

## **Barrett Burston Malting Company Pty Ltd (Pinkenba) Enterprise Agreement 2023-2026.**

### **Part 1—Application and General Operation of the Agreement**

#### **1. Title**

This Agreement is the Barrett Burston Malting Company Pty Ltd (Pinkenba) Enterprise Agreement 2023 - 2026.

#### **2. Arrangement**

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### **3. Coverage and Application of this Agreement**

- 3.1 This agreement shall cover and when in operation apply to the employment of all persons employed by Barrett Burston Malting Co. Pty. Ltd. at its Pinkenba malthouse who are employed in the manufacture, storage, handling and distribution of malt, and the maintenance of the malthouse.

### **4. Date of Operation**

- 4.1 This agreement will operate from 7 days after approval by the Fair Work Commission and have a nominal expiry date of 30th September 2026.

### **5. Application to other Industrial instruments**

- 5.1 This consolidated agreement replaces any awards or agreements that may have applied to employees covered by this agreement.
- 5.2 Provided that if any base rate payable to an employee under this agreement falls below the base rate payable for the employee's corresponding classification under the relevant Modern Award or relevant Minimum Wage Order, the employee must be paid at a base rate no less than that applicable under the Award or Order.

### **6. Relationship between the National Employment Standards and this Agreement**

- 6.1 The National Employment Standards ("NES") is a set of minimum employment entitlements prescribed within the relevant federal legislation.
- 6.2 The NES applies to employees covered by this Agreement.
- 6.3 This Agreement is to be read and interpreted in conjunction with the NES. Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.
- 6.4 No employee is to suffer a reduction in any of their terms and conditions of employment as a result of this agreement coming into operation.

### **7. Model flexibility term**

- 7.1 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) 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.
- 7.2 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.
- 7.3 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.
- 7.4 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 7.5 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.

**8. No Extra Claims**

The parties agree that for the life of this Agreement, no extra claims will be made for further wage and salary increases and no alterations in conditions of employment will be made.

## **Part 2—Consultation and Dispute Resolution**

### **9. Consultation (Model Consultation clause)**

9.1 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*

9.2 For a major change referred to in paragraph 9.1(a):

- (a) the employer must notify the relevant employees of the decision to introduce the major change; and
- (b) subclauses 9.3 to 9.9 apply.

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

9.4 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.

9.5 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.
- 9.6 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 9.7 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 9.8 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 9.2(a) and subclauses 9.3 and 9.5 are taken not to apply.
- 9.9 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*
- 9.10 For a change referred to in paragraph 9.1(b):
  - (a) the employer must notify the relevant employees of the proposed change; and
  - (b) subclauses 9.11 to 9.15 apply.
- 9.11 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 9.12 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.

- 9.13 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
    - (iv) 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).
- 9.14 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 9.15 The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- 9.16 In this term:
- relevant employees* means the employees who may be affected by a change referred to in subclause 9.1.

## 10. **Dispute resolution**

Any grievances or disputes between an employee or any number of employees and Barrett Burston Malting about matters arising under this Agreement or the National Employment Standards are to be dealt with in accordance with the procedure set out in this clause.

- (a) Any Barrett Burston Malting employee with a grievance or dispute shall, in the first instance, attempt to resolve the matter with the immediate manager/supervisor. The manager/ supervisor shall respond to the employee's grievance or dispute as soon as reasonably practicable in the circumstances.
- (b) If the employee's grievance or dispute is not resolved by the manager/supervisor, the employee or the onsite employee's representative may refer the matter to the next higher level of management for discussion. Wherever possible, the management and the employee (or the employee's representative) shall discuss the grievance or dispute within 24 hours of receiving a request.



- (c) If the employee's grievance or dispute is still unresolved, the employee may seek the assistance of a representative (union, employment advocate or other representative) to represent the employee. The employee's representative and the senior management shall discuss the grievance or dispute as soon as reasonably practicable. The employee may report the grievance or dispute to the senior management directly and shall enter into discussions with senior management as soon as reasonably practicable.
- (d) If after discussions with the senior management, the grievance or dispute is still unresolved, either party (or the party's representative) may notify the Fair Work Commission.
- (e) The Fair Work Commission may deal with the dispute in 2 stages:
  - (i) 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
  - (ii) If the Fair Work Commission is unable to resolve the dispute at the first stage, Fair Work Commission may then arbitrate the dispute and make a determination that is binding on the parties.
- (f) Whilst this dispute resolution procedure is being followed, normal work shall continue and the status quo existing before the emergence of the grievance or dispute shall continue, except in the case of a genuine safety issue.

## **Part 3—Types of Employment, Engagement and Termination of Employment**

### **11. Employer and Employee Duties**

- 11.1 The company may direct an employee to carry out such duties as are within the limits of the employee's skills, competence and training consistent with the classification structure provided that such duties are not designed to promote de- skilling.
- 11.2 The company may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.
- 11.3 Any direction issued by the company under this clause is to be consistent with the employer's responsibilities to provide a safe and healthy working environment.

### **12. Probationary Employment**

- 12.1 The company may initially engage a full-time, part-time or irregular part time employee for a (6) six-month period of probationary employment for the purpose of determining the employee's suitability for ongoing employment.
- 12.2 A probationary employee is for all purposes of the Agreement a full -time, part-time or irregular part time employee.
- 12.3 Probationary employment forms part of an employee's period of continuous service for all purposes of the Agreement, except where otherwise specified in this Agreement.

### **13. Full-Time Employment**

- 13.1 Any employee not specifically engaged as being a part-time, irregular part time, casual, fixed term/fixed task employee is for all purposes of this Agreement a full-time employee, unless otherwise specified in this Agreement.

