security, it is an objective of this Agreement to maximise the use of permanent employment at the enterprise and Goodman Fielder agrees that a review of all part time employees will be conducted in the 6 months from the date of the operation of this Agreement. These reviews will occur at 6 monthly intervals for the life of the Agreement and will occur through the Joint Consultative Committee.
 - i. As part of the 6 monthly reviews the Company will commit to ongoing job creation. Positions will be offered to fill any vacancies arising through attrition and business growth. With every position that is backfilled creating a vacancy in the next employment category. Eg Conversion of Part time to Fulltime, and Casual to Part time, Labour hire Casual to direct Casual. This clause does not preclude the company from the ability to recruit externally based on skills if they cannot be met internally.
 - ii. Positions made available through attrition will be offered on a like for like (days/hours) basis, with due consideration to employees' individual needs unless there is a structural change.
 - iii. Business growth will be looked at with consideration to the volume of work through each of the work sites, increase of production and Labour hire employees.

12 Casuals

- (1) It is not the employer's intent to employ casuals to occupy permanent positions.
- (2) All casuals, including Agency casuals, shall be classified at the appropriate level, according to the skills and competencies possessed by the casual, provided that those skills and competencies are specifically required in the position that the casual is temporarily occupying.
- (3) A casual employee is one engaged and paid as such by the Company. A loading of 25% will be payable on the Enterprise Agreement hourly rate of the relevant classification.
- (4) Casual employees shall be engaged by the hour.
- (5) The minimum hours for casual employees in a shift shall be four.
- (6) Casual labour may be used, as required for a specific project, for a specified time, as determined by business requirements. Casual labour may also be used for specified periods of seasonal work.
- (7) A casual employee shall not be entitled to annual leave, paid personal/carer's leave, paid public holidays, parental leave (except in accordance with the NES), compassionate leave, jury service, Union training leave, notification of roster or redundancy.
- (8) Casual employees may receive disciplinary warnings from their Team Managers. However, this does not abrogate the right of the Company to terminate a casual employee due to availability of work, for inadequate performance, unsuitability, or misconduct, without prior warnings, provided that the casual employee is given an opportunity to respond to the grounds for termination.
- (9) The parties agree that all Casuals who are working at Company sites and who are employed by Employment Agencies, will receive from their employers, the Employment Agencies, all applicable terms and conditions except for redundancy as set out in this Enterprise Agreement
- (10) Casual employees are not eligible for allowances except for Uniform / Laundry Allowance.
- (11) All work performed by casuals on a Saturday and Sunday shall be paid at the rate set out in clause 19, excluding the penalty rate referred to in clause 12(3).
- (12) Casuals shall be paid at a rate of triple time for hours worked on a public holiday excluding the penalty rate referred to in clause 12(3).

13 Casual Conversion

- (1) A regular Company casual, who has been engaged on a regular basis for a period of six months, thereafter has the right to elect to have their contract of employment converted to permanent full-time or part-time employment, having regard to their work patterns during the preceding six months.
- (2) A regular casual employee who has attained such period of six months of regular engagement and who does seek to convert to permanent employment must notify the employer in writing that the employee seeks to convert to permanent employment, and the employer shall not unreasonably withhold agreement to the request.
- (3) A regular casual employee whose request to convert to permanent status has been declined by the employer on a reasonable business ground may make a fresh application to convert to permanent employment following the expiration of a further six months or such other period which is reasonable having regard to the reasons for the initial refusal.
- (4) A casual employee who has elected to convert to permanent employment may only revert to casual employment by written agreement with the employer.

(5) Job Security and Labour Hire Workers

1. It is an objective of this agreement to provide job security for all employees.
2. In order to enhance job security, it is an objective of this Agreement to maximise the use of permanent employment at the enterprise. As such:
 - i) Labour hire workers who are employed on a regular basis for a period of longer than **twelve months** will be offered direct casual employment with the company. The Employer agrees that twelve months of regular work is sufficient to determine that there is a position available, and the casual worker has the relevant skills, competencies, and characteristics necessary.
 - ii) The employer agrees that it shall not dismiss any casual employee in order to avoid the rights of those employees under this clause. Further, it will not take any action (directly or indirectly) in relation to indirectly engaged employees that would seek to avoid compliance with the terms of the clause.
 - iii) The Employer agrees that work that is performed by persons who are not directly employed by the employer and that would otherwise be covered by this Agreement will only be accepted by the Employer if those persons who perform the work receive wages and conditions that are no less favourable than that provided for in this Agreement.
 - iv) No full time or part time employee shall be made redundant if there are suitable permanent roles available on the site.

14 Fixed Term Contract

- (1) A Fixed Term Employee may be employed on a Permanent Full-time or Part-time basis, as required for a specific project or for a specified time, as determined by business requirements.
- (2) Other than a specified commencement and termination date, the conditions are as for a Permanent Full-time or Part-time employee respectively, except redundancy.
- (3) Fixed Term Contracts can be for a minimum of 1 month to a maximum of 24 months.
- (4) Fixed term contracts can only be renewed by written agreement between the Fixed Term Employee and the Company.

15 Parental Leave Cover

- (1) A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.
- (2) Before the Company engages a replacement employee the Company must inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

16 Probationary Period

- (1) A full time or part time employee will be employed on a probationary basis for the first six (6) months of their employment.
- (2) During the probationary period employment may be terminated by either the Company or the employee giving one week's notice to the other party or by the payment or forfeiture respectively of one week's wages in lieu of notice.
- (3) An employee, who is promoted to a higher classification, will be subject to a three-month probationary period. This may be extended by one month by agreement. If the employee's performance in the new position or higher classification is deemed to be unsatisfactory during or at the conclusion of the probationary period, then the employee shall return to the previous classification. This clause does not abrogate the right to take disciplinary action against an employee where the conduct of the employee warrants such action.

17 Payment of Wages Upon Termination

- (1) Upon termination of employment all wages due to an employee shall be paid in the next pay week following the day of termination. An exception to this will be made where a query arises over the amount of the termination payment. In this case, the query will be resolved in a reasonable time.
- (2) Notice Required on Termination or Resignation
 - a) Employment may be terminated by the Company by giving notice as follows:

Employee's Period of Continuous Service	Period of Notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- b) The period of notice is increased by one week if the employee is over 45 years old and has completed at least 2 years continuous service with the Company.
- c) The notice of termination required to be given by an employee is the same as that required of an employer except that there is no requirement on the employee to give additional notice based on the age of the employee concerned. If an employee fails to give the required notice the employer may withhold any monies due to the employee to a maximum amount equal to the amount the employee would have received under clause
- d) Notice as set out in clause 17(2)a) or 17(2)b) may be paid out in lieu, in part or in full, at the Company's discretion.

- e) This sub clause shall not affect the right of the Company to dismiss an employee without notice for neglect of duty, misconduct or for any of the reasons set out in clause 83 of this Agreement.

18 Ordinary Hours of Work

- (1) Employees shall work an average of 38 hours per week over any five days of the week.
- (2) Employees may be rostered up to 6 days per week over any 7 days of the week. By agreement between the Company and the Union, an employee shall not be required to work more than 7 consecutive shifts (7 shifts in 7 days) unless it is part of their base roster and the day off pattern is configured to compensate.
- (3) Rostered hours shall be a minimum of four and a maximum of 10 hours on any one day, provided that shifts over 10 hours and up to 12 hours may be worked if there is agreement between the employees, the Company and the Union.
- (4) Part time employees may be rostered less than 4 hours with a minimum of 3 hours on any one day with the agreement of the Union and employee.
- (5) Employees can ordinarily be rostered to work up to 44 hours per week (subject to the provisions of the NES regarding maximum ordinary hours of work and reasonable additional hours).
- (6) An employee will not be required or allowed to work more than 12 hours (plus meal break) in any one day or more than 72 hours in any 7 consecutive days.
- (7) The Company shall, as far as practicable, roster employees so that they have two consecutive days off as often as possible.
- (8) All employees who have completed a shift or a period of duty on any day shall be allowed a minimum of 12 hours' rest before commencing the next shift or period of duty, unless a lesser period is agreed.
- (9) The correct times of beginning and ending work shall be recorded daily in a manner determined by the Company.
- (10) New ordinary hours arrangements may be trialled with a three-monthly review, provided the Company has followed the consultation procedure set out in clause 78.
- (11) Where instigated by the employee, split shifts may be worked by individual agreement with an employee, the Company and the Union.

19 Saturday and Sunday Work

- (1) All work performed which commences on a Saturday shall be paid for at the rate of time and a half for the first two hours and double time thereafter, provided that all work performed which commences on Easter Saturday shall be paid for at the rate of double time and a half.
- (2) All work performed which commences on a Sunday shall be paid for at the rate of double time, such rate to continue until the completion of the shift.
- (3) All work performed by casuals on a Saturday and Sunday to be paid at the above rate excluding the casual loading referred to in clause 12(3) hereof.

20 Penalty Hours

- (1) Employees shall work at such times as directed by the Company and shall, if required, work shift work.
- (2) Any hours worked between 6.00 p.m. and 6.00 a.m. shall attract a penalty of 30% based on the wage rate as prescribed in clause 29 of this Agreement.

- (3) The penalty prescribed in clause 20(2) hereof shall not apply in respect of work for which overtime, Saturday, Sunday or public holiday rates are payable pursuant to clause 21 (Overtime), clause 19 (Saturday and Sunday Work) and clause 68 (Public Holidays), of this Agreement.

21 Overtime

- (1) An employee shall be paid the overtime rate of pay for all work performed in excess of the employee's number of rostered shift hours each day.
- (2) A full time permanent employee, who works on a rostered off day, shall be paid at overtime rates for that day, provided that in that work cycle, at least an average of 38 normal hours have been worked. Where Saturday or Sunday form part of the 38 normal hours, work on these days shall be paid at normal Saturday and Sunday penalties.
- (3) Overtime shall be paid at the rate of double time.
- (4) Time off in lieu of payment for non-rostered overtime:
- a) An employee may elect, with the consent of the Company, to take time off in lieu of payment for overtime at a time or times agreed with the Company.
 - b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate that is an hour for each hour worked.
 - c) The Company shall, if requested by an employee, provide payment, at the rate provided for the payment of overtime in this Agreement, for any overtime worked, where such time has not been taken as time off in lieu within four weeks of accrual.
 - d) If, on the termination of the employee's employment, time off in lieu of overtime worked by the employee has not been taken, then the Company must pay the employee for the overtime, at the overtime rate applicable to the overtime when worked.

22 Advance Hours

Advanced hours shall be available to employees as per Appendix 2.

