

**Saputo Dairy Australia Pty Ltd  
and United Workers Union  
Dairy Beverage Centre Agreement 2023**

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# 1 Introduction

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## 1.1 Title

This Agreement will be called the Saputo Dairy Australia Pty Ltd and United Workers Union Dairy Beverage Centre Agreement (**Agreement**) 2023.

## 1.2 Definitions

The definitions used in the Agreement are set out in clause 13.

# 2 Coverage and Operation

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## 2.1 Parties covered

The following parties are covered by this Agreement:

- (a) Saputo Dairy Australia Pty Ltd (**Saputo**) (the **Employer**);
- (b) employees of Saputo who are employed in the classifications set out in Appendix A of this Agreement at Saputo's sites at 79 William Angliss Drive, Laverton North, Victoria and 111-113 Quarry Road, Erskine Park, New South Wales (the **Employees**); and
- (c) the United Workers Union (**UWU**) (the **Union**), 833 Bourke Street, Docklands VIC 3008.

## 2.2 Period of Operation

This Agreement will come into operation seven (7) days after approval by the Fair Work Commission (**FWC**) (the **Commencement Date**).

The Agreement has a nominal expiry date of 30 September 2026 and will continue to operate until replaced or terminated in accordance with the *Fair Work Act 2009* (**FW Act**).

## 2.3 Comprehensive Agreement

This Agreement replaces and operates to the exclusion of (to the full extent permitted by law) all other Awards, Agreements, and industrial instruments.

## 2.4 Relationship with NES

This Agreement shall be read and interpreted in conjunction with the National Employment Standards (**NES**) provided that where there is any inconsistency between this Agreement and the NES, the more beneficial provision to an Employee shall take precedence.

## 2.5 Renegotiation of Agreement

Saputo, Employees and the Union ("**the parties**") agree to commence negotiations for a new Enterprise Agreement to succeed this Agreement at least three (3) months before the nominal expiry date of this Agreement. The parties intend to conclude these negotiations prior to the nominal expiry date.

These negotiations will be conducted on a collective basis between the parties with the negotiated outcome being collectively approved.

The parties agree to bargain collectively in relation to any matters whether arising from this Agreement or not including the renewal, extension, variation or renegotiation of this Agreement.

Should negotiations for a new Enterprise Agreement not be finalised prior to the nominal expiry date of this Agreement, the rates of pay and conditions prescribed by this Agreement will continue to be observed for all employees by the Employer.

## **2.6 Anti-Discrimination and Representation at Work**

It is the intention of the Employer, the Employees and the Union to achieve the principal object in s3(e) of the *Fair Work Act 2009* (Cth) by enabling fairness and representation at work, and the prevention of discrimination, by recognising the right to freedom of association and the right to be represented as well as protecting against unfair treatment and discrimination.

Accordingly, in fulfilling their obligations under the disputes procedure, the Employer, the Employees and the Union must make every endeavour to ensure that neither the provisions of this Agreement nor their operation are directly or indirectly discriminatory in their effects or offend the "general protections" outlined in Part 3 -1 of the Act.

## **2.7 Not a precedent**

It is not the intention of the parties that this Agreement shall be used to obtain similar terms and conditions in any other enterprise.

## **3 Individual flexibility arrangement**

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**3.1** Saputo and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of any terms of this Agreement if:

- (a) the arrangement deals with an Employee initiated request for flexible working arrangements;
  - (i) arrangements about when work is performed;
  - (ii) overtime rates;
  - (iii) penalty rates;
  - (iv) allowances;
  - (v) leave loading; and
- (b) the arrangement meets the genuine needs of Saputo and the Employee in relation to one or more of the matters mentioned in paragraph 3.1(a); and
- (c) the arrangement is genuinely agreed to by Saputo and the Employee.

**3.2** Saputo must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the FW Act; and
- (b) are not unlawful terms under section 194 of the FW Act; and
- (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.

**3.3** Saputo must ensure that the individual flexibility arrangement:

- (a) is in writing; and

- (b) includes the name of Saputo and Employee; and
- (c) is signed by Saputo and the Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
- (d) includes details of:
  - (i) the terms of the Agreement that will be varied by the arrangement; and
  - (ii) how the arrangement will vary the effect of the terms; and
  - (iii) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences.

**3.4** Saputo will give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

**3.5** Saputo or the Employee may terminate the individual flexibility arrangement:

- (a) by giving no more than 28 days written notice to the other party to the arrangement (or such period as is prescribed by the FW Act); or
- (b) if Saputo and the Employee agree in writing - at any time.

## **4 Consultation regarding major workplace change**

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

This term applies if the Employer:

- (a) has made a definite decision to introduce major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the Employees; or
- (b) proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

### *Major change*

**4.1** For a major change referred to in 4.0:

- (a) The Employer must notify the relevant Employees and the Union of the decision to introduce the major change; and
- (b) Sub-clauses 4.2 to 4.8 apply.

**4.2** The relevant Employees may appoint a representative for the purposes of the procedures in this term.

**4.3** The Employer must recognise the representative if:

- (a) A relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
- (b) The Employee or Employees advises the Employer of the identity of the representative.