### **14. Part-Time Employment**

- 14.1 The employee may be engaged to work on a part-time basis involving a regular pattern of hours which shall average less than 38 hours per week.
- 14.2 A part-time employee must be engaged for a minimum of three consecutive hours a shift.
- 14.3 In order to meet his or her personal circumstances a part -time employee may request and the company may agree to an engagement for less than the minimum of three

hours. Any dispute about a refusal to such a request is to be dealt with as far as practicable with expedition through the dispute settlement procedure.

- 14.4 Before commencing part-time employment, the employee and the company must agree upon the hours to be worked by the employee, the days upon which they will be worked and the commencing and finishing times for the work;
- 14.5 The terms of this Agreement shall apply pro rata to part-time employees on the basis that ordinary weekly hours for full-time employees are 38.
- 14.6 Overtime - A part-time employee who is required by the company to work in excess of their ordinary hours per work, shall be paid overtime in accordance with clause 37- Overtime of this Agreement.
- 14.7 Public Holidays - Where the part-time employee's normal paid hours fall on a gazetted public holiday and work is not performed by the employee, such employee shall not lose pay for the day. Where the part-time employee's normal paid hours do not include a gazetted public holiday, the part time employee shall not be entitled to payment for that day. Where the employee works on the holiday, such employee shall be paid in accordance with clause 30 - Public Holidays Rates of this Agreement.

## 15. **Irregular Part Time employment**

- 15.1 The company may, from time to time, specifically employ a person as an Irregular Part Time Employee. If an Employee is specifically appointed as an Irregular Part Time Employee, the provisions of clause 14 apply subject to the following:
  - (a) The hours of work of the irregular part time employee will be as rostered by the company from time to time;
  - (b) The company will specify a minimum number of hours to be offered to the employee over a period;
- 15.2 The proposed roster for the minimum number of hours will be provided to the employee with as much notice as practicable with a minimum notice of 3 days prior to the commencement of the roster period.
- 15.3 The company will reasonably consider any request of the employee to vary the roster prior to its commencement.
- 15.4 The company may offer additional hours to the employee from time to time.
- 15.5 The employee has a right to refuse any additional hours offered without suffering detriment.
- 15.6 The company may, in consultation with the employee, specify or vary the minimum number of hours to be worked over a specified period by the employee.
- 15.7 In the case of a full time or permanent part time position arising any irregular part time employees shall be invited to apply.

15.8 An irregular part-time employee must be engaged for a minimum of three consecutive hours a shift.

## 16. **Casual Employment**

16.1 Casual employees shall be paid a 25% casual loading on their classification's wage rate. The casual loading applies for all purposes.

16.2 On each occasion a casual employee is required to attend work the employee is entitled to payment for a minimum of four (4) hours' work.

16.3 In order to meet his or her personal circumstances a casual employee may request and the company may agree to an engagement for less than the minimum of (4) four hours. Any dispute about a refusal to such a request is to be dealt with as far as practicable with expedition through the dispute settlement procedure.

16.4 A casual employee may have their employment terminated by the company on one hours' notice.

## 17. **Temporary / Fixed Term Employment**

17.1 An employee may be engaged on a full time or part time basis for a specific period of time as a temporary employee.

17.2 The details of the specific period of time shall be set out in writing and retained by the company. The company shall provide a copy to the employee.

17.3 An employee engaged for a specific period of time is for all purposes of the Agreement a full-time or part-time employee, except where otherwise specified in this Agreement.

17.4 Service under a contract of employment for a specific period of time shall form part of an employee's period of continuous service, where such employee is engaged as a full-time or part-time employee immediately following such contract of employment.

## 18. **Termination of employment - Notice of Termination by Employer**

The notice of termination required to be given by the company shall be worked out as follows:

(a) first, work out the period using the following table:

<b>Employee's period of continuous service with the company at the end of the day the notice is given</b>		<b>Period</b>
1	Not more than 1 year	1 week
2	More than 1 year but not more than 3 years	2 weeks

3	More than 3 years but not more than 5 years	3 weeks
4	More than 5 years	4 weeks

- (b) Then increase the period by 1 week if the employee is over 45 years old and has completed at least 2 years of continuous service with the company at the end of the day the notice is given.

## 19. **Notice of Termination by Employee**

- 19.1 The notice of termination required to be given by an employee shall be two weeks.
- 19.2 If an employee fails to give the notice set out in clause 19.1 then the company has the right to withhold monies due to the employee to a maximum amount equal to the amount the employee would have received under clause 19.1.

## 20. **Summary Dismissal**

- 20.1 The company has the right to dismiss any employee without notice for serious misconduct and in such cases any entitlements under this Agreement are to be paid up to the time of dismissal only.

## 21. **Transmission of Business**

- 21.1 Where a business is transmitted from one employer to another, the period of continuous service that the employee had with the transmitter or any prior transmitter is deemed to be service with the transferee and taken into account when calculating notice of termination. However, an employee shall not be entitled to notice of termination or payment in lieu of notice for any period of continuous service in respect of which notice has already been given or paid for.

## 22. **Redundancy**

- 22.1 Redundancy pay is provided for in the NES.

### 22.2 ***Time off During Notice Period***

- (a) Where a decision has been made to terminate an employee for reason of redundancy, the employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the company, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.

## 23. **Absence from duty**

- 23.1 Unless a provision of this Agreement or the National Employment Standards states otherwise, an employee not attending for duty will lose their pay for the actual time of such non-attendance.