23 Meal breaks and rest periods

- (1) Meal breaks and rest periods will depend on the planned hours for that day.
- (2) If a planned shift is less than 9.5 hours:
- a) Meal break - Employees shall be entitled to an unpaid meal break of not less than 30 minutes and not more than one hour. Such meal break shall be allowed after the completion of not less than 2.5 hours' work and not more than five hours' work.
 - b) Rest period - All employees shall be allowed a ten-minute rest period between the time of commencing work and the usual luncheon interval and a further ten-minute rest period between the usual luncheon interval and the completion of the planned rostered shift.
- (3) If a planned shift is between 9.5 hours to 10.5 hours:
- a) Meal break - Employees shall be entitled to an unpaid meal break of not less than 30 minutes and not more than one hour. Such meal break shall be allowed after the completion of not less than 2.5 hours' work and not more than five hours' work.
 - b) Rest period - Rest Period: All employees shall be allowed a ten-minute rest period between the time of commencing work and the usual luncheon interval and a further fifteen-minute rest period between the usual luncheon interval and the completion of the planned rostered shift.
- (4) If a planned shift is greater than 10.5 hours:

- a) Meal break - Employees shall be entitled to an unpaid meal break of not less than 30 minutes and not more than one hour. Such meal break shall be allowed after the completion of not less than 2.5 hours' work and not more than five hours' work.
 - b) Rest period - All employees shall be allowed a ten minute rest period between the time of commencing work and the usual luncheon interval and a further ten minute rest period two hours after the end of the usual luncheon interval and a third ten minute rest period to begin two hours before the end of the planned shift.
- (5) If a shift runs over the planned shift length
- a) If a shift runs over the planned shift length a further ten-minute breaks shall be given for every 1.5 hours in excess of the planned shift length, provided the first ten-minute break will be taken no longer than 3 hours from the last rest period.
- (6) All rest periods shall be counted as time worked.

24 Selling of RDOs

- (1) In the past, RDOs were being accrued and taken on site however; this is no longer the case. The sub clauses below (24(3) and 24(4)) are being retained in the Agreement for historical reasons so as to understand the process which was followed should an employee have elected to have sold their RDO's at such time.
- (2) There are still some employees employed by the Company who utilised this option and who have this included in the calculation of the AAE rate.
- (3) Where the employee elects to sell RDOs, the employee shall either:
- a) receive overtime after 38 hours, or
 - b) receive a 3% increase in their base rate of pay, overtime remaining payable after 40 hours.
- (4) This election shall be documented by the Company, signed by the employee and a copy given to the employee. Once RDOs are sold, they will not be re-instated at any time thereafter.

PART 3 – CLASSIFICATIONS AND REMUNERATION

Classifications

The classifications covered by this Agreement are detailed in Appendix 1.

25 Determination of Classification

- (1) The Company shall determine the number of employees, if any, required for each classification and the appropriate classification for each employee.
- (2) Employees may be required to perform duties and exercise skills, which are not confined to any one classification and/or department.
- (3) An employee shall be eligible for reclassification when the Company is satisfied that the employee has the skills and can perform all the duties required by the new classification, in accordance with the promotional criteria described in the Classification Definitions of this clause.
- (4) An employee can apply for a Classification level increase. They are to do so by completing a Level Increase Request Form and submitting this to their direct Manager. The following process will be applied:
 - a) Review the employee's current position versus the requested position change;
 - b) Define if the position is available for the initiated request or when the position may become available;
 - c) Review the tasks associated with the position request according to the Classification Structure;
 - d) Provide an outcome of the review within two (2) weeks giving the appropriate feedback and developing a training plan if required.
- (5) In the event of a dispute between the Company and an employee about the employee's classification the matter shall be settled in accordance with the Grievance Procedure in Clause 75.

26 New Positions and Classification Structure

- (1) Vacant positions covered by the classification structure in this Agreement shall be advertised internally in the first instance.
- (2) The classification definitions determine the points of entry for all employees, covered by this Agreement.
- (3) Employees may be temporarily classified pending final determination of their appropriate classification.
- (4) All casuals, including Agency casuals, shall be classified at the appropriate level, according to the skills and competencies possessed by the casual, provided that those skills and competencies are specifically required in the position that the casual is temporarily occupying.

27 Rates of Pay

- (1) Pay increases during the life of the Agreement shall be effective from the beginning of the first full pay period on or after the dates in the following table:

Year 1	From the beginning of the first pay period commencing on or from 1 st July 2023.	4%
Year 2	From the beginning of the first pay period commencing on or from 1 st July 2024.	4%
Year 3	From the beginning of the first pay period commencing on or from 1 st July 2025.	4%

28 Over-award Payments

Any residual over award payment above the classification structure base rates will not be further reduced by wage increases in this Agreement.

29 Wage Rates

The minimum weekly wage rate for an employee of a classification (as defined in Appendix 1) shall be at the rate assigned to that classification as set out in the pay scale below.

Level	As at 1 July 2022		Effective from 1 July 2023		Effective from 1 July 2024		Effective from 1 July 2025	
	Per Week 38 hours	Per Hour	Per Week 38 hours	Per Hour	Per Week 38 hours	Per Hour	Per Week 38 hours	Per Hour
1A	\$1003.65	\$26.41	\$1043.80	\$27.47	\$1085.55	\$28.57	\$1128.97	\$29.71
2	\$1062.71	\$27.96	\$1105.22	\$29.08	\$1149.43	\$30.25	\$1195.41	\$31.46
3	\$1121.59	\$29.53	\$1166.45	\$30.70	\$1213.11	\$31.92	\$1261.63	\$33.19
4	\$1180.13	\$31.07	\$1227.34	\$32.30	\$1276.43	\$33.59	\$1327.49	\$34.93
5	\$1,215.99	\$32.01	\$1264.63	\$33.28	\$1315.21	\$34.61	\$1367.82	\$35.99
6	\$1,275.39	\$33.57	\$1326.41	\$34.91	\$1379.46	\$36.30	\$1434.64	\$37.75
7	\$1,322.32	\$34.79	\$1375.21	\$36.19	\$1430.22	\$37.64	\$1487.43	\$39.15

30 Higher Duties

- (1) Employees engaged in duties carrying a higher rate than their ordinary classification for more than two (2) hours on any one day, will be paid at the higher rate for the whole day.
- (2) Employees engaged in duties carrying a higher rate than their ordinary classification for less than two (2) hours on any one day, will be paid at the higher rate for the time so worked.
- (3) The rate of pay which will apply for this allowance will be the ordinary wage rates indicated in clause 29 plus any applicable penalties or loadings which may be payable.
- (4) The higher duties allowance will not apply to anyone engaged in training for a higher classification

31 Apprentices

- (1) The wage rates for an apprentice shall be the appropriate percentage of the Level 4 wage rate in accordance with the following table:

Year of Apprenticeship	Standard Percentage	80% Pass Percentage
First	45	45
Second	60	65
Third	75	85
Final	85	100

- (2) Where in any year in examinations conducted in respect of the apprenticeship course, an apprentice that attains an average mark of not less than 80 per cent shall be paid as per the above table.

32 Juniors

- (1) The Company may employ junior employees.
- (2) The wage rate for a junior employee shall be the appropriate percentage of the wage rate prescribed in clause 29 hereof at the appropriate classification level in accordance with the following table:

Percentage	%
Under the age of 17 years	72
At 17 years of age	82
At 18 years of age	100

33 Payment of Wages

- (1) Wages shall be paid weekly according to a weekly average of hours worked even though more or less than 38 hours may be worked in any particular week of the work cycle so as to avoid fluctuating wage payments each week.
- (2) In the case of employees who are not on a roster and who do not work an average of 38 ordinary hours each week, wages shall be paid weekly according to the hours actually worked.
- (3) The Company shall pay to each employee as soon as practicable after the completion of working hours for a given week and not later than Thursday the following week, all wages including penalty rates and overtime due to the employee.
- (4) Wages shall be paid by electronic funds transfer into an account or accounts (a maximum of three) specified in writing by the employee.
- (5) On or before pay day each employee shall be provided with a statement in writing showing deductions from pay and the net amount payable and:
 - a) Average weekly pay and allowances and the Agreement rate; or
 - b) The amount of wages including penalty rates, overtime and allowances to which the employee is entitled.

34 Annualised Average Earnings

- (1) Annualised average earnings allows for the same rate of pay to be paid every week (including while on annual leave) and is based on average hours being worked (i.e. different hours per week in a roster system). Annualised average earnings will be based on an individual calculation, for a particular roster, over the full cycle of that roster. The individual calculation is based on the following principles detailed in clause 34(2).
- (2) Calculation of Annualised Average Earnings
 - a) The calculation of an employee's (other than a casual's) average earnings shall be the average of the employee's shift pattern, including the following:
 - i) Ordinary weekly hours;
 - ii) Shift penalty hours;
 - iii) Rostered overtime;
 - iv) Hours worked on Saturdays and Sundays;
 - v) Sold RDO's, where applicable;
 - v) Sold fifth week of Annual Leave, where applicable;
 - vi) Fixed over-award payments, where applicable;
 - vii) Penalty rates for working on a set number of public holidays may be included in the calculation of an employee's average earnings, if agreed between the Site Manager and the relevant employee; and
 - (viii) 4 or 5 weeks' leave loading based on the difference between ordinary pay plus 17.5% and the average rate of pay is to be included in the calculation, provided that ordinary pay plus 17.5% loading is greater than the average rate of pay.
 - b) The calculation shall be based on the applicable Enterprise Agreement rate.

- c) The calculation of an employee's average earnings shall exclude, where applicable:
 - i) First Aid Allowance.
 - ii) Laundry Allowance
- d) These allowances will be paid as an average over the year by multiplying by 47 or 48 and dividing by 52.

35 Benefits of Annualised Average Earnings

- (1) All Full-time employees (other than casuals) will be on annualised average earnings.
- (2) Employees on annualised average earnings shall receive the following benefits:
 - a) Personal leave is paid on average earnings. Personal leave is paid on Saturdays and Sundays provided that these days form part of the employee's rostered hours.
 - b) Annual leave and superannuation shall be paid on average earnings.

36 Allowances

- (1) During the life of the Agreement, allowances shall be increased and paid as indicated in clause 37 below.
- (2) Part-time employees are eligible for the following allowances on a pro-rata basis (i.e. only for the days when the person is working).

37 Types of Allowances

- (1) **First Aid Allowance**
An employee who is qualified to St. John Ambulance standard or equivalent and is appointed by the Company to act as First Aid Attendant shall be paid a weekly allowance as per the table below.

Allowance per week	As at 1 July 2022	Effective 1 July 2023	Effective 1 July 2024	Effective 1 July 2025
First Aid allowance	\$40.97	\$42.61	\$44.31	\$46.08

- (2) **Uniform/Laundry Allowance**
The Company reserves the right to determine the uniform policy and to apply it as a compulsory condition of employment. Where it is a compulsory condition of employment, uniforms shall be supplied and laundered by the Company.

Where the Company deems that appropriate laundering facilities are not available, a laundering allowance shall be paid weekly in accordance with the rates specified in the table below. This shall apply pro rata to part-time and casuals on a daily basis (based on a 5-day week) to a maximum of the full-time rate.