**4.4** As soon as practicable after making its decision, the Employer must:

- (a) discuss with the relevant Employees and the Union:
  - (i) the introduction of the change; and

- (ii) the effect the change is likely to have on the Employees; and
  - (iii) measures the Employer is taking to avert or mitigate the adverse effects of the change on the Employees; and
- (b) for the purposes of the discussion, provide, in writing, to the relevant Employees and the Union;
- (iv) all relevant information about the change including the nature of the change proposed; and
  - (v) information about the expected effects of the change on the Employees; and
  - (vi) any other matters likely to affect the Employees.
- 4.5** However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees or the Union.
- 4.6** The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees or the Union.
- 4.7** If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in paragraph 4.1(a) and subclauses 4.2 to 4.4 are taken not to apply.
- 4.8** In this term, a major change is ***likely to have a significant effect on employees*** if it results in:
- (a) the termination of the employment of Employees; or
  - (b) major change to composition, operation or size of the Employer's workforce or to the skills required of employees; or
  - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - (d) the alteration of hours of work; or
  - (e) the need to retrain Employees; or
  - (f) the need to relocate Employees to another workplace; or
  - (g) the restructuring of jobs.

*Change to regular rosters or ordinary hours of work*

- 4.9** For a change referred to in 4.0(b):
- (a) the Employer must notify the relevant Employees and the Union of the proposed change; and
  - (b) sub-clauses 4.10 to 4.14 apply.
- 4.10** The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- 4.11** If:
- (a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
  - (b) the Employee or Employees advise the Employer of the identity of the representative;
- the Employer must recognise the representative.
- 4.12** As soon as practicable after proposing to introduce the change, the Employer must:

- (a) discuss with the relevant Employees and the Union the introduction of the change; and
  - (b) for the purposes of the discussion, provide to the relevant Employees and the Union:
    - (i) all relevant information about the change, including the nature of the change; and
    - (ii) information about what the Employer reasonably believes will be the effects of the change on the Employees; and
    - (iii) information about any other matters that the Employer reasonably believes are likely to affect the Employees; and
  - (c) invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 4.13** However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees or the Union.
- 4.14** The Employer must give prompt and genuine consideration to matters raised about the change by the relevant Employees or the Union.
- 4.15** In this term **Relevant Employees** means the Employees who may be affected by a change referred to in subclause 4.0.

## **5 Dispute Resolution**

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- 5.1** Any dispute or claim (whether any such dispute or claim arises out of the operation of this Agreement, or the NES, or not) as to the wages or conditions of employment of any of the Employees covered by this Agreement will be settled in the manner outlined in this clause.
- 5.2** An Employee who is a party to the dispute may appoint a representative (including an UWU Official and/or Delegate) at any stage for the purposes of the procedures in this term.
- 5.3** In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee or Employees concerned and relevant supervisors and/or management.
- 5.4** If such discussions do not resolve the dispute, the parties will endeavor to resolve the dispute in a timely manner by discussions between the Employee or Employees concerned and more senior levels of management as appropriate.
- 5.5** If the matter is not resolved, it may be submitted by either party to a member of the FWC for conciliation, and after that, if the matter is still not resolved, for arbitration. The decision of the FWC shall, subject to any rights of appeal, be final and will be accepted by the parties.
- 5.6** Until the matter in dispute is determined, the status quo will prevail. The status quo is what existed immediately prior to the dispute being formally raised under this dispute procedure.
- 5.7** At any time during this procedure the parties will consider, and may agree to a trial (if appropriate) in relation to the matter in dispute.



## **6 Employment Arrangements**

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### **6.1 Types of Employment**

Employees may be engaged as permanent, casual or fixed term employees. Permanent and fixed term employees may be employed on a full-time or part-time basis. Employees may be employed on an on-going temporary or seasonal basis.

Upon commencement of employment with Saputo, Saputo will notify the Employee of his or her type of employment, and position.

#### **(a) Full time employment**

A full-time employee is an Employee who is engaged to work for an average of 38 ordinary hours per week.

Where required Employees will work an additional 10 minutes per day in addition to their ordinary hours to accommodate a shift handover. The requirement to work an additional 10 minutes is provided in conjunction with the paid meal break in accordance with clause 10.8.

#### **(b) Part Time Employees**

A part time Employee is an Employee who:

- (i) is engaged to work on a part time basis involving a regular pattern of work which on average is less than 38 hours per week;
- (ii) has reasonably predictable hours of work; and
- (iii) receives, on a pro-rata basis, equivalent pay and conditions to those of full time employees who do the same kind of work.

Before commencing part time employment, the Employee and Saputo must agree in writing;

- (iv) on the hours to be worked by the Employee, the days on which they will be worked and the commencing and finishing times for the work to be performed.
- (v) on the classification applying to the work to be performed.

The terms of the agreement may be varied by consent in writing. Any variation must be retained by Saputo and a copy of that agreement and any variation must be provided to the Employee.

Part time employees will be engaged, and paid, for a minimum of four (4) consecutive hours per shift.

Where a part time employee is required by Saputo to work in excess of their agreed hours, they will be paid overtime rates for the additional time worked, in accordance with the Overtime provisions of this Agreement.

#### **(c) Casual Employees**

Casual Employees are employees who are engaged as such, paid by the hour and work as required by Saputo. They may be required to work irregular hours or on a regular and systematic basis.

On each occasion that a Casual Employee is required to attend work, the Employee must be paid for a minimum of four (4) hours' work.

Unless otherwise provided in this Agreement, casual workers, whether directly engaged by Saputo or not, will be employed on the same terms and conditions as apply to other Employees who are covered by this Agreement other than paid leave (with the exception of long service leave and jury leave).

