

SUGAR AUSTRALIA – YARRAVILLE

ENTERPRISE AGREEMENT

2024

SUGAR AUSTRALIA - YARRAVILLE - ENTERPRISE AGREEMENT 2024

1. TITLE

This Agreement will be known as the Sugar Australia - Yarraville - Enterprise Agreement 2024.

2. INDEX

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3. AREA AND INCIDENCE OF AGREEMENT

This Agreement will apply to employees of Wilmar Sugar Pty Ltd ACN 081 051 792 at the Yarraville Refinery located at Whitehall Street, Yarraville in the State of Victoria and who are employed in positions covered by the skill and competency classification structures described in this Agreement.

4. PARTIES BOUND/COVERED

4.1 This Agreement will be binding upon and or cover the following:

- (a) Wilmar Sugar Pty Ltd ABN 44081051792; (“The Company”)
- (b) all employees as described in clause 3 hereof; and
- (c) the Australian Workers’ Union (the “Union”).

5. RELATIONSHIP TO PREVIOUS AGREEMENTS AND NES

5.1 This Agreement completely replaces all terms and conditions of previous certified and/or “in principle” agreements and Awards applicable to persons bound by this Agreement including but not limited to the following:

- (a) the Sugar Australia – Yarraville Refinery – Enterprise Agreement 2020 as varied
- (b) the Crane Drivers Site Agreement; and

5.2 Relationship between this Agreement and the NES

- (a) The National Employment Standards (NES) is a set of legislated minimum employment entitlements under the *Fair Work Act 2009*.
- (b) The NES shall apply to employees covered by this Agreement, except where this Agreement provides a more favourable outcome.
- (c) Where there is a conflict or inconsistency between a term of this Agreement and the NES, the terms of clause 5.2 (b) of this Agreement confirm that the NES shall have precedence over the term within the Agreement to the extent of the conflict/inconsistency.

6. DATE AND PERIOD OF OPERATION

This Agreement shall commence operation seven days after it is approved by the Fair Work Commission and shall remain in force until 26 February 2027.

7. AGREED OBJECTIVES

7.1 The Company and the employees will work together:-

- (a) to maintain and support the implementation of a high level of site safety practices, procedures and training;

- (b) to support the ongoing upgrade & improvement to the site's facilities.
 - (c) to improve efficiency in the worksite;
 - (d) to continuously review work methods and procedures to develop a modern, flexible and team based work style;
 - (e) to develop skills and knowledge, accept greater responsibility and reduce any identified skills gap;
 - (f) to ensure the Company is in a position to meet customer needs and provide exceptional customer service; and
 - (g) to maintain high grade of food safety and product quality standards.
- 7.2 It is agreed that work practice changes at the Yarraville site will occur in accordance with the Workplace Consultation and Work Practice Change provisions set out in clause 8 of this Agreement.

8. WORKPLACE CONSULTATION AND WORK PRACTICE CHANGE

- 8.1 The Company and the Employees are committed to an ongoing process of communication and consultation, and will continue to consult in order to achieve the objectives of this Agreement
- 8.2 Communication will be conducted regularly with all employees and work groups on issues affecting the business and their employment. A Workplace Consultative Committee ("WCC"), comprising employee representatives, including elected site employee representatives, and management representatives will be established for the purpose of consulting on issues affecting employees. This Committee will monitor the Agreement and oversee its implementation.
- 8.3 This term applies if the Company:
- (a) proposes 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

- 8.4 For a major change referred to in paragraph 8.3(a):
- (a) the Company must notify the relevant employees of the proposed major change; and
 - (b) sub-clauses 8.5 to 8.11 apply.
- 8.5 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 8.6 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.

8.7 As soon as practicable after proposing to introduce the change, the employer must:

- (a) discuss with the relevant employees:
 - (i) the proposed introduction of the change; and
 - (ii) the effect the proposed change is likely to have on the employees;and
 - (iii) measures the employer is proposing to take 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.

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

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

8.10 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 8.4(a) and sub-clauses 8.5 and 8.7 are taken not to apply.

8.11 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

8.12 For a change referred to in paragraph 8.3(b)

- (a) the employer must notify the relevant employees of the proposed change; and
- (b) sub-clauses 8.13 to 8.17 apply.

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

8.14 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.

- 8.15 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).

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

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

8.18 In this term:

relevant employees means the employees who may be affected by a change referred to in sub-clause 8.3.

9. PROCEDURES FOR THE AVOIDANCE OF GRIEVANCES OR DISPUTES

9.1 The aim of this procedure is to ensure that during the life of the Agreement, industrial grievances or disputes that cannot be prevented are resolved as quickly as possible at the level they occur in the workplace. In order to allow for a peaceful resolution of grievances, the parties will be committed to avoid stoppages of work, lockouts or any other bans or limitation on the performance of work while the procedures are being followed.