Casuals are not eligible for the following allowances; except for Uniform /Laundry Allowance.

Allowance per week	As at 1 July 2022	Effective 1 July 2023	Effective 1 July 2024	Effective 1 July 2024
Uniform / Laundering Allowance	\$19.35	\$20.12	\$20.93	\$21.77

- (3) **Meal Allowance**
Employees who are required to work 1.5 hours or more overtime on any one day shall be paid a meal allowance. A further allowance for each additional 4 hours of work until the overtime ceases will be paid. The allowance payable will be as per the rates specified in the table below. For the purposes of calculating meal allowances when advanced hours are being used, overtime does not begin until the person's normal shift ends.

Allowances per week	As at	Effective	Effective	Effective
	1 July 2022	1 July 2023	1 July 2024	1 July 2024
Meal Allowance	\$17.48	\$18.18	\$18.91	\$19.67

- (4) Safety footwear
Where the Company requires an employee to supply safety footwear the Company shall reimburse the employee the cost of such safety footwear. This provision does not apply where the Company supplies safety footwear.
- (5) Income Protection subsidy
Goodman Fielder will pay a subsidy of \$520 gross per annum to employees who, in January of each year, provide evidence that they have paid for and hold a current income protection insurance policy valued at, or greater than \$520 per year. For the avoidance of doubt, income protection provided within superannuation funds is expressly excluded from this clause.

38 Superannuation

- (1) The superannuation provisions for all employees covered by this Agreement will be in accordance with the Superannuation Guarantee (Administration) Act 1992 and the Superannuation Guarantee Charge Act 1992 as amended from time to time.
- (2) The Company will pay a specified percentage in accordance with the legislative requirements in clause 38(1) of an employee's average earnings to a superannuation fund of the employee's choice.
- (3) The default fund, should an employee not select another fund of their choice, will be the Australian Retirement Trust Goodman Fielder Superannuation Plan (which will offer a MySuper product in accordance with section 194(h) of the Fair Work Act)

39 Voluntary Additional Superannuation Contribution

- (1) By written mutual agreement between the individual employee and the Company, the employee may elect to divert a portion of their pre-tax wages to voluntary additional superannuation contributions.
- (2) For employees accessing this option the combined value of the adjusted wage and the non-cash item(s) is equivalent to the employee's actual wage entitlement, and therefore the diversion of the wage to non-cash item(s) shall not be interpreted as an underpayment of the employee's wage.
- (3) The written agreement shall clearly specify the proposed arrangements, including the agreed quantum value of any voluntary additional superannuation contributions, the liability for taxation obligations (including but not limited to FBT, GST and PAYG) and administration expenses (if any) which may arise from the arrangement, and the requirements for the termination of the arrangements.
- (4) In the event of an employee utilising this option for the purpose of making superannuation contributions, the amount available will be subject to the contribution being tax deductible to the Company.

40 Accident Make Up Pay

- (1) For the purposes of this clause the relevant workers compensation legislation means the *Workplace Injury Rehabilitation and Compensation Act 2013 (Vic)* (the Act) as amended.
- (2) Each employee on being absent from work due to an injury shall be entitled to accident pay being a weekly payment of an amount representing the difference between the total weekly amount payable under the relevant workers compensation legislation and the "ordinary pay" of the employee, provided that:
- The injury is accepted and covered under the relevant workers compensation legislation.
 - Accident pay shall not apply in respect of the first ten normal working days of incapacity.
 - Accident pay entitlement shall commence only after the first three weeks of employment with the Company.

- d) The maximum period or aggregate of periods of accident pay to be made by the Company shall be a total of 52 weeks for any one injury, provided that:
- i) Following the first ten days mentioned above, accident make up pay shall not exceed 5% of the ordinary weekly rate for the next 24 weeks.
 - ii) Following the 24 weeks mentioned above, accident make up pay shall not exceed 35% of the ordinary weekly rate for the next 26 weeks.
 - iii) Where an employee receives a weekly payment and such payment is reduced pursuant to sections 93A, 93B, 93C, 96 and 119J of the *Workplace Injury Rehabilitation and Compensation Act 2013 (Vic)* (the Act), or because of the application of notional earnings, such reduction will not increase the liability of the Company to increase the amount of accident make up pay in respect of that injury beyond the amounts specified above.
 - iv) In the event that the employee receives a lump sum or redemption of weekly payments under the Act, the liability of the Company to pay accident make up pay shall cease from the date of such redemption.
- e) Subject to the governing rules of the relevant superannuation fund, the employer must also make the superannuation contributions provided for in clause 38(2) and pay the amount authorised under clause 39(1)

PART 4 – LEAVE

41 Annual Leave

- (1) Full time and part time employees shall be entitled to four weeks annual leave (exclusive of public holidays) for each twelve months continuous service. Annual leave accrues on a pro rata basis.
- (2) Annual leave shall be given and taken in a manner agreed by the employee and the Company.
- (3) Annual leave may be given and taken in advance of it becoming due provided the employee and the Company agree.
- (4) Accrued but untaken annual leave shall be paid out upon termination.
- (5) **Additional Week's Leave for Shift-workers**
 - a) Employees shall be entitled to an additional week's annual leave where they are:
 - i) Regularly rostered to work and work more than 43 hours per week which includes a rostered Saturday and/or rostered Sunday;
 - ii) At least five hours per day and at least five days per week, which includes twenty-six or more rostered Saturdays and/or Sundays per year; or
 - iii) Work full time on a seven (7) day rotating roster.
 - iv) A seven (7) day shift worker who is regularly rostered to work on Sundays and public holidays.
- (6) Employees who were in receipt of a 5th week of annual leave as at 23 November 2000 shall maintain this additional week's leave, provided they continue to be regularly rostered to work and work at least 26 shifts on either a Saturday or Sunday in a 12 month period.
- (7) Subject to clause 44, employees who are entitled to 5 weeks annual leave in accordance with clause 41(5) may elect each year to take 4 weeks annual leave and receive a sum equivalent to one week's average weekly earnings in lieu of taking the fifth week's annual leave. This option is not available to employees who have sold their fifth week into annualised average earnings.
- (8) Where employees elect to sell their fifth week's annual leave into average weekly pay, this is a permanent election, which cannot be reversed subsequently, unless the employee is no longer entitled to a fifth week. This election shall be documented by the Company, signed by the employee and a copy given to the employee.

42 Time of Taking Leave and Excessive Leave

- (1) The Company must not unreasonably:
 - a) refuse to authorise an employee to take an amount of annual leave that is credited to the employee; or
 - b) revoke an authorisation enabling an employee to take annual leave during a particular period
- (2) An employee may accrue 40 days or more of annual leave providing that the employee has provided an intention to use their annual leave at a specific point in time.
 - a) If the employee is aware of the time that they wish to utilise their annual leave, then the employee will need to complete and submit to the company, the appropriate annual leave form.
 - b) However, if the employee is still in the process of determining the exact dates that they will be utilising their annual leave, then they will provide to the Company an indication of the dates that they wish to take as annual leave. As soon as the employee finalises their planning and are aware of the specific dates, they are to inform the Company and submit the appropriate annual leave form.
- (3) If an employee, who has accrued more than 40 days of annual leave, has not provided an intention of when they will use their annual leave, the Company will genuinely try to reach an agreement with that employee as to the when the leave will be utilised.

- (4) If an agreement cannot be reached, the Company can require the employee to take annual leave by giving not less than four weeks' notice of the time of when such leave is to be taken. The Company can provide instruction to the employee to utilise enough of their accrued annual leave so as their accrual falls below 40 days.

43 Annual Leave loading

- (1) Employees entitled to receive annual leave (with the exception of those on annualised average earnings), shall receive during a period of annual leave the greater of:
- a) a loading of 17½ per cent of their ordinary pay for their classification in respect of the period of such leave; or
 - b) a loading to equal the average rate of pay (calculated in accordance with clause 43(2) hereof).
- (2) The average rate of pay shall be calculated by taking the gross wage for the previous 47 or 48 weeks (excluding overtime, public holiday special rates, laundry allowance and meal allowance earnings but including Saturday and Sunday earnings and penalty rates) and dividing the total by 47 or 48 respectively.
- a) The annual leave loading or the loading to equal average rate of pay shall apply to the employee's proportionate leave on lawful termination of employment.
 - b) If an employee is called in on annual leave for one day or part thereof, then the employee shall accumulate another day of annual leave.

44 Cashing out Annual Leave

- (1) An employee may elect to cash out part of their accrued annual leave entitlements in accordance with the Act, provided:
- a) The employee has at least four weeks accrued annual leave remaining after the cashing out of a portion of their annual leave;
 - b) Each cashing out of a particular amount of annual leave must be by a separate agreement in writing between the employee and the Company; and
 - c) The employee must be paid the full amount that would have been payable to them had the employee taken the leave that the employee has forgone.
- (2) The cashing out of annual leave is subject to approval of the Employee's Manager. In considering such a request, the manager will consider all relevant issues, including but not limited to, occupational health and safety issues and what if any leave has been taken by the employee in the preceding twelve-month period.

45 Continuous Service for the Purposes of Accrual of Annual Leave

Paid annual leave, long service leave and personal/carer's leave (excluding Workers Compensation and Maternity Leave) shall be counted as continuous service for the purposes of annual leave.

46 Company or Section Closedown

Where the Company intends temporarily to close its establishment or a section thereof or a line of production, the Company shall give in writing to employees' one month's notice of compulsory annual leave.

47 Useful Employment

The Company may stand down without pay for any day or part thereof an employee who cannot be usefully employed because of any strike, or any stoppage of work by any other cause arising out of such strike or through any rationing of power and other utilities, lack of fuel or breakdown of machinery for which the Company cannot reasonably be held responsible. Where the employee and the Company agree, accrued annual leave and accrued long service leave may be used in these circumstances.

48 Personal/Carer's Leave and Compassionate leave

- (1) Any reference to paid leave in this clause applies to all employees other than casuals.
- (2) Unpaid personal/carer's leave and unpaid compassionate leave apply to all employees.
- (3) The definition of 'Immediate Family and Household' is set out in clause 9.

49 Personal leave

Personal leave is available:

- a) When an employee is unfit for work because of a personal illness or personal injury; or
- b) When an employee is required to provide care or support to a member of their Immediate Family or household who requires care or support because of:
 - i) A personal illness or injury; or
 - ii) An unexpected emergency.

50 Paid Personal Leave

- (1) Full-time employees will be entitled to paid leave of absence at the rate of 10 days per year and this leave shall be cumulative without limit. Part-time employees will be entitled to paid leave of 10 days per year paid on a pro-rata basis.
- (2) Balances held by employees at the time of the approval of this Agreement will form the basis upon which further leave will accrue as per this Agreement.

51 Interaction with Annual Leave and Long Service Leave

If an employee is eligible for paid personal leave during a period of annual leave or long service leave upon application the employee will be re-credited that annual leave or long service leave for each day they are eligible for paid personal leave.