In order to enhance job security, it is an objective of this Agreement to maximise the use of permanent employment at the enterprise. Casual workers, whether directly engaged by Saputo or not, who are employed on a regular basis for a period of longer than **six (6) months** will be offered permanent employment provided that Saputo requires an ongoing permanent role to be performed.

Saputo agrees that work that is performed by persons who are not directly employed by Saputo and that would otherwise be covered by this Agreement will only be accepted by Saputo if those persons who perform the work receive wages and conditions (except where this Agreement provides otherwise) that are no less favourable than that provided for in this Agreement.

**(d) Temporary, fixed-term or Seasonal employment**

Temporary, fixed-term or seasonal employees are Employees who are:

- (i) engaged for a specified period of time or for the duration of a specified season (a season being a maximum of six months); and
- (ii) once the specified period of time or season has elapsed, the employment will terminate, unless the parties agree in writing to extend the engagement.

To avoid doubt, temporary, fixed-term or seasonal Employees may have their employment terminated before the end of the specified period of time or specified season by the giving of notice in accordance with the termination provisions in clause 7 of this Agreement, or without notice in circumstances justifying summary dismissal.

**6.2 Probation**

Each new Employee, other than Casuals, will be subject to a three (3) month probationary period from the commencement of his or her employment.

During the probationary period either party may terminate the employment with 1 week's notice or payment in lieu of such notice in accordance with clause 7.

**6.3 Work expectations**

Saputo may require an Employee to carry out any work that is within his or her skills, competence or training to the full extent of his or her capacity, subject to safety and statutory requirements.

The parties acknowledge that a primary objective in establishing the structures and classifications contained in this Agreement is to enable work to be performed in the most flexible manner without constraint and to encourage Employees to work to the full extent of their skill and training.

Employees may be rostered to work across all operational areas in which case the only limitation on the performance of an Employee's functions will be those based on skills, competency and safety.

Employees agree to cooperate with the introduction of new technology and to undergo all necessary training to support the introduction of the technology and the performance of work in a flexible manner.

## **7 Termination of Employment**

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### **7.1 Termination by Saputo**

- (a) Saputo will give Employees, other than Casuals, notice of termination in accordance with the following table:

<b>Period of Continuous Service</b>	<b>Notice</b>
Less than 1 year	1 week
At least 1 year and less than 3 years	2 weeks
At least 3 years and less than 5 years	3 weeks
5 years and over	4 weeks

- (b) If the Employee is over 45 years of age and has completed at least 2 years of continuous service, the period of notice will be increased by 1 week.
- (c) If Saputo has engaged an Employee for a fixed term, or as a temporary or seasonal employee for a specified period of time or specified season, the employment will terminate at the completion of the term / specified time period or season without the need for notice of termination to be given to the Employee (such that clause 7.1(a) does not apply where the employment terminates as a result of the term coming to an end). However, nothing in this clause prevents Saputo from bringing the employment to an end before the end of the term / specified time period or season by giving notice in accordance with clause 7.1(a) or without notice in accordance with clause 7.1(d).
- (d) The requirement to give notice of termination or payment in lieu does not apply when Saputo is terminating an Employee in circumstances justifying summary dismissal, such as for serious, wilful or persistent misconduct. In such a case, the termination will take effect immediately.

### **7.2 Resigning from Saputo**

Employees, other than Casuals, may resign by giving Saputo equivalent notice to that outlined above (with the exception that Employees are not obliged to provide the additional weeks' notice based on age as set out in clause 7.1(b)).

### **7.3 Additional Options Upon Giving of Notice**

If an Employee or Saputo gives notice of termination, Saputo may:

- (a) elect to make a payment of salary in lieu of the notice period to the Employee instead of requiring the Employee to work for part, or all, of the notice period, in which case the employment ends when the notice of termination is given and payment is made; or
- (b) direct the Employee to not perform any duties for part or all of the notice period and require the Employee to remain away from any of Saputo's premises.

## **8 Redundancy**

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### **8.1 Saputo to hold discussions**

Where Saputo has made a definite decision that it no longer wishes the job of any Employees to be done by anyone and this is not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment, Saputo will consult with the affected Employee(s) and the UWU (or any nominated representative) in accordance with the consultation requirements in clause 4 of this Agreement.

### **8.2 Redundancy Payment**

In the event that an Employee's employment is terminated by reason of their position being made redundant by Saputo, an Employee's redundancy pay will be calculated in accordance with the following formula:

- (a) 4 weeks' pay for each completed continuous year of service, plus
- (b) A proportionate amount of 4 weeks' pay for a partially completed year over and above the completed year or years' service, in accordance with the below
  - (i) 3 weeks' pay for 9 completed months
  - (ii) 2 weeks' pay for 6 completed months
  - (iii) 1 weeks' pay for 3 completed months
- (c) The maximum amount of redundancy pay will be capped at 52 weeks' pay.

### **8.3 Calculation of Week's pay**

For the purposes of subclause 8.2, a week's pay is calculated using the Employee's rate of pay (which appears in subclause 9.10) for his or her ordinary hours of work.

### **8.4 Employees exempted from redundancy pay**

Subclause 8.2 does not apply to:

- (a) Employees terminated under subclause 7.1.(d);
- (b) probationary Employees;
- (c) apprentices;
- (d) trainees;
- (e) Employees engaged for a specific period of time or on a temporary, fixed-term or seasonal basis;
- (f) Casuals.