## 24. **Stand Down of Employees**

- 24.1 The company may stand down an employee without pay during a period where the employee cannot usefully be employed because of:
- (a) industrial action (other than industrial action organised or engaged in by Barrett Burston Malting); or
  - (b) a breakdown of machinery or equipment, if Barrett Burston Malting cannot reasonably be held responsible for the breakdown; or
  - (c) a stoppage of work for any cause for which Barrett Burston Malting cannot reasonably be held responsible.
- 24.2 The company will not stand down any employee without pay for reasons other than stated above.
- 24.3 Prior to proposing that any employees are stood down, the company must endeavour to provide them with acceptable alternative work.
- 24.4 Where employees cannot be usefully employed the company must consider acceptable alternatives to stand downs such as agreed roster changes, or providing employees with the option of taking paid leave.

## 25. **Abandonment of employment**

- 25.1 The absence of an employee from work for a continuous period exceeding three working days without the consent of the company and without notification to the company shall be prima facie evidence that the employee has abandoned their employment.
- (a) Provided that if within a period of 14 days from their last attendance at work or the date of their last absence in respect of which notification has been given or consent has been granted an employee has not established to the satisfaction of the company that they were absent for reasonable cause, they shall be deemed to have abandoned their employment.
  - (b) Termination of employment by abandonment in accordance with this subclause shall operate as from the date of the last attendance at work or the last day's absence in respect of which consent was granted, or the date of the last absence in respect of which notification was given to the company, whichever is the later.

## **Part 4—Wages and Related Matters**

### **26. Job Classification Structure**

- 26.1 The job classification structure will apply to all employees covered by this agreement. The following process and principles must be applied to the classification structure:
- 26.2 New employees will be given 6 months (probationary period) to meet the competencies of their Level that they were employed at. An annual review will be held for every employee in the later part of the year to monitor performance and to assess progression to higher Levels.
- 26.3 An employee at each Level (with the exception of level 1) is expected to perform the tasks described as well as being able to work above and beyond the skills of an employee at the Level below, to the level within their skills, competence and training.
- 26.4 Training will be provided by the Company. Restrictions will not be placed on employees who do not hold Certificates provided that employees attend training when this is provided.
- 26.5 All Level 1 core competencies are entry level requirements.
- 26.6 Progression beyond Level 2 is by appointment only.
- 26.7 Progression beyond Level 3 is by appointment however may not be hindered by lack of Trade Qualification or Certificate.
- 26.8 Staff Assessment will be completed by the Plant Coordinator/Plant Manager each (12) twelve months.
- 26.9 Core competencies must be completed at each Level.
- 26.10 Optional Competencies for temporary and fixed term staff are to be determined by the business needs in consultation with the employee.
- 26.11 Optional Competencies for casuals are to be determined by the business needs.
- 26.12 Appendix 3 of this Agreement sets out the classifications in detail.

### **27. Rate of Pay**

- 27.1 Wage rates for the first full pay period following the commencement of the agreement are set out in Appendix 1 of this agreement. The parties agree that wage increases during the life of this Agreement are to be the percentage increase outlined in Appendix 1.
- 27.2 Except where another rate is specified, the rates of pay outlined in Appendix 1 will apply for all hours worked including overtime.

27.3 These wage rates are inclusive of any allowances or service grants payable, unless such allowances or grants are specified separately in this Agreement.

## 28. **Payment of Wages**

28.1 Each employee shall be paid by the fortnight.

28.2 Wages shall be paid by bank transfer.

## 29. **Allowances**

29.1 Allowances are provided for in Appendix 2.

29.2 An employee is entitled to the first aid allowance if the employee is:

- (a) the current holder of appropriate first aid qualifications such as a certificate from the St John Ambulance or similar body; and
- (b) appointed by the Company to perform first aid duty.

29.3 An employee is entitled to the meal allowance in accordance with clause 34.1(c).

29.4 An employee is entitled to the authorised officer allowance on successful completion of the relevant authorised officer qualification. Continued entitlement to the authorised officer allowance is dependant on maintaining such qualification.

## 30. **Public Holiday Rates**

30.1 Employees shall be paid at 150% of the ordinary hourly rate for all work done on a public holiday with a minimum of four (4) hours in addition to the payment they would have received for the public holiday had they not worked. However, by agreement an alternative day may be taken in lieu of the public holiday.

30.2 All time worked by an employee in excess of seven hours thirty six minutes (7.6 hours) on a public holiday will be paid at 2.0 times the relevant hourly rate.

30.3 Employees shall be paid at 300% of the ordinary hourly rate for all work done on a public holiday that falls on a Sunday.

## 31. **Superannuation**

31.1 **"Ordinary Time Earnings"**. In this clause the term "Ordinary Time Earnings" shall include the ordinary time rate and shift work premiums, excluding overtime and allowances.

31.2 The Company will pay the equivalent of the legislative Superannuation Guarantee Levy requirements or 12 percent, whichever is the greater, on behalf of each employee into a fund determined by the Company, calculated on the employee's base rate of pay excluding overtime, and allowances in line with the Superannuation Guarantee



(Administration) Act 1992 and not contrary to current legislation or any changes to it during the life of the agreement.

31.3 Superannuation contributions will be paid into a complying fund in accordance with the relevant superannuation legislation. In the event that an employee does not exercise choice in accordance with the relevant superannuation legislation, contributions will be made by the company into the employee's stapled superannuation fund, or if that is not available, the company's default fund or such other MySuper fund as nominated by the company from time to time.

31.4 An employee and the company can make other contributions as a pre-tax or post tax component additional to those outlined above. To do so the employee must authorise the company in writing to pay into the Fund, from the employee's wage as agreed.

31.5 ***Salary Sacrifice provisions***

(a) A permanent full time employee may elect to salary sacrifice into Superannuation an amount of pre-tax wages to which the employee is otherwise entitled under this Agreement providing that it is not contrary to current legislation or any changes made during the life of the Agreement.