9.2 When a dispute or grievance arises relating to a matter under this Agreement or the National Employment Standards, the following steps are to be followed:

Step 1:

Attempt to resolve grievance at site level and directly between involved employee(s) and a Company Representative (for example a Team Leader or Department Manager)

↓
If matter unresolved

Step 2:

Either party can request to have a third party present in further discussions (for example HR, a more senior employee or, at the request of the employee, a site delegate)

↓
If matter unresolved

Step 3:

The involved parties must discuss the event to the Site Manager who will work to resolve the matter in line with company policies including involving National HR and where the employee requests an official of the Union as required.

Step 4:

If matter unresolved

The dispute may be referred to Fair Work Commission for conciliation in relation to the issue.

Step 5:

If matter unresolved

Fair Work Commission will deal with the issue by arbitration and its decision, subject to the rights of appeal that may exist under the *Fair Work Act 2009*, will be final & be accepted by the parties.

- 9.3 While the above procedure is being followed, the status quo ante will prevail,. In order to be clear, if the dispute is about a change at work, the status quo ante represents the position before the implementation of the change..

10. FLEXIBILITY TERM

- 10.1 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;
 - vi. Rostered Days Off – an agreement to vary the requirement in the Rostered Day Off term that up to a maximum of 5 RDOs may be accrued, 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.

- 10.2 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.

- 10.3 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.

10.4 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

10.5 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.

11. 11. TERMS OF ENGAGEMENT

11.1 Permanent weekly employment

A permanent weekly employee is one engaged by the week and paid by the week.

11.2 Casual employment

- (a) A casual employee is one who is employed and paid as such. A casual employee, including casuals or contractors engaged through an Agency who are performing work covered by this agreement, will be paid a casual loading of twenty five per cent (25%) in addition to the base rate of pay otherwise applicable to a permanent weekly employee performing the same work. This casual loading is paid in lieu of the employee/s entitlement to paid annual leave, paid personal/carers leave, paid public holidays and other entitlements not applicable to casual employment.
- (b) A casual employee will be paid the casual rate on an hourly basis.
- (c) On each occasion a casual employee is required to attend work the employee must be paid for four (4) consecutive hours' of work.
- (d) In the event that casuals (Including in this case, casuals employed by an Agency or contractors) are working alongside full time permanent weekly employees, the weekly employees will be offered any available overtime work before casuals are asked to work overtime.
- (e) The Company will consult with Union delegates of respective production areas to inform them about new casuals to be engaged (including in this case, casuals employed by an Agency or contractors). Once engaged and where reasonably practical, new casual employees, will be introduced to the Union site delegate.

11.3 Casual conversion to full-time employment

- (a) A casual employee (including in this case, casuals employed by an Agency or contractors), other than an irregular casual employee, who has been engaged by the Company for a sequence of periods of employment under this Agreement during a period of six months, thereafter has the right to elect to have their contract of employment converted to full-time employment if the employment is to continue beyond the conversion process.
- (b) The Company must give the employee notice in writing of the provisions of this clause within four weeks of the employee having attained such period of six months. The employee retains their right of election under this clause if the Company fails to comply with the clause.
- (c) Any such casual employee who does not within four weeks of receiving written notice elect to convert their contract of employment to full-time or part-time employment is deemed to have elected against any such conversion.
- (d) Any casual employee (including in this case, casuals employed by an Agency or contractors) who has a right to elect under this clause, on receiving notice or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the Company that they seek to elect to convert their contract of employment to full-time or part-time employment, and within four weeks of receiving such notice the Company must consent to or refuse the election but must not unreasonably so refuse.
- (e) Once a casual employee has elected to become and been converted to a full-time employee, the employee may only revert to casual employment by written agreement with the Company.
- (f) Where the Company refuses an election to convert, the reasons for doing so must be fully stated to and discussed with the employee concerned and a genuine attempt made to reach agreement.
- (g) By agreement between the Company and the majority of the employees in the relevant workplace or a section or sections of it, or with the casual employee concerned, the Company may apply clause 11.3(a) as if the reference to six months is a reference to 12 months, but only in respect of a currently engaged individual employee or group of employees. Any such agreement reached must be kept by the Company as a time and wages record. Any such agreement reached with an individual employee may only be reached within the two months prior to the period of six months referred to in clause 11.3(a).
- (h) For the purposes of clause 11.3, an irregular casual employee is one who has been engaged to perform work on an occasional or non-systematic or irregular basis.
- (i) A casual employee (including, in this case, any worker engaged through an Agency or contractors) must not be engaged and re-engaged to avoid any obligation under this Agreement

11.4 Casual, Agency or Contractor usage for roles covered by this Agreement

For roles covered by this Agreement:

- (a) The parties are committed to maintaining and improving job security of permanent employees.
- (b) The Company is committed to maximising permanent employment.
- (c) It is not the intention of the Company to use casual labour or labour engaged through an agency or as contractors for extended periods.
- (d) Individuals employed or engaged pursuant to clause 11.4 c) (Including contractors and those engaged by and Agency) will be:
 - (i) Paid the same base rate of pay as is applicable to an equivalent full time employee in addition to the casual loading referred to in 11.2(a) where applicable; and
 - (ii) Engaged in blocks of three (3) months.
- (e) Where a role is filled in accordance with clause 11.4 c) for a period of more than six (6) months i.e. two engagements in three (3) month blocs, the Company will consult with affected employees and their representatives whether the role should be filled on a permanent basis. This will not apply in circumstances where:
 - (i) Casuals (including in this case, casuals employed by an Agency or contractors) are engaged as replacement for a permanent weekly employee during a period of leave or other authorised absence, or
 - (ii) Where it is necessary to employ a casual employee (including in this case, casuals employed by an Agency or contractors) for a period of longer than 6 months in connection with a specific project.
- (f) In the event that casual employees (Including in this case, casuals employed by an Agency or contractors) are working alongside full time permanent weekly employees, the permanent weekly employees will be offered any available overtime work before casual employees are asked to work overtime.

11.5 Part-time Employment

- (a) An employee may be engaged to work on a part-time basis involving a regular pattern of hours which average less than 38 ordinary hours per week.
- (b) A part-time employee must be engaged and paid for a minimum of 4 consecutive hours per shift and a minimum of 8 hours per week. In order to meet their personal circumstances a part-time employee may request and the employer may agree to an engagement for no less than 3 consecutive hours per day or shift. The agreement reached must be recorded by the employer on the employee's time and wages record.
- (c) Before commencing part-time employment, the employee and employer must agree in writing on:
 - (i) the hours to be worked by the employee, the days on which they will be worked and the starting and finishing times for the work; and
 - (ii) the classification applying to the work to be performed in accordance with Schedule A—Classification Structure and Definitions.

- (d) The terms of the agreement in clause 11.5 (c) may be varied by consent in writing.
- (e) The employer must retain a copy of any agreement or variation made under clause 10.3 or 10.4 and provide a copy to the employee.
- (f) Except as otherwise provided in this award, a part-time employee must be paid for the hours agreed on in accordance with clauses 11.5 (c) and (d) .
- (g) The terms of this award will apply pro rata to part-time employees on the basis that ordinary weekly hours for full-time employees are 38.
- (h) A part-time employee who is required by the employer to work in excess of the hours agreed under clauses 11.5 (c) and (d) must be paid overtime in accordance with clause 32— Overtime.

(i) Public holidays

- (i) Where the part-time employee’s normal paid hours fall on a public holiday prescribed in the NES and work is not performed by the employee, the employee must not lose pay for the day or part day.
- (ii) Where the part-time employee works on the public holiday, the part-time employee must be paid in accordance with clauses 15 and 19

12. TERMINATION OF EMPLOYMENT

12.1 Notice of termination by Company

- (a) In order to terminate the employment of a permanent weekly employee the Company will give to the employee the following notice:

| Period of continuous service | Period of notice |
|---|-------------------------|
| 1 year or less | 1 week |
| 1 year and up to the completion of 3 years | 2 weeks |
| 3 years and up to the completion of 5 years | 3 weeks |
| 5 years and over | 4 weeks |

- (b) In addition to the notice in clause 12.1(a), permanent weekly employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service will be entitled to an additional week's notice.

12.2 Notice of termination by Employee

The notice of termination required to be given by an employee will be the same as that required of the Company in accordance with this Agreement, except that there will be no additional notice requirement based on the age of the employee concerned.

12.3 Payment in lieu of notice

- (i) Payment in lieu of the notice in clause 12.1 (a) will be made by the Company if the appropriate notice period is not required to be worked. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

- (ii) Payment in lieu of the notice prescribed will be made if the appropriate notice period is not required to be worked. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (iii) The required amount of payment in lieu of notice must equal or, exceed the total of all amounts that, if the employee's employment had continued until the end of the required period of notice, the Company would have become liable to pay to the employee because of the employment continuing during that period. That total must be calculated on the basis of:
 - the employee's ordinary hours of work (even if not standard hours);
 - the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and
 - any other amounts payable under the employee's contract of employment, (e.g. Rostered Days Off, Annual Leave and Long Service leave).
- (iv) The period of notice in this clause will not apply in the case of dismissal for serious misconduct that justifies summary dismissal and/or in the case of: casual employees; or
- employees engaged for a specific period of time or for a specific task or tasks.

12.4 Time off during notice period

Where the Company has given notice of termination to an employee, an employee will be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off will be taken at times that are mutually convenient after consultation with the Company.

12.5 Statement of Employment

- (a) The Company will provide, upon request from an employee, a written statement specifying the following:
 - confirmation of employment;
 - period of employment; and
 - classification or type of work.
- (b) The Company will also provide a separation Certificate on request.

13. STANDING DOWN OF EMPLOYEES

The Company may deduct payment for any day during which the employee cannot be usefully employed by reason of any strike, breakdown of machinery or any other cause for which the Company cannot reasonably be held responsible.

14. SCOPE OF DUTIES

- 14.1 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 described in this Agreement. For example, employees are required to work flexibly in their work teams to support the overall team function.

14.2 The Company may direct the 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 consistent with, the classification structure described in this Agreement.