### **8.5 Alternative Employment**

Saputo may, in a particular redundancy case, make application to FWC to have the general severance pay prescription varied if Saputo obtains acceptable alternative employment for an Employee.

## 8.6 Cost neutral swaps between sites

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

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

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

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

## 9 Wages and Related Matters

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### 9.1 Rates of Pay

#### (a) Annualised salary employees

Employees may be engaged on an annualised salary. The annualised salary is set out in subclause 9.10 of this Agreement.

The annualised salary under this Agreement has been set in recognition of and payment for all aspects of the work usually required under this Agreement.

Specifically, the annualised salary has been calculated in recognition of, and includes full payment for, 38 ordinary hours of work per week, worked on any day and at any time.

In addition, the annualised salary has been calculated in recognition of, and includes full payment for:

- up to five (5) rostered Sundays per year; and
- up to nine (9) public holidays per year as prescribed in subclause 11.3 of this Agreement (but not Christmas Day or Good Friday); and
- all Allowances (other than those provided in subclause 9.1(b) and 9.6 of this Agreement).

In the event that an Employee engaged on an annualised salary works any hours in excess of the amounts that are already incorporated into the annualised salary as

outlined above, the Employee will be entitled to additional payment under subclause 10.3 of this Agreement.

**(b) Night Shift allowance**

Further to subclause 9.1(a), the annualised salary does not include allowance for night shift. Should either site require the operation of night shift, an allowance of thirty percent (30%) of the base rate will be applied to night shifts worked. For the avoidance of doubt, the annualised salary will be recalculated to include a 30% night shift allowance for any or all Employees to which the allowance applies.

**(c) Part time employees**

Further to subclause 6.1(b), the rates of pay and benefits set out in this Agreement will apply on a pro-rata basis to part time Employees. For the avoidance of any doubt, a part time Employee will receive the proportionate pay and conditions as a full time Employee.

Leave entitlements will also be pro-rated based on ordinary hours of work.

**(d) Casuals**

Casuals will be paid the hourly rate of pay applicable to their classification, as set out in Appendix A, plus a loading of 25% of that hourly rate. Casuals are not entitled to any type of paid leave, other than long service leave.

**9.2 Superannuation**

Saputo will make superannuation contributions on behalf of each Employee in accordance with the *Superannuation Guarantee (Administration) Act 1992* (Cth), to the default superannuation fund or an alternative complying superannuation fund chosen by the Employee.

AustralianSuper is the default superannuation fund.

The Employee shall have the ability to salary sacrifice a chosen amount of their salary into their nominated complying superannuation fund, in accordance with the relevant legislation.

The annual salary figures in clause 9.10 include superannuation at the rates as per the current federal legislation. Saputo will meet its obligations to paying superannuation per the relevant federal legislation. Employer superannuation contributions are expected to increase to 11.5% on 1 July 2024, and 12% on 1 July 2025. If superannuation contributions do not increase as expected, Saputo's obligations at law will prevail over any other provision in this clause or this Agreement.

**9.3 Method of Payment**

An Employee's salary will be paid monthly into the financial institution account of the Employee's choice.

**9.4 Payroll errors**

- (a) At any stage in this process the Employee may nominate a union delegate or any other representative.
- (b) In the event that wages are incorrectly paid, the following will apply:

- (i) The Employee will first raise the matter with the Supervisor or manager who has authority to approve a pay query.
- (ii) If the matter is not resolved within seven (7) days of the Employee raising the matter, it will be escalated to the Site Manager.
- (iii) If the matter is not resolved within seven (7) days of the Employee escalating the matter, it will be escalated to the Regional Manager, or nominated senior manager who will deal with the matter within seven (7) days.
- (iv) The parties agree that the steps above are to be read in conjunction with clause 5 of this Agreement. To avoid doubt, the Employee and their representative will be released on paid time to attend any proceedings.

**9.5 Payment for overtime**

Overtime will be paid with the monthly salary, one (1) month in arrears.

**9.6 Allowances**

**(a) First Aid**

Where an Employee is qualified and has completed a registered First Aid course and is requested to act as a first aid attendant by Saputo, he or she shall be paid a weekly allowance.

	5% Increase	4% Increase	4.25% Increase
	1/1/2024	1/1/2025	1/1/2026
First Aid Allowance	\$25.44	\$26.46	\$27.58

**(b) Meal Allowance**

	5% Increase	4% Increase	4.25% Increase
	1/1/2024	1/1/2025	1/1/2026
Meal Allowance	\$16.84	\$17.51	\$18.25

- (i) An Employee must be paid a meal allowance on each occasion the Employee is entitled to a rest break, except in the following circumstances:
  - if the Employee is a day worker and was notified no later than the previous day that they would be required to work such overtime; or
  - if the Employee is a shift worker and was notified no later than the previous day or previous rostered shift that they would be required to work such overtime; or
  - if the Employee lives in the same locality as the enterprise and could reasonably return home for meals; or
  - if the Employee is provided with an adequate meal by the Employer.
- (ii) If an Employee has provided a meal or meals on the basis that they have been given notice to work overtime and the Employee is not required to work overtime or is required to work less than the amount advised, they must be paid the prescribed meal allowance for the meal or meals which they have provided but which are surplus.

- (iii) An Employee working overtime must be allowed a rest break of 20 minutes without deduction of pay after each four hours of overtime worked if the Employee is to continue work after the rest break.
- (iv) Where overtime is to be worked immediately after the completion of ordinary hours on a day or shift and the period of overtime is to be more than one and a half hours, an Employee, before starting the overtime, is entitled to a rest break of 20 minutes to be paid at the Employee's ordinary time rate.

