

MBM Harvesting Solutions

Enterprise Agreement 2023

Enterprise agreement

This agreement shall be known as the MBM Harvesting Solutions Enterprise Agreement 2023 (Agreement).

Table of contents

1 Title..... 4

2 Legal Framework 4

3 Entire Understanding 4

4 Application of Agreement 4

5 Parties bound 4

6 Date and period of operation..... 4

7 Relationship to Awards 5

8 Definitions..... 5

9 No further claims commitment 5

10 Objectives of the Agreement..... 5

11 Terms and Conditions of Employment..... 6

12 Probation 7

13 Employee Categories..... 7

14 Hours of work 8

15 Shiftwork..... 9

16 Overtime and penalties 9

17 Classification of Employees and Work Duties 9

18 Drugs and Alcohol 10

19 Work Health and Safety and Asset Protection..... 11

20 Stand Down..... 12

21 Remuneration..... 12

22 Superannuation..... 13

23 Uniforms 13

24 Time and Wages Records..... 14

25 Public Holidays..... 14

26 Leave..... 14

27 Meal breaks..... 17

28 Rest breaks 18

29 Rosters and time records 18

30 Flexibility term 18

31 Confidential information 19

32	Termination	20
33	Redundancy	21
34	Consultation	22
35	Dispute resolution	24

1 Title

This Agreement shall be known as the MBM Harvesting Solutions Pty Ltd Enterprise Agreement 2023.

2 Legal Framework

This Agreement is made pursuant to the terms of the *Fair Work Act 2009* (Cth) (**the Act**).

3 Entire Understanding

Unless a contrary intention appears within a clause of this Agreement:

- (a) This Agreement is the entire agreement and understanding between the parties on everything connected with the subject matter of this Agreement and supersedes any prior agreement or understanding in anything connected with that subject matter.
- (b) This Agreement will be read and interpreted in conjunction with the National Employment Standards (the NES). Where there is an inconsistency between this Agreement and a term of the NES, and the NES term provides a greater benefit to the employee, the NES term will apply to the extent of the inconsistency.

4 Application of Agreement

This Agreement applies to all work sites operated by MBM Harvesting Solutions Pty Ltd ABN: 24 123 765 006 (**Employer**) and its successors, in positions specified in this Agreement, within the states and territories of Australia.

5 Parties bound

- (a) This Agreement is made by, and is binding on:
 - (i) all harvesting machine operators employed by the Employer; and
 - (ii) the Employer,(each a **Party** and together, the **Parties**).
- (b) This Agreement does not apply to employees in managerial or salaried positions. Employees will be advised of their appropriate employment category in writing upon commencement or position transfer, change or promotion.
- (c) This Agreement does not apply to contract labour.

6 Date and period of operation

- (a) This Agreement will operate from 7 days after the date of approval by the Fair Work Commission and remain in force until 1 December 2027, being the 4 year anniversary of approval by the Fair Work Commission.
- (b) After 1 December 2027, the Agreement will continue to be binding on the Parties unless and until it is terminated or replaced by a new agreement.

- (c) A copy of this Agreement will be made available to any new employee at the time of their engagement and in the event a new copy is required, it will be made available to the employee on request.

7 Relationship to Awards

This Agreement regulates the minimum terms and conditions of the employment of all employees covered by this Agreement to the exclusion of all other industrial instruments whether an Award, agreement or otherwise.

8 Definitions

Act means the *Fair Work Act 2009* (Cth).

Allowances means the allowances identified in clause 15(d).

Awards means *Timber Industry Award 2020 [MA000071]*.

Base Wage means the minimum Award rate of pay applicable to an employee's employment.

Company means MBM Harvesting Solutions Pty Ltd ABN: 24 123 765 006.

Confidential Information has the meaning given in clause 31(a).

Employer has the meaning given in clause 4.

NES means the National Employment Standards provided within the Act at Part 2-2.

Ordinary Hours means an employee's usual hours of work, not including overtime.

Party has the meaning given in clause 5(a).

Regulations means the Fair Work Regulations 2009 (Cth).

Related Body Corporate has the meaning given in section 50 of the *Corporations Act 2001* (Cth).

Rolled Up Rate means the hourly rate of the Base Wage plus allowances, penalties, overtime, loadings and any other monetary Award entitlements that apply to the employee's classification other than those amounts identified in this agreement as being payable in addition to the Rolled Up Rate.

Shift means a period of time during which an employee is required to work consecutive hours with a start time and a finish time, in accordance with a roster prepared by the Employer.

