



**RIDLEY AGRIPRODUCTS PTY LTD
- TOWNSVILLE -
ENTERPRISE AGREEMENT 2024**

**Under the
FAIR WORK ACT 2009**

PART 1 - APPLICATION AND OPERATION

1 TITLE

This Agreement shall be known as the *Ridley AgriProducts Pty Ltd – Townsville - Enterprise Agreement 2024 (Agreement)*.

2 ARRANGEMENT

This Agreement is arranged as follows:

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3 COMMENCEMENT DATE OF AGREEMENT AND PERIOD OF OPERATION

This Agreement shall commence operation seven days after the date of approval by the Fair Work Commission (Commission) and shall nominally expire on 30 March 2026

4 COVERAGE OF AGREEMENT

This Agreement shall apply to the establishment of Ridley AgriProducts Pty Ltd located at 34-48 Webb Drive, Mount St John, Queensland, 4818, in respect of all Employees employed under the Classification Structure provided for under Schedule A of this Agreement.

5 PARTIES BOUND

This Agreement shall be binding on:

- 5.1 Ridley AgriProducts Pty Ltd ACN 006 544 145 (Company or Employer) located at 34-48 Webb Drive, Mount St John Queensland, 4818 (the "Townsville site"); and
- 5.2 Employees whose work is within the Classification Structure of this Agreement and who are employed at the Company's site located at 34-48 Webb Drive, Mount St John, Queensland, 4818, (Employee(s)).

6 RELATIONSHIP WITH PREVIOUS AGREEMENT, NES AND AWARD

This Agreement replaces and shall be in complete substitution for the:

- 6.1 Ridley AgriProducts Pty Ltd – Townsville – Enterprise Agreement 2022;
- 6.2 Food, Beverage and Tobacco Manufacturing Award 2020 and Manufacturing and Associated Industries and Occupations Award 2020 as varied from time to time or any Award which replace this Award; and
- 6.3 any other Award, Enterprise Agreement and/or industrial instrument that may have previously been in place.
- 6.4 This Agreement shall supersede the Ridley AgriProducts Pty Ltd – Townsville – Enterprise Agreement 2022 provided that all rights, liabilities and obligations accrued or incurred under either of the above agreements shall not be affected unless specifically provided for herein.

- 6.5** This Agreement will incorporate the NES. Where there is an inconsistency between the Agreement and the NES and the NES provides greater benefit, the NES provision will apply to the extent of the inconsistency.

PART 2 - PRODUCTIVITY, SAFETY AND CONTINUOUS IMPROVEMENT

7 SITE AIMS AND OBJECTIVES

The following site Aims and Objectives are agreed between the Company and the Employees at the Townsville site:

- 7.1** To improve productivity, efficiency, profitability and flexibility of the enterprise through the effective implementation of work practice changes, which will significantly increase the competitiveness of Ridley AgriProducts Pty Ltd in industry. The Company aims to supply quality, competitively priced products to the market. Success in these targets in turn, will allow the Company to offer secure and worthwhile employment for its Employees.
- 7.2** To develop an environment of continuous improvement which is conducive to a flexible work organisation able to respond to changing demands in the industry.
- 7.3** To adopt a consultative and participative approach to implement increased and sustained productivity across all areas of operations of the enterprise.
- 7.4** To create a safe, healthy and environmentally sound workplace.
- 7.5** To focus on a training program which will develop the most competent, skilled and responsible workforce as possible. As part of this process, the parties will maintain a competency based classification structure.
- 7.6** To reduce the leave of disputation between the Employees and the Company by ensuring that procedures for resolving grievances and disputes are followed.

PART 3 - CONTRACT OF EMPLOYMENT

8 EMPLOYEE DUTIES

- 8.1 Employees will carry out the duties of their position classification as required by the Employer. The Company may direct an Employee to carry out other such reasonable duties from time to time subject to the limits of the Employee's skills, competence and training consistent with the Classification Structure contained in Schedule A of this Agreement.
- 8.2 Employees will be classified within the classification structure (Schedule A) according to their duties, level of required skills, qualifications and competence.

9 TYPES OF EMPLOYMENT

- 9.1 Subject to the following conditions, the engagement of all Employees under this Agreement shall be on the basis of either weekly employment (which includes Part-time Employees) or Casual employment.
- 9.2 Employees shall be notified prior to engagement under which category they are employed.
- 9.3 Any Employee not specifically engaged as being a Part-time or Casual Employee is, for all purposes of this Agreement, a Full-time Employee, unless otherwise specified in this Agreement.

9.4 Qualifying Period of Employment

- 9.4.1 All new weekly Employees (which include Part-time Employees, but excluding casual Employees) shall be employed under a qualifying period of six (6) months commencing from the date engagement.
- 9.4.2 The employee must be advised in advance of the qualifying period of employment.
- 9.4.3 During this period a new Employee will be properly instructed on the tasks and requirements of the position to be filled.
- 9.4.4 During the qualifying period, employment may be terminated by either the Company or the Employee by providing at least one (1) week's notice. Alternatively, the Company may elect to make payment in lieu or the Employee may elect to forfeit from any monies owing to them an amount equivalent to the amount of notice not given.

9.5 Full-time Employment

- 9.5.1 A Full-Time Employee shall mean a weekly Employee engaged to work an average of 38 ordinary hours each week.
- 9.5.2 A Full Time weekly Employee shall be categorised under the appropriate classification in accordance with the Classification Structure provided for under Schedule A of this Agreement.

9.6 Part-time Employment

- 9.6.1 An Employee may be engaged to work on a Part-time basis involving a regular pattern of hours which average less than 38 ordinary hours per week.
- 9.6.2 A Part-time Employee must be engaged for a minimum of four (4) consecutive hours a shift. In order to meet their personal circumstances, a Part-time Employee may request and the Company may agree to an engagement for less than the minimum of four hours.
- 9.6.3 Before commencing Part-time employment, the Employee and Company must agree in writing on the:
- (a) hours to be worked by the Employee, the days on which they will be worked and the commencing and finishing times for the work; and
 - (b) classification applying to the work to be performed in accordance with Schedule A.
- 9.6.4 The terms of the agreement in sub-clause 9.6.3 may be varied by consent in writing.

- 9.6.5** The agreement under sub-clause 9.6.3 or any variation to it under sub-clause 9.6.4 must be retained by the Company and a copy of the agreement and any variation to it must be provided to the Employee by the Company.
- 9.6.6** Except as otherwise provided in this award, a Part-time Employee must be paid for the hours agreed on in accordance with sub-clauses 9.6.3 and 9.6.4.
- 9.6.7** The terms of this Agreement will apply pro rata to Part-time Employees on the basis that ordinary weekly hours for Full-time Employees are 38.
- 9.6.8** A Part-time Employee who is required by the Company to work in excess of the hours agreed under sub-clauses 9.6.3 and 9.6.4 must be paid overtime in accordance with Clause 18.
- 9.6.9** Where the Part-time Employee's normal paid hours fall on a Public Holiday prescribed in the NES and work is not performed by the Employee, such Employee must not lose pay for the day or part-day. Where the Part-time Employee works on the Public Holiday, the Part-time Employee must be paid in accordance with sub-clauses 24.5.1, 24.5.2 and 24.5.3.
- 9.6.10** All time worked outside an Employees agreed rostered ordinary hours shall be paid at the acceptable overtime rate.

9.7 Maximum term employment

- 9.7.1** The company can engage Full-time and Part-time employees on a contract for a maximum term period of time that is capable of being varied consistent with the provisions of this agreement, NES and the Act.

9.8 Casual Employment

9.8.1 Casual Loading

- (a)** For working ordinary time, a casual employee must be paid:
 - (i) the ordinary hourly rate for the work being performed; plus
 - (ii) a loading of 25% of the ordinary hourly rate.
- (b)** The casual loading constitutes part of the casual employee's all-purpose rate.
- (c)** The resulting rate is the casual ordinary hourly rate.
- (d)** Where this Agreement refers to a penalty rate, overtime rate or shift loading as being calculated as a percentage of the ordinary hourly rate, that reference will (for a casual employee) instead be taken to be a reference to the casual ordinary hourly rate if the entitlement is applicable to a casual employee.

- 9.8.2** On each occasion a casual Employee is required to attend work the Employee must be paid for a minimum of four consecutive hours' work. In order to meet their personal circumstances a casual Employee may request and the Employer may agree to an engagement for no less than three consecutive hours.

When Employer when engaging a casual employee, the Employer must inform the Employee:

- (a) that the employee is being engaged as a casual employee;
- (b) of the name of their Employer;

9.8.3 of their classification level and rate of pay. **Casual Conversion to Full-Time or Part-Time Employment**

- (a) A Casual Employee, other than an Irregular Casual Employee, who has been engaged by a particular employer for a sequence of periods of employment under this Agreement during a period of six months, thereafter has the right to elect to have their contract of employment converted to Full-time or Part-time employment if the employment is to continue beyond the conversion process.
- (b) Every Company of such an Employee must give the Employee notice in writing of the provisions of sub-clause 9.8.3 within four weeks of the Employee having attained such period of six months. The Employee retains their right of election under sub-clause 9.8.3 if the Company fails to comply with sub-clause 9.8.3(b).
- (c) Any such Casual Employee who does not within four weeks of receiving written notice elect to convert their contract of employment to Full-time or Part-time employment is deemed to have elected against any such conversion.
- (d) Any Casual Employee who has a right to elect under sub-clause 9.8.3(a), on receiving notice under sub-clause 9.8.3(b) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the Company that they seek to elect to convert their contract of employment to Full-time or Part-time employment, and within four weeks of receiving such notice the Company must consent to or refuse the election but must not unreasonably so refuse.
- (e) Once a Casual Employee has elected to become and been converted to a Full-time or Part-time Employee, the Employee may only revert to Casual employment by written agreement with the Company.
- (f) If a Casual Employee has elected to have their contract of employment converted to Full-time or Part-time employment in accordance with sub-clause 9.8.3(d), the Company and Employee must, subject to sub-clause 9.8.3(d), discuss and agree on:
 - (i) which form of employment the Employee will convert to, being Full-time or Part-time; and
 - (ii) if it is agreed that the Employee will become a Part-time Employee, the number of hours and the pattern of hours that will be worked, as set out in Clause 9.6.
- (g) An Employee who has worked on a Full-time basis throughout the period of Casual employment has the right to elect to convert their contract of employment to Full-time employment and an Employee who has worked on a Part-time basis during the period of Casual employment has the right to elect to convert their contract of employment to Part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed on between the Company and Employee.
- (h) Following such agreement being reached, the Employee converts to Full-time or Part-time employment.
- (i) Where, in accordance with sub-clause 9.8.3(d) the Company refuses an election to convert, the reasons for doing so must be fully stated to and discussed with the Employee concerned and a genuine attempt made to reach agreement.

- (j) By agreement between the Company and the majority of the Employees in the relevant workplace or a section or sections of it, or with the Casual Employee concerned, the Company may apply sub-clause 9.8.3(a) as if the reference to six months is a reference to 12 months, but only in respect of a currently engaged individual Employee or group of Employees. Any such agreement reached must be kept by the Company as a time and wages record. Any such agreement reached with an individual Employee may only be reached within the two months prior to the period of six months referred to in sub-clause 9.8.3(a).
- (k) For the purposes of sub-clause 9.8.3, an **irregular Casual Employee** is one who has been engaged to perform work on an occasional or non-systematic or irregular basis.

9.8.4 An Employee must not be engaged and re-engaged to avoid any obligation under this Agreement.

9.9 Apprentices

Apprentices may be engaged in trades or occupations provided for in this clause where declared or recognised by an Apprenticeship Authority.

9.9.1 Operation of State Laws

- (a) Where a State statute or regulation relating to Apprentices is in force, that statute or regulations will operate, provided that the provisions of the statute or regulation are not inconsistent with this Agreement, in which case the provisions of this Agreement will apply.
- (b) Where it is consistent with State Legislation, an Apprentice may be engaged under a Training Agreement or Contract of Training approved by the relevant State Authority, provided the qualification outcome specified in the Training Agreement or Contract of Training is consistent with that established for the vocation in the training package determined from time to time by the Manufacturing Skills Australia (MSA) or its successors and endorsed by the relevant Training Authority or, is consistent with the qualifications established for electrical vocations within the relevant electrical/utilities Training Package endorsed by the National Quality Council (NQC) or its successor.

9.9.2 An Apprenticeship may be undertaken in any of the following trades:

- (a) Engineering Tradesperson (Mechanical)
- (b) Engineering Tradesperson (Fabrication)
- (c) Engineering Tradesperson (Electrical/Electronic)

9.9.3 Apprenticeship Authority shall mean the Department of Education (Queensland).

9.9.4 In order to undertake trade training a person must be a party to a contract of Apprenticeship or a training agreement in accordance with the requirements of the Apprenticeship Authority or State legislation. The Company shall provide and/or provide access to, training consistent with the contract or training agreement without loss of pay.

9.9.5 An Apprenticeship may be cancelled or suspended only in accordance with the requirements of the contract of Apprenticeship or training agreement and the requirements of State legislation and the Apprenticeship Authority.

9.9.6 The qualifying period of an Apprentice shall be as set out in the training agreement or contract of Apprenticeship consistent with the requirement of the Apprenticeship Authority and with State legislation but shall not exceed six months.

9.9.7 The ordinary rate of pay for an Apprentice shall be in accordance with the relevant rate prescribed in Clause 10.2 of this Agreement.

9.9.8 Apprentices attending technical colleges or schools or registered training organisations or TAFE and presenting reports of satisfactory progress shall be reimbursed all fees paid by them.

9.9.9 Except as provided in this clause or where otherwise stated all conditions of employment specified in the Agreement shall apply to Apprentices, save for redundancy provisions, which shall not apply to Apprentices. The ordinary hours of employment of Apprentices shall not exceed those of the relevant tradesperson.

9.9.10 Apprenticeships under this Agreement are competency based. The actual time taken to complete an Apprenticeship will therefore vary depending upon factors such as the intensity of training and the variety of work experience.

9.9.11 Nominal Period of the Apprenticeship

The nominal period of the Apprenticeship shall be four years however this period may be varied as follows:

- (a) To make up for lost time as set out in sub-clause 9.10 below; and/or
- (b) With the approval of the relevant State/Territory Apprenticeship Authority, to recognise prior learning including vocational education and training in school, pre-Apprenticeship programs and other prior learning, the nominal period of the contract may be shortened to reflect the proportion of the competencies already acquired.
- (c) Notwithstanding the nominal period, the Apprenticeship shall be completed in a shorter period when:
 - (i) the qualification specified in the Training Agreement is successfully completed; and
 - (ii) the Apprentice has the necessary practical experience to achieve competency in the skills covered by the Training Agreement. The determination as to whether this condition has been met shall be by agreement between the Registered Training Organisation, the Company and the Apprentice. Where there is a disagreement concerning this matter, the matter may be referred to the relevant State/Territory Apprenticeship Authority for determination; and
 - (iii) the requirements of the relevant State/Territory Apprenticeship Authority and any requirements of the MSA in respect to demonstration of competency and any minimum necessary work experience requirements are met; and
 - (iv) with respect to trades where there are additional licensing or regulatory requirements under State legislation, when these requirements are met.
- (d) No Apprentices under the age of 18 years shall be required to work overtime or shift work unless they so desire. No Apprentice shall, except in emergency, work or be required to work overtime or shift work at times which would prevent their attendance in training consistent with the contract or training agreement.
- (e) No Apprentice shall work under a system of payment by results.