52 Unpaid Carer's Leave

- (1) An employee is entitled to two (2) days of unpaid carer's leave for each occasion when a member of their Immediate Family or household requires care or support because of:
 - a) A personal illness or injury; or
 - b) An unexpected emergency.
- (2) An employee may take unpaid carer's leave as a single continuous period of up to two (2) days or any separate periods which an employee and their manager agree.
- (3) An employee cannot take unpaid carer's leave if they could instead take paid personal leave.

53 Evidence of illness or injury

- (1) An employee taking personal leave (including unpaid carer's leave) must provide a medical certificate in each of the following situations:
 - a) Where the leave is for two (2) or more consecutive workdays (being the employee's normal rostered days).
 - b) For any single day absence following the first three (3) single day absences in any calendar year for which a medical certificate was not produced.
 - c) The day immediately before or after a non-shift day or public holiday. Where an employee provides notice that they will be unavailable to work a rostered shift before either a non-shift day or a public holiday and states that a medical certificate will be produced at the start of the next rostered shift, then the employee will be allowed to work that shift.
- (2) Where a medical certificate is required, it must be provided by the employee to their team manager, supervisor, or manager at the commencement of their next shift.

54 Compassionate Leave

- (1) An employee (other than a casual employee) is entitled to a maximum of three (3) paid days of compassionate leave for each occasion when a member of the employee's Immediate Family or household:
 - a) Contracts or develops a personal illness or sustains a personal injury that poses a serious threat to their life; or dies.
- (2) An employee may take compassionate leave if the leave is taken:
 - a) for the purpose of spending time with a member of the employee's Immediate Family or Household who has contracted or developed the personal illness or sustained the personal injury; or
 - b) after the death of a member of the employee's Immediate Family or Household.
- (3) An employee may take compassionate leave as:
 - a) A single continuous period of three (3) days; or
 - b) Any separate periods to which an employee and their manager agree.
- (4) Unpaid Compassionate Leave (including casual staff)
 - a) A casual employee may take compassionate leave as set out in this clause on an unpaid basis.
 - b) An employee will be allowed unpaid compassionate leave of up to 4 days if the reason for the leave is to attend a funeral outside Victoria, and up to an additional 27 days if the funeral is outside Australia.
 - c) Further unpaid leave may be taken with the agreement of the Company.

55 Notice Requirements

Where an employee is unable to attend work due to personal leave or compassionate leave, they must notify their team leader, supervisor or manager of the intended absence and its estimated duration as early as practicable and no later than 1 hour prior to the commencement of the shift on the first day of the absence (or as soon as possible thereafter where due to exceptional circumstances that notification cannot be provided).

56 Rate of Pay

Where personal or compassionate leave is paid, it will be at an employee's Ordinary Pay, except for those employees on annualised average earnings where the rate shall be the average rate of pay.

57 Parental Leave

- (1) This clause should be read in conjunction with the NES.
- (2) The provisions of this clause apply to full-time and part-time employees, but do not apply to casual employees, save for long term casual employees as provided for in the NES.
- (3) Subject to the terms of this clause and the NES, employees are entitled to parental leave (being maternity, paternity or adoption leave) and to work part-time in connection with the birth or adoption of a child.

58 Basic entitlement

- (1) After twelve months continuous service each eligible parent, of an employee couple, is entitled to 52 weeks of unpaid parental/leave in relation to the birth or adoption of their child. Therefore, the employee couple would be entitled to 24 months of unpaid leave between them.
- (2) Each employee must take the parental leave in a single continuous period, except if the employee is taking flexible unpaid parental leave in accordance with section 72A of the Act.
- (3) Each parent's period of parental/leave must be taken separately. However, both parents may take leave at the same time for a portion of the leave period.

59 Maternity leave

- (1) An employee must provide notice to the company in advance of the expected date of commencement of parental leave. The notice requirements are:
 - a) of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the employee is pregnant) - at least ten weeks;
 - b) of the date on which the employee proposes to commence maternity leave and the period of leave to be taken – at least four weeks.
- (2) An employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.
- (3) Subject to this clause and the NES, and unless agreed otherwise between the Company and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of birth.
- (4) Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, the Company may require the employee to provide a medical certificate stating that the employee is fit to work on their normal duties.

60 Transfer to a safe job

- (1) Where:
 - a) an employee is pregnant and fit for work; and,
 - b) in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at their present work, then
 - c) the employee will be transferred to a safe job, with no other changes to the employee's terms and conditions of employment, until the commencement of maternity leave.
- (2) If the transfer to a safe job is not practicable, the following will apply:
 - (a) Should the employee be entitled to unpaid parental/leave (permanent employee and completed 12 months of continuous service), then the employee will be entitled to paid no safe job leave for the duration of the period certified by a registered medical practitioner.
 - (b) Should the employee not be entitled to unpaid parental/leave, then the employee will be entitled to unpaid no safe job leave for the duration of the period certified by a registered medical practitioner.

61 Special maternity leave

- (1) Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child, then the employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.
- (2) Where an employee is suffering from an illness not related to the direct consequences of the confinement, an employee may take any paid sick leave to which the employee is entitled in lieu of, or in addition to, special maternity leave.
- (3) Where an employee not then on maternity leave suffers illness related to their pregnancy, the employee may take any paid sick leave to which the employee is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before the employee returns to work. The aggregate of paid sick leave, special maternity leave and parental leave, including parental leave taken by a spouse, may not exceed 52 weeks.
- (4) Where leave is granted under clause 62, during the period of leave an employee may return to work at any time, as agreed between the company and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.

62 Paternity leave

- (1) An employee will provide to the Company at least ten weeks prior to each proposed period of paternity leave, with:
 - a) a certificate from a registered medical practitioner which names their spouse, states that the spouse is pregnant and the expected dated of confinement, or states the date on which the birth took place; and
 - b) written notification of the dates on which the employee proposes to start and finish the period of paternity leave; and
 - c) a statutory declaration stating:
 - i) the employee will take that period of paternity leave to become the primary caregiver of a child; and
 - ii) particulars of any period of maternity leave sought or taken by the employee's spouse.
- (2) The employee will not be in breach of clause 62, if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

63 Adoption leave

- (1) The employee will notify the Company at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.
- (2) Before commencing adoption leave, an employee will provide the Company with a statutory declaration stating:
 - a) the employee is seeking adoption leave to become the primary caregiver of the child;
 - b) particulars of any period of adoption leave sought or taken by the employee's spouse; and
 - c) that for the period of adoption leave, the employee will not engage in any conduct inconsistent with their contract of employment.
- (3) The Company may require an employee to provide confirmation from the appropriate government authority of the placement.
- (4) Where the placement of child for adoption with an employee does not proceed or continue, the employee will notify the Company immediately and the Company will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.
- (5) An employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.
- (6) An employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The employee and the Company should agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to two days unpaid leave. Where paid leave is available to the employee, the Company may require the employee to take such leave instead.

64 Variation of period of parental leave and other entitlements

- (1) Further extensions or changes to parental leave will be in accordance with the National Employment Standards.
- (2) An employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks.

65 Returning to work after a period of parental leave

- (1) An employee will notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.
- (2) An employee will be entitled to the position, which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to clause 60 hereof, the employee will be entitled to return to the position they held immediately before such transfer.
- (3) Where such position no longer exists but there are other positions available, which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

66 Family and domestic violence leave

- (1) Family and domestic violence leave is provided for in the NES.

67 Long Service Leave

- (1) Employees are entitled to Long Service Leave in accordance with the provisions of the *Victorian Long Service Leave Act 2018* (Vic), as amended.
- (2) Payment for Long Service Leave shall be made based as follows:
 - a) For leave accrued before 24 April 1990 – on ordinary rates, as prescribed in clause 29.
 - b) For leave accrued after 24 April 1990 for Baking and Breadroom employees – based on average weekly earnings, in accordance with clause 43(2).
- (3) Clause 67(2)b) shall not apply on termination of employment.
- (4) Any period of casual service will only qualify for Long Service Leave in accordance with the relevant provisions of the *Victorian Long Service Leave Act 2018* (Vic).

68 Public Holidays

- (1) Employees shall be granted the public holidays as gazetted in the state of Victoria without deduction of pay; at the commencement of this agreement the current Victorian public holidays are a) New Year's Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Christmas Day, Boxing Day, Australia Day, Anzac Day, King's Birthday, Grand Final Eve and Labour Day.
 - a) Melbourne Cup Day or an appropriate local day may be observed as a public holiday each year in place of Melbourne Cup Day, or an additional day may be added on to annual leave.

69 Day off in lieu of holiday falling on a Saturday or Sunday

- (1) When Christmas Day is a Saturday or a Sunday, a public holiday in lieu thereof shall be observed on 27 December.
- (2) When Boxing Day is a Saturday or a Sunday, a public holiday in lieu thereof shall be observed on 28 December.
- (3) When New Year's Day is a Saturday or Sunday, a public holiday in lieu thereof shall be observed on the next Monday.
- (4) For work performed on a Saturday or Sunday which is a public holiday, and where that public holiday is substituted in accordance with this sub-clause, normal Saturday and Sunday rates will apply.

70 Principles of Rostering on Public Holidays

- (1) The Company and the Union acknowledge that the business must be able to be fully operational, 365 days per year, including all public holidays. This is necessary to meet our customers' specific requirements. The parties also acknowledge that the Company must be able to satisfy its customers in order to keep those customers, and therefore to stay in business.

- (2) The parties support the principle that rostering on public holidays must be fair to all employees. Public Holidays will be worked as per an employee's normal roster unless otherwise agreed with their manager for reasons such as religious observance or other personal need.