9 No further claims commitment

The Parties undertake that during the period of operation of this Agreement no Party will seek:

- (a) any changes to the terms and conditions of employment in this Agreement; or
- (b) any further remuneration or employee benefits not contained in this Agreement.

10 Objectives of the Agreement

- (a) The objectives of this Agreement are:

- (i) Quality of production and service to customers;
 - (ii) Competitiveness of the Company;
 - (iii) Workplace health and safety of all persons;
 - (iv) Flexibility to meet business fluctuations, customer requirements and employee needs.
- (b) The Company expects and relies on each employee's ability to be at work as and when required, to achieve the efficient completion of the work and to the required quality standard.

11 Terms and Conditions of Employment

- (a) Employees will be provided, before or at the commencement of employment, a written statement containing the following information:
- (i) Type of engagement;
 - (ii) Employment classification and duties;
 - (iii) Ordinary working hours;
 - (iv) Salary, wage or kilometer piece rate that applies to their employment;
 - (v) Date of commencement, transfer or promotion; and
 - (vi) Employment obligations to comply with workplace policies and other industry and legislated standards.
- (b) New employees must provide the Company with certain information and documents before commencing work with the Company. Employees are required to provide accurate and complete information, including information that will assist the Company to make decisions about the employee's employment.
- (c) It is an employee's responsibility to obtain and pay for the information which includes, but is not limited to:
- (i) Medical Assessment;
 - (ii) Work History;
 - (iii) Driving Record;
 - (iv) Licences and operator tickets; and
 - (v) Work visa and passport (if applicable).

Medical Assessment

- (d) New employees may be asked to present a satisfactory Medical Assessment prior to commencing work, confirming that the employee has the capacity to safely perform the inherent duties of the employment.
- (e) Continuing employees may be required to undertake other medical assessments during their employment, at the Company's expense.

- (f) If a pre-employment medical assessment is paid for by the Company, the employee will be required to reimburse the Company for the cost incurred in their employment is terminated within 12 months after commencing employment.
- (g) Medical assessments are to be taken in the employee's own time and their own cost.

12 Probation

- (a) Employees will complete a six month probationary period prior to confirmation of their permanent employment.
- (b) During the probationary period, an employee's performance may be reviewed at monthly intervals or more often if required.
- (c) During the probationary period, either the employee or Employer may terminate the employment at any time by giving one week's notice or payment in lieu of notice. This right is in addition to any other rights of the Employer to terminate the employment of the employee under this Agreement.
- (d) Notwithstanding anything in this clause 12, probationary periods will not apply to employees who are employed by the Employer and have served at least six months with the Employer prior to this Agreement being certified.

13 Employee Categories

13.1 Permanent employees

- (a) **Full Time Employee** means an employee who works at least 38 hours per week on a permanent basis.
- (b) Full time hours may be worked at any time and on any day and will be paid at the rate specified in their employment contract, commensurate to their duties.
- (c) Full time employees are entitled to leave provisions and to request flexible work arrangements in accordance with the NES.
- (d) **Part Time Employee** means an employee who works, on a permanent basis, less than 38 hours per week generally with a fixed pattern of rostering.
- (e) Part Time Employees will be paid for the time they work and will accrue all the same benefits of a Full Time employee on a pro-rata basis unless otherwise stated.

13.2 Casual Employees

- (a) Due to the nature of the work of the Employer and the unpredictability of the need for numbers of employees during peak periods, the Employer requires the flexibility of casual employment.
- (b) **Casual Employee** means an employee who is engaged and paid by the hour.
- (c) Casual Employees:
 - (i) will be engaged for a minimum of 4 hours per Shift;
 - (ii) are not Shift workers for the purposes of this Agreement;
 - (iii) will be paid at the rates set out in this Agreement;

- (iv) will not be paid less than the total of a 27% loading on the minimum award rate.
 - (v) will be paid the loading is in lieu of entitlements such as personal/carer's leave, annual leave, public holidays and redundancy payments; and
 - (vi) will not accrue continuity of service for the purposes of calculating any employment related benefits, other than long service leave.
- (d) Clauses 13.3 (category transfers), 12 (probation), 26.1 (annual leave), 26.2 (personal/carer's leave) 26.3 (compassionate leave) and 33 (redundancy) of this Agreement do not apply to Casual Employees.

13.3 Specific Term Employees shall be full time or part time employees who are engaged to perform work for the Company for a specific period of time and whose contract will end at the end of the last day specified in the contract.

13.4 Specific Term contracts will also apply for the life of a fixed term project and in that circumstance, the Employee will be advised of the start and end dates of that project.

13.5 Category transfers

If an employee's employment status changes during the term of this Agreement, their terms and conditions will be determined by this Agreement with reference to their new employment category.