9.10 Lost Time

Apprentices are required to serve an additional day for each day of absence during each year of their Apprenticeship, except in respect of absences due to Annual Leave or Long Service Leave. The following year of their Apprenticeship does not commence until the additional days have been worked. However, any time that has been worked by the Apprentice in excess of their ordinary hours shall be credited to the Apprentice when calculating the amount of additional time that needs to be worked in the relevant year.

PART 4 - MINIMUM WAGES AND RELATED MATTERS

10 WAGE RATES

10.1 Adult Rates

The Wage Rates provided for under this Clause are the ordinary full-time weekly rates for 38 hours work and shall apply during the life of this Agreement as follows:

- (a) **Year 1 Rates:** - from the first full pay period commencing on or after 26 April 2023
- (b) **Year 2 Rates:** - from the first full pay period commencing on or after; 26 April 2024
- (c) **Year 3 Rates:** - from the first full pay period commencing on or after 26 April 2025

Employee Group - Stockfeed Milling	Current Hourly Rates (prior to 26/04/2023)	Year 1 rates - Effective 26/04/2023	Year 2 rates - Effective 26/04/2024	Year 3 rates - Effective 26/04/2025
Classification Level		4.5%	1.85%	1.85%
Level 1	\$23.60	\$ 24.66	\$ 25.12	\$ 25.58
Level 2	\$24.17	\$ 25.26	\$ 25.72	\$ 26.20
Level 3	\$26.24	\$ 27.42	\$ 27.93	\$ 28.44
Level 4	\$27.89	\$ 29.15	\$ 29.68	\$ 30.23
Level 5	\$28.95	\$ 30.25	\$ 30.81	\$ 31.38
Level 6	\$30.91	\$ 32.30	\$ 32.90	\$ 33.51

Employee Group - Engineering / Maintenance	Current Hourly Rates (prior to 26/04/2023)	Year 1 rates - Effective 26/04/2023	Year 2 rates - Effective 26/04/2024	Year 3 rates - Effective 26/04/2025
Classification Level		4.5%	1.85%	1.85%
C10	\$28.95	\$ 30.25	\$ 30.81	\$ 31.38
C9	\$30.19	\$ 31.55	\$ 32.13	\$ 32.73
C8	\$31.42	\$ 32.83	\$ 33.44	\$ 34.06

10.2 Apprentices Rates

10.2.1 The minimum wages for an Apprentice, except as provided for in sub-clause 10.2.3, are set out in the following table:

Relevant attribute of Apprentice at the time of entering into a Training Agreement				
Stage of Apprenticeship	Has not completed Year 12 (Percentage of Level 5 rate)	Has Completed Year 12 (Percentage of Level 5 rate)		Adult Apprentice (i.e. 21 years or over)
Year 1	50%	55%		80% of Level 5 rate
Year 2	60%	65%		Level 1 rate
Year 3	75%	75%		Level 2 rate
Year 4	88%	88%		Level 3 rate

10.2.2 An Employee who is under 21 years of age on the expiration of their Apprenticeship and thereafter works as a minor in the occupation to which the Employee was apprenticed must be paid at not less than the adult minimum wage prescribed for the classification.

10.2.3 A person employed by the Company under this Agreement immediately prior to entering into a training agreement as an Adult Apprentice with the Company must not suffer a reduction in their minimum wage by virtue of entering into the training agreement. For the purpose only of fixing a minimum wage, the Adult Apprentice must continue to receive the minimum wage that applies to the classification specified in sub-clause 10.1 in which the Adult Apprentice was engaged immediately prior to entering into the training agreement.

10.2.4 Subject to sub-clause 10.2.3, the minimum wages for an Adult Apprentice are set out in the table in sub-clause 10.2.1.

11 MIXED FUNCTIONS

11.1 An Employee engaged for more than two (2) hours during one day or shift on duties carrying a higher rate of wage than their ordinary classification must be paid the higher rate for such day or shift.

11.2 If engaged for two hours or less during one day or shift, they must be paid the higher rate for the time so worked.

12 ALLOWANCES

The following Allowances shall apply as follows during the life of this Agreement;

12.1 Dust Allowance

The parties to this Agreement acknowledge that the wage rates across all classification levels provided under sub-clause 10.1, are inclusive of a dust allowance.

12.2 First Aid Allowance

12.2.1 The Company may appoint suitably qualified Employees to perform the Designated First Aid Officer role.

12.2.2 Only those Employees who are suitably trained to render first aid and who hold a current First Aid Certificate from the St John Ambulance (or an equivalent qualification), will be rostered to perform the First Aid Officer role.

12.2.3 Where an Employee is appointed by the Company to perform the Designated First Aid Officer role, they will be paid a First Aid Allowance outlined in the table below for each week that they are appointed and required to perform the role.

12.3 Meal Allowance

12.3.1 A Meal Allowance outlined in the table below shall be payable on each occasion the Employee is entitled to a Rest Break in accordance with sub-clause 18.9, except in the following circumstances:

- (a) 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
- (b) if the Employee is a Shiftworker and was notified no later than the previous day or previous rostered shift that they would be required to work such overtime; or
- (c) if the Employee lives in the same locality as the enterprise and could reasonably return home for meals; or
- (d) if the Employee is provided with an adequate meal by the Company.

12.3.2 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.

Allowance	Current Rates per Unit	Year 1 rates - Effective effective date of 2023/2024 Agreement	Year 2 rates - Effective 26/04/2024	Year 3 rates - Effective 26/04/2025
	All employees (eligible)		1.85%	1.85%
First Aid Allowance	\$ 18.22	\$ 19.79	\$ 20.16	\$ 20.53
Meal Allowance	\$ 15.14	\$ 16.81	\$ 17.12	\$ 17.44

13 SUPERANNUATION

13.1 The Employer will make superannuation contributions in accordance with the Superannuation Guarantee (Administration) Act 1992 (Cth), as amended and in force from time to time.

13.2 Each Employee shall be entitled to nominate which superannuation fund shall be used to receive Company superannuation contributions that are made for the benefit of the Employee in accordance with the Company's obligations under the Federal Government's Superannuation Guarantee legislation (SGC). Where an Employee fails to nominate a compliant fund in accordance with this sub-clause, Ridley is obligated to contact the ATO to see if you have an existing stapled fund, A stapled fund is a complying fund which has previously received contributions for you. Ridley will then process your superannuation to this fund.

13.3 Payment of superannuation contributions by the Company shall be made on a monthly basis.

13.4 All other superannuation provisions shall be as determined by the Superannuation Guarantee (Administration) Act 1992 (Cth), as amended and in force from time to time.

13.5 Additional Superannuation Contributions through Salary Sacrifice

13.5.1 Subject to law and to the governing rules of the relevant superannuation fund, an Employee may, in writing, authorise the Company to pay on behalf of the Employee a specified amount from the pre-taxation wages of the Employee into the same superannuation fund as the Company makes the superannuation contributions provided for in sub-clause 13.1.

13.5.2 An Employee may adjust the amount the Employee has authorised the Company to pay from the wages of the Employee from the first of the month following the giving of three months' notice to the Company.

13.5.3 The Company must pay the amount authorised under sub-clauses 13.5.1 or 13.5.2 no later than 28 days after the end of the month in which the deduction authorised under sub-clauses 13.5.1 or 13.5.2 was made.

PART 5 - HOURS OF WORK AND RELATED MATTERS

14 ORDINARY HOURS OF WORK

14.1 Ordinary Hours of Work — Day Workers

- 14.1.1** Subject to sub-clause 14.4, the ordinary hours of work for day workers are an average of 38 per week but not exceeding 152 hours in 28 days.
- 14.1.2** In the absence of majority agreement, the ordinary working hours are not to exceed eight on any day.
- 14.1.3** The ordinary hours of work may be worked on any day or all of the days of the week, Monday to Friday. The days on which ordinary hours are worked may include Saturday and Sunday subject to agreement between the Company and the majority of Employees concerned. Agreement in this respect may also be reached between the Company and an individual Employee
- 14.1.4** The ordinary hours of work are to be worked continuously, except for meal breaks, at the discretion of the Company between 6.00 am and 6.30 pm. The spread of hours (6.00 am to 6.30 pm) may be altered by up to one hour at either end of the spread, by agreement between the Company and the majority of Employees concerned or, in appropriate circumstances, between the Company and an individual Employee.
- 14.1.5** Any work performed outside the spread of hours must be paid for at overtime rates. However, any work performed by an Employee prior to the spread of hours which is continuous with ordinary hours for the purpose, for example, of getting the plant in a state of readiness for production work is to be regarded as part of the 38 ordinary hours of work.
- 14.1.6** Where agreement is reached in accordance with sub-clause 14.1.2, the rate to be paid to a day worker for ordinary time worked between midnight on Friday and midnight on Saturday is 150% and/or the rate to be paid to a day worker for ordinary time worked between midnight on Saturday and midnight on Sunday is 200%.
- 14.1.7** A Day Worker required to work on a Public Holiday must be paid for a minimum of three (3) hours work at the rate of 250%. The 250% rate must be paid to the Employee until the Employee is relieved from duty. This rate shall include the ordinary pay the Employee would have otherwise received for not working on the Public Holiday and shall be in lieu of any Shift Allowances that may have otherwise been payable.

14.2 Ordinary Hours of Work — Continuous Shiftworkers

- 14.2.1** **Continuous Shiftwork** means work carried on with consecutive shifts of Employees throughout the 24 hours of each of at least six consecutive days without interruption except for breakdowns or meal breaks or due to unavoidable causes beyond the control of the Company.
- 14.2.2** Subject to sub-clause 14.2.3, the ordinary hours of Continuous Shiftworkers are, at the discretion of the Company, to average 38 hours per week inclusive of Meal Breaks and must not exceed 152 hours in 28 consecutive days. Continuous Shiftworkers are entitled to a 20 minute meal break on each shift which must be counted as time worked.
- 14.2.3** By agreement between the Company and the majority of Employees concerned, a roster system may operate on the basis that the weekly average of 38 ordinary hours is achieved over a period which exceeds 28 consecutive days but does not exceed 12 months.
- 14.2.4** Except at the regular changeover of shifts, an Employee must not be required to work more than one shift in each 24 hours.

14.3 Ordinary Hours of Work - Non-Continuous Shiftworkers

- 14.3.1** Subject to sub-clause 14.3.2, the ordinary hours of work for Non-Continuous Shiftworkers are an average of 38 per week and must not exceed 152 hours in 28 consecutive days.

14.3.2 By agreement between the Company and the majority of Employees concerned, a roster system may operate on the basis that the weekly average of 38 ordinary hours is allowed over a period which exceeds 28 consecutive days but does not exceed 12 months.

14.3.3 The ordinary hours of work must be worked continuously, except for meal breaks, at the discretion of the Company.

14.3.4 Except at changeover of shifts an Employee must not be required to work more than one shift in each 24 hours.

14.4 Methods of Arranging Ordinary Working Hours

14.4.1 Subject to the Company's right to fix the daily hours of work for day workers from time to time within the spread of hours referred to in sub-clause 14.1.4 and the Company's right to fix the commencing and finishing time of shifts from time to time, the arrangement of ordinary working hours must (except for the agreed roster clauses specified under Clause 16) be by agreement between the Company and the majority of Employees in the enterprise or part of the enterprise concerned. Agreement to work a specific roster system which meets business needs will not be unreasonably withheld. This does not preclude the Company reaching agreement with individual Employees about how their working hours are to be arranged.

14.4.2 The matters on which agreement may be reached include:

- (a) how the hours are to be averaged within a work cycle established in accordance with sub-clauses 14.1, 14.2 and 14.3;
- (b) the duration of the work cycle for day workers provided that such duration does not exceed three months;
- (c) rosters which specify the starting and finishing times of working hours;
- (d) a period of notice of a rostered day off which is less than four weeks;
- (e) substitution of rostered days off;
- (f) accumulation of rostered days off;
- (g) arrangements which allow for flexibility in relation to the taking of rostered days off; and
- (h) any arrangements of ordinary hours which exceed eight hours in any day.

14.4.3 By agreement between the Company and the majority of Employees in the enterprise or part of the enterprise concerned, 12 hour days or shifts may be introduced subject to:

- (a) proper health monitoring procedures being introduced;
- (b) suitable roster arrangements being made;
- (c) proper supervision being provided;
- (d) adequate breaks being provided; and
- (e) a trial or review process being jointly implemented by the Company and the Employees or their representatives.

14.4.4 Where an Employee works on a shift other than a rostered shift, the Employee must:

- (a) if employed on continuous work, be paid at the rate of 200%; or
- (b) if employed on other shiftwork, be paid at the rate of 150% for the first three (3) hours and 200% thereafter.

14.4.5 Sub-clause 14.4.4 does not apply when the time is worked:

- (a) by arrangement between the Employees themselves;
- (b) for the purposes of effecting the customary rotation of shifts; or

- (c) on a shift to which the Employee is transferred on short notice as an alternative to standing the Employee off in circumstances which would entitle the Company to deduct payment in accordance with the Act.

14.5 Make-up time

- 14.5.1 An Employee may elect, with the consent of the Company, to work make-up time under which the Employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in this Agreement.
- 14.5.2 An Employee on shiftwork may elect, with the consent of their employer, to work make-up time under which the Employee takes time off during ordinary hours and works those hours at a later time, at the rate which would have been applicable to the hours taken off.

15 SHIFTWORK

15.1 For the purposes of this Agreement:

- 15.1.1 **Rostered Shift** means any shift of which the Employee concerned has had at least 48 hours' notice;
- 15.1.2 **Day Shift** means a shift which forms part of a rostered shift system where the ordinary hours are worked between 6:00 a.m. and 6:30 p.m., unless otherwise agreed between the Company and an individual Employee or between the Company and the majority of Employees concerned.
- 15.1.3 **Afternoon Shift** means any shift finishing after 6:30 pm and at or before midnight; and
- 15.1.4 **Night Shift** means any shift finishing after midnight and at or before 8:00 am or any shift commencing between midnight and 3:00 am.

- 15.2 By agreement between the Company and the majority of Employees concerned or in appropriate cases an individual Employee, the span of hours over which shifts may be worked may be altered by up to one hour at either end of the span.

15.3 Shift Allowances

- 15.3.1 An Employee who works on Afternoon or Night Shift must be paid 15% extra for such shift.