71 Public Holiday Rates

- (1) An employee (except for a casual employee) who performs work on one of the holidays prescribed in clause 68(1) hereof shall be paid a special rate as follows:
- a) Normal rostered hours shall be paid for the public holidays plus a penalty for hours worked of double time; or
 - b) a penalty of single time plus the number of hours worked (to a maximum of the normal rostered shift) banked into advanced hours. This option must be elected in writing prior to the public holiday.
- (2) Where an employee is "allowed time off and paid at ordinary time the normal rostered hours of the day immediately preceding the said public holiday" normal rostered hours shall be paid for that day plus a penalty for hours worked of single time on public holiday.
- (3) Normal rostered hours shall be paid for Good Friday and Christmas Day plus
- a) a penalty for hours worked of double time and a half; or
 - b) a penalty of single time plus the number of hours worked (to a maximum of the normal rostered shift) banked into annual leave. This option must be elected in writing prior to the public holiday.
 - c) This sub clause is not applicable to substituted public holidays and the rate in clause 71(1)a) of this clause will apply.
- (4) Where an employee is "allowed time off and paid at ordinary time the normal rostered hours of the day immediately preceding Good Friday and Christmas Day", normal rostered hours shall be paid for that day plus a penalty for hours worked of time and a half on public holiday. This sub clause is not applicable to substituted public holidays and the rate in clause 71(3) will apply.
- (5) Where a full time employee on a rotating roster is rostered off on a public holiday (and has not been allowed off and paid for the day immediately preceding that public holiday), then normal rostered hours shall be paid for the public holiday at single time. This does not apply to public holidays, which fall on a Saturday or Sunday, and no substituted public holiday is declared.
- (6) Where a full time distribution or Dandenong employee on a fixed roster is rostered off on a public holiday (and has not been allowed off and paid for the day immediately preceding that public holiday), then Normal rostered hours shall be paid for the public holiday at single time. This does not apply to public holidays, which fall on a Saturday or Sunday, no substitute public holiday is declared.
- (7) Where hours are worked in excess of normal rostered hours on a public holiday then, based on the ordinary rate of pay, the following rates shall apply:
- a) Triple Time: New Year's Day, Australia Day, Labour Day, Easter Monday, Anzac Day, King's Birthday, Melbourne Cup Day (or an appropriate local day) and Boxing Day;
 - b) Triple time and a half: Christmas Day and Good Friday.
- (8) An employee, except for a casual, may elect in writing prior to the public holiday and with the consent of the Company, to take time off in lieu at the special rates for time worked on the public holiday.
- (9) Casuals shall be paid at a rate of triple time for hours worked on a public holiday excluding the penalty rate as referred to in 12(3).
- (10) Employees required to work on a public holiday shall be paid the applicable penalty rate for a minimum of four hours' work.
- (11) For Easter Saturday rates refer to clause 19

72 Span of Hours on a Public Holiday

- (1) The span of hours to constitute a public holiday shall be deemed to be all hours worked commencing on the public holiday and to include hours worked beyond 12.00 midnight on the public holiday.
 - a) Absent Before or After a Public Holiday
 - i) Where an employee is absent on the working day immediately before or after a public holiday, an employee is required to provide a medical certificate for this absence as indicated in Clause 53(1)c) unless the employee has the company's prior consent for the absence.

73 Extended Sick Leave for Long Term Illness or Injury

- (1) After an employee's sick leave entitlement has been exhausted, in any one year a further period of up to three months shall be provided in circumstances of serious long-term illness or injury. Applications for extended sick leave must be made in writing to Human Resources, providing a full medical certificate stating it is a serious long-term illness or injury, and the duration of the absence required. Such leave will only be granted once that employee has exhausted all accrued personal/carers leave.
- (2) An extension for a further period of three months will also be provided subject to full medical certification. To the extent that any further annual leave or personal/carers leave have accrued during the initial 3 month period described in 73(1) above, that further accrued leave must be taken before the second period of extended sick leave is granted.
- (3) On completion of extended sick leave, the employee must undertake a medical with either the company preferred doctor or their own doctor prior to returning to work, confirming they are fit for duties/inherent requirements. If the employee elects to use their own doctor a copy of the duty statement listing the requirements of the role from the SH&E Department must be completed and returned by the treating doctor.
- (4) All medical certificates that are submitted whilst an employee is accessing the extended sick leave scheme must be issued by a certified medical practitioner who is registered with the Medical Board of Australia.
- (5) A serious injury or illness means an injury or illness such as the person is required to have: (a) treatment as an in-patient in a hospital for more than 5 consecutive days; or (b) long-term treatment for: (i) Cancer (ii) a serious head injury; or (iii) a serious eye injury (not elective surgery); or (iv) a serious burn or infection; or (v) the separation of their skin from an underlying tissue; or (vi) a spinal injury; or (vii) the loss of a bodily function; or (viii) serious lacerations; or (c) medical treatment due to exposure to a substance; or (d) mental disorder requiring psychiatric treatment. Extended sick leave will not be approved if a certified medical practitioner determines the seriousness of the injury or illness does not fit within this definition or to the degree of seriousness outline in this definition.
- (6) Any dispute regarding this clause will be in line with the grievance procedure in clause 75.

74 Jury Service Leave

- (1) An employee other than a casual who is required to attend jury service during their ordinary working hours shall be reimbursed by the Company an amount equal to the difference between the amount paid in respect of the employee's attendance for such jury service and the amount of wage the employee would have received in respect of the ordinary time which would have been worked had the employee not been on jury service.
- (2) The employee shall notify the Company as soon as possible of the date upon which they are required to attend for jury service. The employee shall give the Company proof of attendance, the duration of such attendance and the amount received in respect of such attendance.

PART 5 – CONSULTATION

75 Grievance Procedure

- (1) The following procedure shall apply in the event of a matter of grievance being raised by an employee or in relation to the NES:
 - a) The employee shall in the first instance discuss it with their immediate Team Manager. If the grievance is of a particularly sensitive or serious nature, the employee may refer the matter directly to a Senior Manager.
 - b) If the matter cannot be resolved at this level, the Team Manager shall refer the matter to their immediate Manager and advise the employee of this action. The Team Manager must refer matters of a particularly sensitive or serious nature, such as harassment, directly and immediately to a Senior Manager.
 - c) If the matter cannot be resolved at this level the employee may refer it to their union delegate or nominated representative who may discuss it with the relevant Manager.
 - d) If the matter cannot be resolved at this level the matter shall be referred to a Senior Manager who shall attempt to resolve it.
 - e) It is agreed steps 75(1)a) to 75(1)c) shall take place within seven days where possible.
 - f) If the matter remains unresolved, either party may seek the assistance of a representative (including, if applicable, their Union representative or nominated representative) or nominated Company representative to resolve it.
 - g) As a last resort the matter shall be referred to the FWC for conciliation and arbitration if necessary.
 - h) Whilst the procedure in this clause is being followed there shall be no disruption to the Company's operations, work shall continue as normal in accordance with custom and practice (if any) existing prior to the dispute, and no party shall attempt to aggravate or escalate the dispute.

76 Introduction Of Change

Major Change

- (1) Where the Company has made a definite decision to introduce major changes in production, program, organisation, or structure that are likely to have significant effects on employees, the Company shall notify the employees who may be affected by the proposed changes and the Union or the affected employees' nominated representative.
- (2) "Significant effects" include termination of employment, major changes in the composition, operation or size of the Company's work-force or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs. Provided that where the Agreement makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.
- (3) The Company shall discuss with the employees affected and the Union, inter alia, the introduction of the changes referred to in clause 75(1), the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt and genuine consideration to matters raised by the employees and/or the Union in relation to the changes. If any affected employees appoint a representative for the purposes of this consultation and notify the Company of the appointment (including a Union representative or nominated representative), then the Company will also consult with that representative.
- (4) The discussions shall commence as early as practicable after a definite decision has been made by the Company to make the changes referred to in clause 75(1) hereof.

- (5) For the purpose of such discussion, the Company shall provide in writing to the employees concerned and the Union, all relevant information about the changes including the nature of the change proposed; the expected effects of the changes on employees and any other matters likely to affect employees provided that the Company shall not be required to disclose confidential information the disclosure of which would be inimical to the Company's interests.

77 Notification of roster

- (1) Employees will assist with flexibility requirements to meet business needs and in particular in respect of roster changes and start and finishing times.
- (2) Employees shall be advised by the Company at least one week in advance of their roster.
- (3) A change of more than two hours in an employee's commencement time shall require four weeks' notice, unless otherwise agreed.
- (4) The roster may change by shorter notice, by agreement.

78 Change to a Regular Roster or Ordinary Hours of Work

- (1) If the Company proposes to introduce a change to employees' regular rosters or ordinary hours of work, the following consultation procedure will be followed:
- a) The Company must notify employees who may be affected by the proposed change.
- b) Any affected employees may appoint a representative for the purposes of the consultation procedure. If an affected employee appoints, or affected employees appoint, a representative (including a Union representative) for the purposes of consultation and the employee advises or employees advise the Company of the identity of the representative, then the Company must recognise the representative.
- (2) As soon as practicable after proposing to introduce the change, the Company must:
- a) Discuss with affected employees the introduction of the change; for the purposes of the discussion, provide to the affected employees all relevant information about the change (including the nature of the change), information about what the Company reasonably believes will be the effects of the change on the employees and information about any other matters that the Company reasonably believes are likely to affect the employees. However, the Company is not required to disclose confidential or commercially sensitive information the disclosure of which would be inimical to the Company's interests;
- b) invite the affected employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
- c) give prompt and genuine consideration to matters raised about the change by the affected employees.

79 Individual Flexibility Agreements

- (1) The Company may agree to make an individual flexibility arrangement with an employee (other than an employee on probation) to vary the effect of the following terms of the Agreement:
- a) When work is performed;
- b) Overtime rates;
- c) Penalty rates; and
- d) Allowances.
- (2) An individual flexibility agreement may be made in the following circumstances:
- a) if the arrangement meets the genuine needs of the Company and the employee in relation to one or more of the matters mentioned in clause 79(1); and

- b) the arrangement is genuinely agreed to by the Company and the employee.
- (3) The Company will ensure that the terms of the individual flexibility arrangement:
 - a) are about permitted matters under section 172 of the Act and are not unlawful terms under section 194 of the Act; and
 - b) result in the employee being better off overall than the employee would otherwise have been if no arrangement was made.
- (4) The Company will ensure that the individual flexibility arrangement:
 - a) is in writing; and
 - b) includes both the names of the Company and the employee; and
 - c) is signed by both the Company and the employee, and if the employee is under 18 years of age, signed by their parent or guardian; and
 - d) includes details of:
 - i) the terms of the Agreement that will be varied by the arrangement; and
 - ii) how the arrangement will vary the effect of the terms of the Agreement; and
 - iii) 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
 - iv) states the day on which the arrangement commences.
- (5) The Company will give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (6) Either the Company or the employee can terminate the individual flexibility arrangement:
 - a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - b) if the employee and the Company agree in writing – at any time.

80 Disciplinary Procedure

- (1) Where disciplinary action is necessary, the management representative shall notify the employee of the reason. The first warning may be verbal and will be recorded on the employee's personnel file. The employee may, at their option, have a Union representative, or their nominated representative present at any time during the process.
- (2) If the problem continues the matter will be discussed with the employee and a second warning in writing will be given to the employee and recorded on their personal file. The employee may, at their option, have a Union representative, or their nominated representative present at any time during the process.
- (3) If there is a further performance or conduct problem, the employee will be subject to further disciplinary action. If a final warning is to be given then it shall be issued in writing and recorded on the employee's personal file. The employee must be asked if they require a Union representative, or their nominated representative to be present.
- (4) In the event of further disciplinary action being necessary, then the employee may be terminated. No dismissals are to take place without the authority of senior management.
- (5) Immediate dismissal of an employee may occur for an act of serious and wilful misconduct.
- (6) If a dispute should arise over disciplinary action (excluding the termination of an employee's employment), an employee may elect to refer the matter to the relevant Union, who will meet with the Company or their nominated representative to seek to resolve the dispute.
- (7) As a last resort, a dispute under clause 81(6) may be referred to the FWC for conciliation and arbitration if necessary.