14.3 Shift workers will properly handover their workstations at the end of the shift and at the place of work to the incoming operators and maintain operations during the shift change.

15. HOURS OF WORK

15.1 Day Workers

- (a) The ordinary hours of work for day workers will be an average of 36 hours per week Monday to Friday inclusive between the hours of 6.00 a.m. to 6.00 p.m. or such times as may be agreed between the Company and the employee(s).
- (b) Provided that work done prior to the spread of hours fixed in accordance with this sub-clause for which overtime rates are payable will be deemed for the purpose of this clause to be part of the ordinary hours of work.
- (c) The ordinary hours of work will not exceed 10 hours on any day provided that: in any arrangement of ordinary hours where the ordinary working hours are to exceed eight on any day, the arrangement of hours will be subject to agreement between the Company and the majority of the employees in the plant or work section or sections concerned.

15.2 Rotating and Fixed Shift Workers

- (a) The ordinary working hours of rotating and fixed shift workers, both non-continuous and continuous will not exceed one of the following depending on the roster selected.
 - (i) 36 hours per week;
 - (ii) 72 hours per fortnight;
 - (iii) 108 hours in three weeks;
 - (iv) 144 hours in four weeks;
 - (v) 216 hours in six weeks; or
 - (vi) 288 hours in eight weeks.
- (b) The employee may be required to complete his/her ordinary hours on either day shift, afternoon shift or night shift or any combination of day shift, afternoon shift or night shift.
- (c) "Day shift" means any shift starting at or after 6.00 a.m. and before 10.00 a.m.
- (d) "Afternoon shift" means any shift starting at or after 10.00 a.m. and before 8.00 p.m.
- (e) "Night shift" means any shift starting at or after 8.00 p.m. and before 6.00 a.m.
- (f) The ordinary hours of work will not exceed 12 hours on any day provided that: in any arrangement of ordinary hours where the ordinary working hours are to exceed eight on any day, the arrangement of hours will be subject to agreement between the Company and the majority of the employees in the plant or work section or sections concerned.

15.3 Refinery Operations Employees – 5 day, 12 hour shift roster

- (a) From the commencement of this Agreement, the Company will operate a 5 day, 12 hour shift roster for Refinery Operations that will commence at 6:00am Sunday morning and conclude at 6:00am Friday morning..
- (b) Where the Company proposes a change to the regular roster or ordinary hours of employees, it will consult with the affected employees as per Clause 8 of this Agreement. If the parties are in dispute concerning the proposed changes, the parties agree to follow the process set out in Clause 9 of the Agreement, ‘Procedures for the Avoidance of Grievances or Disputes’
- (c) Employees who work the shifts commencing at 6:00am on a Sunday morning will receive a penalty rate of 100% of the base wage rate for that shift. This penalty rate will be paid outside the annualised salary and will only be paid when the employee attends that shift.
- (d) Explanatory note: The previous Sunday Night Shift penalty from the 2020 agreement as varied has been removed and re-incorporated into the base rate. Clauses related to this penalty have been deleted in this agreement.:
- (e) All other shifts for the balance of the roster will be paid at ordinary rates and will receive the shift allowance in line with clause 17.3.
- (f) Periods of pre-approved leave that include a shift commencing on a Sunday morning will attract the penalty rates described in 15.3(c) and (d) only if they are at least as long as the minimum period set out in the table below.:

| Type of leave | Minimum period |
|------------------------|-----------------------|
| Annual leave | Three days |
| Long service leave | Three days |
| Personal/carer’s leave | Three weeks |
| Compassionate leave | One day |
| Parental leave | One week |

- (g) Where a Company does not require an employee to work a rostered Sunday morning due to a Company delayed start where voluntary leave is offered, or a Public Holiday falling on a Sunday where the company deems that it does not need to operate, the Employee will be paid at the Sunday penalty rate.
- (h) Public holidays will be managed in accordance with clause 20.
- (i) Operators must be able to fulfil full coverage during all shifts including all the unplanned absences of the “uncoverable” shifts as defined in this clause.
- (j) Unplanned absences are absences of which the Company has less than 24 hours notice and include but are not limited to personal leave, bereavement leave and short term absences due to illness/injury.
- (k) Coverage refers to a competent Refinery Operator dedicated to each of the defined stations (e.g.. FEL, Decol, Pans, Fugals and RSS)