- 15.3.2 An Employee who works on an Afternoon or Night Shift which does not continue:

- (a) for at least five (5) successive afternoon or night shifts or six (6) successive Afternoon or Night Shifts in a six (6) day workshop (where no more than eight (8) ordinary hours are worked on each shift); or
- (b) for at least 38 ordinary hours (where more than eight (8) ordinary hours are worked on each shift and the shift arrangement is in accordance with sub-clauses 14.2 or 14.3),

must be paid for each shift 50% extra for the first three (3) hours and 100% extra for the remaining hours.

- 15.3.3 An Employee who:

- (a) during a period of engagement on shift, works Night Shift only; or
- (b) remains on Night Shift for a longer period than four (4) consecutive weeks; or
- (c) works on a Night Shift which does not rotate or alternate with another shift or with day work so as to give the Employee at least one third of their working time off Night Shift in each shift cycle,

must, during such engagement, period or cycle, be paid 30% extra for all time worked during ordinary working hours on such night shift.

15.4 Rate for Working on Saturday Shifts

The rate at which a Shiftworker must be paid for work performed between midnight on Friday and midnight on Saturday is 150%. The extra rate is in substitution for and not cumulative upon the shift allowances prescribed in sub-clause 15.3.

15.5 Rate for Working on Sunday and Public Holiday Shifts

- 15.5.1** The rate at which a Continuous Shiftworker must be paid for work on a rostered shift the major portion of which is performed on a Sunday or Public Holiday is 200%.
- 15.5.2** The rate at which a Shiftworker, on other than Continuous Shiftwork, must be paid for all time worked on a Sunday is double time and on a Public Holiday is 250%.
- 15.5.3** Where shifts commence between 11.00 pm and midnight on a Sunday or Public Holiday, the time so worked before midnight does not entitle the Employee to the Sunday or Public Holiday rate for the shift. However, the time worked by an Employee on a shift commencing before midnight on the day preceding a Sunday or Public Holiday and extending into the Sunday or Public Holiday must be regarded as time worked on the Sunday or Public Holiday.
- 15.5.4** Where shifts fall partly on a Public Holiday, the shift which has the major portion falling on the Public Holiday must be regarded as the Public Holiday shift. By agreement between the Company and the majority of Employees concerned, the shift which has the minor portion falling on the Public Holiday may be regarded as the Public Holiday shift instead.
- 15.5.5** The extra rates in sub-clause 15.5 are in substitution for and not cumulative upon the Shift Allowances prescribed in sub-clause 15.3.

16 IMPLEMENTATION OF A SEVEN DAY FORTNIGHT OR 24/7, 12 HOUR SHIFT ROSTER FOR PRODUCTION EMPLOYEES

- 16.1** During periods where there is an operational requirement for production hours to be varied, the Company may roster employees' hours of work in accordance with either the seven day fortnight or 24/7 shift roster detailed in Clause 16.6 Tables 1 and 2 below.
- 16.2** In the event that the Employer implements one of these rosters, the provisions in clause 15 will continue to apply, save that:
 - 16.2.1** For the seven day fortnight roster, the ordinary hours of work can be worked at any time on any day of the week, Monday to Friday, but shall not exceed 10.86 ordinary hours on any one day.
 - 16.2.2** For the 24/7 shift roster, the ordinary hours of work can be worked at any time on any day of the week, Saturday and Sunday inclusive, but shall not exceed 10.86 ordinary hours on any one day.
 - 16.2.3** Employees' ordinary hours will be averaged over a four week cycle based on 168 hours of work, inclusive of 152 ordinary hours and 16 hours of RDO hours, in accordance with sub-clause 16.7.
 - 16.2.4** Any work performed by an Employee beyond 168 hours per four-week period, or outside rostered hours, will be overtime and will be paid for at overtime rates or Time in Lieu in accordance with this Agreement;
 - 16.2.5** Where a public holiday falls within the roster cycle, the appropriate penalty rate will be applied for employees working the day in accordance with clause 16.5 or if rostered and not worked, the ordinary hours that would have been worked will apply. If an employee is not rostered to work, public holiday payments will not apply as no ordinary shift is rostered;
 - 16.2.6** Subject to the agreement of the Employer, Employees may swap shifts with other Employees but only for shifts within the same four week cycle.
 - 16.2.7** Any leave taken by an Employee will result in a deduction from the Employee's relevant accrual based on the ordinary hours component of the Employee's rostered hours.

16.3 The proposed seven day fortnight roster is contained at clause 16.6Table 1. Under this rostering arrangement, an employee will be allocated a Team Number and rostered to work seven (7) shifts of twelve (12) hours duration every two (2) weeks, such that they shall work:

- (a) four shifts in week 1; and
- (b) three shifts in week 2; and
- (c) such "Day Shifts" (as defined under sub-clause 16.5(a)) and "Night Shifts" (as defined under sub-clause 16.5(b)) shall be rotated on a weekly basis.

16.4 The proposed 24/7 shift roster is contained at clause 16.6Table 2. Under this rostering arrangement, an employee will be allocated a Team Number and rostered to work fourteen (14) shifts of twelve (12) hours duration every four (4) weeks, such that they shall work:

- (a) seven (7) "Day Shifts" (as defined under sub-clause 16.5(a));
- (b) seven (7) "Night Shifts" (as defined under sub-clause 16.5(b)); and
- (c) such Day Shifts (D) and Night Shifts (N) shall be rotated in accordance with the schedule in sub-clause 16.6Table 2.

16.5 Definitions

Where an employee is rostered to work in accordance with the seven day fortnight or 24/7 shift roster system:

- (a) "Day shift" means a 12 hour shift commencing at 6a.m. and concluding at 6.30p.m. (inclusive of a half hour unpaid meal break, one paid meal break of 20 minutes and one paid meal break of 10 minutes);
- (b) "Night shift" means a 12 hour shift commencing at 6p.m. and concluding at 6.30a.m. (inclusive of a half hour unpaid meal break, one paid meal break of 20 minutes and one paid meal break of 10 minutes);
- (c) "Rostered shift" shall mean a shift of which the employee concerned has had at least 48 hours' notice.

16.6 Roster Models

Table 1: Proposed seven day fortnight roster

	Week 1					Week 2				
Team No.	Mon	Tue	Wed	Thur	Fri	Mon	Tue	Wed	Thur	Fri
1	X	X	X	X		X	X	X		
2	X	X	X	X		X	X	X		

Table 2: Proposed 24/7 shift roster

	Week 1							Week 2						
Team No.	Sun	Mon	Tue	Wed	Thur	Fri	Sat	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1		D	D			N	N	N			D	D		
2		N	N			D	D	D			N	N		
3	N			D	D				N	N			D	D
4	D			N	N				D	D			N	N
	Week 3							Week 4						

Team No.	Sun	Mon	Tue	Wed	Thur	Fri	Sat	Sun	Mon	Tue	Wed	Thur	Fri	Sat
1		N	N			D	D	D			N	N		
2		D	D			N	N	N			D	D		
3	D			N	N				D	D			N	N
4	N			D	D				N	N			D	D

16.7 Rostered Day Off

16.7.1 The first two weeks accrual of RDO hours per year will be used during periods of low volume or non-operational periods. The Company will determine and communicate the schedule of use of RDO hours. The use of the remainder of the RDO accrual will be as per the normal time off instead of payment for overtime approval process, outlined in sub-clause 18.1.4.

16.7.2 Employees will be entitled to bank up to a maximum of fifteen (15) days.

16.7.3 At the termination of the Employee's employment, any accrued but unused Rostered Day Off hours will be paid out to the Employee at the base rate of pay or, if the Employee has a negative Rostered Day Off balance, it will be credited to the Company by reducing the Employee's termination payment accordingly.

16.8 Payment for 24/7 Shiftwork

16.8.1 The payment of wages for an Employee whilst working in accordance with the 24/7 Shift roster arrangements shall be on the basis of average ordinary hours during the 4 week roster cycle – i.e. an average of 38 ordinary hours per week – and any shift allowances and penalties will be paid for the shifts or hours worked. Hours above 38 ordinary hours per week will be accrued as RDO hours, in accordance with sub-clause 16.7.

16.8.2 Clause 15.3.2 of this Agreement will not apply as ordinary hours will be averaged as 38 hours per week over a 4 week roster period.

16.8.3 When an Employee is absent from work for a period of leave (other than annual leave), they will receive payment only for the ordinary hours that they would have worked had they not taken a period of leave. Payment for shiftwork during periods of annual leave is specified in sub-clause 20.4.

16.8.4 24/7 Shiftwork on Saturdays

Employees working ordinary hours on a Saturday shift will be paid a 50% loading for ordinary hours worked. Saturday shift for ordinary hours will be 6:00a.m. to 6:30p.m. and 6:00p.m. Saturday to 6:30a.m. Sunday. Such extra rate shall be in substitution for shift allowances as prescribed in sub-clause 17.3. The ordinary hours shift between 6:00pm Friday and 6:30a.m Saturday will be considered Friday ordinary hours and will not attract the Saturday 50% loading.

16.8.5 24/7 Shiftwork on Sundays

Employees working ordinary hours on a Sunday shift will be paid a 100% loading for ordinary hours worked. A Sunday shift for ordinary hours will be 6:00a.m. to 6:30p.m. and 6:00p.m. Sunday to 6:30a.m. Monday. Such extra rate shall be in substitution for shift allowances as prescribed in sub-clause 15.3.

16.8.6 24/7 Shiftwork on Public Holidays

Where a 24/7 Shiftworker is required to work on a Public Holiday, they will be paid for at a rate of double time and one half (250%) of the ordinary hourly rate for all time worked. Such extra rate shall be in substitution for shift allowances as prescribed in sub-clause 15.3. There shall be no entitlement to further payment where a Public Holiday falls on an Employee's rostered day off.

16.8.7 Day Worker Changing to Shift Work

Where a day worker commences shift work at the instruction of the Company without seven days' notice (or the reduced period of 48 hours' notice where the transfer to shift work is necessitated by absenteeism), such Employee shall be paid time and one half rates (150%) for all ordinary time worked until such required notice would have expired. Such extra rate shall be in substitution for any entitlement to Shift Allowance that would otherwise apply under this Agreement.

16.8.8 Substitute shift

The Company and an Employee or the Company and the majority of Employees concerned may, by agreement, substitute the shift an Employee or the Employees are to take off during a work cycle for another shift without the payment of penalty rates.

17 MEAL BREAKS

- 17.1 An Employee must not be required to work for more than five (5) hours without a break for a meal except where mutually agreed between the Company and an individual Employee (or the majority of Employees) affected by the proposed change in Meal Break times. Where such mutual agreement is reached, an Employee(s) may be required to work in excess of five hours but not more than six (6) hours at the ordinary time rate without a Meal Break.
- 17.2 The time of taking a scheduled Meal Break or Rest Break by one or more Employees may be altered by the Company if it is necessary to do so in order to meet a requirement for continuity of operations.
- 17.3 An employer may stagger the time of taking Meal and Rest Breaks to meet operational requirements.
- 17.4 Subject to sub-clause 17.1, an Employee must work during Meal Breaks at the ordinary time rate whenever instructed to do so for the purpose of making good any breakdown of plant or for routine maintenance of plant which can only be done while the plant is idle.
- 17.5 Except as otherwise provided under this Clause and except where any alternative arrangement is entered into by agreement between the Company and the Employee concerned, the rate of 150% must be paid for all work done during meal hours and thereafter until a Meal Break is taken.

18 OVERTIME

18.1 Payment for Working Overtime

- 18.1.1 Except as provided for in sub-clauses 18.1.4, 18.1.5, and 18.7, for all work done outside ordinary hours on any day or shift, as defined in sub-clauses 14.1, 14.2 and 14.3, the overtime rate is 150% for the first three (3) hours and 200% thereafter until the completion of the overtime work. For a continuous Shiftworker the rate for working overtime is 200%.
- 18.1.2 For the purposes of Clause 18— Overtime, **ordinary hours** means the hours worked in an enterprise, fixed in accordance with Clause 14.1— Ordinary Hours of Work.
- 18.1.3 The hourly rate, when computing overtime, is determined by dividing the appropriate weekly rate by 38, even in cases when an Employee works more than 38 ordinary hours in a week.
- 18.1.4 An Employee may elect, with the consent of the Company, to take time off instead of payment for overtime at a time or times agreed with the Company, provided that:
- (a) overtime taken as time off during ordinary hours must be taken at the ordinary time rate, that is an hour for each hour worked; and
 - (b) an Employee may bank up to 56 hours of time in lieu of overtime; and
 - (c) any banked time in lieu must be taken either during the Christmas Shutdown period or at a mutually agreed time within 12 months of accrual.
- 18.1.5 When not less than 7.6 hours' notice has been given to the Company by a relief Shiftworker that the relief Shiftworker will be absent from work and the Shiftworker whom that person should relieve is not relieved and is required to continue work on their rostered day off, the unrelieved Shiftworker must be paid at the rate of 200%.
- 18.1.6 In computing overtime each day's work stands alone.

18.2 One In, All In Does Not Apply

The assignment of overtime by the Company to an Employee is to be based on specific work requirements and the practice of one in, all in overtime must not apply.

18.3 Requirement to work reasonable overtime

- 18.3.1 Subject to clause 18.3, the Company may require an Employee to work reasonable overtime at overtime rates.
- 18.3.2 An Employee may refuse to work overtime in circumstances where the working of such overtime would result in the Employee working hours which are unreasonable having regard to:

- (a) any risk to Employee health and safety;
- (b) the Employee's personal circumstances including any family responsibilities;
- (c) the needs of the Company;
- (d) the notice, if any, given by the Company of the overtime and by the Employee of their intention to refuse it; and
- (e) any other relevant matter.

18.4 Rest Period after Overtime

- 18.4.1** When overtime work is necessary it must, wherever reasonably practicable, be arranged so that an Employee has at least 10 consecutive hours off duty between the work of successive working days.
- 18.4.2** An Employee, other than a Casual Employee, who works so much overtime between the termination of their ordinary hours on one day and the commencement of their ordinary hours on the next day that the Employee has not had at least 10 consecutive hours off duty between those times must, subject to the other provisions of sub-clause 18.3, be released after completion of the overtime until the Employee has had 10 consecutive hours off duty without loss of pay for ordinary hours occurring during such absence.
- 18.4.3** If on the instructions of the Company an Employee resumes or continues work without having had the 10 consecutive hours off duty the Employee must be paid at the rate of 200% until the Employee is released from duty for such period. The Employee is then entitled to be absent until the Employee has had 10 consecutive hours off duty without loss of pay for ordinary hours occurring during the absence.
- 18.4.4** By agreement between the Company and individual Employee, the 10 hour break provided for in sub-clause 18.3 may be reduced to a period of no less than eight (8) hours.
- 18.4.5** The provisions of sub-clause 18.3 will apply in the case of a Shiftworker as if eight (8) hours were substituted for 10 hours when overtime is worked:
- (a) for the purpose of changing shift rosters; or
 - (b) where a Shiftworker does not report for duty and a day worker or a Shiftworker is required to replace the Shiftworker; or
 - (c) where a shift is worked by arrangement between the Employees themselves.