14 Hours of work

- (a) The Ordinary Hours of work are 38 hours each week, averaged over a fortnightly cycle.
- (b) All hours worked beyond the employees specified ordinary hours of work, or maximum ordinary hours for casual employees, will be reasonable additional hours.
- (c) Employees may be required to work reasonable additional hours as required by the Employer to complete their duties.
- (d) The Company may request an employee to work reasonable additional hours at any time on any day.
- (e) All additional hours will be paid at the employee's Rolled Up Rate.
- (f) An employee's ordinary hours of work can be rostered for any day of the week at any time required by the Company.
- (g) Ordinary working hours may be worked in accordance with a continuous 24 hour rostered period from Monday to Sunday.
- (h) The Company will endeavour to rotate day and night shifts for employees.
- (i) If an employee requests permanent day or night shifts, the Company will endeavour, but cannot guarantee, to facilitate such a request. This does not alter the effect of the operation of requests made under section 65 of the Act.
- (j) Working hours will be managed in accordance with the Work Health and Safety Requirements.

15 Shiftwork

- (a) Shiftwork may be used to best manage work needs and resources.
- (b) For the purposes of the National Employment Standards in Pt 2-2 of the *Fair Work Act 2009* (Cth), a **Shift worker** is defined as a seven day shift worker who is regularly rostered on Sundays and public holidays.
- (c) Shift work hours are:

Shift	Between
Afternoon Shift	A shift finishing between 6.00 pm but not later than 12.00 am.
Day Shift	a shift finishing at or before 6.00 pm.
Night Shift	a shift finishing after 12.00 am but not later than 8.00 am.

- (d) Subject to clause 15(e), any employee working a full Shift, whether a Shift worker or not, will be paid a shift allowance of \$2 for each hour worked (**Shift Allowance**).
- (e) A Shift Allowance are for the hours worked during a night shift.

16 Overtime and penalties

- (a) Permanent employees are paid a Rolled Up Rate and are not entitled to additional payments for overtime or penalty rates.
- (b) The Company will ensure that each year, the employees' time and wages records are reviewed to ensure that each employee remains better off under this Agreement than under the terms of the Award.

17 Classification of Employees and Work Duties

Classification

- (a) The classification of an employee is based on their skills and duties, consistent with the Award.
- (b) The classification and hourly rate that applies to employees under this Agreement is:

Classification	Award equivalent level	Hourly rate effective 1 December 2023
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Operators commencing employment with little or no experience in the operation of forest harvesting equipment	General Timber Stream – Level 1	\$ 32.40
Operators with no less than 3 months experience in the operation of forest harvesting equipment	General Timber Stream – Level 5	\$36.45
Operators with such experience in the operation of forest harvesting equipment such as they may be regarded as a Leading Hand operator by the Company	General Timber Stream – Level 5 with the addition of the Leading Hand allowance	\$39.04

Duties

- (c) The Company will endeavour to ensure adequate work is available and allocated to employees.
- (d) Due to the nature of the work the Company engages in, it cannot guarantee that work consistent with an employee’s classification and contracted duties will be available at all times.
- (e) In the instance that forest harvesting work is not available because of circumstances beyond the control of the Company, the Company may exercise its discretion to pay employees at their Rolled Up Rate of pay, to perform other duties.

For example: an employee may be required to perform “shed work” if forest harvesting work is not available. In that instance, the employee will be paid their minimum weekly payment to work their contracted hours.

- (f) When an employee performs work in a higher role, the higher rate will apply for the time they commence the higher duties to the time they finish those duties, less time taken for unpaid breaks.

Worker employment obligations

- (g) Operators must comply with the directions given by the Company and its representatives as they relate to:
 - (i) The Company’s policies and procedures; and
 - (ii) Legislation and regulations applying to the operation of forest harvesting equipment.

18 Drugs and Alcohol

- (a) Employees must inform their supervisor, as soon as possible and preferably no less than 12 hours before the start of their shift, if they are under the influence of drugs (prescribed or non-prescribed), alcohol or any other substance that may affect their ability to work in accordance with the law and WHS requirements.

- (b) An employee's employment may be terminated on the grounds of serious misconduct, resulting in no notice being given or paid, if the employee is found to:
 - (i) have or have had a blood alcohol level above zero (0.00) whilst on duty;
 - (ii) be or to have been drinking alcoholic beverages whilst on duty, during meal breaks, whilst in Company vehicles, or without authorisation whilst on Company premises;
 - (iii) be or have been under the influence of illegal or undeclared prescribed drugs whilst on duty, during meal breaks, whilst in Company vehicles, or on Company premises; or
 - (iv) have breached a customer's drug and alcohol safety policy.