- (8) Whilst the procedure in this clause is being followed there shall be no disruption to the Company's operations, work shall continue as normal in accordance with custom and practice (if any) existing prior to the dispute, and no party shall attempt to aggravate or escalate the dispute.
- (9) The effect of a warning will lapse after twelve months for the purpose of this clause, if no further warning is given.

81 Transfer to Lower Paid Duties

- (1) As a consequence of disciplinary action, the Company has the right to transfer an employee to lower paid duties, however, the same period of notice to transfer as prescribed for terminations must be given or pay in lieu at ordinary pay.

82 Suspension

- (1) The purpose of this clause is to provide a "cooling off" period and to remove an employee from the site immediately after, the employee's alleged serious breach of discipline/contract/ Company policy and to allow sufficient time for a full and proper investigation.
- (2) Application
 - a) Where requested by the employee, the appropriate Union official or nominated representative shall always be advised when this clause is invoked. For the purposes of this sub clause the "Appropriate Union official" is the site/departmental employee representative, in their absence the Union Organiser/Safety Officer or in their absence the Union Secretary.
 - b) Where the appropriate Union official or nominated representative has been requested by the employee and cannot be contacted, an immediate suspension shall apply of no longer than 24 hours, until the appropriate Union official or nominated representative is contacted.
- (3) Conduct Justifying Suspension
 - a) An employee may be suspended for conduct, which amounts to a serious breach of contract or a serious breach of discipline or a serious breach of Company policy. Without limiting the generality of the foregoing, circumstances justifying suspension include allegation of:-
 - i) an employee attending for work in a state of intoxication or in a state which reasonably resembles intoxication;
 - ii) fighting, verbal abuse, threatening behaviour, sexual harassment; and other forms of harassment, provocation or discrimination.
 - iii) unsafe work practices after correct instructions have been given e.g. removal of safety device, unsafe fork-lift driving.
 - iv) causing wilful damage.
 - v) theft or attempted theft.
 - vi) threatening to cause a detriment to the business.
 - b) This clause will not normally apply to absenteeism, unsatisfactory work performance and lateness.
 - c) This clause does not abrogate the right to dismiss an employee summarily where the conduct of the employee warrants such action.
 - d) The Drug and Alcohol Policy may be applied in conjunction with this clause. As part of this policy, any employee may be required to undertake a breathalyser test when suspected of being under the influence of alcohol. An employee may also be suspended without having been breathalysed, if it is alleged that the employee is at work, or about to commence work, in a state which reasonably resembles intoxication.
- (4) Duration of Suspension
 - a) The period of suspension shall be agreed between the Company and the appropriate Union official or nominated representative. It shall correspond to the period required to fully and properly assess the facts including an interview with the employee

- (5) Procedure
- a) Upon the conclusion of the investigation the Company and the appropriate Union official or nominated representative shall record their determination and immediately advise the employee in writing of their determination.
 - b) If the Company and the appropriate Union official or nominated representative have determined that a breach of contract/discipline/Company policy did not occur the employee shall resume duties as soon as practicable, and the employee shall receive the wages the employee would have normally received had the employee not been suspended. This does not include payment for additional time outside the standard roster.
 - c) If the Company and the appropriate Union official or nominated representative agree that a breach of contract/discipline/Company policy did occur they shall agree on the appropriate course of disciplinary action. This may involve any one or more of the following:
 - i) non-payment of wages for the period of the employee's suspension.
 - ii) formal warning/final warning;
 - iii) termination of employment.
 - d) If the Company and the appropriate Union official or nominated representative cannot agree on whether and/or how the employee should be disciplined, the Grievance procedure (clause 75), shall be followed and, until the matter is determined, the employee shall be suspended with pay.

83 Summary Termination

- (1) The Company may summarily terminate the employment of the Employee if the Employee commits an act of serious misconduct as prescribed by the Fair Work Act 2009 and Fair Work Regulations 2009, including the following indicative acts:
- a) Where the Employee engages in any act or omission constituting misconduct in respect of his or her duties;
 - b) Where the Employee wilfully fails or wilfully neglects to perform or carry out their duties or functions;
 - c) Where the Employee commits a serious or persistent breach or non-observance of any of the provisions of this Agreement;
 - d) Where the Employee is engaged in any conduct which in the opinion of the Company might tend to injure the reputation or standing of the Company;
 - e) Where the Employee threatens to cause a detriment to the business;
 - f) Where the Employee removes from the premises, for any purpose, any item belonging to the Company without the express prior approval of the Company;
 - g) Where the Employee refuses or neglects to comply with any lawful and reasonable order by the Company or any other person duly authorised by the Company, such as a Manager, Team Manager or Process Specialist;
 - h) Where the Employee operates any machinery, including vehicles, in a state of intoxication or in a state which reasonably resembles intoxication;
 - i) Where the Employee engages in fighting, verbal abuse, threatening behaviour, sexual harassment; or other forms of harassment, provocation or discrimination.
 - j) Where the Employee engages in unsafe work practices after correct instructions have been given e.g. removal of safety device, unsafe fork-lift driving;
 - k) Where the Employee causes wilful damage;
 - l) Where the Employee engages in theft or attempted theft.

- (2) In such cases, the employee will be required to immediately leave the Company's premises.
- (3) In the case of termination under this clause, the Company shall pay to the Employee all wages owed up to the close of business on the day of termination.
- (4) Summary dismissal may occur without a preceding period of suspension.
- (5) An employee may only be summarily dismissed with the authority of a Senior Manager.
- (6) Where requested by the employee, the Senior Manager, or the employee's representative, will contact a Union representative as soon as possible when a summary dismissal occurs.
- (7) Where delay does not represent any risk to person or property, and where requested by the employee, the Company will attempt to contact a Union representative prior to the summary dismissal occurring.

PART 6 – HUMAN RESOURCE MATTERS

84 Redundancy

The following redundancy provisions apply to permanent employees.

- (1) Consultation
 - a) Once the Company has made a definite decision to follow a course of action, which may lead, to an employee's job becoming redundant, the Company will follow the procedure set out in clause 76 (Introduction of Change).
 - b) Expression of Interest in Voluntary Redundancy
 - i) The Company, wherever practicable, will call for expressions of interest in voluntary redundancy prior to finalising any redundancy.
 - ii) The Company, however, reserves its rights not to accept voluntary redundancy, but all expressions of interest will be carefully considered before any final decision is made.
- (2) Period of Notice
 - a) An employee whose position is about to become redundant and who has not been placed in another position shall be entitled to 6 weeks' notice of termination.
 - b) In the instance of total site or factory closure an additional 3 weeks' notice will be provided.
 - c) An employee who is over 45 years of age at the time of being giving notice and who has not less than 2 years current continuous service shall be entitled to an additional 1 weeks' notice.
 - d) Payment in lieu of notice may be made in full or in part at the discretion of the Company.
 - e) 'Weeks' notice' refers to 38 hours at ordinary pay.
- (3) Severance Pay
 - a) In addition to the prescribed notice of termination referred to above, an employee is entitled to the following amount of severance pay upon termination resulting from their position becoming redundant.
 - b) For each year of completed continuous service, an employee shall receive 4 weeks ordinary pay to a maximum of 64 weeks.
 - c) The minimum severance pay shall be 8 weeks ordinary pay.
 - d) Casual service shall not be counted as part of completed continuous service.
 - e) 'Ordinary pay' means the Enterprise Agreement weekly pay including any over award payment excluding shift allowances, bonuses, loadings, overtime, allowances or any other penalty payments.
- (4) Long Service Leave
 - a) Long Service Leave shall be paid on a pro-rata basis for all employees who have completed 5 years or more continuous service at ordinary rates of pay.
 - b) In the case of non-voluntary redundancy, Long Service Leave shall be paid on a pro-rata basis for all employees who have completed 5 years or more continuous service at annualised earnings rates of pay.
- (5) Time Off During Notice Period

An employee is entitled to up to one day's time off each week during the period of notice of termination without loss of pay for the purpose of seeking alternative employment.
- (6) An Employee Leaving During Notice Period

An employee who has been given notice of a termination due to a redundancy and who, as a result of their own action, has found suitable alternative employment prior to the expiration of the notice period would still be entitled to severance pay benefits but not to any payment in lieu of notice.

- (7) **Notice to Centrelink**
Where a definite decision has been made to terminate 15 or more employees due to redundancy, the Company will notify Centrelink in writing before the retrenchments occur. The Company will advise Centrelink in writing of the reasons for the terminations, the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.
- (8) **Transfer to Lower Paid Duties**
As an alternative to redundancy, the Company has the right to transfer an employee to lower paid duties, however, the employee so affected will have their rate of pay maintained as prior to the transfer, until such time as the rate for the lower paid duties exceeds the affected employee's rate via wage absorption or until a period of twelve months elapses, whichever occurs the sooner.
- (9) **Resignation or Retirement**
Any employee who has notified the Company, prior to the date of notification of intended redundancies, of their intention to resign or retire shall not be eligible for any retrenchment benefits.
- (10) **Transfer to a Different Geographical Site**
An employee who is transferred to a similar position, as an alternative to redundancy, at a significantly different geographical site shall receive the following payment upon completion of the nominated length of continuous service at the new site.

Weeks of completed continuous service	Payment (\$)
13	500.00
26 (additional 13 weeks)	500.00
52 (additional 26 weeks)	500.00

- (11) **Exemptions**
- a) Employees employed for a specific period of time or engaged to perform a specific task or tasks
 - b) Where the Company finds alternative employment for the employee.
 - c) An employee who is transferred to a similar position at a different geographical site.
 - d) Casual employees.

85 Harassment, Discrimination, Bullying & Equal Employment Opportunity

- (1) It is the intention of the parties to this Agreement to prevent and eliminate harassment and discrimination as defined by the Equal Opportunity Act 2010 (VIC) and the Fair Work Act 2009 as amended from time to time which includes:
- a) discrimination on the basis of sex, marital status, family responsibilities, pregnancy, parental status, age, race, impairment, religion, political belief or activity, trade union activity, lawful sexual activity and association with, or relation to, a person identified on the basis of the above attributes;
 - b) harassment and sexual harassment;
 - c) racial and religious vilification; and
 - d) bullying.
- (2) Any behaviour which creates an offensive, uncomfortable or threatening work environment will not be tolerated.
- (3) Accordingly, in fulfilling their obligations under the Grievance Procedure in Clause 75, the parties to this Agreement must take reasonable steps to ensure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory in their effects. All complaints will be treated sensitively, fairly, confidentially and in a timely manner.

- (4) Under the Equal Opportunity Act 2010 (VIC) it is unlawful to victimise an employee. Victimisation occurs when a person is treated less favourably than others, or is threatened with less favourable treatment because that person has made, or intends to make, a discrimination or harassment complaint.