18.5 Call-Back

An Employee recalled to work overtime after leaving the Townsville site, whether notified before or after leaving the site, must be paid for a minimum of four (4) hours work at the rate of 150% for the first three (3) hours and 200% thereafter or, if a Continuous Shiftworker, at the rate of 200% for the full period provided that:

- 18.5.1** Where an Employee is required to regularly hold themselves in readiness for a call-back they must be paid for a minimum of three hours work at the appropriate overtime rate, subject to sub-clause 18.6 which deals with the conditions for Standing By.
- 18.5.2** If the Employee is recalled on more than one occasion between the termination of their ordinary hours on one day and the commencement of their ordinary hours on the next working day they are entitled to the four (4) hour minimum overtime payment provided for in sub-clause 18.5 for each call-back. However, in such circumstances, it is only the time which is actually worked during the previous call or calls which is to be taken into account when determining the overtime rate for subsequent calls.
- 18.5.3** Except in the case of unforeseen circumstances arising, an Employee must not be required to work the full three or four hours as the case may be if the job they were recalled to perform is completed within a shorter period.
- 18.5.4** Sub-clause 18.5 does not apply in cases where it is customary for an Employee to return to the enterprise to perform a specific job outside the Employee's ordinary hours or where the overtime is continuous, subject to a meal break, with the commencement or completion of ordinary hours.

18.5.5 Overtime worked in the circumstances specified in sub-clause 18.4 is not to be regarded as overtime for the purposes of sub-clause 18.3 concerning rest periods after overtime, when the actual time worked is less than three (3) hours on the Call-Back or on each Call-Back.

18.6 Standing By

Subject to any custom prevailing at an enterprise, where an Employee is required regularly to hold themselves in readiness to work after ordinary hours, the Employee must be paid standing by time at the Employee's ordinary time rate for the time they are standing by.

18.7 Saturday Work

A Day Worker required to work overtime on a Saturday must be afforded at least four (4) hours work or be paid for four hours at the rate of 150% for the first three (3) hours and 200% thereafter, except where the overtime is continuous with overtime commenced on the previous day.

18.8 Sunday Work

An Employee required to work overtime on a Sunday must be paid for a minimum of three hours work at the rate of 200%. The 200% is to be paid until the Employee is relieved from duty.

18.9 Rest Break

18.9.1 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.

18.9.2 Where a day worker is required to work overtime on a Saturday, Sunday, Public Holiday or rostered day off, the first rest break must be paid at the Employee's ordinary time rate.

18.9.3 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.

18.9.4 An employer and Employee may agree to any variation of sub-clause 18.8 to meet the circumstances of the work in hand provided that the Company is not required to make any payment in excess of or less than what would otherwise be required under sub-clause 18.8.

Transport of Employees

When an Employee, after having worked overtime or a shift for which they have not been regularly rostered, finishes work at a time when reasonable means of transport are not available, the Company must provide the Employee with suitable transport home, or pay the Employee at the overtime rate for the time reasonably occupied in reaching home.

19 STAND DOWN OF EMPLOYEES

19.1.1 Nothing contained in this agreement shall affect the right of the Company to deduct payment for any day the Employee cannot be usefully employed because of any strike or through any breakdown in machinery or any stoppage of work by any cause for which the Company cannot reasonably be held responsible.

19.1.2 Except as provided by Clause 21 (Personal Leave), Employees shall not be entitled to full weekly wages unless they are ready, willing and available to work during the ordinary hours of the week prescribed by this Agreement.

PART 6 - LEAVE AND PUBLIC HOLIDAYS

20 ANNUAL LEAVE

20.1 Entitlement to Annual Leave

20.1.1 An Employee (other than a Casual) shall be entitled to the following amount of Annual Leave for each year of completed service:

- (a) for Employees (other than Shift Workers) = 4 weeks of paid Annual Leave; or
- (b) Shift Workers = 5 weeks of paid Annual Leave.

20.1.2 For the purpose of the additional week of Annual Leave provided for in both sub-clause 20.1.1(b) of this Agreement and section 87(1)(b) of the Fair Work Act, a Shift Worker is a Seven Day Shift Worker who is regularly rostered to work on Sundays and Public Holidays.

- (a) Furthermore, where an Employee with 12 months continuous service is engaged for part of the 12 month period as a Seven Day Shift Worker, the Employee must have their Annual Leave increased by half a day for each month the Employee is continuously engaged as a Seven Day Shift Worker.

20.1.3 An Employee's entitlement to paid Annual Leave accrues progressively during a year of service according to the Employee's ordinary hours of work, and accumulates from year to year. If an Employee's employment ends during what would otherwise have been a year of service, the Employee accrues paid Annual Leave up to when the employment ends.

20.2 Taking Paid Annual Leave

Subject to the following, an Employee is entitled to take all or part of their accrued Annual Leave:

20.2.1 the Employee provides at least 4 weeks' notice of their intention to take Annual Leave – less where mutually agreed; and

20.2.2 the leave is taken at a time mutually agreed by the Company, having regard to the operational requirements of the business.

20.2.3 The Company must not unreasonably refuse to agree to a request by the Employee to take paid Annual Leave.

20.3 Payment for Period of Annual Leave

20.3.1 Instead of the **ordinary rate of pay** provided for under Clause 10, an Employee must be paid the wages they would have received in respect of the ordinary hours the Employee would have worked had they not been on leave during the relevant period.

20.3.2 The Employee may elect, in writing, to receive payment for Annual Leave either:

- (a) As a single payment before going on Annual Leave; or
- (b) In separate weekly/fortnightly payments, in accordance with the Employee's usual pay cycle.

20.3.3 Subject to sub-clause 20.3.4, the wages to be paid must be worked out on the basis of what the Employee would have been paid under this Agreement for working ordinary hours during the period of Annual Leave, including allowances, loadings and penalties paid for all purposes of this Agreement, First Aid Allowance and any other wages payable under the Employee's contract of employment including any over-award payment.

20.3.4 The Employee is not entitled to payments in respect of overtime, special rates or any other payment which might have been payable to the Employee as a reimbursement for expenses incurred.

20.4 Annual Leave Loading

During a period of Annual Leave an Employee must also be paid a loading calculated on the wages prescribed in Clause 10. The loading must be as follows:

20.4.1 Day Work

An Employee who would have worked on day work only had they not been on leave must be paid a loading equal to 17.5% of the wages prescribed in Clause 10 or the relevant weekend penalty rates, whichever is the greater, but not both.

20.4.2 Shiftwork

An Employee who would have worked on shiftwork had they not been on leave must be paid a loading equal to 17.5% of the wages prescribed in Clause 10 or the shift loading including relevant weekend penalty rates, whichever is the greater, but not both.

20.5 Excessive Leave

Notwithstanding the provisions contained in sub-clause 20.2, if the Company has genuinely tried to reach agreement with an Employee as to the timing of taking Annual Leave, the Company can require the Employee to take Annual Leave by giving not less than four weeks' notice of the time when such leave is to be taken if:

20.5.1 at the time the direction is given, the Employee has eight weeks or more of Annual Leave accrued; and

20.5.2 the amount of Annual Leave the Employee is directed to take is less than or equal to a quarter of the amount of leave accrued.

20.6 Paid Leave in Advance of Accrued Entitlement

By agreement between the Company and an Employee, a period of Annual Leave may be taken in advance of the entitlement accruing subject to the following:

20.6.1 the Employee shall not become entitled to take any further Annual Leave and/or receive payment in lieu thereof until they complete a period of continuous service that enables their Annual Leave balance to be in credit; and

20.6.2 if, at the date of termination of employment, the Employee continues to have a negative Annual Leave balance, the Company may deduct an amount equivalent to the monetary value of this balance from any money due to the Employee on termination.

20.7 Cashing out of annual leave

(b) Paid annual leave must not be cashed out except in accordance with an agreement under clause 20.7.

(c) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 20.7.

(d) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.

(e) An agreement under clause 20.7 must state:

(i) the amount of leave to be cashed out and the payment to be made to the employee for it; and

(ii) the date on which the payment is to be made.

(f) An agreement under clause 20.7 must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

(g) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.

(h) An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.

(i) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.

(j) The employer must keep a copy of any agreement under clause 20.7 as an employee record.

20.8 Effect of Public Holidays and other forms of Leave during a period of Annual Leave

20.8.1 If the period during which an Employee takes paid Annual Leave includes:

- (a) a day or part-day that is a Public Holiday in the State of Queensland, the Employee is taken not to be on paid Annual Leave on that Public Holiday.
- (b) a period of any other leave (other than unpaid parental leave); or
- (c) a period of Community Service Leave:

the Employee is taken not to be on paid Annual Leave for the period of that other leave or absence.

20.9 Annual Close-Down

Notwithstanding s.88 of the Act and sub-clause 20.5, the Company may close down an enterprise or part of it allowing Annual Leave and/or RDO hours to all or the majority of the Employees in the enterprise or part concerned, provided that:

- 20.9.1** the Company gives not less than four weeks' notice of intention to do so; and
- 20.9.2** an Employee who has accrued sufficient RDO hours and/or leave to cover the period of the Close-Down, is allowed leave and also paid for that leave at the appropriate wage in accordance with sub-clauses 20.7 in the case of RDO hours and 20.3 and 20.4 in the case of Annual Leave; and
- 20.9.3** an Employee who has not accrued sufficient RDO hours/leave to cover part or all of the close-down, is allowed paid RDO hours/leave for the period for which they have accrued sufficient RDO hours/leave and given unpaid leave for the remainder of the close-down; and
- 20.9.4** any RDO hours/leave taken by an Employee as a result of a Close-Down pursuant to sub-clause 20.9 also counts as service by the Employee with their employer; and
- 20.9.5** the Company may only Close Down the enterprise or part of it pursuant to sub-clause 20.9 for up to three separate periods in a year; and
- 20.9.6** if the Company closes down the enterprise or part of it pursuant to sub-clause 20.9 in three separate periods, one of the periods must be for a period of at least 14 consecutive days including non-working days; and
- 20.9.7** the Company and the majority of Employees concerned may agree to the enterprise or part of it being closed down pursuant to sub-clause 20.9 for additional periods in a year provided that one of the periods is a period of at least 14 days including non-working days; and
- 20.9.8** the Company may close down the enterprise or part of it for a period of at least 14 days including non-working days and allow the balance of any RDO hours/Annual Leave to be taken in one continuous period in accordance with a roster.

Transmission of Business

Where a business is transmitted from one employer to another, the period of continuous service that an Employee had with the transmitter must be deemed to be service with the transmittee and taken into account when calculating Annual Leave. However an Employee is not entitled to leave or payment instead for any period in respect of which leave has been taken or paid for.

Proportionate Leave on Termination

On termination of employment, an Employee must be paid for Annual Leave accrued that has not been taken at the appropriate wage calculated in accordance with sub-clause 20.3.

21 PERSONAL/CARERS' LEAVE

Personal Leave is available to an Employee when they are absent due to:

- 21.1.1** personal illness or injury affecting the Employee (**Personal Leave**); or
- 21.1.2** a member of the Employee's immediate family or household sustaining a personal illness or injury or being affected by an unexpected emergency that is such that the immediate family/household requires and is dependent on the Employee as their primary source of care and support (**Carers' Leave**).

- 21.2** The provisions of this Clause relating to Paid Personal Leave apply to Full-time and Part-time Employees, but do not apply to Casual Employees.
- 21.3** Casual Employees are not entitled to Paid Personal Leave, but are entitled to Unpaid Personal Leave in accordance with sub-clause 21.9.3
- 21.4** An Employee is not entitled to take or accrue any leave or absence (whether paid or unpaid) under this Agreement during a period (a compensation period) when the Employee is absent from work because of a personal illness, or a personal injury, for which the Employee is receiving compensation payable under a law (a compensation law) of the Commonwealth, a State or a Territory that is about workers' compensation. However, an Employee shall not be prevented from
- 21.4.1** taking or accruing leave during a compensation period if the taking or accruing of the leave is permitted by a compensation law; or
- 21.4.2** taking unpaid parental leave during a compensation period.

Notice and Evidence must be provided:

- 21.5.1** The taking of Personal Leave (whether paid or unpaid) is subject to the Employee meeting the following notice and evidence requirements as provided for under sub-clauses 21.5.2 and 21.5.3

21.5.2 Notice

- (a) Before taking Personal Leave, an Employee must inform the Company of their non-attendance as soon as reasonably practicable, prior to the commencement of the ordinary hours of the first day or shift of the absence, unless they have a reasonable justification for not doing so. This communication will be by phone or face to face. Such information shall include:
- (i) the reasons for taking such leave;
 - (ii) in the case of Carers' Leave, the name of the person requiring care and support and their relationship to the Employee; and
 - (iii) the estimated length of absence.
- (b) If it is not practicable for the Employee to give prior notice of absence, the Employee must notify the Company by telephone at the first opportunity.

21.5.3 Evidence

For an Employee to be entitled to their Personal Leave entitlement for the period in which the Employee was absent from work, the Employee must provide evidence justifying the need for such absence as follows:

- (a) In the first instance a medical certificate from a registered health practitioner – specifying that, in the case of:
- (i) Personal Leave – it is the registered practitioners opinion that the Employee was, is, or will be unfit for work due to personal illness or injury; or
 - (ii) Carers' Leave – it was the registered practitioners opinion that the Employee was, is, or will be required to be absent from work because member of the Employee's immediate family or household has sustained a personal illness or injury that is such that the immediate family/household requires and is dependent on the Employee as a source of care and support.
- (b) where a medical certificate is not reasonably practicable, a Statutory Declaration made by the Employee – specifying that, in the case of:
- (i) Personal Leave – the Employee was, is, or will be unfit for work due to personal illness or injury; or

- (ii) Carers' Leave – the Employee was, is, or will be required to be absent from work because member of the Employee's immediate family or household has sustained a personal illness or injury that is such that the immediate family/household requires and is dependent on the Employee as a source of care and support.

For the purpose of this Clause, the term "immediate family" shall include:

- 21.6.1 27.6.1. spouse (including a former spouse, a de facto partner or a former de facto partner), child, parent, grandparent, grandchild, or sibling of the Employee; and
- 27.6.2. child, parent, grandparent, grandchild or sibling of the Employee's or spouse or de facto partner (or former spouse or de facto partner) of the Employee..
- 21.6.2 A "de facto partner" means a person who lives with the employee in a relationship as a couple on a genuine domestic basis but isn't married to the employee. The person can be: of the same sex or different sex to the employee, or a current or former de facto partner of the employee.