(b) To exercise the election to salary sacrifice, the employee must enter into a written Agreement with the company by completing the appropriate forms.

(c) For employees exercising this option the combined value of the adjusted wage and sacrifice to superannuation (salary sacrifice) is equivalent to the employee's actual wage entitlement, and therefore the diversion of the wage to salary sacrifice for superannuation shall not be interpreted as an underpayment of the employee's wage.

(d) The written Agreement shall clearly specify the proposed arrangements, including the agreed quantum value of sacrifice to superannuation, the liability for taxation obligations (including but not limited to FBT, GST and PAYG) and administration expenses which may arise from the arrangement, and the requirements for the termination of the arrangements.

(e) Such a salary sacrifice Agreement must be maintained for at least 12 months.

32. **Productivity bonus scheme**

32.1 ***Principle***

The objectives of the arrangements being made under this section are to maintain and improve operational flexibility and productivity which will improve the company's competitive advantage and secure existing market.

The productivity bonus scheme is restricted to permanent Barrett Burston Malting Employees and will not apply to those employees engaged as casual employees.

32.2 ***Incentive Payment***

- (a) The company shall distribute to each permanent employee covered under this agreement a maximum amount of three (3) weeks ordinary time wages. This distribution will take place on or about 20th December each year to those permanent employees engaged by the company at the time the distribution is made. In the circumstances where an employee has left the employment of Barrett Burston Malting due to sickness/illness or work accident a pro-rata payment of the incentive payment will be made.
- (b) An eligible employee who has not worked as a permanent employee for the full year shall receive a pro-rata amount based upon the proportion of the year the employee has been engaged as a permanent employee.
- (c) The maximum incentive payment referred to in clause 32.2(a) is based on an employee working full-time ordinary hours of 1976 per annum (inclusive of paid leave hours). Where an employee receives payment for less than 1976 ordinary hours per annum as a permanent employee, the incentive payment will be prorated having regard to the total number of ordinary hours (inclusive of paid leave hours) the employee has been paid for in connection with permanent employment. This ensures that a permanent part-time employee may still be entitled to a pro-rata incentive payment.
- (d) Only one bonus will be paid per employee. If an employee is eligible for a bonus under another agreement, the employee must choose whether to receive that bonus or the incentive payment under this agreement.
- (e) The incentive payment calculation will be based upon the Pinkenba Malting's performance.

Employee entitlement based on full-time hours =  $(X - Y) - Z$

Where;

X = 3 weeks ordinary time wages

Y = total reduction% after applying the criteria in clause 32.3(b).

Z = reduction to the individual employee's entitlement due to that employee's breaches of the company safety or leave policy in accordance with Clause 32.3(c).

### 32.3 *Criteria*

- (a) These criteria refer to non-conformances which are within an employee's control and are caused through inappropriate operation, misuse, abuse, negligence or lack of action on behalf of a permanent employee or group of permanent employees.
- (b) The criteria upon which performance of the plant will be based and the effect on the plant will be as follows:

Criteria		Reduction
(i.)	Overseas customer complaints on quality, where this is the result of a plant based error or omission	10%
(ii.)	Domestic customer complaints on quality, where this is the result of a plant based error or omission	10%
(iii.)	Failure to follow documented procedures or policies (excluding safety), where this is plant based.	10%
(iv.)	Domestic customer complaints on service, where this is the result of a plant based error or omission	5%
(v.)	All (critical) corrective action requests from internal & external parties	10%
(vi.)	Loss /suspension of registration	20%
(vii.)	Loss/suspension of QA rating	20%
(viii.)	Unsafe work practices (See examples)	25%
(ix.)	Environmental mishaps (See examples)	20%
(x.)	Scheduled Cleaning >90% completed each week	5%
(xi.)	All Plant Documentation completed correctly	5%
(xii.)	Out loading weights to specified tonnages	5%

(c) An employee's individual incentive payment may be reduced by:

- i. up to 10% in circumstances where the employee has been found to have breached company safety policy; and/or
- ii. up to 5% where an employee's recreational leave balance is greater than 40 days at the 30th September each year without prior written approval.

### 32.4 **Definitions**

(a) Unsafe Work Practices Examples

- (i) Lost time injury.
- (ii) Prohibition notice being issued by the Division of Workplace Health and Safety.
- (iii) Failure of employees to complete required safety documentation or follow safety notices/instructions.

(b) Environmental Mishaps

- (i) Breach of conditions of plant environmental licence.

- (ii) Any action that causes or is likely to cause environmental harm or nuisance.
- (c) Customer Complaints  
Customer complaints shall only affect the bonus payment when it is found that the complaint was fair and resulted from an action or lack of action on behalf of Barrett Burston Malting employees.
- (d) Domestic Customer Complaints on Quality  
Customer complaints on quality which relate to insect rejections shall affect the bonus payment on the basis that each rejection by a customer will lead to the relevant reduction. All other customer complaints on quality found to be fair and which resulted from an action or lack of action on behalf of Barrett Burston Malting employees shall result in the relevant reduction in each case.
- (e) Failure to follow documented procedures, policies and instructions.  
Failure to follow documented procedures, policies and instructions shall affect the bonus when an individual or the plant is operating or has operated outside of the intended actions of the procedures, policies and instructions, and has or could have caused loss, damage or cost. The company would need to establish that appropriate training had been completed.

### 32.5 ***Reporting***

- (a) All targets shall be available to all employees. The company will investigate all non-conformances and shall produce a report on at least a quarterly basis of the performance of the plant against the criteria outlined above.
- (b) Any dispute between plant management and employees regarding performance against the bonus criteria shall be resolved by the Barrett Burston HR Manager.