86 Training, Skill Development And Career Opportunities

- (1) To achieve our company vision we will need all employees to be flexible, receptive to change, multi-skilled, bottom line focussed, safety orientated and team-oriented.
- (2) This will involve the Company, employees and the Union working together to create a highly skilled, productive and effective organisation which provides good returns for shareholders, good products and service to customers and is a great place for everyone to work.
- (3) The parties commit to:
- a) Working in a safe manner and abiding by the Company's Safety policies and procedures;
 - b) Developing a more highly skilled and flexible workforce;
 - c) Providing employees with career opportunities through appropriate learning to acquire and use skills;
 - d) Providing full induction training to all employees.
- (4) Employees shall willingly participate in necessary training to enable them to perform agreed multi-skilled activities. This shall include but not be limited to:
- a) Employees willingly participating in necessary training in operations of all manufacturing sites and distribution centres covered by this Agreement.
- (5) Employees, at the discretion of the Company, and with agreement of the employee, may be trained in production and plant operation. Once adequately trained and assessed to perform these duties, the employee shall perform them as directed by the Company.
- (6) Where duties require trade or regulatory requirements, all training shall meet the relevant trade and regulatory requirements.
- (7) Employees accept the need to acquire and use appropriate skills and/or qualifications to progress in the skill based classification structure.
- (8) Training plans and programs shall continue to be developed consistent with the Legislative requirements associated with:
- a) Occupational Health and Safety;
 - b) Food Safety Regulations;
 - c) HACCP programs;
 - d) GMP programs;
 - e) Equal Employment Opportunity;
 - f) Environmental Management;
 - g) The current future skill needs of the Company;
 - h) The size, structure and operational needs of the Company; and.
 - i) The need to sustain continuous improvement programs, within the business

87 Occupational Health And Safety And Food Safety In The Workplace

- (1) Principles of Occupational Health and Safety in the Workplace
- a) The parties are committed to implementing the following principles of Occupational Health and Safety:
 - i) providing safe plant, equipment and working environment;
 - ii) providing all necessary training to employees to ensure safe working processes and practices;
 - iii) enforcing adherence to safe working processes and practices, via counselling and disciplinary action where necessary. In such circumstances, the provisions as set out in Disciplinary Procedure (clause 80), Suspension (clause 82) or Summary Termination

- (clause 83) will apply. All managers and team leaders must also comply with and promote safe working processes and practices; and
- iv) All managers and team leaders must also comply with and promote safe working processes and practices.

88 Heat Policy

- (1) All employees will work in safe working conditions. This includes atmospheric conditions.
- (2) Therefore, where the indoors temperature is in the vicinity of 40°C, the Company will provide constant access to cool water. In designated areas where access to cool water is impractical, (plastic) bottled water will be provided.
- (3) The Company will also provide regular short breaks of 10 minutes to employees working constantly in very hot conditions.

89 Compulsory Wearing of Personal Protective Equipment

- (1) All employees are required to wear personal protective equipment as is necessary or appropriate in performing required duties. Failure to wear such equipment will automatically be regarded as a refusal to work as directed; except insofar as the production of an appropriate medical certificate prohibiting the wearing of such equipment will be regarded as a lawful excuse, and provided that the Company is still able to meet legal employment and public health obligations.
- (2) An employee shall return all personal protective equipment, gear, clothing or protection that the Company supplies when the employee leaves the Company.
- (3) Employees required to wear safety footwear shall be supplied, by the Company, with up to 2 pairs of safety footwear per annum.
- (4) Employees must comply with all Food Safety requirements, as directed by management.
- (5) The Company shall provide all training associated with the requirements in this clause.

90 Union Delegate Leave and Noticeboard

- (1) Union Recognition
 - a) The Employer recognises the Union delegates who are elected by the employees as the on site representatives of the Union
 - b) The Employer supports the right of all Employees to actively participate in the Union. Industrial matters will continue to be dealt with on a collective basis.
- (2) Noticeboard
 - a) Goodman Fielder shall supply and erect a notice board in a suitable prominent location (for example the lunch room) at the site for the purpose of enabling the Union or Union delegates to post any notice in connection with this Agreement or other matters related to the employment of the employees or their Union membership which the Union may require to have posted.
- (3) Trade Union Training Leave
 - a) Each Union delegate shall be afforded sixty (60) hours of Union Delegate leave per year, to be paid at average weekly pay by prior agreement with the Employer. This agreement will not unreasonably be withheld but will be subject to the operational requirements of the business, with the employer having no less than 14 days' notice of any absence associated with attending training.
- (4) Extended leave for Union Delegates
 - a) In addition to the Union Delegate Leave described above, United Workers Union may also request in writing that the Company release a Union delegate on unpaid leave for periods of between four weeks and three months to participate in the United Workers Union member

organising program. In deciding whether to agree to the request, the Company will have regard to the period of notice provided, any disruption to operations, the cost of replacing the employee and any other relevant business considerations. In these deliberations, agreement will not be unreasonably withheld.

- (5) Payroll Deductions
 - (a) The company will arrange payroll deductions for union membership fees. The union will provide appropriate details and employee authorisation for the agreed weekly amount. The employee authorises the employer to deduct fees when the employee completes the UWU membership forms to authorise union membership fees deductions. The employer will remit them, along with a schedule of such contributions, to the union at regular intervals.
- (6) Consultative Committee Meetings
 - (a) There shall be established within 3 months of the operation of this agreement a Joint Consultative Committee (JCC) of Company representatives, Union Delegates and Union Organisers for the purposes of consultation between the parties on matters referred to in the Disputes Procedure.
 - (b) Employer representatives will have the necessary authority to make decisions and recommendations in the course of the committee's work.
 - (c) The UWU representatives may be either delegates or officials.
 - (d) The JCC will meet on a quarterly basis unless otherwise mutually agreed between company and union representatives.
 - (e) Minute-taker to be provided by the Company and minutes to be distributed to Union Delegates as well as placed on notice boards within five (5 days).
 - (f) Union Delegates who attend the meetings outside their ordinary hours of work shall be paid for the time they are in attendance.

91 Right Of Entry

- (1) This clause is to be read subject to the right of entry provisions set out in Part 3-4 of the Act. An authorised Union representative and/or delegate is able to speak with new employees and labour hire during their induction, the company will provide notification to the union and advise time of the scheduled induction to facilitate meeting with said new employees and labour hire.
- (2) Interviewing Employees
 - a) For the purpose of interviewing employees in regards to conditions of employment, a relevant Union official shall have the right to enter Company premises during the usual meal break on the following conditions:
 - i) That the Union official produces to a management representative of the Company, prior to entry, a duly signed authority from the Secretary of the Union.
 - ii) That if the Company alleges that a Union representative is unduly interfering with the work or is creating dissatisfaction amongst the employees or is offensive in their methods or is committing a breach of any of the previous conditions, the Company may refuse the right of entry, but the representative shall have the right to bring such refusal before the FWC.
- (3) Investigating Complaints
 - a) For the purpose of investigating complaints concerning the application of the Agreement, a duly accredited Union representative shall be afforded reasonable facilities for entering the Company's site or plant during working hours, subject to the following conditions:
 - i) That the Union representative discloses to the Company's management representative, prior to entry, the nature of the complaint which is to be investigated.
 - ii) That the Union representative make the investigation in the presence of the Company's management representative (if the Company and Union so agree).
 - iii) That the Union representative does not interfere with work proceeding on the site or in the plant.
 - iv) That the Union representative acts in a proper manner.
- (4) An employee appointed Union delegate in the department in which they are employed shall, upon written notification by the Secretary/Treasurer of the Union to the Company, be recognised as the accredited

representative of the Union, and shall be allowed the necessary time during working hours to interview members provided the relevant manager has agreed to the time, place and duration of these interviews.

- (5) An office shall be provided for Union use at Dandenong and Fairbank sites and office space at other sites for the purpose of collecting information from employees, interviewing employees in regards to conditions or matters of employment or for the purpose of investigating complaints concerning the application of the Agreement. Union delegates shall have reasonable access to resources to perform their role, including access to the internet, photocopier and a lockable filing cabinet.

92 Stop Work Meetings

- (1) The Unions shall be entitled to conduct a total of five paid stop work meetings per year in Victoria, provided that such meetings:
 - a) are held at a time and place agreed upon by the Union and the Company;
 - b) are a maximum of one hour's duration; and
 - c) cause minimum disruption to production and delivery
- (2) By mutual agreement of the Employer and the Union, additional on-site meetings may be held to consider and discuss matters relating to this Agreement or the renegotiation of this Agreement. Except where otherwise agreed, seven (7) days' notice of the meeting will be given to the Employer. Satisfactory arrangements are to be made for the maintenance of essential services during the meeting.

93 Transfer between sites

- (1) Should a permanent employee request a transfer to another Goodman Fielder site, covered by this Agreement, they will be given first right of refusal before employing another casual/part time/full time employee provided the transferring employee has the necessary skills and experience. Other sites not covered by this Agreement will be encouraged to consider all external transfer requests with priority.

PART 7 - SIGNATORIES

SIGNED ON BEHALF OF QUALITY BAKERS AUSTRALIA PTY LIMITED

Leanne Phillips
Name of Authorised Representative

People & Culture Business Partner
Position Title



Signature of Authorised Representative

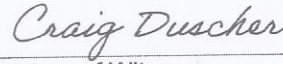
Address of Signatory:

4 Leah St
Forestville SA 5035

Date: 25/03/2024

Craig Duscher
Name of Witness

Regional Operations Manager
Position Title



Signature of Witness

Address of Witness:

4 Leah St
Forestville SA 5035

Date: 25/03/2024

SIGNED ON BEHALF OF UNITED WORKERS UNION

Mel Gatfield
Name of Authorised Representative

Director
Position Title



Signature of Authorised Representative

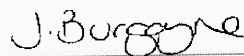
Address of Signatory:

37 Greek Street, Glebe NSW 2037

Date: 26/03/2024

Jenny Burgoyne
Name of Witness

Paralegal
Position Title



Signature of Witness

Address of Witness:

833 Bourke Street, Docklands Vic 3008

Date: 26/03/2024

SIGNED ON BEHALF OF EB AIR AS BARGAINING REPRESENTATIVE FOR THE EMPLOYEES THEY REPRESENT

EFU KOKA
Name of Authorised Representative

DIRECTOR
Position Title



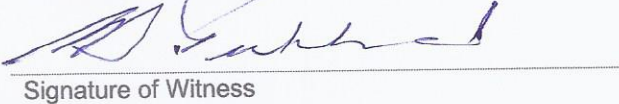
Address of Signatory:

38 ROMAWI ST
ALTONA

Date: 26-3-24

MENA PRITCHARD
Name of Witness

TRUSTEE
Position Title



Address of Witness:

38 ROMAWI ST
ALTONA

Date: 26.3.24

APPENDIX 1 CLASSIFICATION STRUCTURE

EMPLOYEE LEVEL 1

PREREQUISITES

Demonstrate numeracy skills and literacy and/or communication skills adequate to meet company requirements.

POINT OF ENTRY

New employee, who will not be utilising a trade qualification, excluding clerical/ administrative.