19 Work Health and Safety and Asset Protection

- (a) The parties to this Agreement are committed to providing a safe and healthy workplace and work practices.
- (b) The parties recognise that physical and psychological illness or injury at the workplace is disruptive and costly to the Company and the employees.
- (c) Employees must perform their duties in a safe manner at all times, in compliance with their legal obligations under the *Work Health and Safety Act 2011* (Qld) and its regulations, exercising appropriate attention to health and safety of:
 - (i) Themselves;
 - (ii) Other workers;
 - (iii) Customers and their workers;
 - (iv) The public.
- (d) Employees agree to:
 - (i) Operate the Company's forest harvesting equipment responsibly and safely;
 - (ii) Fit in with the Company's operational requirements;
 - (iii) Comply with the standards of the Company and the Company's customers;
 - (iv) Do their best to develop the business of the Company and not damage it;
 - (v) Always use, and use competently the protective clothing and equipment provided by the Company, in accordance with the operating recommendations of the manufacturer;
 - (vi) Maintain the work place, Company equipment, vehicles and property in clean and safe condition.
- (e) Employees may be required and if so, must attend meetings called by the Company or health and safety representatives to discuss workplace health and safety matters and undertake training.

20 Stand Down

- (a) In the event that the Company is unable to provide the employee with work as a consequence of mill closures, bad weather, machinery break down, or any other factor affecting the Company's ability to provide work, which is outside the Company's control and lasting more than the part of a day, the Company will be entitled to stand down employees without pay until such time as the matter giving rise to the need for the stand down has been remedied.
- (b) During a period of stand down employees may access annual leave. Employees must provide written direction to the Company when they wish to use their annual leave during a period of stand down.
- (c) The Company will provide up to 50 hours of paid leave each year, starting on 1 July of each year, to compensate employees for stand downs occurring because of bad weather or temporary mill closures (**Shut Down Pay**).
- (d) Shut Down Pay:
 - (i) is available in full at the start of each 12 month period of the employee's employment; and
 - (ii) does not accumulate from year to year; and
 - (iii) is available in full to full-time and part-time employees.
- (e) Employees must provide written direction to the Company when they wish to use their Shut Down Pay entitlement during a period of shut down.

21 Remuneration

- (a) This is a Rolled Up Rate agreement. Accordingly, employees will be paid an above award rate that incorporates:
 - (i) Allowances, other than those specified in this Agreement as being payable;
 - (ii) Penalty rates;
 - (iii) Overtime; and
 - (iv) Loadings.
- (b) Any allowance, penalty or wage increase will be absorbed where an employee is paid above the minimum rates set out in this agreement.
- (c) No additional loading, allowance, penalty rates or benefits will be paid other than as provided in this Agreement.
- (d) Employee remuneration will be reviewed each financial year to ensure the employees remain better off than if they were paid award rates, and if necessary, additional amounts owed will be paid after the completion of such audits.
- (e) The Company will pay the wage rate increase by whichever is the greater amount of 2.5% or the percentage by which the National Minimum Wage is increased, commencing 1 July each year.

- (f) Employees will also receive statutory superannuation contributions at the rate prescribed under the *Superannuation Guarantee (Administration) Act 1992* (Cth).
- (g) Remuneration will be paid fortnightly by direct deposit to a nominated account as specified by the employee.
- (h) Any alternative method for paying wages shall be at the Company's discretion.
- (i) Each employee must provide their bank account information to the Company in a timely manner, to enable the Company to process the wages.
- (j) In the event that an employee does not provide accurate or timely banking information, the Company will not be responsible for any delays in the processing of wages into the employee's account or misdirection of funds caused by the employee's error.

22 Superannuation

- (a) The subject of superannuation is dealt with extensively by legislation including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth). This legislation, as varied from time to time, governs the superannuation rights and obligations of the Parties unless otherwise specified.
- (b) All employees shall have the right to choose superannuation funds.
- (c) The Company will pay into the employee's nominated superannuation account, the amount and in the way required by law at the relevant time, paid on all ordinary hours worked by the employee.
- (d) An employee may instruct the company to make additional payments into the employee's superannuation fund on the employee's behalf, paid from the employee's gross wage in each pay period. Instructions and subsequent variations to those instructions must be provided to the Company in writing.