## **Part 5—Hours of Work and Related Matters**

### **33. Hours of work**

#### **33.1 *Ordinary hours of work***

- (a) Ordinary hours or work for permanent employees shall be 76 hours in each fortnightly period.
- (b) Ordinary hours shall be worked continuously, except for meal breaks, at the discretion of Barrett Burston Malting, between the hours of 6.00am and 6.00pm, Monday to Friday, or under clause 36.
- (c) The spread of hours (6:00am to 6:00pm) may be altered by up to one hour at either end of the spread, by agreement between Barrett Burston Malting and the majority of employees concerned or, in appropriate circumstances, between the company and the individual employee.
- (d) The management may vary the normal hours to best meet the demands of Barrett Burston Malting customer delivery requirements. Normal working hours will ordinarily be set for the pay period (fortnight) but may be changed if circumstances beyond the control of the company arise, after discussions with the affected employees by notifying the employee of any change during normal working hours on the day before the change is to occur.
- (e) Ordinary hours worked shall not exceed 12 hours on any day.
- (f) In the case of going to or from a three shift arrangement the provisions of Clause 10 will be followed.

### **34. Meal Break**

#### **34.1 *Meal breaks***

- (a) An employee shall not be called upon to work in excess of five (5) hours without being allowed time-off duty for a meal interval.
- (b) Any employee having worked for five hours shall thereupon be allowed time-off duty for a meal break, provided that where it is not possible to grant the meal interval after 5 hours, a meal break will be granted as soon after as practicable.
- (c) If an employee is required to continue working for more than one and one-half hours after completing their ordinary hours work, they shall be paid a meal allowance as per Appendix 2. If such overtime work continues beyond a further (4) four hours they shall be paid an additional meal allowance.

34.2 ***Rest Pauses***

Every employee covered by this agreement shall be entitled to a paid rest pause of (10) ten minutes each (5) five hours since the commencement of work. Such rest pauses shall be taken at such times as will not interfere with continuity of work where continuity is necessary.

35. **Starting and Finish Times**

35.1 Employees are required to observe the nominated starting and finishing times for the work day including designated breaks to maximise available working time. Preparation for work and cleaning up (wash-up) of the employees person shall be in the employees' time.

36. **Shiftwork**

36.1 ***Shiftwork***

Shift work may be worked under this agreement where, in the opinion of the company it is necessary to meet customer requirements or it is not reasonably practicable to carry on the operation of the company without such shift work.

36.2 ***Notice of Shift Work***

The company will endeavour to give (2) two weeks' notice to any employee required to work shift work or shift changes. If unavoidable circumstances occur, the company may give less notice.

36.3 ***Hours of Duty***

Shift Hours shall be agreed between site management and the employees involved to best suit the work being carried out. However, each shift shall be for a minimum of 7.6 hours and a maximum of 12 hours.

36.4 ***Two Shift Arrangement***

The company may engage employees on a two shift arrangement. Each shift shall be a minimum of 7.6 hours with the option to extend the hours worked to 12 hours to allow for 24 hour coverage.

36.5 ***Three Shift Arrangement***

The company may engage employees on a 3 shift arrangement to cover 24 hour operations. However, the company must consult with employees prior to the introduction of 3 shift work.

36.6 ***Crib Breaks***

Employees working shift work shall be allowed a crib break of 30 minutes without deduction of pay, taken at a time so as not to interfere with the continuity of work where continuity is necessary.

### 36.7 *Shift Allowances*

- (a) Day shift - A shift finishing before 6pm. No allowance payable, unless the shift commenced between 4am and 5am, then an allowance shall be paid equivalent to 12.5% of the employees' rate of pay for 7.6 hours.
- (b) Afternoon shift - A shift finishing between 6pm and Midnight. An allowance shall be paid equivalent to 12.5% of the employees' rate of pay for 7.6 hours.
- (c) Night Shift - A Shift Finishing after Midnight or where the majority of hours worked fall between midnight and 8 am. For all time worked during ordinary working hours on such night shift an allowance shall be paid as follows:
  - (i) 30% of the employees' rate of pay where:
    - during a period of engagement on shift, an employee works night shift only; or
    - an employee remains on night shift for a longer period than four consecutive weeks; or
    - an employee 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.
  - (ii) An allowance equivalent to 15% of the employees' rate of pay for all other night shift work.
- (d) Saturdays and Sundays
  - (i) The rate at which a shift worker will 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 described above.
  - (ii) The rate a shift worker will be paid for work on a rostered shift on a Sunday at 200% or 250% if a public holiday. The extra rate is in substitution for and not cumulative upon the shift allowances described above.
- (e) Loading for short term shift work
  - (i) Where an employee works an afternoon or night shift that does not continue for at least five successive afternoon or night shifts (where no more than eight ordinary hours are worked on each shift) or works an afternoon or night shift that does not continue for at least 38 ordinary hours (where more than eight ordinary hours are worked on each shift), the employee must be paid 150% of the ordinary hourly rate for the first three hours and 200% of the ordinary hourly rate after three hours.

## 37. Overtime

37.1 In this clause the term "overtime" means

- (a) work performed by permanent employees in excess of agreed hours of work per fortnight.
- (b) Work performed in excess of the span of ordinary hours of work stipulated in clause 33 and 36.
- (c) For casuals it will be hours worked in excess of 8 on any day.