**(c) Leading Hand / Step Up Allowance**

Where a wages Employee is requested by the Employer and performs duties of a Team Leader, not employed under this Agreement, for at least a full day to cover planned or unplanned absences, the Employee shall be paid an allowance of \$40 per day. This amount is fixed for the life of the Agreement.

**(d) Travelling and working away from usual place of work**

An Employee starting and/or finishing work at a job away from Saputo's usual workplace must be paid:

- (i) travelling time for all time reasonably spent by the Employee in reaching and/or returning from the job but only for the period of time which is in excess of the time normally spent travelling by the Employee in travelling between the Employee's usual residence and the Employee's usual workplace; and
- (ii) any out of pocket expenses reasonably incurred by the Employee or which would have been incurred by the Employee had the Employee not used their own means of transport but only for the expenses which are in excess of those normally incurred in travelling between the Employee's residence and the Employee's usual workplace.

Travelling time incurred during the course of the Employee's ordinary hours of work is exempt from subclause 9.6(d)(i).

**9.7 Training**

Employees may be required to undertake such training as Saputo considers appropriate for them, in which case Saputo will meet the out-of-pocket costs incurred as a result of the training.

**9.8 Forklift Licences**

Saputo will pay for the forklift licences or licence renewal fees for Production Technicians who are required to operate a forklift as part of their duties.

**9.9 Protective Clothing and Equipment**

Saputo will provide an Employee with protective clothing and equipment required for the performance of his or her duties.

**9.10 Pay increases**

Any increase in pay will be in accordance with the table below.



### *Production Technician - Level 1*

<b>Date of Increase</b>	<b>% Increase</b>	<b>Per hour rate (aggregate of increase)</b>	<b>Per annum salary (aggregate of increase) inclusive of super</b>
1/1/2024	5%	\$35.62	\$96,187.05 (inclusive of 11% super)
1/1/2025	4%	\$37.05	\$100,499.41 (inclusive of 11.5% super)
1/1/2026	4.25%	\$38.63	\$105,240.80 (inclusive of 12% super)

### *Production Technician - Level 2*

<b>Date of Increase</b>	<b>% Increase</b>	<b>Per hour rate (aggregate of increase)</b>	<b>Per annum salary (aggregate of increase) inclusive of super</b>
1/1/2024	5%	\$38.23	\$103,234.44 (inclusive of 11% super)
1/1/2025	4%	\$39.76	\$107,850.61 (inclusive of 11.5% super)
1/1/2026	4.25%	\$41.45	\$112,938.56 (inclusive of 12% super)

## **10 Hours of Work**

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### **10.1 Hours**

- (a) Ordinary hours of work are set out in subclause 6.1 of this Agreement.

Employees who are engaged on an annualised salary may be required to work their ordinary hours of work during any span of hours.

The following span of hours will apply to Employees who are not engaged on an annualised salary:

- 6:00am – 7:00pm, Monday to Sunday.

- (b) The Company may require any Employee to work reasonable overtime at overtime rates set out in clause 10.3. The Employee will work overtime in accordance with any such requirements.

### **10.2 Roster requirements**

Saputo may implement any roster in order to meet its operational requirements and customer needs. However, any such roster is subject to the following conditions in respect of Employees who are engaged on an annualised salary:

- the roster will involve an equal distribution of Day Shifts, Afternoon Shifts, and Night Shifts amongst all Employees; and
- each Day Shift, Afternoon Shift or Night Shift will be worked on a rotating fortnightly basis.

### **10.3 Penalties – Annualised salary only**

Further to subclause 9.1(a) of this Agreement, Employees engaged on an annualised salary will receive additional payment in the following circumstances only:

- Any overtime worked:
  - 150% of the hourly rate of pay for the first three (3) hours of work; and
  - 200% thereafter.
- For all hours worked on a Sunday where the Employee has already worked five (5) rostered Sundays in the previous 12 months:
  - 200% of the hourly rate of pay for the duration of work performed on each additional Sunday.
- For all hours worked on Christmas Day or Good Friday, or any additional gazetted public holidays – in accordance with subclause 11.2.

### **10.4 Penalties – non annualised salary**

For all other Employees (that is, Employees who are not engaged on an annualised salary), the following penalty rates will apply:

#### **(a) Weekends**

For all hours of work performed on a Saturday – 150% of the hourly rate of pay

For all hours of work performed on a Sunday – 200% of the hourly rate of pay.

#### **(b) Shift penalties**

For all hours of work performed on an Afternoon Shift or Night Shift – 115% of the hourly rate of pay.

#### **(c) Overtime**

For all hours of work in excess of the ordinary hours per week (e.g. after 38 hours in a week and outside the spread of hours) 150% of the hourly rate of pay for the first three (3) hours, and 200% thereafter.

#### **(d) Public holidays**

For all hours of work performed on any public holiday – payment under clause 11.2 of this Agreement.

### **10.5 Rostered days off**

- (a) Employees will be entitled to one RDO per month.
- (b) A roster for the taking of RDOs will be implemented for each Employee to align their RDO with a day prior to or following a shutdown day as part of the roster. This will provide Employees with the opportunity to have two consecutive days off.

## **10.6 Wednesday Work**

Employees requested to work on a Wednesday (a shutdown day as part of the roster) will be provided with a day off in lieu in that same week. If it is not possible to provide the day off in-lieu in that same week, payment for hours worked will be made as overtime.