SKILLS/DUTIES

An employee in the first 3 (three) months of duty shall undertake an induction programme and training for any task associated with the operation of a bakery. This may involve training in more than one specific area depending on job requirements.

PROMOTIONAL CRITERIA

An employee remains at this probationary level for the first three months only. If deemed suitable at the conclusion of probation, the employee will be re-classified. If not deemed suitable, the employee will be terminated.

EMPLOYEE LEVEL 2

POINT OF ENTRY

- Employees at another level who have proven and demonstrated skills including Industry Certification or equivalent to the standard required at this level.

DEFINITION

An employee at this level operates a process as part of a team under supervision and requiring all competencies to AQF Level 2 as a minimum.

SKILLS/DUTIES

- Responsible for the quality of their own work.
- Work in a team environment.
- Undertake duties in a safe and responsible manner.
- Operation of all appropriate materials handling equipment.
- Perform duties in accordance with Standard Operating Procedures and instructions.

Indicative of the tasks which an employee at this level will be able to perform include the following:

INDICATIVE TASKS

1. Forklift Operation
2. Slicing, bagging or wrapping operator tasks.
3. Loading (bulk and load). Load preparation and loading.
4. Bread crumbing operator tasks. 1st year Trainee Baker (Adult) tasks.
5. Primary operation and care of all appropriate materials handling equipment.

PROMOTIONAL CRITERIA

- Demonstrated competency at this level.
- Availability of an appropriate position.
- Progression to Level 3 based on successful completion of the 1st year of approved Bakers (Adult) training.
- Successful outcome from the competitive selection process.
- Completion of training appropriate to the relevant higher level.

EMPLOYEE LEVEL 3

POINT OF ENTRY

- Employee Level 2; or
- Employees at another level who have proven and demonstrated skills including Industry Certification or equivalent to the standard required at this level.
- Entry point for Clerical / Administrative

DEFINITION

An employee at this level operates a system as part of a team under supervision and requiring all competencies to AQF Level 2 as a minimum, together with progression toward achievement of competencies at AQF Level 3.

SKILLS/DUTIES - INDICATIVE TASKS - LEVEL 3

- Perform duties in accordance with Standard Operating procedures and instructions.
- Capable of performing basic maintenance work.
- Responsible for quality of their own work.

PROMOTIONAL CRITERIA

- Completion of training appropriate to the relevant higher level.
- Demonstrated competency at this level.
- Availability of an appropriate position.
- Successful outcome from the competitive selection process.
- Progression to Level 4 based on successful completion of the Bakers (Adult) training. (Not for Clerical/Administrative employees)

EMPLOYEE LEVEL 4

POINT OF ENTRY

- Employee Level 3; or
- Employees at another level who have proven and demonstrated skills including Industry Certification or equivalent to the standard required at this level.

DEFINITION

An employee at this level operates a system as part of a team under supervision. Requires all competencies at AQF Level 3.

SKILLS/DUTIES - INDICATIVE TASKS

- Able to co-ordinate work in a team environment.
- Possess sound interpersonal and communication skills.
- Responsible for quality control standards.
- Has sound working knowledge of all bakery duties performed at all levels below this level, exercises discretion within the scope of the level.
- Is in charge of a team of employees as designated by the Company.
- Provide direction and guidance to other employees including the ability to assist in the provision of on-the-job training and induction.
- Exercises discretion within the scope of this level.
- Perform duties in accordance with Standard Operating Procedures and instructions.
- SAP for distribution purposes

Indicative of the tasks, which an employee at this level may perform, are the following:

1. Bread Room Leading Hand.

PROMOTIONAL CRITERIA

Promotion will depend upon:

- Demonstrated competency at this level.
- Completion of training appropriate to the relevant higher level as determined by the Company.
- Availability of an appropriate position.
- Successful outcome of the competitive selection process.

EMPLOYEE LEVEL 5

POINT OF ENTRY

- Employee Level 4; or
- Employees at another level who have proven and demonstrated skills including Industry Certification or equivalent to the standard required at this level.

DEFINITION

An employee appointed to this level undertakes a specialist technical and/or leadership role involving specific responsibility and accountability to the business. They may be required to train other employees in the skills of their own grade and below by means of personal instruction and demonstration.

SKILLS/DUTIES - INDICATIVE TASKS

- Responsible for quality control standards
- Sound working knowledge of all bakery duties performed at all levels below this level and exercises discretion within the scope of the level.
- At times be responsible for a team of employees as designated by the Company.
- Provides direction and guidance to other employees, including the ability to assist in the provision of on-the-job training and induction.
- Possess advanced level of interpersonal and communication skills.
- Exercises discretion within the scope of this level.
- Applies proven and demonstrated skills usually in a technical/craft area.
- Perform duties in accordance with Standard Operating Procedures and instructions.
- Hold basic computer skills such as production downtime recording requirements (OFS) and SAP for distribution

Indicative of the tasks, which an employee at this Level may perform, are the following:

1. Doughmaker (experienced/full-time position).
2. Tasks of a Multi-skilled baker with Doughmaker ability.
3. Breadroom line Supervisor.
4. Distribution Supervisor.
- 5.

PROMOTIONAL CRITERIA

Promotion will depend upon:

- Demonstrated competency at this level.
- Completion of training appropriate to the relevant higher level as determined by the Company.
- Availability of an appropriate position.
- Successful outcome of the competitive selection process.

EMPLOYEE LEVEL 6

POINT OF ENTRY

- Employee Level 5; or
- Employees at another level who have proven and demonstrated skills including Industry Certification or equivalent to the standard required at this level.

DEFINITION

An employee appointed to this level undertakes a more specialist function involving responsibility and accountability to the enterprise including leadership, employee development and promotion of relevant statutory requirements, associated with Occupational Health and Safety, Good Manufacturing Practice, Food Safety (eg HACCP) and Equal Employment Opportunity and/or specialist technical skills. The position requires competencies to AQF Level 3 together with a progression toward achievement of competencies at AQF Level 4.

SKILLS/DUTIES - INDICATIVE TASKS

- In charge of a team, and takes a hands on approach in supporting their team.
- Performs duties in accordance with Standard Operating Procedures and Instructions.
- Responsible for development of Standard Operating Procedures.
- Responsible for Quality Control Standards.
- Sound working knowledge of all bakery duties performed at this and all lower levels.
- Team development to attain set objectives.
- Provides direction and guidance to other employees including training and induction.
- Have excellent interpersonal and communication skills.
- Implements specialist technical improvements and control functions.
- Works on minimising production downtime
- Assist the Line specialist on day to day issues

Indicative of the tasks, which an employee at this level may perform, are the following:

1. Department/group supervisor (distribution).
2. Leading Hand/Trainee Line Specialist.

PROMOTIONAL CRITERIA

Promotion will depend upon:

- Demonstrated competency at this level.
- Completion of training appropriate to the relevant higher level as determined by the Company.
- Availability of an appropriate position.
- Successful outcome of the competitive selection process.

EMPLOYEE LEVEL 7

POINT OF ENTRY

- Employee Level 6; or
- Employees at another level who have proven and demonstrated skills including Industry Certification or equivalent to the standard required at this level.

DEFINITION

An employee appointed to this grade undertakes a highly specialist function involving responsibility and accountability to the enterprise including leadership, employee development and promotion of relevant statutory requirements, associated with Occupational Health and Safety, Good Manufacturing Practice, Food Safety (eg HACCP) and Equal Employment Opportunity. Additionally the level requires a demonstrated knowledge of business measurements and independent development and achievement of business goals. The position requires all competencies to AQF Level 4.

SKILLS/DUTIES - INDICATIVE TASKS

- Performs duties in accordance with Standard Operating Procedures and Instructions.
- Development and implementation of Standard Operating Instruction.
- Responsible for Quality Control Standards.
- Sound working knowledge of all bakery duties performed at this and all lower levels.
- Team creation and development to attain agreed objectives.
- Provides direction and guidance to other employees including development and implementation of training and induction programmes.
- Have excellent interpersonal and communication skills; including working with contractors on site.
- If covering for team manager will be responsible for sending reports on waste, shift results and labour plans
- Continuous improvement focus and trouble-shooting – able to contribute to the improvement of existing process.
- SAP - Production scheduling & planning.
- Has a proactive approach towards minimising production/mechanical downtime by reporting issues in a timely manner and support others to do so
- Supports team members to drive cost improvements i.e. waste management
- Able to develop and implement new approaches to optimise manufacturing outputs
-

Indicative of the tasks, which an employee at this level may perform, are the following:

1. Line Specialist

APPENDIX 2

ADVANCED HOURS – Continuous Shift workers

2.1 Advance Hours

- (1) Advance hours are a structured means of providing shift flexibility for the employee and the company
- (2) Advance hours are included in total rostered hours each day.
- (3) For example: Worker A is rostered to work 9 hours in a day with 2 of those hours as advance hours. The 2 advance hours may be worked that day, or may be banked into the “advance hours bank”

2.2 Accruing Advance Hours

- (1) Advanced Hours shall be accrued as ordinary hours based upon any penalties associated with the actual hour accrued according to the following schedule:
 - a) Advanced Hours accrued Monday through Friday between 6 am and 6 pm (x 1)
 - b) Advanced Hours accrued Monday through Friday between 6 pm and 6 am (x 1.3)
 - c) Advanced Hours accrued Saturday (x 1.5) 1st 2 hours then (x 2) remaining hours.
 - d) Advanced Hours accrued Sunday (x 2)
- (2) Advanced Hours shall be debited from the Advanced Hour Total according to the same schedule they were accrued.

2.3 Using Advance Hours

- (1) Advanced Hours worked during overtime (hours in excess of their daily rostered hours which includes daily advanced hours) will be debited at the appropriate overtime rate
 - a) Advanced Hours used Monday through Friday, 1st 2 hours (x 1.5)
 - b) Advanced Hours used Monday through Friday after 1st 2 hours (x 2)
 - c) Advanced Hours used Saturday 1st 2 hours (x 1.5) then (x 2) remaining hours.
 - d) Advanced Hours used Sunday (x 2)
- (2) Advanced Hours may be used on an employee’s normal days off for the purposes of training or vacancy coverage and will be debited at a rate of 1.5 for the first 2 hours then at x 2.
- (3) Advanced Hours must be used before any additional overtime payments are made.

2.4 Limits on Advance Hours

- (1) The maximum number of Advanced Hours allowed to accrue by an employee may not be greater than two times (2 x) the weekly hours in the employees average earnings calculation. Any hours accrued in excess of this shall expire making the employee no longer liable for any work associated with those hours.
- (2) The maximum number of negative Advanced Hours allowed to accrue may not be greater than two times (2 x) the weekly hours in the employees average earnings calculation. Any hours negative accrued in excess of this shall be paid out to the employee at their normal hourly rate.
- (3) All records of Advanced Hours shall be signed by the employee and their manager.
- (4) A record shall be kept in conjunction with payroll.