### 37.2 *Requirement to work overtime*

Employees are committed to ensuring that operational activities are maintained and customer service is not adversely affected by a lack of appropriately trained labour. For that reason the following matters are agreed:

- (a) The company may and will require employees to work overtime from time to time to maintain operational activities and customer service.
- (b) Employees may not unreasonably refuse to work overtime when required to do so.
- (c) The company will not compromise the safety of the employees by requiring excessive overtime.
- (d) 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:
  - (i) 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
  - (ii) the company must, if requested by an employee, provide payment, at the rate provided for the payment of overtime in this agreement, for any overtime worked which has not been taken as time off instead of payment for overtime within four weeks of accrual.
  - (iii) In computing overtime each day's work stands alone.

37.3 The overtime rate is 150% of the ordinary rate for the first three hours and 200% thereafter until the completion of the overtime work.

37.4 For a continuous shiftworker the rate for working overtime is 200%. Continuous shiftwork means work carried on with consecutive shifts of employees throughout the 24 hours of each of at least 6 consecutive days without interruption except for breakdowns or meal breaks or due to unavoidable causes beyond the control of the Company.



### 38. **Saturday Work**

- 38.1 A day worker required to work overtime on a Saturday must be afforded at least four hours' work or be paid for four hours at the rate 200%. The 200% is to be paid until the employee is relieved from duty.

### 39. **Sunday Work**

- 39.1 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.
- 39.2 An employee who works on a public holiday that falls on a Sunday must be paid for a minimum of three hours' work at the rate of 300%. The 300% is to be paid until the employee is relieved from duty.

### 40. **Call Out**

- 40.1 Where an employee is required to return to work on overtime after leaving work on a call out they will be paid for a minimum of 4 hours. Participation in the callout roster is voluntary.

### 41. **Fatigue Management System**

- 41.1 The following principles must underpin any fatigue management system.
- (a) Employees are to work no more than 16 hours in any 24 hour period
  - (b) Employees are to work no more than 84 hours in any 7 days
  - (c) After an employee works overtime they should receive a sufficient break prior to resuming work to ensure that the employee is able to work efficiently and safely. Each circumstance will be different however to ensure the safety of employees remains a priority an employee may at their discretion take a break of 10 hours between ceasing overtime and returning to work. Any ordinary hours not worked while the employee is taking such a break will be paid as if the employee had worked.
  - (d) Where an employee is recalled to work on a Call Out after ordinary ceasing time and time worked is less than 2 hours then clause 41.1(c) shall not apply.

## **Part 6—Leave and Public Holidays**

### **42. Annual leave**

- 42.1 Employees are entitled to annual leave in accordance with the relevant federal legislation.
- 42.2 All employees (other than casual employees) will be entitled to annual leave per year of the number of days the employee would ordinarily work in a four (4) week period. Annual leave accrues on a regular basis throughout the year.
- 42.3 For the purposes of the National Employment Standards, a seven day shift worker who is regularly rostered to work on Sundays and public holidays will accrue five (5) weeks' of annual leave per annum.
- 42.4 Employees are to give a minimum of four (4) weeks' notice of their requirement to take leave. The timing of leave will be subject to operational requirements and business needs. All leave requires an approved leave application prior to commencement of leave.
- 42.5 During periods of annual leave, employees will receive a 25% annual leave loading for all time taken as paid annual leave.
- 42.6 Employees under this agreement are able to apply to cash out their annual leave on the following basis:
- (a) Employees are able to apply to cash out annual leave on the basis that a 4 week balance is maintained.
  - (b) An election to cash out annual leave must be submitted on each occasion.
- 42.7 On receipt of the employee's written election the company will consider and may authorise the employee to forgo the amount of annual leave requested and, if so, will pay the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone

### **43. Personal (Sick/Carer's) Leave**

- 43.1 Employees are entitled to personal leave in accordance with the National Employment Standards.
- 43.2 Personal Leave includes Sick Leave and Carer's Leave. All employees (other than casual employees) accrue 10 days paid personal leave each year, pro rata. Any personal leave not used in the year is accrued and may be utilised in subsequent years.
- 43.3 An employee not attending for duty is not entitled to pay under this clause for the actual time lost unless they produce or forward within twenty-four (24) hours of the commencement of such absence, evidence satisfactory to the company that the absence was due to personal ill-health necessitating such absence (Sick Leave) or to

care for or provide support to a member of their immediate family or household who is sick and requires the employee's care and/or support (Carer's Leave).

- 43.4 Payment for Personal leave shall be at the ordinary rate of pay prescribed by the Agreement for the classification under which the employee is employed. An employee shall be ineligible for sick leave payment in respect to absence on a leisure day.
- 43.5 Payment for Personal leave shall not be connected in any way with any payment made under WorkCover/Workers Compensation because of accident.
- 43.6 The company will ensure that when an employee is working as a Shift person and has an entitlement for Personal leave they shall be paid at the applicable rate for time lost as a result of taking Personal leave.
- 43.7 All employees are entitled to up to two (2) day's unpaid leave for each occasion when a member of their immediate family requires care or support because of illness. This leave may be taken as a single unbroken period of leave or in separate periods as agreed between the employee and their manager but must not be taken when the employee could have taken paid personal leave.
- 43.8 An employee accessing Carer's leave must provide a certificate from a registered medical practitioner, or a Statutory Declaration, showing the name and illness of the person concerned and their need for care.
- 43.9 The term "immediate family member" is a:
- (a) spouse or former spouse
  - (b) de facto partner or former de facto partner
  - (c) child
  - (d) parent
  - (e) grandparent
  - (f) grandchild
  - (g) sibling, or
  - (h) child, parent, grandparent, grandchild or sibling of the employee's spouse or de facto partner (or former spouse or de facto partner).
- 43.10 Entitlement to Cash Out Personal Leave
- (a) On the first pay period on or after 1 July, an employee who had an accumulated Sick leave balance at the end of the immediately preceding Sick leave year which was in excess of his nominated balance may make a written election to be paid the monetary value of any excess above that nominated balance.
  - (b) The nominated balance of each employee shall be greater than 380 hours (50 days). Employees shall notify the company in writing of their nominated balance.