Paid Personal Leave

- 21.8 Paid Personal Leave and Paid Personal Leave accrual rates are provided for in the NES.
- 21.8.1 The entitlement to Paid Personal Leave for permanent employees is 10 days per annum for full time employees, and pro rata for part time employees. Casual employees are not entitled to paid personal leave.
- 21.8.2 Payment for Personal Leave is subject to the Employee meeting each of the notice and evidence requirements as provided for in sub-clause 21.5.2 and 21.5.3 shall be paid at the Employee's ordinary time rate of pay during that period for which Personal Leave was taken.
- 21.8.3 Paid Personal Leave shall only be available to an Employee if they have an amount of unused Paid Personal Leave accrued that is at least equivalent to the amount of Personal Leave to be taken.
- 21.8.4 **Accrual Rate for Paid Personal Leave**

Further to sub-clause 21.8.6, from the commencement of this Agreement, a full time weekly Employee shall accrue their entitlement to Paid Personal Leave during each year of continuous service, as follows:

Period of Service	Personal Leave Hours	Leave Hours to "Cash Out Account"	Leave Hours to "Non Cashable Account"
1st. 4 weeks	5.846	4.6768	1.1692
2nd. 4 weeks	11.692	9.3536	2.3384
3rd. 4 weeks	17.538	14.0304	3.5076
4th. 4 weeks	23.384	18.7072	4.6768
5th. 4 weeks	29.23	23.384	5.846
6th. 4 weeks	35.076	28.0608	7.0152
7th. 4 weeks	40.922	32.7376	8.1844
8th. 4 weeks	46.768	37.4144	9.3536
9th. 4 weeks	52.614	42.0912	10.5228
10th. 4 weeks	58.46	46.768	11.692
11th. 4 weeks	64.306	51.4448	12.8612
12th. 4 weeks	70.152	56.1216	14.0304
1 year	76	60.8	15.2

- (a) A Part-Time Weekly Employee shall accrue their entitlement to Paid Personal Leave on a pro-rata basis to that provided in the above table. Such pro-rata entitlements shall be calculated on the basis of their weekly average ordinary hours as a proportion of a Full-time of 38 hours.

- (b) All Personal Leave accrued prior to the commencement date of this Agreement will be distributed to the Employee's "Non-Cashable Leave Account" and shall not be recognised for the purpose of calculating the Minimum Personal Leave Balance and/or cashed-out under any circumstances.
- (c) Following each four week period of service, an Employee's Paid Personal Leave entitlement accrued after the commencement of this Agreement shall be distributed in the following manner:
 - (i) 80% of all hours of Paid Personal Leave shall be distributed to the Employee's "Cash Out Account"; and
 - (ii) 20% of all hours of Paid Personal Leave shall be distributed to the Employee's "Non-Cashable Leave Account".
 - (iii) The Personal Leave Distribution Table in sub-clause 21.8.8(d) shall provide direction for the distribution of Paid Personal Leave at the completion of the "Cash Out Year". The table shall reflect the annual distribution of Paid Personal Leave between an Employee's "Cash Out Account" and their "Non-Cashable Leave Account".

21.8.5 Common Personal Leave Year

- (a) From the commencement of this Agreement, the Company shall apply a **Common Personal Leave Year** (from 1 July to 30 June each year) for all weekly Employees, as follows:
 - (i) Existing Employees – shall continue to accrue Paid Personal Leave entitlements on the basis of 1.4615 hours for each week of Full-time employment (Part-time Employees shall accrue such entitlements on a pro-rata basis), and shall be entitled to Paid Personal Leave from that date in accordance with the remainder of this Clause. (Note: 1.4615 hours Paid Personal Leave for each week of employment is equal to 5.846 hours Personal Leave for each 4 weeks of service).
 - (ii) For new Employees commencing during the Common Personal Leave Year - upon commencement, a new Employee will accrue Paid Personal Leave entitlements on the basis of 1.4615 hours for each week of Full-time employment (Part-time Employees shall accrue such entitlements on a pro-rata basis), up to the next occurring 1 July. After 1 July of the relevant year, such new Employees will commence a new Personal Leave Year, being a Common Personal Leave Year, and shall be entitled to Personal Leave from that date in accordance with the remainder of this Clause. (Note: 1.4615 hours Personal Leave for each week of employment is equal to 5.846 hours Personal Leave for each 4 weeks of service)

21.8.6 Order of Taking Paid Personal Leave during Employment

Paid Personal Leave shall be granted to the Employee in the following order:

- (a) The first 60.8 hours taken as Paid Personal Leave in a Common Personal Leave Cash Out Year shall be deducted from the Employee's "Cashable" Personal Leave entitlement for that year; and then
- (b) From the Employee's "Non Cashable" Paid Personal Leave entitlement; and if that Account is exhausted; then
- (c) From the remainder of the balance of the Employee's accrued untaken "Cash Out" Paid Personal Leave entitlement.

21.8.7 Minimum Paid Personal Leave Bank

- (a) An Employee who has accumulated 152 hours untaken Personal Leave shall have accumulated a Minimum Personal Leave Bank.

- (b) An Employee’s Minimum Personal Leave Bank shall consist of the total number of hours in the Employee’s “Cash Out” Account, plus, the total number of hours accrued in the Employee’s “Non-Cashable” Account accrued after the commencement of this Agreement.
- (c) All Personal Leave accrued prior to the commencement date of this Agreement shall not be recognised for the purpose of calculating the Minimum Personal Leave Balance.

21.8.8 Payment of Untaken Paid Personal Leave during employment

- (a) On 1 July of each year, the Company shall ‘Cash Out’ the untaken portion of a full time weekly Employee’s untaken Personal Leave entitlement for the preceding twelve month period, in accordance with and subject to a Full-time weekly Employee having:
 - (i) a Minimum Personal Leave Bank of 180 hours at the commencement of the businesses’ Common Personal Leave Year; and
 - (ii) not taken the whole of their “Cash Out” Personal Leave entitlement for that year:
 - (iii) a Minimum Personal Leave Bank in excess of 180 hours at the end of the businesses’ Common Personal Leave Year; and
 - (iv) freely and without duress, chosen to elect, in writing to the Company, to be paid the amount of his / her untaken Personal Leave which is in excess of the 180 hours up to a maximum amount of 60.8 hours, Personal Leave from their “Cash Out Account”.
- (b) An Employee shall not, under any circumstances, be entitled to payment of untaken paid Personal Leave under this Clause in excess of 60.8 hours in any one year.
- (c) Further to sub-clause 21.8.8(a), should the Employee have more untaken Personal Leave at the end of the year then the “Cashed Out” maximum of eight 60.8 hours, the Employee will also be entitled to have this additional “Uncashed Out” leave available as “Non Cashable Paid Personal Leave ” as demonstrated in the Paid Personal Leave Distribution Table in sub-clause 21.8.8(d). Such leave will not, under any circumstances, be paid out to the Employee on termination.
- (d) The following Paid Personal Leave Distribution Table demonstrates:
 - (i) the distribution of an Employee’s Personal Leave between accounts by the end of the Common Personal Leave Cash Out Year; and
 - (ii) the maximum amounts of leave available to an Employee should they elect to “Cash Out” under sub-clause 21.8.8.

Leave Hours Taken	Leave Hours Untaken	Leave Hours “Cash Out” Account	Leave Hours to “Non Cashable Leave Account”
0	76	60.8	15.2
7.6	68.4	53.2	15.2
15.2	60.8	45.6	15.2
22.8	53.2	38	15.2
30.4	45.6	30.4	15.2
38	38	22.8	15.2
45.6	30.4	15.2	15.2
53.2	22.8	7.6	15.2
60.8	15.2	0	15.2
68.4	7.6	0	7.6
76	0	0	0

21.8.9 If Employee Elects not to Cash-Out Untaken Personal Leave during Employment

- (a) Where an Employee continues to accrue their Personal Leave in excess of their Minimum Personal Leave Bank and does not elect the "Cash Out" option under sub-clause 21.8.8, the Employee will have up to 60.8 hours untaken Personal Leave for the year added to the Employee's "Cash Out Account" total of accumulated untaken Personal Leave in accordance with the Personal Leave Distribution Table provided for under sub-clause 21.8.8(d).
- (b) Should the Employee have more untaken Personal Leave at the end of the Cash Out year than the 60.8 hours allocated to their Cash Out Account, the Employee will also be entitled to have this additional available leave distributed into the Employee's "Non Cashable Personal Leave Account" in accordance with the Personal Leave Distribution Table provided for under sub-clause 21.8.8(d). This Leave:
 - (i) Will be available to the Employee in future to be taken as Personal Leave as part of his / her accumulated untaken Personal Leave; but
 - (ii) Will not under any circumstances be paid out to the Employee on termination.

21.8.10 Accumulation of Untaken Personal Leave

Subject to the 'Cash Out' provisions of sub-clause 21.8.8 above, an Employee's untaken Personal Leave shall continue to accumulate from year to year.

21.8.11 Payment of Untaken Personal Leave on Termination

An Employee shall not be entitled to payment for any untaken Personal/Carers' Leave upon termination of their employment.

Paid Carers' Leave

21.9.1 Subject to the provisions contained in sub-clause 20.9.2, an Employee other than a Casual is entitled to use their accrued Paid Personal Leave to care for members of their immediate family or household who are sick and require care and support or due to an unexpected emergency affecting such family/household member.

21.9.2 The entitlement to Carers' Leave is subject to the following:

- (a) the Employee being responsible for the care and support of the person concerned.
- (b) The personal illness or injury sustained is such that the immediate family/household requires and is dependent on the Employee as source of care and support; and
- (c) the Employee meeting each of the notice and evidence requirements as provided for in sub-clause 21.5 above

21.9.3 Unpaid Carers' Leave

- (a) Where an Employee (including a Casual Employee) has exhausted all Personal Leave and other paid leave entitlements, they shall be entitled to 2 days' unpaid Carers' Leave for each permissible occasion that they would otherwise have been entitled to paid Carers' Leave referred to in sub-clause 23.8.
- (b) For a particular permissible occasion, the Employee shall take the unpaid Carers' Leave as either:
 - (i) a single, unbroken, period of up to 2 days; or
 - (ii) any separate periods to which the Company and Employee agree.
- (c) The notice and evidence requirements as provided for in sub-clause 23.5 above shall apply to unpaid Carers' Leave.

22 COMPASSIONATE LEAVE

22.1 An Employee may take Compassionate Leave for each occasion (*a permissible occasion*) when a member of the Employee's immediate family (as defined under sub-clause 21.6) or a member of the Employee's household:

- 22.1.1** contracts or develops a personal illness that poses a serious threat to their life; or
- 22.1.2** sustains a personal injury that poses a serious threat to their life; or
- 22.1.3** dies.
- 22.2** An Employee (other than a Casual) is entitled to 2 days paid Compassionate Leave for each permissible occasion. Payment for Compassionate Leave shall be made at the Employee's ordinary time rate of pay at the time such leave is taken
- 22.2.1** For a particular permissible occasion, the Employee shall take the Compassionate Leave as either:
 - (a)** a single, unbroken, period of up to 2 days; or
 - (b)** two separate periods of 1 day each; or
 - (c)** any separate periods to which the Company and Employee agree.
- 22.3** For Casual Employees, Compassionate Leave is unpaid leave.
- 22.4** Where an Employee (including a Casual Employee) has exhausted all Personal Leave and other paid leave entitlements, they shall be entitled to take Unpaid Compassionate Leave. The Company and the Employee should agree on the length of the unpaid leave. In the absence of agreement, the Employee is entitled to take up to two days unpaid leave.
- 22.5** Where requested, the Employee shall provide evidence of such serious illness, serious injury or death to the satisfaction of the Company in order for Compassionate Leave to be taken.

23 FAMILY AND DOMESTIC VIOLENCE LEAVE

- 23.1** Family and domestic violence leave is provided for in the NES.

24 PUBLIC HOLIDAYS

List of Public Holidays

24.1.1 An Employee shall be entitled to the following Public Holidays on the following days without a loss of ordinary pay:

- (a) New Year's Day
- (b) Australia Day
- (c) Good Friday
- (d) Easter Saturday
- (e) Easter Monday
- (f) Anzac Day
- (g) Labour Day
- (h) Queen's Birthday
- (i) Christmas Day
- (j) Boxing Day; plus
- (k) Townsville Show Day.

Additional Public Holiday

Where a Public Holiday is declared or prescribed to apply throughout Queensland on a day other than those referred to above then that day shall constitute an additional Public Holiday.

Public Holiday Replaced by Another Day

Where any one of the above mentioned Public Holidays is replaced (or renamed) the replacement day shall be observed as the holiday instead of the original day.

Substitution of Public Holidays by Agreement

- 24.4.1 The Employer and the Employee may agree to substitute another day for a day that would otherwise be a public holiday under the NES.
- 24.4.2 The Employer and the Employee may agree to substitute another part-day for a part-day that would otherwise be a part-day public holiday under the NES.
- 24.4.3 Agreement to substitute a day should be recorded in writing.

Payment for Work on a Public Holiday

The following Public Holiday rates shall include the ordinary pay the Employee would have otherwise received for not working on the Public Holiday.

- 24.5.1 A Day Worker required to work overtime on a Public Holiday must be paid for a minimum of three (3) hours work at the rate of 250%. The 250% is to be paid until the Employee is relieved from duty.
- 24.5.2 A Continuous Shiftworker required to work overtime on a Public Holiday must be paid for a minimum of three (3) hours work at the rate of 200%.
- 24.5.3 A Non-Continuous Shiftworker required to work overtime on a Public Holiday must be paid for a minimum of three (3) hours work at the rate of 250%. The 250% is to be paid until the Employee is relieved from duty.

Requirement to work on Public Holidays

- 24.6.1 The nature of the stock feed industry, particularly the monogastric sector, is such that it is often necessary for mills to operate on Public Holidays. In such circumstances the Company may require Employees to work on any Public Holiday and Employees will not unreasonably refuse to perform such work.

24.6.2 The company will endeavour to avoid work on Christmas Day and Easter Sunday whenever possible or at least minimise the numbers of Employees required to work on such days. Work on Public Holidays will be dealt with either by the payment of Public Holiday penalty rates or by substitution of the Public Holiday or by time of in lieu.

25 PARENTAL LEAVE

25.1 Parental leave and return to work entitlements are provided for in the NES.

26 LEAVE FOR JURY SERVICE AND COMMUNITY SERVICE ACTIVITIES

An Employee's entitlement to Jury Service and/or Community Emergency Service Leave shall be in accordance with the NES as summarised below:

Jury Service

26.1.1 Subject to the requirements of sub-clause 26.1.2 being met, an Employee (other than a Casual Employee) required to attend Jury Service during the ordinary working hours shall be reimbursed by the Company an amount equal to the difference between the amount paid in respect of the attendance for such Jury Service and the amount of wage the Employee would have received in respect of the ordinary time the Employee would have worked had the Employee not been on Jury Service.

26.1.2 The Employee shall notify the Company as soon as possible of the date upon which the Employee is required to attend Jury Service. Further, the Employee shall give the Company proof of attendance, the duration of such attendance and the amount received in respect of such Jury Service.