23 Uniforms

- (a) Workers are entitled to 5 work shirts a year or on an as needed basis.
- (b) The Company will pay on request, up to once a year, an amount not exceeding \$200 to assist with the purchase of Australian Standard lace up with zip safe work boots (**Work Boot Payment**).
- (c) Employees will be entitled to claim the Work Boot Payment after completing 12 months of employment with the Company.
- (d) If an employee selects a safe work boot priced at less than \$200, they will not be entitled to receive payment of the difference between the price of the safe work boot and the \$200 maximum payment.
- (e) The Work Boot Payment will be provided by the Company issuing a purchase order to a local work wear supplier for the amount of \$200 for the purchase of a pair of safe work boots.
- (f) If an employee chooses to purchase an Australian Standard work boot priced over \$200, they are required to pay the difference between the \$200 and the price of the boots.

- (g) If an employee resigns from their your employment within 3 months of receiving the Work Boot Payment, they will be required to reimburse the amount the Company paid for the safe work boots.

24 Time and Wages Records

- (a) All employees covered by this Agreement must enter their start and finishing times for all work performed, including recording all meal breaks taken during the day) in time sheets provided by the Company.
- (b) The Company will not responsible for any losses caused by an employee failing to record or inaccurately recording their work hours.
- (c) Where an employee has incorrectly or insufficiently recorded their working hours and breaks, they will be required to provide evidence to support a later claim for additional payment.

25 Public Holidays

- (a) Employees are entitled to be paid at their Rolled Up Rate for 7.6 hours for public holidays they are not required to work.
- (b) All work done by permanent employees on a gazetted public holiday will be paid at the employee's contracted Rolled Up Rate for the time worked and an additional 7.6 hours paid at the employee's contracted Rolled Up Rate.
- (c) If an employee works a night shift directly before the start of a public holiday, where the workplace will not operate on the public holiday, resulting in the employee not working 7.6 or more hours in their shift, they will be paid at their ordinary hourly rate for 7.6 hours for the hours actually worked and then paid in accordance with sub clause 27(a) for the public holiday..
- (d) The Employer and employee may agree to substitute another day for a day that would otherwise be a public holiday under the NES.
- (e) The Employer and employee may agree to substitute another day for a day that would otherwise be a public holiday under the NES.
- (f) When a gazetted public holiday falls upon a day when a full time employee, who does not regularly work a 5 day Monday to Friday week, would not be working in any event, the employee will receive:
 - (i) a day's paid leave to be taken on another day or added to annual leave (to be mutually agreed between the employer and the employee); or
 - (ii) an additional day's wage.

26 Leave

26.1 Annual leave

- (a) Full Time Employees are entitled to 4 weeks annual leave for each 12 months continuous service with the Employer, to be paid at the ordinary hourly rates of pay.
- (b) Part Time Employees are entitled to annual leave for each 12 months continuous service with the Employer, calculated on a pro-rata basis and paid at the ordinary hourly rates of pay.

- (c) Annual leave will accrue progressively throughout the year on a time worked basis for Full Time Employees and Part Time Employees from the date of commencement of permanent employment. Accrued pro-rata annual leave may be taken by such employees with the Employer's approval.
- (d) Annual leave loading will be paid in addition to the employee's rate during periods of annual leave or when termination payments are made.
- (e) An employee may be directed to take annual leave if the employee has an excessive accumulated annual leave balance.
- (f) The Employer may direct an employee to take all or part of their accrued annual leave during down times (eg Christmas period, Easter period and other slow periods), by giving the employee at least 2 weeks' notice in writing.
- (g) Annual leave may be taken in advance where there is written agreement between the Employer and an employee.
- (h) Employees are required to give 2 weeks written notice to their manager of their intention to take annual leave.
- (i) Accrued and entitled annual leave will be reconciled and paid out upon termination after any payments in advance to an employee have been deducted.
- (j) Casual Employees will not accrue or be entitled to annual leave.
- (k) Subject to a separate written agreement between the Employer and an employee, an employee may elect to cash out up to 10 days of annual leave in any 12 month period provided the employee retains a minimum balance of 20 days leave.

26.2 Personal/carer's leave

- (a) Employees, other than Casual Employees, are entitled to paid personal/carer's leave.
- (b) Full Time Employees are entitled to 10 days paid personal/carer's leave for each 12 months continuous service with the Employer, to be paid at the ordinary hourly rates of pay.
- (c) Part Time Employees are entitled to paid personal/carer's leave for each 12 months continuous service with the Employer, calculated on a pro-rata basis and paid at the ordinary hourly rates of pay.
- (d) Paid personal/carer's leave will accrue progressively throughout the year on a time worked basis for Full Time Employees and Part Time Employees from the date of commencement of permanent employment.
- (e) Un-used personal/carer's leave will accrue from year to year.
- (f) Personal/carer's leave can be accessed:
 - (i) by an employee who is sick and unable to work; and
 - (ii) by an employee to care for or support a member of the employee's immediate family or household who is unexpectedly sick or infirm and needs care or support.
- (g) Employees must provide a reasonable form of evidence when two or more consecutive days of personal/carer's leave are required or where taken either side of a public holiday or weekend. A medical certificate is the preferred form of evidence.