- (l) "Uncoverable shifts" are those that cannot be easily covered, due to the other two shifts either rostered on before or after the uncoverable shift as these operators will not have enough rest time between their last or next shift. On the 5 day, 12 hour shift roster referred to in 15.3(a), uncoverable shifts occur on Tuesday morning shift commencing at 6:00am and Tuesday night shift commencing 6:00pm.
- (m) The Company must not incur any additional costs to cover the uncoverable shift. Therefore, where coverage is facilitated by an operator changing shifts then no change of shift penalties will apply.
- (n) Where coverage of an uncoverable shift is facilitated by an operator covering a different shift and missing their rostered shift then no additional payment will apply, provided that where a Refinery Operator is required to cover an uncoverable shift due to the concurrent occurrence of an operator on the uncoverable shift changing shifts at the direction of the Company and an unplanned absence on the uncoverable shift, coverage of the unplanned absence will be treated and paid as additional overtime.
- (o) Only Refinery Operators may be relied on (e.g. excluding staff, etc.) to ensure appropriate coverage during an uncoverable shift, or any other shift. Where there is not appropriate coverage and the Company has tried all other methods to cover the work, including by Refinery Operators performing overtime, without success, the Company will put measures in place to meet the Agreed Objectives stated in Clauses 7.1(f) 'to ensure the Company is in a position to meet customer needs and provide exceptional customer service'
- (p) A general hand/process attendant may cover the work of Refinery Operators:
 - i. for up to four hours per shift while Refinery Operators undertake training;
 - ii. On Day shift, provided that a minimum of 1 general hand is available for their regular duties
 - iii. On Night shift as part of a redeployment by the business to cover a Night shift role
 - iv. For all other circumstances where the Company has tried all other methods to cover the work, including by Refinery Operators performing overtime, without success.
- (q) Coverage will not be provided by a Refinery Operator if it requires the Operator to work in excess of 14 hours on any one shift.

15.4 **Packing Operations Employees – 4.5 day, 12 hour shift roster**

- (a) From the commencement of this Agreement the Company will maintain a 4.5 day, 12 hour shift roster for the Packing Operations.
- (b) Employees engaged in the Packing Operations will work their ordinary hours over a 4.5 day continuous shift work roster. The shift work roster requires employees to work 12 hours per day, (the standard hours of work for all employees will average 36 hours per week over the roster cycle of 3 weeks' duration).

- (c) All rotating shifts for the balance of the roster will be paid at ordinary rates and will receive the shift allowance in line with clause 17.3.
- (d) For the rotating shift employees, the ordinary working week will commence on Monday day shift, and finish Friday day shift.
- (e) Daily hours of work for rotating shifts will be nominally 6.00 a.m. to 6.00 p.m. (Day Shift) and 6.00 p.m. to 6.00 a.m. (Night Shift).
- (f) In addition to 15.4(c) above, Packing rotating shifts will receive the “Additional Shift Allowance” of 5 days (60 hours) per annum at the ordinary base rate..

Explanatory Note: *In 2018, the Packing roster was changed via a consultation process such that several Packing Operators transitioned from a Monday-Friday 8h fixed dayshift roster to a 12h fixed dayshift roster, either Monday - Wednesday (D-Shift) or Wednesday – Friday (E-Shift). Part of the process included the payment of a Public Holiday allowance for employees working on D shift and E shift to compensate them for the imbalance of paid public holidays that the fixed days on their roster would create. Once implemented, it became a source of concern for the packing rotating 12h shift employees, who believed this this public holiday allowance eroded the rotating shift allowance the they receive under clause 17.3, thereby reducing the incentive to work rotating shifts. It was agreed to create the new “Packing Night Shift Allowance” in 15.4(f), specifically for Packing 12h rotating shift workers, to restore the allowance gap between rotating shifts and non-rotating shifts.*

In the 2024 agreement, the previous “Packing Night Shift Allowance” was re-incorporated into the base rates to realign base rates for the various workgroups in Packing.

15.5 Daylight Savings

In the event that a rostered shift is worked during the change of time relating to daylight savings, employees will be paid the number of hours represented by the difference between the time recorded at clock-in to clock-out, rather than the actual hours worked.

16. CHANGE OF SHIFT – ROTATING/FIXED SHIFTS

- 16.1 Any employee required to change from their rostered shift to a shift other than the employee's rostered shift will be paid at overtime rates for the first shift unless the employee receives 48 hours' notice of such change. Provided that if such change is made at the request of the employee, no overtime rates will payable and ordinary rates will be paid.
- 16.2 Employees working under clause 15.3 will be exempt from the requirement to be provided with 48 hours' notice and will be paid at ordinary rates if the Company requires a shift change only for the uncoverable shifts (as defined in clauses 15.3 (l), (m), and (n)).

17. SHIFT ALLOWANCES

- 17.1 Employees working on a rotating eight hour shift will be paid an allowance of 15% of the ordinary base rate for afternoon shift and 20% of the ordinary base rate for night shift.

- 17.2 Employees working on a fixed eight hour shift will be paid an allowance of 17.5% of the ordinary base rate for afternoon shift and 30% of the ordinary base rate for night shift.
- 17.3 Employees working a rotating 12 hour shift will have the day, afternoon and night shift allowances averaged for an 11.67% allowance for all shift hours worked.
- 17.4 Employees will be paid their normal shift allowance for Public Holidays not worked.