Leave for Community Emergency Service Activities

26.2.1 Subject to the provisions of sub-clause 26.3 being met, an Employee who engages in an Eligible Community Emergency Service Activity (as defined under s.109 of the Fair Work Act 2009) is entitled to be absent from their employment for a period if the period consists of one or more of the following:

- (a)** time when the Employee engages in the activity;
- (b)** reasonable travelling time associated with the activity; and
- (c)** reasonable rest time immediately following the activity.

26.2.2 For the purpose of this Clause, an Eligible Community Emergency Service Activity includes voluntary emergency management activities (eg. for the Country Fire Association or State Emergency Service), or other activities deemed by the Fair Work Regulations 2009 (Cth) as being of a community service nature.

Notice and Evidence Requirements

An Employee's entitlement to take leave to undertake Jury Service and/or Community Service Activities will be subject to the following requirements being met:

26.3.1 An Employee must provide his/ her Manager notice of the need for such absence as soon as practicable (which may be a time after the absence has started), and such notice shall include the period, or expected period, of the absence.

26.3.2 Where required by their Manager, the Employee must provide evidence that would satisfy a reasonable person that the absence is because the Employee has been or will be engaging in an Eligible Community Emergency Service Activity.

27 LONG SERVICE LEAVE

Right to Leave

An Employee shall be entitled to Long Service Leave with pay in respect of service with the Company as prescribed by this Agreement and the LSL Act.

27.1.1 Service Entitling to Leave

For the purposes of this Agreement the service of an Employee with the Company means the period during which the Employee has served their employer under an unbroken contract of employment: provided that a contract of employment shall be deemed not to have been broken by reason only of any interruption or determination thereof, if the interruption or determination has:

- (a) been made by the Company with the intention of avoiding any obligation imposed on him/her by this agreement dealing with Long Service Leave; or
- (b) risen directly or indirectly from a dispute concerning industrial matters, if the Employee returns to duty with the same employer in accordance with the terms of settlement of the said dispute; or
- (c) been made by the Company by reason of slackness of trade, if the Employee is re-employed by the same employer within six months of such interruption or determination; or
- (d) been made by the Company for any reason other than those referred to in sub-clauses 27.1.1(a), 27.1.1(b) and 27.1.1(c) thereof, if the Employee is re-employed by the same employer within two months of such interruption or determination.

27.1.2 Provided further that the period during which the employment has been so interrupted or determined shall not, except when due to the reasons referred to in sub-clause 27.1.1(a) hereof, be taken into account in calculating the period of service.

- (a) Where an Employee has entered or enters into a contract of employment with the Company within a period of twelve months after the completion of an apprenticeship with the Company the period of the apprenticeship shall be taken into account for the purpose of calculating the period of his service with that employer under that contract of employment.

Transfer of Business and Service with related Companies

See Transfer of Business provisions in the Fair Work Act.

Amount of Leave

27.3.1 Subject to sub-clause 27.3.3 hereof, the amount of Long Service Leave to which an Employee shall be entitled shall be:

27.3.2 In the case of an Employee who has completed at least ten years of service with the Company:

- (a) In respect of ten years' service so completed, eight and two-thirds weeks; and
- (b) In respect of each five years' service with the Company completed since they last became entitled to Long Service Leave, another period that bears to eight and two-thirds weeks the proportion that the Employee's further period of continuous service bears to 10 years; and
- (c) On the termination of the Employee's employment or their death, in respect of the number of years of service with the Company completed since they last became entitled to an amount of Long Service Leave, a proportionate amount on the basis of eight and two-thirds weeks for ten years' service

27.3.3 In the case of an Employee who has completed at least seven but less than ten years' service with the Company and whose employment is terminated by:

the Company for any cause other than serious and wilful misconduct; or

- (a) the Employee; or
- (b) the death of the Employee

a proportionate amount on the basis of eight and two-thirds weeks for ten years of service. Such leave shall be granted and taken and, except as by this agreement permitted, payment in lieu thereof shall not be made or accepted.

27.3.4 Payment for Period of Leave

- (a) Subject to the provisions of sub-clause 27.3.5(c) hereof, the rate of payment to which an Employee on leave shall be entitled shall be in the case of a Full-time weekly time worker his Actual Rate of Pay. The Actual Rate of Pay is the total amount an Employee would receive if they were performing their ordinary hours of work and shall not include overtime, penalty rates, disability allowances, shift allowances, special rates, fares and travelling time allowances and any other extraneous payment of a like nature.
- (b) In cases where the actual rate of pay varies from week to week as a result of a system of payment by results or other piece work or bonus systems the rate of payment shall be calculated by averaging the actual rates of pay, as defined above for each week over the previous three monthly period.

27.3.5 Payment shall be made in one of the following ways:

- (a) In advance for the whole of the period when the Employee commences the period of leave, at the rate calculated in accordance with sub-clause 27.3.4 hereof; or
- (b) At the same time as payment would have been made if the Employee had remained on duty. Under such circumstances payment shall, if the Employee requests so in writing so, be made by cheque posted to an address specified by such Employee; or
- (c) In any other way agreed between the Company and the Employee.

27.3.6 If during the period of leave any Agreement variation occurs which, had the Employee been at work would have resulted in a change in their actual rate of pay (as defined in sub-clause 27.3.4 hereof) - the rate of payment to which an Employee on leave shall be entitled shall be, as from the date upon which such change would have been operative such changed rate and if payment has been made in advance to any Employee in respect of Long Service Leave the Company shall, upon the Employee's return to duty, adjust such advance payment to accord with such changed rate of pay to the extent to which the changed rate is applicable.

Taking Leave

27.4.1 Time of Taking Leave

When an Employee becomes entitled pursuant to this agreement to Long Service Leave such leave shall be granted by the Company as soon as practicable having regard to the needs of the establishment, or subject to sub-clause 27.4.4 hereof, at such time or times as may be agreed between the Company and the Employee.

27.4.2 Access to Leave

- (a) Where an Employee becomes entitled to Long Service Leave pursuant to this Agreement, such leave shall be granted by the Company as soon as practicable having regards to the needs of the establishment; or subject to sub-clause 27.4.3(c), at such time or times as agreed between the parties.
- (b) Subject to the provisions of sub-clause 27.3.2(c), the Company shall not be required to grant an Employee leave to which he or she has become entitled pursuant to this Agreement until the amount of Long Service Leave to which they has become entitled equals eight and two-thirds weeks in respect of the first period of entitlement and four and one-third weeks in respect of any subsequent period of entitlement.

27.4.3 Access to Leave in the Event of Hardship

- (a) In the event of hardship (for example, death, illness, or incapacity) the Company may grant to the Employee a proportionate amount of the basis of eight and two-thirds weeks for ten years' service before the Employee reaches the entitlement as prescribed by sub-clause 27.3.2.
- (b) An Employee will only be eligible to access Long Service Leave in the event of hardship if the Employee has 7 years or more service with the Company.

- (c) An application for the granting of Long Service Leave under this clause shall be considered on a case by case basis, and the granting of such leave shall be at the full discretion of the Company.

27.4.4 Notice to Take Leave

Except where an Employee agrees otherwise the Company shall give an Employee at least twenty-eight (28) days' notice of the date from which their leave is to be taken.

27.4.5 Broken Leave

Leave shall be granted and taken in one continuous period; or if the Company and the Employee so agree, in not more than three separate periods in respect of any subsequent period of entitlement.

27.4.6 Public Holidays and Annual Leave

The Long Service Leave prescribed by this agreement does not include any Public Holiday or Annual Leave occurring during the period when Long Service Leave is taken.

27.4.7 Restriction upon Employment While on Leave

No Employee shall during any period when they is on leave pursuant to this agreement engage in any employment for hire or reward with the Company known by him/her to be bound by this Agreement. No employer bound by this agreement shall employ any such Employee for hire or reward during any period when such Employee is known by him/her to be on leave pursuant to this agreement.

27.4.8 Payment on Termination for Leave Not Taken

- (a) Where the employment of an Employee is terminated otherwise than by their death and any Long Service Leave:
 - (i) To which the Employee was entitled has not been taken; or
 - (ii) Accrues to the Employee upon such termination.
- (b) The Company shall forthwith pay to the Employee in full the amount in respect of such leave calculated as at the date of termination in the manner set out in sub-clause 27.3.4 less any amount already paid to the Employee in respect of the leave.
- (c) Where an Employee dies and any Long Service Leave:
 - (i) To which the Employee was entitled has not been taken; or
 - (ii) Accrues upon termination of the employment by reason of their death.
- (d) The Company shall upon request by the Employee's personal representative pay to the Employee's personal representative in full the amount in respect of such leave calculated as at the date of death of the Employee in the manner set out in sub-clause 27.3.4 less any amount already paid to the Employee in respect of that leave.

27.4.9 Granting Leave in Advance

- (a) An employer may by agreement with an Employee allow Long Service Leave to such Employee before the right thereto has accrued due, but where leave is so taken the Employee shall not become entitled to any further leave under this agreement or to payment in lieu thereof for the period in respect of which such leave was taken before it accrued due.
- (b) Where leave has been granted to an Employee pursuant to the preceding sub-clause before the right thereto has accrued due and the employment is subsequently terminated the Company may deduct from whatever remuneration is payable upon the termination of the employment such amount as represents payment for any period for which the Employee has been granted Long Service Leave to which they was not entitled at the date of termination of their employment.

PART 7 - CONSULTATION AND DISPUTE RESOLUTION

28 WORKPLACE CONSULTATION AND SITE CONSULTATIVE COMMITTEE

Workplace Consultation and Work Practice Change

Set out below are consultation arrangements agreed to between the parties that will enhance measures intended to achieve gains in productivity, efficiency and profitability of the site through workplace flexibility during the life of the Agreement.

Site Consultative Committee

A SCC has been established at the site.

28.2.1 Through the SCC the Company and the Employees will consult collectively with each other concerning enterprise issues, including but in no way limited to:

- (a) increases to productivity, efficiency and flexibility at the site;
- (b) large scale terminations;
- (c) major changes in the composition, operation or size of the Company's workforce or in the skills required;
- (d) the elimination or diminution of job opportunities (including promotion opportunities or job tenure);
- (e) the alteration of hours of work;
- (f) the need for retraining or transfer of Employees to other work or locations; and
- (g) the restructuring of jobs.

28.2.2 The Company and Employees and each parties' nominated representative will support the SCC's activities and its outcomes.

28.2.3 The SCC will be responsible for overseeing the implementation of this Agreement at the site and to ensure that the agreed Aims and Objectives are achieved.

28.2.4 Consultation regarding major workplace change and rosters

- (a) If the Company has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to the Company and the change is likely to have a significant effect on Employees, the Company must notify the relevant Employees of the decision to introduce the major change.
- (b) The relevant Employees may appoint a representative for the purposes of the procedures in this term and the Company must recognise the representative if informed of the appointment by the Employees.
- (c) As soon as practicable after making its decision, the Company must discuss with the relevant Employees (and their representatives where relevant) the introduction of the change, the effect the change is likely to have on the Employees and measures the Company is taking to avert or mitigate the adverse effect of the change on the Employees. For the purposes of the discussion, the Company must provide, in writing, to the relevant Employees (and where relevant their representatives) all relevant information about the change including the nature of the change proposed; information about the expected effects of the change on the Employees; and any other matters likely to affect the Employees. However, the Company is not required to disclose confidential or commercially sensitive information to the relevant Employees or representatives.
- (d) The Company must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- (e) If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Company, the requirements set out in clauses (b) and (c) are taken not to apply.

- (f) In this term, a major change is likely to have a significant effect on Employees if it results in:
 - (i) the termination of the employment of Employees; or
 - (ii) major change to the composition, operation or size of the Company's workforce or to the skills required of Employees; or
 - (iii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (iv) the alteration of hours of work; or
 - (v) the need to retrain Employees; or
 - (vi) the need to relocate Employees to another workplace; or
 - (vii) the restructuring of jobs.
- (g) If the Company proposes to introduce a change to an Employee's regular roster or ordinary hours of work, the Company must, as soon as possible after proposing to introduce the change, provide information to the Employee (including, where relevant, the Employee's representative) about the change, and to invite the Employee to give his or her views about the impact of the change (including any impact in relation to their family or caring responsibilities) and to consider any views given by the Employees about the impact of the change.
- (h) In addition to consultation regarding major workplace change, set out below are consultation arrangements agreed to between the parties that will enhance measures intended to achieve gains in productivity, efficiency and profitability of the site through workplace flexibility during the life of the Agreement.

28.2.5 The Company, the Employees and each parties' nominated representative are committed to the flexible application of the terms and conditions of employment set out in this Agreement in order to improve the productivity, efficiency, profitability and the competitiveness of the Company. Employees accept that, subject to the provisions set out below, the final decision on policy issues at the site is the responsibility of the management of the Company and that the consultation processes put in place by this clause are designed to ensure effective management/Employee consultation on issues before management decisions are made. Hence, the Employee parties commit to not unreasonably oppose or withhold consent to the Company's proposed work practice changes that are within the spirit and scope of the Agreement.

28.2.6 During consultation with the SCC, the Company must provide in writing to the Employees concerned, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on Employees and any other matters likely to affect Employees provided that the Company is not required to disclose confidential or commercially sensitive information, the disclosure of which would be contrary to the Company's interests.

28.2.7 The achievement of the agreed Aims and Objectives and the flexibilities referred to above will be assisted by the introduction of changes in work practices during the life of the Agreement in accordance with the procedures set out below:

Flexible Application of Existing Provisions

28.3.1 The Company and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement if:

- (a) The Agreement deals with one or more of the following matters:
 - (i) arrangements for when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;

- (v) leave loading; and
- (b) the arrangements meets the genuine needs of the Company and the Employee in relation to one or more of the matters mentioned in sub-clause 28.3.1; and
- (c) the arrangement is genuinely agreed to by the Company and the Employee.
- (d) the Company must ensure that the terms of the individual flexibility arrangement:
 - (i) is about permitted matters under section 172 of the Fair Work Act 2009; and
 - (ii) are not unlawful terms under section 194 of the Fair Work Act 2009; and
 - (iii) result in the Employee being better off overall than the Employee would be if no arrangement was made.

28.3.2 The individual flexibility arrangement between the Company and the individual Employee must:

- (a) be in writing,
- (b) name the Company and the Employee;
- (c) be signed by the Company and the individual Employee and, if the Employee is under 18 years of age, the Employee's parent or guardian;
- (d) include details of:
 - (i) the terms of the Enterprise Agreement that will be varied by the arrangement;
 - (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 their employment as a result of the arrangement; and
 - (iv) states the date the arrangement commences to operate.

28.3.3 The Company must give the individual Employee a copy of the arrangement within 14 days after it is agreed to.

28.3.4 The Company or the individual 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
- (b) If the Company and the Employee agree in writing - at any time.

Changes to Existing Conditions Requiring Fair Work Commission Approval

28.4.1 In circumstances where the implementation of the SCC's decision would necessitate a variation to this Agreement the matter will be dealt with in accordance with the Fair Work Act.