- (h) Un-used paid personal/carer's leave will not be paid out upon termination.
- (i) All employees are entitled to 2 days of unpaid carer's leave for each occasion when a member of the employee's immediate family, or a member of the employee's household, requires care or support because of:
 - (i) a personal illness, or personal injury, affecting the member; or
 - (ii) an unexpected emergency affecting the member.
- (j) An employee cannot take unpaid carer's leave during a particular period if the employee could instead take paid personal/carer's leave.
- (k) To ensure the smooth conduct of the Company's business, employees must make all reasonable efforts to advise their manager of the employee's absence as soon as reasonably practicable, prior to their rostered start time. If it is not reasonably practicable to advise the manager before the absences commences, the employee must notify the manager by telephone at the first opportunity on the day of the absence.
- (l) When an employee's notifies their manager of the need to take personal leave, they must also notify the manager of the anticipated length of their absence.
- (m) The Company may require an employee taking personal leave to provide a medical certificate to support the employee's absence. If a medical certificate cannot be provided, the employee may provide a statutory declaration explaining the reason and length of their absence.
- (n) If an employee's absence extends beyond the time they initially advised the manager they would be absent for, they must contact their manager and advise of the revised date for their return to work, as soon as they can after they became aware of the change in circumstances.

26.3 Compassionate leave

- (a) An employee, other than a Casual Employee, is entitled to 2 days paid compassionate leave when a member of the employee's immediate family or household:
 - (i) contracts, develops or sustains a personal illness or injury that poses a serious threat to his or her life; or
 - (ii) dies.
- (b) Compassionate leave may be extended under special circumstances, including where domestic or international travel is required. Each case will be assessed individually and will be at the discretion of the Employer.
- (c) Casual Employees are entitled to unpaid compassionate leave in accordance with the National Employment Standards.

26.4 Domestic and Family Violence leave

- (a) All employees experiencing family and domestic violence can access 10 days of paid family and domestic violence leave each year. This includes full-time, part-time and casual employees.
- (b) Paid family and domestic violence leave does not accrue and is not pro-rata for part time and casual employees.

- (c) An employee is entitled to take paid family and domestic violence leave if:
 - (i) the employee is experiencing family and domestic violence; and
 - (ii) the employee needs to do something to deal with the impact of the family and domestic violence; and
 - (iii) it is impractical for the employee to do that thing outside the employee's work hours.
- (d) Notice or evidence will be required to support a period of paid family and domestic violence leave. Notice or evidence provided by or for the employee taking leave is treated confidentially, as far as it is reasonably practicable to do so and will not be used for a purpose other than satisfying the employer of the employee's entitlement to leave.
- (e) If an employee takes a period of paid family and domestic violence leave, the employer must pay the employee, in relation to the period:
 - (i) for an employee other than a casual employee, at the employee's full rate of pay, worked out as if the employee had not taken the period of leave; or
 - (ii) for a casual employee, at the employee's full rate of pay, worked out as if the employee had worked the hours in the period for which the employee was rostered.
- (f) A casual employee is taken to have been rostered to work hours in a period if the employee has accepted an offer by the employer of work for those hours.

26.5 Parental leave

Employee entitlements to parental leave are governed by Div 5 of Pt 2-2 of the *Fair Work Act 2009* (Cth) and the *Paid Parental Leave Act 2010* (Cth). A summary of these entitlements will be made available to employees by the Employer on request.

26.6 Long service leave

- (a) Employees entitlements to long service leave are governed by the relevant provisions of the long service leave legislation in the relevant state.
- (b) The long service leave legislation that applies to employees working in Queensland is the *Industrial Relations Act 2016* (Qld).
- (c) Employees must give the Company no less than three month's written notice of their intention to take long service leave.
- (d) Long service leave may be taken in its entirety after the date the employee accrues the right to use the leave; or the leave may be taken in part.
- (e) A minimum of 5 days long service leave is to be taken at any one application.

27 Meal breaks

- (a) Employees are entitled to one unpaid meal break of 30 minutes when an employee works 6 hours or more in a shift.
- (b) Meal breaks will be taken at a time that allows for smooth workflow and employee safety, or as otherwise required by the employer, provided that no employee shall be required to commence a meal break later than 5 hours after commencing work.