18. ROSTERED DAYS OFF

18.1 Employees engaged to work their ordinary hours subject to clauses 15.1 will be entitled to a rostered day off in accordance with the guidelines below

18.2 General Principles – Rostered Day Off (RDO):

- (a) Any review to RDO patterns will be conducted on formal notification by either party.
- (b) RDOs are consistent with a 36 hour per week operation, and exist to provide a balanced lifestyle. Accordingly, all employees will be encouraged to take RDOs.
- (c) Employees will not be required to work their RDOs except in circumstances of operational necessity.
- (d) RDOs accrued in any calendar year must be taken within that year, unless otherwise arranged by mutual agreement.
- (e) RDOs can be accrued to a maximum of five days.
- (f) RDOs may be blocked, to a maximum of five days, or taken individually as single days as per a roster & this will be arranged by mutual agreement.
- (g) Any employee who has accrued an RDO may take it on a fortnightly basis.
- (h) Any of the RDO arrangement provisions set out below may be varied by agreement between either the Company and an individual employee or between the Company and the majority of employees concerned in a work group or work area.

18.3 Rostering

- (a) RDOs will be developed with each work group and will be formally scheduled up to one year ahead.
- (b) The Company, with the agreement of the employee concerned, may substitute the day an employee is to be rostered off duty for another day in the case of a break down in machinery or to meet the requirements of the business.
- (c) An individual employee with the agreement of the Company, may substitute the day the employee is rostered off duty for another day. The Company will not unreasonably refuse such a request.

18.4 Work Group / Area Arrangements

- (a) **Refinery Operations/Process Attendants**

- (i) One (1) employee per shift only can be absent on an RDO at any time unless otherwise agreed.
- (ii) Each employee can elect either blocked (i.e. more than 1 day taken at a time) or staggered (i.e. taken on any day of the week) RDO systems
- (iii) Blocked RDOs are to be scheduled so as not to coincide with annual leave being taken by another employee in that work group

(b) Packing/ Forklift Drivers

- (i) One (1) employee only can be absent on an RDO at any time unless otherwise agreed.
- (ii) Each employee can elect either blocked (i.e. more than 1 taken at a time) or staggered (i.e. taken on any day of the week) RDO systems
- (iii) Blocked RDOs are to be scheduled so as not to coincide with annual leave being taken by another employee in that work group.

18.5 Rostered Day Off Falling on a Public Holiday

In the event of an employee's RDO falling on a public holiday, the employee and the Company will agree to an alternative day off duty as a substitution.

18.6 Work on Rostered Day Off

Any employee required to work on the employee's RDO will be paid for at the rate of double time.

18.7 Personal Leave and Rostered Days Off

Employees are not eligible for Personal Leave in respect of absences on rostered days off as such absences are outside their usual hours of duty.

18.8 Annual Leave and Rostered Days Off

Each employee is entitled to a total of 26 rostered days off per year, two of which are in addition to the four week (144 hours) annual leave entitlement.

19. OVERTIME

19.1 Definition and rate of payment

For all employees, overtime will mean all work done outside rostered hours or in excess of ordinary hours and payment will be made at the rate of time and a half for the first two hours and double time thereafter. Each day or shift will stand alone. An employee required to work any overtime will be paid for a minimum of half an hour at the appropriate rate. All overtime worked on Saturdays and Sundays will be paid for at the rate of double time.

19.2 Requirement to work reasonable overtime

- (a) Subject to the provisions of the NES and sub-clause 19.2(b) the Company may require an employee to work reasonable overtime at overtime rates.
- (b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:

- (i) any risk to employee health and safety;
 - (ii) the employee's personal circumstances including any family responsibilities;
 - (iii) the needs of the workplace or enterprise;
 - (iv) the notice (if any) given by the Company of the overtime and by the employee of his or her intention to refuse it; and
 - (v) any other relevant matter.
- (c) Despite sub-clause 19.2(b), if in the opinion of the Company a risk to health and safety may arise by allocating overtime work only to permanent employees, the Company may choose to use casuals before full-time employees as is required on a short term basis.
- (d) For all employees working an ordinary 8 hour shift, overtime will not exceed 12 hours of continuous work.
- (e) For all employees working an ordinary 12 hour shift, overtime will not exceed 14 hours of continuous work.

19.3 Rest periods after overtime

- (a) When overtime is necessary it must, whenever reasonably practicable, be so arranged that employees have at least 10 consecutive hours off duty between the work of successive working days.
- (b) An employee (other than a short term casual employee) who works so much overtime between the termination of his/her ordinary work on one day and the commencement of his/her ordinary work on the next day that he/she has not had at least 10 consecutive hours off duty between those times will, subject to this sub-clause, be released after completion of such overtime until he/she has had 10 consecutive hours off duty, without loss of pay, for ordinary working time occurring during such absence. This will not apply where overtime is worked on Saturdays, Sundays and holidays, not being ordinary working days if an employee has had eight consecutive hours off duty in the 24 hours preceding his/her ordinary commencing time on his/her next ordinary day or shift.
- (c) If on the instructions of the Company such an employee resumes or continues work without having had such 10 consecutive hours off duty he/she will be paid at double rates until he/she is released from duty for such period and he/she will then be entitled to be absent until he/she has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

19.4 Crib time

- (a) An employee working overtime (outside rostered hours) will be allowed a crib time of twenty minutes without deduction of pay after each four hours of overtime worked if the employee continues work after such crib time.
- (b) Unless the period of overtime is less than one and a half hours, an employee before starting overtime after working ordinary hours will be allowed a meal break of twenty minutes which will be paid for at ordinary rates. The Company and an employee may agree to any variation of this provision to meet the circumstances of the work in hand provided that the Company will not be required to make any payment in respect of any time allowed in excess of twenty minutes.