28.4.2 Should a dispute over a matter that is before the SCC in relation to a proposed work practice change not be able to be resolved it shall be dealt with in accordance with the procedures set out in Step 4 and onwards of the Disputes Procedure set out in clause 29.1.1 of this Agreement.

28.4.3 The SCC shall act to resolve any disputes arising from the interpretation and/or implementation of the Agreement.

Representation:

Either party may appoint a representative for the purposes of the above procedure (Employee Representation for the purposes of this clause is intended to mean the site's SCC where such a Committee is in place at the enterprise) and both parties shall recognise the other party's representative.

29 PROCEDURES FOR THE AVOIDANCE OF INDUSTRIAL DISPUTES

29.1.1 Dispute Settling Procedure

- (1) If a dispute relates to:
 - (a) a matter arising under the agreement; or
 - (b) the National Employment Standards;this term sets out procedures to settle the dispute.
- (2) An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- (3) In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, observing company policies and procedures.
- (4) If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.
- (5) The Fair Work Commission may deal with the dispute in 2 stages:
 - (a) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - (b) if the Fair Work Commission is unable to resolve the dispute at the first stage then, with the agreement of both parties, Fair Work Commission may:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.
- (6) While the parties are trying to resolve the dispute using the procedures in this term:
 - (a) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
 - (b) an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
 - (i) the work is not safe; or
 - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
 - (iii) the work is not appropriate for the employee to perform; or
 - (iv) there are other reasonable grounds for the employee to refuse to comply with the direction.

PART 8 - TERMINATION, REDUNDANCY AND DISCIPLINARY PROCEDURES

30 DISCIPLINARY PROCEDURE

The parties to the Agreement shall observe company policies and procedures, and obligations as per the Fair Work Act.

31 TERMINATION OF EMPLOYMENT

31.1 An Employee whose employment is terminated by the Company, other than for serious misconduct, shall be entitled to Notice of Termination or payment in lieu thereof in accordance with the provisions of the *Fair Work Act*, as provided for below:

Period of Continuous Service with the Company at the end of the day notice is given	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

31.2 Where the Employee is over 45 years old and has completed at least 2 years of continuous service with the Company, such Employee will be entitled to an additional 1 weeks' notice or payment in lieu thereof.

31.3 An Employee who terminates their employment with the company shall be required to provide Notice of Termination for the period provided for under sub-clause 31.2. However, the Employee shall not be required to provide an additional week's notice on the basis that they have completed at least 2 years continuous service and is aged over 45 years old.

If an Employee fails to give notice, subject to law, the Company shall have the right to withhold moneys due to the Employee with a maximum amount equal to the ordinary time rate of pay for the period of notice not worked or provided by the Employee. For the avoidance of any doubt, monetary deductions may not be made from accrued but unused entitlements payable on termination.

32 REDUNDANCY

General

32.1.1 This clause applies only in relation to a weekly Employee employed by the Company for twelve months or more who is made redundant for any reason.

32.1.2 An Employee's position is redundant where the Company:

- (a) has made a definite decision that it no longer requires the job the Employee has been doing to be done by anyone (and this is not due to the ordinary and customary turnover of labour) and the decision leads to termination of employment at the initiative of the Employer, or
- (b) is insolvent or bankrupt.

Notice of Termination due to Redundancy

32.2.1 In the case of redundancy, the Employee shall receive notice of termination in accordance with the following schedule. This benefit shall be in addition to the Employee's redundancy pay entitlements:

Period of Service	Required Notice
Employees with less than 12 months service	1 week
Employees with more than 12 months service who are under 45 years of age	4 weeks
Employees with more than 12 months service who are over 45 years of age	5 weeks

32.2.2 The required notice period can be provided as either actual notice or payment in lieu of notice or a combination of the two. The Notice Period set out in this sub-clause 32.1.1 is in substitution for, and not additional to, the notice period set out in clause 32.

Redundancy/Severance Payments

32.3.1 Employees not Named under sub-clause 32.3.2 of this Agreement

In the case of redundancy, an Employee (other than those specified under sub-clause 32.3.2) shall in addition to the Notice of Termination provisions specified under sub-clause 32.2, receive Redundancy/Severance Pay in accordance with the following schedule:

Period of Continuous Service	Amount of Redundancy/Severance Pay
Less than 12 months	Nil
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
4 or more years continuous service	2 weeks per completed year of service up to a maximum of 52 weeks

(a) Redundancy/Severance Pay will be based on the Employee's ordinary hourly rate of pay and shall exclude Shift Allowances or any other extraneous payments.

32.3.2 Employees Formerly Engaged by LNT

(a) In the case of redundancy, and subject to sub-clause 32.3.2(b) the following Employees (formerly employed by LNT) shall receive four (4) weeks Redundancy/Severance Pay for each completed year of service (pro-rata for less than a completed year of service):

(i) Richard Middleton

(b) Redundancy/Severance Pay will be based on the Employee's ordinary hourly rate of pay and shall exclude Shift Allowances or any other extraneous payments.

(c) The maximum amount of Redundancy/Severance Pay payable to an Employee named under sub-clause 32.3.2(a) shall be 104 weeks.

Criteria for the Selection of Redundant Employees

32.4.1 Redundant Employees shall be selected on the basis of competency and skill.

32.4.2 The Company will identify the position or positions that are no longer required and which will become redundant.

32.4.3 The Company will then select Employees to be made redundant on the basis of its need to retain the most competent, most skilled and most productive Employees so as to maintain and enhance the Company's productivity, efficiency and profitability.

Casual Employees

Casual Employees do not have an entitlement to benefits prescribed by this redundancy clause.

Transmission of Business

The parties agree that provisions of this clause shall not apply to an Employee whose employment service is deemed to be continuous in accordance with the transmission of business provisions set out in the Fair Work Act.

Suitable Alternative Employment

32.7.1 An Employee will not be entitled to any benefit arising under this clause where the Company procures an offer of suitable alternative employment for the Employee(s). This provision may be subject to an application to the Commission.

- 32.7.2** For the purposes of this clause, "suitable alternative employment" will mean employment on terms and conditions that are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the Employee at the time that the Employee is employed in the position to be made redundant.
- 32.7.3** Where an Employee commences suitable alternative employment elsewhere in the Company, their accrued entitlements shall transfer with the job.
- 32.7.4** Where an Employee commences suitable alternative employment with a third party employer, the Employee shall be paid out all of their accrued entitlements.

Transfer to Lower Paid Duties

Where an Employee is transferred to lower paid duties by reason of redundancy the same period of notice must be given as the Employee would have been entitled to if the employment had been terminated and the Company may, at the Company's option, make payment instead of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rate of pay for the number of weeks of notice still owing.

Employee Leaving During Notice Period

An Employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The Employee is entitled to receive the benefits and payments they would have received under sub-clause 32.2 had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

Job Search Entitlement

- 32.10.1** An Employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- 32.10.2** If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee must, at the request of the Company, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.

PART 9 - MISCELLANEOUS PROVISIONS

33 NO EXTRA CLAIMS

The Company and the Employees (or any Bargaining Representatives of the Employee(s)) undertake not to pursue any extra claims in relation to either increases in wages or improvements in any condition of employment during the life of the Agreement.

34 NOT TO BE USED AS A PRECEDENT

This Agreement shall not be used in any manner whatsoever to obtain similar arrangements or benefits in any other plant, enterprise or business.

35 SIGNATORIES

The parties to this Agreement hereby agree to accept and endorse the terms contained herein and confirm that they do so without duress:

Signed for and on behalf of **RIDLEY AGRIPRODUCTS PTY LTD** by:

Name: Amelia Gordon
Position Title : People Business Partner
Address: Level 9, South Tower Rialto, 525 Collins Street Melbourne VICTORIA 3000

Signature:



Date: 22 January 2024

The above person is an employee of *Ridley AgriProducts Pty. Ltd.* and authorised to sign the Enterprise Agreement on behalf of the Company.

Signed for and on behalf of **EMPLOYEES** covered by this Agreement by the following employee nominated Bargaining Representatives:

Name: Tyler Moon
Position Title: Maintenance Fitter
Address: C/o Ridley AgriProducts Pty. Ltd., 34-48 Webb Drive, Mount St John Queensland, 4818

Signature:

Date: 22/01/2024

SCHEDULE A - CLASSIFICATION STRUCTURE

36 NEW CLASSIFICATION STRUCTURE IMPLEMENTED IN 2022 (SCHEDULE A)

- 38.1.1. For those employees engaged by the Company as at 1 April 2022 the following provisions will apply.
- 38.1.2. Employees that are re-classified to a higher competency level as a result of the implementation of the new classification structure, will have their re-classification managed as per the normal classification process.
- 38.1.3. Where the new classification structure results in an employee's classification decreasing to a lower level the following will occur
- (a) The employee will be provided with training over a 12-month period to align their competencies to the new classification structure.
 - (b) Initially, there will be no formal adjustment to their classification and they will be afforded the Year 1 pay increase in line with their classification as at the commencement of this agreement.
 - (c) At the end of the 12-month period and in line with the date of the Year 2 increases the employee's classification will be re-assessed and their classification will be adjusted to the classification that aligns with their competencies. The employee will not be subject to a reduction in their wages due to the re-classification to a lower classification level. Instead these employees will have their wage rate frozen until the wage rate of the lower classification to which they have been re-classified becomes equal to or greater than their frozen wage rate. The Company shall not unreasonably restrict an employee from accessing the relevant and required training in respect to their classification alignment as per Clause 38.1.3(a).
 - (d) If the employee believes that their re-classification has been unfair or unreasonable, they can raise a complaint using the Dispute Resolution Procedure outlined in Clause 29.1.1.

37 APPLICATION OF CLASSIFICATION STRUCTURE UNDER THIS AGREEMENT

Subject to the following, the Classification Structure provided for under this Agreement shall apply to all Employees covered by this Agreement who are employed at the Townsville site.

37.1 Introductory Notes

37.1.1 The definition for each proposed level of the Agreement includes:

- (a) a general statement which:
 - (i) assists in defining the scope of the level; and
 - (ii) assists in distinguishing this level from other levels;
- (b) a list of typical tasks performed at the level; and
- (c) a statement of typical qualifications for the level.

37.1.2 The following should be noted regarding the Agreement's definitions:

- (a) With regard to the general statement, an employee at a particular level is expected to have:
 - (i) skills and knowledge at a higher or extended level; and/or
 - (ii) a higher level of responsibility;

than employees on lower classifications.

- 37.1.3** Typical qualifications are deemed to include practical knowledge/skills and abilities. Provision is to be made for recognition of an employee who does not have the prescribed or other equivalent qualifications (either existing or to be developed) but who through skill, knowledge and experience is able to satisfactorily perform all the duties of a classification to a level satisfactory to an appropriate industry accreditation body.

Skill Standards

- 37.2.1** Skill standards are described for each skill area relevant to the classification level, in terms of the:

- (a) conditions;
- (b) performance required;
- (c) competency standard.

- 37.2.2** The training competencies describe the key knowledge and skills required of a person to achieve competency for the skill area/skill standard.

Definitions

The following expressions, which appear in the work descriptions throughout the Agreement's classification levels shall be defined as follows:

- 37.3.1** Direct Supervision shall mean that a person:

- (a) receives detailed instruction on the work to be performed;
- (b) performs tasks which are part of an overall work routine; and
- (c) is subject to regular progress checks on the work being performed.

- 37.3.2** General Supervision shall mean that a person:

- (a) receives instructions on what is required on unusual or difficult features of the work and on the method of approach when new procedures are involved;
- (b) is normally subject to progress checks which are usually confined to unusual or difficult aspects of the task; and
- (c) has the knowledge and experience required to perform the duties usually without specific instructions but has the work checked.

- 37.3.3** Limited Supervision shall mean that a person:

- (a) may be subject to progress checks which will be principally confined to establishing that satisfactory progress is being made; and
- (b) may have the work checked.

Other Matters associated with the Classification of Employees

- 37.4.1** The tasks listed in the classification structure in Schedule A as Typical Tasks are to be used as a guide only and should not be seen as a definitive list of tasks for any one classification level.

- 37.4.2** Employees are expected to perform all tasks associated with the classification level to which they are appointed as well as those of all lower classification levels as required.
- 37.4.3** To be eligible to receive a rate of pay with respect to a particular level, the Employee must possess all of the competencies, qualifications and training associated with that level.
- 37.4.4** Where an Employee is training for a higher level, the Employee will remain at their current level until they:
- (a) can effectively perform the tasks required of the level position; and
 - (b) has been assessed as having all the competencies, qualifications and training of the higher level; and
 - (c) are appointed to an available higher level position by the Company
- 37.4.5** Where an Employee is performing higher duties at the request of the Company, they shall be paid in accordance with Clause 10.
- 37.4.6** Employees displaying the appropriate skills and ability to learn a specific position will be invited to train in preparation for the higher position if and when it becomes vacant.
- 37.4.7** Should the Company experience a downturn in operations, Employees may be requested to perform at any level below that to which they are presently appointed. If this is for a short term, wages are to remain at the existing rate. If this is to be a permanent position due to a downturn in operations, then the Employee will be transferred to the lower classification. If the Employee does not wish to accept the lower level, then the Employee would be eligible for the appropriate redundancy.

38 MANUFACTURING WORKER STREAM

MANUFACTURING WORKER LEVEL 1

38.1.1 General

An employee at this level:

- (a) exercises minimal judgement;
- (b) works under direct supervision;
- (c) has the ability to understand and carry out simple instructions; and
- (d) is enrolled in an induction programme or other structured training to enable work to be performed at Level 2 or above.

38.1.2 Typical Tasks

- (a) An adult employee recruited into the company who is unable to meet the competency requirements of Level 2 will remain in Level 1 until such time as they have satisfactorily completed an induction program covering the following:
 - (b) basic occupational health and safety;
 - (c) conditions of employment;
 - (d) company policies/objectives; and
 - (e) workplace training to meet the requirements of being able to competently perform work within the scope of Level 2.

38.1.3 Typical Qualifications/Experience

- (a) Year 10 School Certificate
- (b) Manufacturing industry experience (desirable)

MANUFACTURING WORKER LEVEL 2 (a) – Mill Operator

38.2.1 General

An employee at this level performs utility (general hand) functions on the site and has accountabilities as laid out in the Position Description, and in so doing:

- (a) works under direct supervision;
- (b) is responsible for the quality of their work; and
- (c) exercises minimal decision making.

38.2.2 Typical Tasks

- (a) General hygiene practices including being responsible for plant hygiene
- (b) Stack finished product/ingredients
- (c) Drive forklift (to licence standards)
- (d) Routine check of forklift
- (e) Maintain records and/or tally

38.2.3 Typical Qualifications – as per position Workbook

- (a) Competent in Level 2 qualifications/experiences and typical tasks

- (b) Completion of approved basic courses in manual handling and ergonomics.
- (c) Ability to competently perform cleaning duties.
- (d) Licence for forklift driving (from the appropriate State licensing authority).
- (e) Completion of approved basic courses in hazard identification and risk assessment.