- (c) Where reasonable and practical, unpaid meal breaks must be taken at a time to coincide with any requirement to take a break under fatigue management rules and regulations, or as otherwise required by the employer.
- (d) Employees are responsible to ensure they take their meal breaks at the appropriate time and that they comply with fatigue management rules and regulations.
- (e) Meal breaks will not be counted as time worked.

28 Rest breaks

- (a) All employees are entitled to a 20 minute paid rest break for every 4.5 hours worked.
- (b) Unpaid time taken for meal breaks is not to be included when counting time for rest breaks.
- (c) Rest breaks are to be taken at such time and in such manner as to not interfere with continuity of the Company's operations, but at all times complying with legislative requirements for rest periods.
- (d) Where reasonable and practical, paid rest breaks must be taken at a time to coincide with any requirement to take a break under fatigue management rules and regulations, or as otherwise required by the employer.
- (e) Employees are responsible to ensure they take their rest breaks at the appropriate time and that they comply with fatigue management rules and regulations.
- (f) An employee required to work 9.6 consecutive hours or more, excluding unpaid meal breaks, will be allowed to take a paid rest break of 20 minutes at the end of 7.6 hours.
- (g) Rest breaks will be paid for at the applicable ordinary hourly rate.

29 Rosters and time records

- (a) The Employer will prepare and communicate a roster in a timely manner. Due to daily operational requirements this roster may be varied.
- (b) Employees must follow the roster referred to in clause 29(a).
- (c) All employees covered by this Agreement must complete timesheets as considered at clause 24 of this Agreement.

30 Flexibility term

30.1 An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

- (a) the agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;

- (v) annual leave loading; and
 - (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - (c) the arrangement is genuinely agreed to by the employer and employee.
- 30.2** The employer must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the Fair Work Act 2009; and
 - (b) are not unlawful terms under section 194 of the Fair Work Act 2009; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- 30.3** The employer must ensure that the individual flexibility arrangement:
- (a) is in writing; and
 - (b) includes the name of the employer and employee; and
 - (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (d) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (e) states the day on which the arrangement commences.
- 30.4** The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 30.5** The employer or 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 employer and employee agree in writing — at any time.

31 Confidential information

- (a) Employees may become aware of information relating to the business or affairs of the Employer or its Related Bodies Corporate, including their client lists and information, supplier lists and information, sales and marketing information, and financial information between the Employer and any Related Bodies Corporate or clients (**Confidential Information**).
- (b) The Confidential Information remains the sole property of the Employer or its Related Bodies Corporate.

- (c) Employees must not, either during (except in the proper course of their duties) or after the termination of their employment, without the prior written consent of the Employer, directly or indirectly, divulge, use or otherwise disclose to any person, any Confidential Information, either for an employee's own or for another's benefit.

32 Termination

- (a) An employee's employment may be terminated by either the employee or the Employer giving the other Party the following amount of notice, or a payment equivalent to the employee's Base Wage for the relevant period in lieu of notice:

Period of continuous service	Notice
Less than 1 year	At least 1 week
1 year and less than 3 years	At least 2 weeks
3 years and less than 5 years	At least 3 weeks
5 years and over	At least 4 weeks

- (b) Entitlement to notice or pay in lieu of notice will be increased by one week if the employee is over 45 years of age and has been employed by the Employer for a continuous period of at least 2 years.
- (c) The Company may decide to pay an employee in lieu of the requirement to work for the full or part of the Notice Period.
- (d) Calculation of payment in lieu of requiring an employee to work their notice period is calculated strictly on their Rolled Up Rate of the pay for their contracted ordinary hours.
- (e) Notwithstanding anything in this clause 31, the Employer may terminate an employee's employment without notice (or payments in lieu of notice) for conduct justifying summary dismissal including:
 - (i) misconduct or neglect;
 - (ii) theft;
 - (iii) fraud;
 - (iv) sexual harassment;
 - (v) refusal to work as directed, unless unsafe;
 - (vi) unacceptable, abusive, unsafe or offensive behaviour;
 - (vii) harassment of a fellow workplace participant;
 - (viii) bringing the business of customers and clients into disrepute;
 - (ix) the trafficking, possession of, or under the influence of, illegal drugs whilst on company premises; and

- (x) the consumption of or being under the influence of alcohol while on duty, except where reasonably associated with work duties or work social activities.
- (f) Notwithstanding anything in this clause 31, employment of Casual Employees may be terminated by either the employee or the Employer with immediate effect.