19.5 Call-ins

- (a) Where an employee is called into work with notice given after clocking off from the person's normal days' work, the Company will:
- (i) pay a minimum payment of 4.0 hours at the appropriate overtime rate and
 - (ii) pay the cost of a taxi both to and from work or if the person has his/her own transport, pay a traveling allowance (Refer Appendix D); and
 - (iii) pay a disturbance penalty of 1.5 hours at ordinary pay rate (1.0 hrs inward, 0.5 hrs outward).
 - (iv) pay a meal allowance if the employee has been called in to work 18h or less from the start of the required shift

19.6 Meal Allowance

- (a) Where an employee is called upon to work overtime for one hour or more after the usual finishing time, the employee will be paid a meal allowance (refer Appendix D) as follows:-
- (i) a meal allowance for one hours overtime; and
 - (ii) a further meal allowance for each further four hours of overtime.
- (b) No meal allowance will be payable if the employee has been notified on the previous day of Company's intention for the employee to work such overtime beyond the said finishing time.
- (c) Employees who have been notified but who are not required to work such overtime will be paid the meal allowance.

20. PUBLIC HOLIDAYS

20.1 Prescribed holidays

The following public holidays will be recognized by the Company:

- New Year's Day,
- Australia Day
- Labour Day
- Good Friday,
- Easter Saturday,
- Easter Sunday,
- Easter Monday,
- Anzac Day
- King's Birthday
- Friday before AFL Grand Final
- Melbourne Cup day
- Christmas Day,
- Boxing Day,
- (public holidays are recognized as days that are provided by the state year on year).

- 20.2 When in Victoria, public holidays are declared or prescribed on days other than those set out in clauses 20.1 and 20.2, those days will constitute additional holidays for the purpose of this Agreement.
- 20.3 **Substitution of public holidays by agreement**
- (a) The Company and its employees may agree to substitute another day for any prescribed holiday. For this purpose, the consent of the majority of affected employees and the company will constitute agreement.
 - (b) An agreement pursuant to (a) hereof will be recorded in writing and be available to every affected employee.
- 20.4 An employee required to work on a Public Holiday will be paid for a minimum of four hours' work at the appropriate rate, unless otherwise provided for in the Agreement.
The appropriate rate is:
- (i) For an employee not ordinarily rostered on to work, double time and a half
 - (ii) For an employee ordinarily rostered on to work on the day of the public holiday, double time for all hours worked, plus payment at the rate that the employee would ordinarily be paid for all hours that the employee would ordinarily be rostered to work, provided that the combined rate will not exceed triple time
- 20.5 An employee who has a rostered non-working day falling on a prescribed public holiday will not be entitled to any additional payment for that prescribed public holiday.
- 20.6 For employees working 12 hour shifts, the start time will commence 6.00 a.m. on the day of the Public Holiday for the Packing Operations and Refinery Operations, or as agreed by the majority of the employees in the affected area and the Company.
- 20.7 For employees working 8 hour shifts, the start time of the Public Holiday will be 6.00 a.m. on the day of the Public Holiday for the Packing, Warehouse and Refinery Operations or as agreed by the majority of employees in the affected area and the Company.

21. MEAL AND REST BREAKS

- 21.1 An employee will not be required to work for more than five hours without a break for a meal, provided that by agreement between the Company and the majority of employees in the plant, work section or sections concerned, an employee or employees may be required to work in excess of five hours but not more than six hours at ordinary rates of pay without a meal break.
- 21.2 The time of taking a scheduled meal break or rest break by one or more employees may be altered by the Company if it is necessary to do so in order to meet a requirement for continuity of operations.
- 21.3 The Company may stagger the time of taking a meal and rest break to meet operational requirements.
- 21.4 Except as provided in 15.1 and except where any alternative arrangement is entered into as a result of work practice flexibility as provided in clause 10, Workplace Consultation as provided in clause 8, a time and a half rate will be paid for all work done during meal hours and thereafter until a meal break is taken.

21.5 Employees who are required to work their ordinary hours subject to clauses 15.3 will in lieu of clause 21.1 of this Agreement be provided with two rest breaks of 15 minutes duration and one break of 30 minutes duration. Such rest breaks will be scheduled to fit in with operational demands ensuring that the Refinery or the Packing lines whichever is applicable remain operational at all times.

22. CLASSIFICATIONS AND WAGE RATES

22.1 The existing classification structure and accompanying wage rates and the old competency based classification structure and accompanying wage rates are outlined in Appendix B and C.