MANUFACTURING WORKER LEVEL 2 (b) – Warehouse Operator

38.3.1 General

An employee at this level performs utility (general hand) functions on the site and has accountabilities as laid out in the Position Description, and in so doing:

- (a) works under direct supervision;
- (b) is responsible for the quality of their work; and
- (c) exercises minimal decision making.

38.3.2 Typical Tasks

- (a) General hygiene practices including being responsible for plant hygiene
- (b) Stack finished product/ingredients
- (c) Drive forklift (to licence standards)
- (d) Routine check of forklift
- (e) Maintain records and/or tally

38.3.3 Typical Qualifications – as per position Workbook

- (a) Competent in Level 2 qualifications/experiences and typical tasks
- (b) Completion of approved basic courses in manual handling and ergonomics.
- (c) Ability to competently perform cleaning duties.
- (d) Licence for forklift driving (from the appropriate State licensing authority).
- (e) Completion of approved basic courses in hazard identification and risk assessment.

MANUFACTURING WORKER LEVEL 3 (a) – Mill Operator

38.4.1 General

An employee at this level performs a range of operational duties including operation of various fixed plant equipment and individual process functions on the site and has accountabilities as laid out in the Position Description, and in so doing:

- (a) works under general supervision;
- (b) has limited decision making; and
- (c) is responsible for the quality of their work.

38.4.2 Typical Tasks

- (a) Identify product specification problems
- (b) Operate equipment local control systems
- (c) Identify Machine faults (basic)
- (d) Clean out equipment
- (e) Complete manufacturing process records

- (f) Operate fixed plant equipment including use of set-up skills
- (g) Operate hand held tools and equipment
- (h) Within level of skills and training, will provide on the job training to other employees

38.4.3 Typical Qualifications/Experience – as per position Workbook

- (a) Competent in Level 3 Mill Operator qualifications/experience and typical tasks

MANUFACTURING WORKER LEVEL 3 (b) – Warehouse Operator

38.5.1 General

An employee at this level performs a range of general warehouse duties including operation of various mobile and fixed plant equipment on the site including the picking and packing of customer orders, and has accountabilities as laid out in the Position Description, and in so doing:

- (a) works under general supervision;
- (b) Has limited decision making; and
- (c) is responsible for the quality of their work.

38.5.2 Typical Tasks

- (a) Identify product specification problems
- (b) Manually load/unload raw material and palletised finished feeds
- (c) Identify Machine faults (basic)
- (d) Clean equipment
- (e) Pick and pack customer orders
- (f) Within level of skills and training, will provide on the job training to other employees

38.5.3 Typical Qualifications/Experience – as per position Workbook

- (a) Competent in Level 3 Warehouse Operator qualifications/experience and typical tasks

MANUFACTURING WORKER LEVEL 4 (a) – Block Plant Operator

38.6.1 General

An employee at this level performs a range of operational duties including operation of various fixed plant equipment and individual process functions in the Block Plant process, and has accountabilities as laid out in the Position Description, and in so doing:

- (a) works under general supervision;
- (b) Has limited decision making; and
- (c) is responsible for the quality of their work.

38.6.2 Typical Tasks

- (a) Identify product specification problems
- (b) Operate equipment local control systems
- (c) Identify Machine faults (basic)
- (d) Clean out equipment

- (e) Complete manufacturing process records
- (f) Operate equipment to produce and pour molten Urea blocks including use of set-up skills
- (g) Operate equipment to produce and pour molasses blocks including use of set-up skills
- (h) Operate tools and equipment to test, process and package poured blocks
- (g) Operate hand held tools and equipment
- (h) Within level of skills and training, will provide on the job training to other employees

38.6.3 Typical Qualifications/Experience – as per position Workbook

- (a) Competent in Level 4 Mill Operator qualifications/experience and typical tasks

MANUFACTURING WORKER LEVEL 4 (b) – Loose Lick Plant Operator

38.7.1 General

An employee at this level performs a range of operational duties including operation of various fixed plant equipment and individual process functions in the Loose Lick Plant process, and has accountabilities as laid out in the Position Description, and in so doing:

- (a) works under general supervision;
- (b) Has limited decision making; and
- (c) is responsible for the quality of their work.

38.7.2 Typical Tasks

- (a) Identify product specification problems
- (b) Operate equipment local control systems
- (c) Identify Machine faults (basic)
- (d) Clean out equipment
- (e) Complete manufacturing process records
- (f) Operate bagging, sewing and stacking equipment to produce small Loose Lick bags including use of set-up skills
- (g) Operate bagging and stacking equipment to produce Loose Lick bulk bags including use of set-up skills
- (h) Operate tools and equipment to test, process and package Loose Lick
- (g) Operate hand held tools and equipment
- (h) Within level of skills and training, will provide on the job training to other employees

38.7.3 Typical Qualifications – as per position Workbook

- (a) Competent in Level 4 Mill Operator qualifications/experience and typical tasks

MANUFACTURING WORKER LEVEL 4 (c) – Warehouse Operator

38.8.1 General

An employee at this level performs a range of general warehouse duties including operation of various mobile and fixed plant equipment on the site including the picking and packing of customer orders, and has accountabilities as laid out in the Position Description, and in so doing:

- (a) works under general supervision;
- (b) Has limited decision making; and

(c) is responsible for the quality of their work.

38.8.2 Typical Tasks

- (a) Identify product specification problems
- (b) Record test results
- (c) Identify machine faults (basic)
- (d) Clean production equipment
- (e) Pick and pack customer orders
- (f) Maintain stock levels
- (g) CHEP Pallet control
- (h) Complete cycle counts and stock reconciliations
- (i) Within level of skills and training, will provide on the job training to other employees

38.8.3 Typical Qualifications/Experience – as per position Workbook

- (a) Competent in Level 4 Warehouse Operator qualifications/experience and typical tasks

MANUFACTURING WORKER LEVEL 5 (a) – Block Plant Operator

38.9.1 General

An employee at this level performs a range of operational duties including operation of various fixed plant equipment and individual process functions in the Block Plant process, and has accountabilities as laid out in the Position Description, and in so doing:

- (a) works under limited supervision;
- (b) oversees the work of other employees; and
- (c) is responsible for the quality of their and other employees work.

38.9.2 Typical Tasks

- (a) Identify product specification problems
- (b) Raw material receipt
- (c) Identify machine faults (basic)
- (d) Clean production equipment
- (e) Accurate weighing of premixes, micro and macro ingredients
- (f) Operation of mixing, weighing and batching equipment
- (g) Sample products
- (h) Data Recording
- (i) Operation of Probatch process control system
- (j) Complete basic and general maintenance/repair tasks
- (k) Within level of skills and training, will provide on the job training to other employees

38.9.3 Typical Qualifications/Experience – as per position Workbook

- (a) Competent in Level 5 Block Plant Operator qualifications/experience and typical tasks
- (b) Industry recognised competency for operation of Front-End Loader
- (c) Senior First Aid and Low Voltage Rescue
- (d) Working at Heights
- (e) Confined Space

MANUFACTURING WORKER LEVEL 5 (b) Loose Lick Plant Operator

38.10.1 General

An employee at this level performs a range of operational duties including operation of various fixed plant equipment and individual process functions in the Loose Lick Plant process, and has accountabilities as laid out in the Position Description, and in so doing:

- (a) works under limited supervision;
- (b) oversees the work of other employees; and
- (c) is responsible for the quality of their and other employees work.

38.10.2 Typical Tasks

- (a) Identify product specification problems
- (b) Raw material receipt
- (c) Identify machine faults (basic)
- (d) Clean production equipment
- (e) Accurate weighing of premixes, micro and macro ingredients
- (f) Operation of mixing, weighing and batching equipment
- (g) Sample products
- (h) Data Recording
- (i) Operation of Probatch process control system
- (j) Complete basic and general maintenance/repair tasks
- (k) Within level of skills and training, will provide on the job training to other employees

38.10.3 Typical Qualifications – as per position Workbook

- (a) Competent in Level 5 Loose Lick Plant Operator qualifications/experience and typical tasks
- (b) Industry recognised competency for operation of Front-End Loader
- (c) Senior First Aid and Low Voltage Rescue
- (d) Working at Heights
- (e) Confined Space

MANUFACTURING WORKER LEVEL 5 (c) – Warehouse Operator

38.11.1 General

An employee at this level performs a range of Warehouse duties including operation of various mobile and fixed plant equipment on the site including the picking and packing of customer orders, and has accountabilities as laid out in the Position Description, and in so doing:

- (a) works under limited supervision;
- (b) oversees the work of other employees;
- (c) is responsible for the quality of their and other employees work;
- (d) has decision-making responsibility within policies and plans

38.11.2 Typical Tasks

- (a) Identify product specification problems
- (b) Record test results

- (c) Identify machine faults (basic)
- (d) Clean production equipment
- (e) Pick and pack customer orders
- (f) Maintain stock levels
- (g) CHEP Pallet control
- (h) Complete cycle counts and stock reconciliations
- (i) Complete fumigation of affected products
- (j) Fogging of Warehouse to control pest infestations
- (k) Within level of skills and training, will provide on the job training to other employees

38.11.3 Typical Qualifications/Experience – as per position Workbook

- (a) Competent in Level 5 Warehouse Operator qualifications/experience and typical tasks
- (b) Senior First Aid and Low Voltage Rescue
- (c) Working at Heights
- (d) Building Fire Warden
- (e) Fumigation License

MANUFACTURING WORKER LEVEL 6 – Supervisor

38.12.1 General

An employee at this level performs a range of operational duties including the oversight and control off all operational functions and crew member performance on an operations crew. This employee will, within the job requirements:

- (a) exercises considerable supervisory responsibility;
- (b) has ability to take full responsibility for the section under their control;
- (c) has considerable accountability/reporting responsibilities to senior management;
- (d) has responsibility for production quality control; and
- (e) conducts in-house training programmes.

38.12.2 Typical Tasks

- (a) Able to competently perform tasks across all mill roles identified across Level 3, Level 4 and Level 5 Block Plant and Loose Lick Plant Operators.
- (b) Leading continuous improvement project teams
- (c) Provides direction and guidance to other employees including assisting in the provision of on the job training and induction
- (d) Ability to troubleshoot and address quality and production issues during the shift
- (e) Ability to regularly conduct Tool Box meetings

38.12.3 Typical Qualifications/Experience – as per position Workbook

- (a) Competent in all Level 6 qualifications/experience and typical tasks
- (b) Senior First Aid and Low Voltage Rescue
- (c) Working at Heights
- (d) Confined Space

- (e) Building Fire Warden
- (f) Demonstrated ability to competently lead and supervise a team

39 ENGINEERING/MAINTENANCE STREAM

Wage Group C10 - Engineering/Manufacturing Tradesperson - Level I

39.1.1 An Engineering/Manufacturing Tradesperson—Level I is an employee who holds a trade certificate or tradespersons rights certificate or equivalent as an:

- (a) Engineering Tradesperson (Electrical/Electronic) — Level I;
- (b) Engineering Tradesperson (Mechanical) — Level I;
- (c) Engineering Tradesperson (Fabrication) — Level I;
- (d) or equivalent;

and is able to exercise the skills and knowledge of the engineering trade so as to enable the employee to perform work within the scope of this level.

39.1.2 An Engineering/Manufacturing Tradesperson—Level I works above and beyond an employee at the C11 level and to the level of their skills, competence and training:

- (a) understands and applies quality control techniques;
- (b) exercises good interpersonal and communications skills;
- (c) exercises keyboard skills at a level higher than the C11 level;
- (d) exercises discretion within the scope of this classification level;
- (e) performs work under limited supervision either individually or in a team environment;
- (f) operates lifting equipment incidental to their work;
- (g) performs non-trade tasks incidental to their work;
- (h) performs work which while primarily involving the skills of the employee's trade is incidental or peripheral to the primary task and facilitates the completion of the whole task, provided that such incidental or peripheral work does not require additional formal technical training; and
- (i) inspects products and/or materials for conformity with established operational standards.

39.1.3 Typical Tasks

- (a) Conduct routine maintenance
- (b) Attend to breakdowns and repair equipment faults
- (c) Install new/replacement machinery
- (d) Complete fabrication tasks

Wage Group C9: - Engineering/Manufacturing Tradesperson — Level II

39.2.1 An Engineering/Manufacturing Tradesperson—Level II is an:

- (a) Engineering Tradesperson (Electrical/Electronic)—Level II; or
- (b) Engineering Tradesperson (Mechanical)—Level II; or
- (c) Engineering Tradesperson (Fabrication)—Level II; or
- (d) equivalent. who has completed the minimum training requirements of C10 plus 20% towards a diploma of engineering or equivalent.

39.2.2 An Engineering/Manufacturing Tradesperson—Level II works above and beyond a tradesperson at the C10 level and to the level of their skills and competence and training performs work within the scope of this level:

- (a) exercises discretion within the scope of this classification;
- (b) works under limited supervision either individually or in a team environment;
- (c) understands and implements quality control techniques;
- (d) provides trade guidance and assistance as part of a work team;
- (e) operates lifting equipment incidental to their work;
- (f) performs non-trade tasks incidental to their work.

39.2.3 Typical Tasks

- (a) Plan maintenance activities
- (b) Allocate duties/tasks to maintenance staff
- (c) Prepare maintenance schedule for production plant equipment repairs
- (d) Oversee quality of maintenance
- (e) Order spare parts
- (f) Maintain stock control of maintenance tools and parts

Wage Group C8: - Engineering/Manufacturing Tradesperson—Special Class Level I

39.3.1 An Engineering/Manufacturing Tradesperson—Special Class Level I means a:

- (a) Special Class Engineering Tradesperson (Electrical/Electronic)—Level I; or
- (b) Special Class Engineering Tradesperson (Mechanical)—Level I; or
- (c) Special Class Engineering Tradesperson (Fabrication)—Level I; or
- (d) equivalent. (e) who has completed the minimum training requirements of C10 plus 40% towards a diploma of engineering or equivalent.

39.3.2 An Engineering/Manufacturing Tradesperson—Special Class Level I works above and beyond a tradesperson at the C9 level and to the level of their skills, competence and training performs work within the scope of this level:

- (a) provides trade guidance and assistance as part of a work team;
- (b) assists in the provision of training in conjunction with supervisors and trainers;
- (c) understands and implements quality control techniques;
- (d) works under limited supervision either individually or in a team environment;
- (e) operates lifting equipment incidental to their work;
- (f) performs non-trade tasks incidental to their work.

39.3.3 Typical Tasks

- (a) Organise ordering of maintenance supplies
- (b) Organise maintenance manning levels
- (c) Instruct people in setting up machinery
- (d) Implement maintenance budget
- (e) Prepare maintenance schedule
- (f) Establish maintenance priorities
- (g) Oversee maintenance program