- (c) Payment under subclause 43.10 shall be made at the rate of pay the employee would have received if they had taken Sick leave.
- (d) The employee shall have their accumulated Sick leave entitlement reduced by the number of hours paid out under subclause 43.10. Any time for which payment has been made shall be deemed and treated as time for which the employee was sick and for which full payment was made.
- (e) An employee may choose to vary their nominated balance. This must be done in writing.
- (f) Provided the employee makes a written election to do so, an employee shall be paid for unused Sick leave in excess of his nominated balance on the second pay day following the pay period in which the immediately preceding Sick leave year ended.

#### 44. **Compassionate Leave**

44.1 Employees are entitled to compassionate leave in accordance with the National Employment Standard.

- (a) Employees (other than casual employees) will be granted up to two (2) days' compassionate leave on each occasion when a member of their immediate family (as defined above) or household develops an illness that poses a serious threat to life, sustains an injury that poses a serious threat to life, or dies. This leave may be taken as a single unbroken period of leave or in separate periods as agreed between the employee and manager.
- (b) The company may require the employee to provide a medical certificate, Death Certificate, funeral notice from the newspaper where there is a death, or other evidence that reasonably shows the leave is taken for a permissible occasion under this clause.

#### 45. **Parental Leave**

45.1 Employees are entitled to parental leave in accordance with the National Employment Standard. Eligible employees are entitled to up to 52 weeks unpaid leave upon the birth or adoption of a child.

##### 45.2 ***Paid Parental Leave***

- (a) Partner leave - an employee is entitled to up to five days paid leave upon the birth or adoption of a child.
- (b) Maternity leave - A female employee will be eligible for eight (8) weeks paid maternity leave, or any legislated requirement which may exist, whichever is greater. The employee has the option to take this as eight weeks full pay or sixteen weeks half pay. Before an employee can access the eight weeks paid maternity leave, they are required to use any accrued annual leave that exceeds twenty days. Additionally on returning to work from maternity

leave, a female employee will be eligible to receive a return to work bonus equivalent to six weeks' pay. The return to work bonus is designed to facilitate the employee's return to the workplace and to retain female employees in the business. It may be paid in any of the following ways:

- (i) Bonus payment spread over the three pay periods following the return to work from maternity leave.
  - (ii) Paid time release, to work reduced hours while maintaining full salary/wage.
- (c) Adoption leave
- An employee will be eligible for eight weeks paid adoption leave or any legislated requirement which may exist, whichever is greater, at the time of the placement of the child. The employee has the option to take this as eight weeks full pay or sixteen weeks half pay. Paid Adoption leave applies only on the adoption of children under five years of age. Where both prospective parents are employees of the company, only one prospective parent will be entitled to the period of paid leave. Adoption leave does not apply where the employee adopts or takes custody of a child or step-child of the employee, or a child who has previously lived with the employee for more than six months.
- (d) Other employee entitlements covering Paternity, Maternity and Adoption leave are provided for by Company Policy.

## 46. Long Service Leave

- 46.1 Long Service Leave is provided in accordance with the Industrial Relations Act 2016 (Qld).

## 47. Community Service Leave

- 47.1 Community Service Leave is provided in accordance with the National Employment Standards.

## 48. Jury Service

- 48.1 A full time employee required to attend for jury service during his or her ordinary working hours shall be reimbursed by the company an amount equal to the difference between the amount paid in respect of his or her attendance for such jury service and the amount of wage he or she would have received in respect of the ordinary time he or she would have worked had he or she not been on jury service.
- 48.2 Where a part time employee is required to attend for jury service and such attendance coincides with a day on which the employee would normally be required to work, the employee will be reimbursed by the company an amount equal to the difference between the amount paid in respect of his or her attendance for such jury service and

the amount of wage he or she would have received in respect of the ordinary time he or she would have worked had he or she not been on jury service.

- 48.3 An employee shall notify the company as soon as possible of the date upon which he or she is required to attend for 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.

## 49. **Public holidays**

- 49.1 A full-time employee under this Agreement is entitled to the following public holidays without loss of pay:

- (a) New Year's Day
- (b) Australia Day
- (c) Good Friday
- (d) Easter Saturday (the day after Good Friday)
- (e) Easter Sunday
- (f) Easter Monday
- (g) Anzac Day
- (h) Labour Day
- (i) Royal Brisbane Show (Brisbane areas only)
- (j) King's Birthday
- (k) Christmas Day
- (l) Boxing Day

- 49.2 Part time employee public holiday entitlements are detailed in clause 14.7.

- 49.3 When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof will be observed on 27 December.

- 49.4 When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof will be observed on 28 December.

- 49.5 When New Year's Day or Australia Day is a Saturday or a Sunday, a holiday in lieu thereof will be observed on the next Monday.

- 49.6 Where in a State, Territory or locality, public holidays are declared or prescribed on days other than those set out in clause 49.1 those days will constitute additional holidays for the purpose of this Agreement.


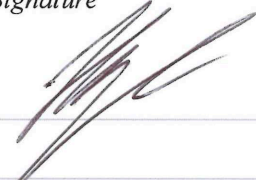


- 49.7 *Substitution of certain public holidays by agreement at the enterprise*

- (a) By agreement between the employer and the majority of employees in the enterprise or part of the enterprise concerned, an alternative day may be taken as the public holiday instead of any of the prescribed days.
- (b) An employer and an individual employee may agree to the employee taking another day as the public holiday instead of the day which is being observed as the public holiday in the enterprise or part of the enterprise concerned.