33 Redundancy

33.1 Application

- (a) Subject to clause 33.1(b), the enhanced redundancy provisions set out in this clause apply the date this Agreement is lodged.
- (b) This clause 33 does not apply to:
 - (i) Casual Employees;
 - (ii) employees who are engaged on a temporary basis or who are on probation;
 - (iii) employees who leave employment due to retirement;
 - (iv) employees whose employment is terminated for any reason other than redundancy;
 - (v) employees engaged for a specific period of time or task (including fixed term employees or employees engaged until the completion of a defined project);
 - (vi) employees who leave of their own accord for any reason whatsoever prior to the Employer's nominated termination date;
 - (vii) anyone employed after the date of the announcement that redundancy is to occur;
 - (viii) employees with less than one year of employment with the Employer;
 - (ix) situations where the business or part of the business of the Employer is sold or transmitted, and a new employer offers the employee terms and conditions which are similar or no less favourable than those in this Agreement irrespective of whether or not the employee accepts the offer; and
 - (x) without limiting the generality of clause 33.1(b)(ix), situations where the employee procures an offer of comparable or alternative employment, irrespective of whether or not the employee accepts the offer. For the avoidance of any doubt, comparable alternative employment includes, but is not limited to, employment on terms and conditions which are no less favourable (or not significantly less favourable) in aggregate than the existing terms of employment

33.2 Notice

- (a) The notice periods set out in clause 32(a) apply.
- (b) Notice may be worked out or paid out in lieu.

33.3 Redundancy payment

- (a) In addition to the period of notice prescribed by this Agreement, where an employee's employment is terminated on the grounds of redundancy, the employee will be entitled to redundancy pay in accordance with the terms of the NES.

- (b) In this clause 33.3, **Weeks Pay** means the employee's weekly pay for their ordinary hours as at the date of termination.

34 Consultation

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

Major change

- 34.2** For a major change referred to in paragraph 34.1(a):
- (a) the employer must notify the relevant employees of the decision to introduce the major change; and
 - (b) sub clauses 34.3 to 34.9 apply.
- 34.3** The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 34.4** If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;
- the employer must recognise the representative.
- 34.5** As soon as practicable after making its decision, the employer must:
- (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
 - (b) for the purposes of the discussion—provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.

- 34.6** However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 34.7** The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 34.8** If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
- 34.9** In this term, a major change is likely to have a significant effect on employees if it results in:
- (a) the termination of the employment of employees; or
 - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain employees; or
 - (f) the need to relocate employees to another workplace; or
 - (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- 34.10** For a change referred to in paragraph 34.10(b):
- (a) the employer must notify the relevant employees of the proposed change; and
 - (b) subclauses (11) to (15) apply.
- 34.11** The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 34.12** If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;
- the employer must recognise the representative.
- 34.13** As soon as practicable after proposing to introduce the change, the employer must:
- (a) discuss with the relevant employees the introduction of the change; and
 - (b) for the purposes of the discussion—provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and

- (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
- (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

34.14 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

34.15 The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.

34.16 In this term **relevant employees** means the employees who may be affected by a change referred to in subclause (1).

35 Dispute resolution

35.1 Application

The procedure in this clause 35 applies to any dispute arising between an employee and the Employer about any matters:

- (a) a matter arising under the agreement; or
- (b) the National Employment Standards.

35.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.

35.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.

35.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.

35.5 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, the Fair Work Commission may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.

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

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

- 35.6** 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.
- 35.7** The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.

Schedule 1 EMPLOYEES COVERED BY THIS AGREEMENT

Forest Harvesting Machine Operator – Trainee;

Forest Harvesting Machine Operator;

Forest Harvesting Machine Operator – Leading Hand.

SIGNATORIES TO AGREEMENT

Signed for and on behalf of the Employer, MBM Harvesting Solutions Pty Ltd:

Authorised signatory: Name: Jana Costello
Address: Suite 1, Level
9 Gardner close, Milton
Position: OHS Manager
Signature: [Signature]
Date: 31/01/24

In the presence of: Witness Name: ANGELA M. GUISAN
Address: SUITE 1, LEVEL 1
9 GARDNER CLOSE, MILTON
Position: CFO.
Signature: [Signature]
Date: 31/01/24

Signed as an authorised representative of the Employees of MBM Harvesting Solutions Pty Ltd covered by the Agreement:

Authorised signatory: Name: BRANDON SAUER
Address: 9 GARDNER CLOSE
MILTON.
Position: MBM Leading Hand
Signature: [Signature]
Date: 31/01/24

In the presence of: Witness Name: Stacey Molloy

Address: Suite 1, Level

9 Gardner close, Milton

Position: Operator

Signature: SM

Date: 31/01/24