## **10.7 Sunday Work**

Saputo will continue operating a rolling 52 week roster for Sunday work. All Employees will be provided with the appropriate training to participate in the roster.

Any hours worked on a Sunday in excess of eight (8) hours will be paid as overtime (as per Sunday overtime rate in clause 10.3).

## **10.8 Meal Breaks**

Employees may take a paid 30 minute meal break no later than 5 hours after the Employee commenced work on the shift. The paid meal break is provided in conjunction with the requirement to work an additional 10 minutes in accordance with clause 6.1.

## **10.9 Rest Breaks**

Employees are entitled to two (2) paid rest breaks of 10 minutes duration each, one prior to the meal break and one after the meal break (but not taken consecutively with the meal break).

## **10.10 Safety**

Employees are required to promote and encourage safety in the workplace by participation in, and commitment to, Saputo's safety performance.

To the extent permitted by law, each Employee must ensure that he or she is fit to perform the inherent requirements of his or her position whilst at work and fully comply with Saputo's Health and Safety Policy and the Health and Safety Management System or any other relevant processes or procedures as introduced, varied and updated from time to time.

Each Employee must also comply with any applicable site safety requirements.

## **10.11 Quality Assurance**

Saputo's Quality Assurance management system (ISO 9002) will form part of the workplace procedures.

All Employees will take all reasonably necessary steps to ensure they are fully aware of the quality requirements for each particular production stage they are involved with and take maximum care to produce products to the required standards.

Saputo will take all steps necessary to meet the required quality assurance standards.

## **10.12 Location**

Following consultation with the Employee, an Employee may work at a different location (on either the conditions contained in this Agreement or those applicable conditions under the relevant site Agreement, whichever is higher), either temporarily or on an ongoing basis to suit Saputo's operational requirements.

Where it is agreed between Saputo and the Employee that the Employee will work at a different location on an ongoing basis, the Employee will not receive the allowance prescribed in Clause 9.6(d) of this Agreement.

### **10.13 Stand down**

Saputo may deduct payment for any day or part of any day during which the Employee cannot be usefully employed because of any machinery breakdown, strike, fire or stoppage of work by any cause for which Saputo cannot be held reasonably responsible.

## **11 Leave**

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### **11.1 Annual Leave**

- (a) Employees, other than Casuals, will be entitled to up to 4 weeks' (or 5 weeks' for continuous shift workers) paid annual leave in accordance with the prevailing Federal legislative annual leave standard from time to time (currently the National Employment Standards set out in the FW Act). This entitlement will be a pro rata entitlement where an Employee is employed to work less than 38 hours per week.
- (b) For the purposes of subclause 11.1(a), a 'continuous shift worker' is an Employee who:
  - (i) is regularly rostered to work shifts on a continuous 24 hours a day, 7 days a week roster; and
  - (ii) regularly works on Sundays and public holidays.
- (c) Leave loading of 17.5% of the applicable hourly rate of pay will apply to all annual leave payments.
- (d) Annual leave may be taken as agreed between the Employee and Saputo. Saputo must not unreasonably refuse to agree to a request by the Employee to take paid annual leave.
- (e) Paid annual leave will be exclusive of public holidays.
- (f) Employees are encouraged to take a significant break each year and annual leave should be taken in the year following its accrual. Where an Employee has accrued a substantial amount of annual leave (8 weeks or more), Saputo will expect Employees to comply with any appropriate arrangement to reduce the leave balance and, if agreement cannot be reached Saputo reserves the right to direct the Employee by providing no less than four (4) weeks' notice that up to a quarter of the leave must be taken.
- (g) Saputo may also require an Employee to take annual leave during any period in which the area of Saputo in which the Employee works shuts down. If the Employee does not have sufficient annual leave accrued to cover the period of shut down, the Employee may:
  - (i) take unpaid leave; or
  - (ii) subject to Saputo's agreement, take a period of annual leave in advance (in which case subclause 11.1(i) will apply).
- (h) An Employee will be paid for any accrued but untaken annual leave entitlements upon termination of employment.

- (i) Saputo, with the agreement of an Employee may advance an Employee an amount of annual leave, in which case Saputo may:
  - (i) deduct that amount advanced from future annual leave accruals; and/or
  - (ii) if the employment ends, deduct the value of any outstanding advanced annual leave from any payments otherwise due to the Employee.

## **11.2 Public Holidays**

- (a) Given the nature of Saputo business, it is expected that Saputo may require Employees to work on public holidays on a regular basis, except for Christmas Day and Good Friday.
- (b) The annualised salary in this Agreement has been calculated to compensate for up to nine (9) public holidays, being New Year's Day, Australia Day, Labour Day, Easter Saturday, Easter Monday, ANZAC Day, Monarch's Birthday, Boxing Day, Melbourne Cup Day (Victoria only) and Bank Holiday (NSW only).

It is expected that work will not be required on Christmas Day and Good Friday (or any additionally declared or gazetted national, state or local holiday), however Saputo may request Employees to work on these days if necessary.

In the event that work is required on Christmas Day or Good Friday (or any additionally declared or gazetted national, state or local holiday), Employees will receive payment in accordance with subclause 11.2(c) of this Agreement.

### **(c) Payment for working on a public holiday**

Employees who are engaged on an annualised salary will receive 250% of the hourly rate when required to work on Good Friday or Christmas Day (or any additionally declared or gazetted national, state or local holiday not referred to in clause 11.2(b)). For the avoidance of doubt, the 250% is comprised of; 100% of the salary already received for this day and 150% is the additional penalty for working on the public holiday.