## 50. **Family and domestic violence leave**

- 50.1 An employee is entitled to 10 days paid family and domestic violence leave in accordance with the NES.

## Part 7—Signatures

For an on behalf of Barrett Burston Malting Company Pty Limited	For an on behalf of the Employees / Union
<p data-bbox="247 772 359 801"><i>Signature</i></p> 	<p data-bbox="821 672 933 701"><i>Signature</i></p> 
<p data-bbox="247 891 646 920">Vice President &amp; General Manager</p> <p data-bbox="247 952 343 981"><i>Position</i></p>	<p data-bbox="821 880 1220 909">Maltster. Employee representative.</p> <p data-bbox="821 952 917 981"><i>Position</i></p>
<p data-bbox="247 1008 430 1037">Philip Robinson</p> <p data-bbox="247 1068 798 1097"><i>Name and authority of person to sign Agreement</i></p> <p data-bbox="247 1128 438 1158">15 Gough Street</p> <p data-bbox="247 1189 470 1218">Cremorne Vic 3121</p> <p data-bbox="247 1249 343 1279"><i>Address</i></p>	<p data-bbox="821 1008 957 1037">Luke Egan.</p> <p data-bbox="821 1068 1372 1097"><i>Name and authority of person to sign Agreement</i></p> <p data-bbox="821 1128 1021 1158">39 Soutter Street.</p> <p data-bbox="821 1189 1069 1218">Pinkenba. QLD. 4008.</p> <p data-bbox="821 1249 917 1279"><i>Address</i></p>
<p data-bbox="247 1361 414 1391">April 24, 2024</p> <p data-bbox="247 1422 311 1451"><i>Date</i></p>	<p data-bbox="845 1361 981 1391">24/04/2024</p> <p data-bbox="821 1422 885 1451"><i>Date</i></p>
 <p data-bbox="247 1641 478 1671"><i>Signature of witness</i></p>	 <p data-bbox="821 1641 1053 1671"><i>Signature of witness</i></p>
<p data-bbox="247 1758 399 1787">Rachel Zelif</p> <p data-bbox="247 1818 438 1848"><i>Name of witness</i></p>	<p data-bbox="821 1758 965 1787">Paul Malone</p> <p data-bbox="821 1818 1013 1848"><i>Name of witness</i></p>



### Appendix 1 – Wage Rates

	5.75% increase Effective 30th September 2023*	3.5% increase Effective 30th September 2024	3.0% increase Effective 30th September 2025
Level 1	33.3277	34.4941	35.5290
Level 2	35.1640	36.3947	37.4865
Level 3	37.7477	39.0689	40.2410
Level 4	40.7121	42.1370	43.4011

\* The backdating of the wage increase to 30 September 2023 will only apply to an employee who is employed by the Company as at the date of the first full pay period on or after the operative date of this Agreement.

### Appendix 2 – Allowances

	5.75% increase Effective 30th September 2023**	3.5% increase Effective 30th September 2024	3.0% increase Effective 30th September 2025
1st Aid (per FN)	18.96	19.63	20.21
Meals	16.88	17.47	18.00
AO (per FN)	33.09	34.25	35.27

\*\* The backdating of the allowances increase to 30 September 2023 will only apply to an employee who is employed by the Company as at the date of the first full pay period on or after the operative date of this Agreement.

### Appendix 3 – Classification Structure

This Agreement introduces a new classification structure as follows from the operative date of this Agreement:

	Level 1	Level 2	Level 3	Level 4
Expected time at level (competency based, PCO panel evaluation).	6-12 months	12 months.	On invitation.	On invitation.
<b>Skills / Tasks</b>				
Hygiene 1 - Perform Basic Hygiene, scheduled cleaning, sanitising, Chemical Awareness CIP, Storage and use of chemicals, including dangerous goods.	C			
Lock Out Tag Out Procedures	C			
Domestic & Export Loading weighbridge operation.	C			
QC Procedures – sampling, check sheets, testing and data entry	C			
Plant Scheduled & Unscheduled Cleaning Procedures	C			
By-product loading	C			
Barley Intake - sampling, check sheets, testing and data entry	C			
Works under supervision -Buddy System	C			
Plant Control - Set under direction	C			
Domestic and export loading		C		
Lab testing, quality, and result interpretation (malting analysis)			C	
Leading Hand (Malt Operator)				C
Ability to perform PCO plant tasks (transfers etc., callouts)				C
Provide training and coaching to other operators on the malting process.				C
CCS – all aspects including plant trouble shooting, resolving faults and plant awareness				C
Knowledge and ability to use MIS	Basic	Basic	Intermediate	Advanced
Operation of central control system	Under direction.	Basic	Intermediate	Advanced
Understanding malting process	-	Basic	Intermediate	Advanced
<b>Qualifications</b>				
Forklift License	O	O	C	C

AO container inspection and sampling	-	O	C	C
Elevated work platform.	-	C	C	C
Senior First Aid	-	O	O	C
Malting Course (BBM Internal or IBD General Certificate, or equivalent).	-	-	-	O
Leadership Training	-	-	-	O

As the above classification structure is newly introduced under this Agreement the below table describes how an employee who was employed by the Company immediately prior to the operative date of this Agreement, and who continues to be employed by the Company from the operative date of this Agreement, will be classified upon the operative date of this Agreement:

Old Job Grade Classification under the enterprise agreement that applied immediately prior to this Agreement	New Job Level Classification under this Agreement
1	1
2	1
3	1
4	2
5	3
6	4