Any other Employee, who is not engaged on an annualised salary, will receive 250% of the hourly rate when required to work on any public holiday. An Employee who is required to work overtime, being hours in excess of their rostered hours, on a public holiday will receive 250% of the hourly rate for the overtime worked.

Employees will be entitled to a minimum four (4) hours engagement in any of the above circumstances.

## **11.3 Long Service Leave**

Subject to this clause, Employees may take long service leave in accordance with the prevailing legislative arrangements for long service leave.

The Employee may take long service leave subject to Saputo's approval.

## **11.4 Personal Leave**

- (a) Personal leave includes:
  - (i) sick leave; and
  - (ii) carer's leave.
- (b) Employees, other than Casuals, may take up to 10 days paid personal leave per annum in accordance with the prevailing Federal legislative personal leave standard from time to time (currently the National Employment Standards set out in the FW

Act). This entitlement will be a pro rata entitlement where an Employee is employed to work less than 38 hours per week.

- (c) Employees must notify Saputo as soon as practicable of the intention to take personal leave.
- (d) In relation to evidence, Saputo may require that a statutory declaration or medical certificate be provided for any sick leave in excess of one day in any given year or on any day that falls immediately before or after a weekend, public holiday, and/or period of leave.
- (e) Where Saputo is reasonably concerned about whether an Employee is fit to perform the inherent requirements of his or her position, it may, at its expense, require the Employee to attend a registered medical practitioner of its choice to undergo a medical assessment of the Employee's capacity to work.

### **11.5 Compassionate Leave**

Employees, other than Casuals, may access up to three (3) days' paid compassionate leave for each occasion when a member of the Employee's Immediate Family or household:

- (a) contracts or develops a personal illness that poses a serious threat to his or her life;
- (b) sustains a personal injury that poses a serious threat to his or her life; or
- (c) dies.

Employees may be required to provide evidence satisfactory to Saputo to substantiate the need for Compassionate Leave.

### **11.6 Parental Leave**

- (a) Parental Leave includes:
  - (i) maternity leave;
  - (ii) paternity leave; and
  - (iii) adoption leave.
- (b) Employees will be entitled to parental leave in accordance with the prevailing Federal legislative parental leave standard from time to time (currently set out in the National Employment Standards in the FW Act).
- (c) In addition, Employees are entitled to eight (8) weeks' paid maternity leave and one (1) week's paid paternity leave.

### **11.7 Family and Domestic Violence Leave**

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

## **12 Agreement Compliance and Union Rights**

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### **12.1 No Extra Claims Provision**

It is a term of this Agreement that neither the Employer nor Employees shall pursue any extra claims during the nominal life of this Agreement. However, this does not prevent this Agreement from being varied or terminated in accordance with the FW Act.

### **12.2 Representation and Communication with Employees**

An authorised UWU representative is entitled to enter Saputo's premises at all reasonable times, with reasonable notice being provided to the Site Manager (or other relevant person with equivalent authority), provided the representative does not interfere unreasonably with the Employer's business, for the following purposes:

- Inductions of new Employees or Casual workers;
- Involvement under the disputes procedure of this Agreement; and
- Distributing written information to Union delegates or Employees.

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

### **12.3 Union Recognition**

The Employer supports the right of all Employees to actively participate in the UWU . Industrial matters will continue to be dealt with on a collective basis.

### **12.4 Union Delegates**

The Employer recognises the UWU delegates who are elected by the Employees as the on-site representatives of the UWU.

#### **(a) Induction of New Employees**

UWU delegates will be given adequate paid time to meet with new Employees and any labour hire workers performing work that would otherwise be covered by this Agreement for the purposes of introducing and explaining this Agreement and union matters. Except where otherwise agreed, this will occur at the induction of such persons.

Saputo acknowledges that UWU officials may also wish to attend inductions. UWU officials will be entitled to do so in accordance with subclause 12.2.

#### **(b) Delegates on-site business**

UWU delegates will be allowed, subject to prior notification to their supervisor, reasonable paid time to conduct legitimate on-site union business with workers including collection of information from workers. UWU delegates shall have reasonable access to resources to perform their role, including a private meeting room and access to a telephone, fax machine, email, intranet and photocopier.

#### **(c) Delegates off-site business**

In addition, UWU delegates will be allowed reasonable time off the site on Union business without loss of ordinary pay by prior agreement with the Employer. This agreement will not be unreasonably withheld.

## **12.5 Union Meetings**

All Employees, whether directly or indirectly engaged by Saputo or not, shall be encouraged to participate in Union meetings.

Workers attending Union meetings on site will be granted paid release for up to four hours ordinary time annually for these meetings.

By mutual agreement of Saputo and the UWU, 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 days' notice of the meeting will be given to Saputo. Satisfactory arrangements are to be made for the maintenance of essential services during the meeting.

## **12.6 Notice Board**

Saputo shall supply and erect a notice board in a suitable prominent location (for example the lunchroom) at the site for the purpose of enabling the UWU or UWU 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 UWU may require to have posted. Irrelevant or unsuitable notices will not be permitted to be so posted.

## **12.7 Direct Debit Arrangement**

Where an Employee authorises Saputo to do so, Saputo shall within seven (7) days send to the UWU such details as are necessary to permit the establishment of a direct debit arrangement for the payment of the Employee's Union fees. This authority may take the form of a UWU membership card completed by an Employee authorising the release of such details.

## **12.8 Payroll Deductions**

(a) The UWU will from time to time, determine the amount of the fees payable to become and remain a member of the UWU (**fees**). Those fees will be required to be paid by members on a monthly basis. The Employee agrees to variation of the fees when the Employee first completes the UWU membership card. The UWU will advise Saputo and Employees in writing if there are any increases to the fees. Any variation to a deduction amount arising from a change in UWU fees must be authorised in writing by the Employee in accordance with s.24(3) of the FW Act.

### **(b) The Employer's Obligation**

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

## **12.9 Union Training Leave**

(a) Saputo agrees to make available Union training leave at a maximum of one (1) delegate per shift at both sites, and an entitlement of six (6) days per financial year per delegate covered by this Agreement.

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

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



- (d) All expenses (such as travel, accommodation and meals) associated with or incurred by the Employee in attending a training course as provided in this clause shall be the responsibility of the Employee or the Union.

## 12.10 Joint Consultative Committee

It is agreed between the parties that all Employees, at all levels and sites will continue to cooperate through the establishment of a Joint Consultative Committee forum to pursue efficiency and productivity improvements for the betterment of the Employer, its Employees and its farmers. It is agreed that the JCC will continue to be developed and utilised following its introduction.

## 13 Definitions

In this Agreement, unless the context indicates otherwise the following terms have the following meanings:

<b>Afternoon Shift</b>	any shift finishing after 6:00pm and at or before midnight
<b>Agreement</b>	this employee collective agreement, the Saputo Dairy Australia Pty Ltd and the United Workers Union Dairy Beverage Centre Agreement 2021
<b>Casual</b>	an Employee engaged as such under subclause 6.1
<b>Day Shift</b>	any shift that is not an Afternoon Shift or Night Shift
<b>Employee</b>	an Employee of Saputo employed in the classifications set out in Appendix A of this Agreement who is employed at Saputo's site at Erskine Park, New South Wales, or William Anglis Drive, Victoria
<b>FW Act</b>	<i>Fair Work Act 2009</i> (Cth)
<b>Immediate Family</b>	(i) a spouse (including a former spouse, a de facto partner and a former de facto partner), child, parent, grandparent, grandchild or sibling of the Employee; or  (ii) a child, parent, grandparent, grandchild or sibling of a spouse (including a former spouse, a de facto partner and a former de facto partner) of the Employee
<b>Saputo</b>	Saputo Dairy Australia Pty Ltd
<b>Night Shift</b>	any shift finishing after midnight and at or before 8:00am the following day or any shift commencing between midnight and 3:00am
<b>UWU</b>	United Workers Union
<b>RDO</b>	A Rostered Day Off (RDO) is a day in a roster period that an Employee does not have to work
<b>Union</b>	The United Workers Union (UWU)

## 14 Copy of the Agreement

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

# APPENDIX A – CLASSIFICATIONS

## Classifications

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### Production Technician Level 2

A Production Technician Level 2 will oversee the operations of multiple production lines and automated equipment in relation to the production of fresh milk.

The Production Technician role is a highly skilled position. The key skills and experience of a Production Technician will include the following:

- (i) fault finding and troubleshooting;
- (ii) strong mechanical aptitude;
- (iii) working autonomously and as part of a team;
- (iv) high level computer literacy in relation to automated manufacturing software solutions.

A Production Technician will perform a range of processing functions, including:

- (v) inbound dry goods and materials;
- (vi) milk processing;
- (vii) filling and packaging;
- (viii) crate return;
- (ix) finished goods warehouse management and despatch; and
- (x) other duties of a similar nature as reasonably directed by Saputo.

Employees within this classification are to perform cleaning in their work area/basic housekeeping.

### Production Technician - Level 1

A Production Technician Level 1 role exists for two specific purposes:

- 1) For permanent new starters who will be employed on this level for a period of 6 months to be trained to progress to Production Technician Level 2. Once these employees have [satisfactorily] completed 6 months, they shall progress to the Production Technician Level 2 classification.
- 2) For non-permanent employees who perform a range of non-technical duties at the site. If these employees are regularly working in this role for 6-months, they shall be converted to directly employed permanent employees as per clause 6.1(c).

Any ongoing employees in this classification shall be permanent and their duties restricted to non-technical duties.

A Production Technician Level 1 will perform a range of non-technical duties at the site. These duties include:

- washing and cleaning of machinery and work areas;
- operating a forklift;
- crate return;
- manual labour duties; and
- other duties of a similar nature as reasonably directed by Saputo

A Production Technician Level 1 will not perform those duties of a particularly highly skilled and technical nature that are required of a Production Technician Level 2, aside from those employees specifically being trained to perform the Production Technician Level 2 role, who will perform such duties while they are being trained.

## Signatories

Signed on behalf of **Saputo Dairy Australia Pty Ltd (ACN 166135486)** by its authorised representative:



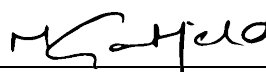
Anshu Lal  
Full Name (print)

Operations Manager - Fresh Milk (NSW/Vic)  
Position

111-113 Quarry Road, Erskine Park, NSW 2759  
Address

12 April 2024  
Date

Signed on behalf of the United Workers Union:



Mel Gatfield  
Full Name (print)

Director  
Position

37 Greek Street, Glebe NSW 2037  
Address

15/04/2024  
Date