22.2

(a) The following wage increases will be paid to employees during the life of this Agreement:

| At the first full pay period on or after: | All employees covered by this agreement |
|---|---|
| 26 February 2024 | 4% |
| 26 February 2025 | 4% |
| 26 February 2026 | 2% |

22.3 The Company regards the up skilling of the majority of the workforce as a necessary step in order to create a flexible skills structure. This is a pre-requisite if the Company and the employees are to build a sustainable future for the Yarraville site.

22.4 While the Company will give every individual the opportunity to complete the training, apply their new skills in the workplace and further increase their salary if, after a reasonable timeframe, an employee is not showing and applying the required skills enhancement their pay rate will immediately revert to the relevant (lower) classification grade. Investment in training will then be directed to other employees.

22.5 Attitudinal resistance to participate in training or the application of the acquired skills in the workplace, such as an employee's refusal to undertake a reasonable Company direction (for example refusing to train or when skilled work on a new line) will be responded to in accordance with sub clause 22.4. That is, higher pay grades will only be maintained for employees who are genuinely committed to the new competency structure, and who consistently demonstrate the required skill levels and behaviours.

22.6 Demonstrating knowledge of procedures to be embedded into each grade is essential.

For example:

- (a) **Safety** - Confined spaces, Issue work permits, JSA's, Risk assessments.
- (b) **Quality** - Audit findings, 5's, Food safety, Procedure updating; and
- (c) **Process** - Theory and Practice, Continuous improvement/TPM etc.

23. HIGHER DUTIES

In times when an operator is engaged temporarily in a leadership role, (i.e. Team Anchor or Relief Team Leader) and it does not form part of their training plan, the pay associated with the higher grade will be paid accordingly.

24. SALARY SACRIFICE

- 24.1 Employees will be entitled to choose to put in place "salary sacrifice" arrangements in relation to the form in which they receive their incomes. To this end the Company will provide employees with access to a professional third party service provider whose business is to put in place "salary sacrifice" arrangements for employees.
- 24.2 The form and choice of an employee's "salary sacrifice" arrangements is a matter to be determined between the third party service provider and the employee.

25. PAYMENT OF WAGES

- 25.1 Wages will be payable weekly not later than Thursday.
- 25.2 Wages will be paid into bank accounts nominated by the employee.
- 25.3 Wages payments will be averaged for the purposes of RDO patterns.
- 25.4 Payment will be made by electronic funds transfer, as determined by the employer, into the bank or financial institution account nominated by the employee. Employees will be provided with an electronic payslip which will show the calculation of wages, accrued annual leave, accrued personal leave and long service leave where an employee has an actual accrued entitlement to long service leave, name and classification.
- 25.5 An employee may authorise the employer to make a deduction from their after-tax pay to pay the employee's Union fees. The employer must comply with that authorisation by paying the required amount to the AWU monthly, or as otherwise nominated by the AWU

26. TRAINING

- 26.1 The parties to this Agreement recognise that the skills development of employees through effective training is critical to the competency based classification system the ongoing future and success of the operation, and the needs of individuals. Accordingly, there is a commitment to providing this training in a form and at a time that meets these objectives. The following provisions will apply in respect to such training approved and agreed:
- (a) if the training is undertaken during standard working hours the employee concerned will not suffer any loss of pay.
 - (b) any costs associated with standard fees for approved courses and prescribed textbooks (excluding those textbooks which are available in the Company's technical library) incurred in connection with the undertaking of training will be reimbursed by the Company upon production of evidence of such expenditure; Provided that reimbursement will also be on an annual basis subject to the presentation of reports of satisfactory progress.
 - (c) travel costs incurred by an employee undertaking training in accordance with this clause which exceed those normally incurred in traveling to and from work will be reimbursed by the Company (refer to Appendix D).
 - (d) **Technical college**

Where training involves attendance at a technical college e.g. apprenticeship training or TAFE provided certified training, training in a technical college may be undertaken on a day release or block release basis or a combination of both. Time spent in a technical college that is required for completion of a course would be counted as time worked and paid as such on an hour for hour basis

26.2 Exceptions to this are:

- (a) where the employee fails to pass the required courses and the attendance at technical college is to repeat the course failed; or
- (b) where the employee does not provide reasonable proof of attendance at technical college.

26.3 All technical college fees, charges and other reasonable expenses incurred must be reimbursed by the Company except for those fees, etc. associated with failed courses.

26.4 The Company must do all that is practicable to arrange the employee's work so that it does not prevent the employee from attending technical college for the required classes.

27. ANNUAL LEAVE

27.1 Other than the provisions set out in this clause the provisions relating to Annual Leave and how and when it is to be taken will be in accordance with the NES. An employee engaged under clauses 15.1 is entitled to accrue 4 weeks (144) hours' annual leave per year. An employee engaged under clause 15.3 is entitled to 4 weeks (160) hours' annual leave per year.

27.2 For the purpose of the additional week of annual leave provided for in section 87(1)(b)(ii) of the Fair Work Act (2009), a **shiftworker** is a seven day shiftworker who is regularly rostered to work on Sundays and public holidays

27.3 The Company will credit to an employee the amount (if any) of annual leave accrued by the employee since the Company last credited to the employee an amount of annual leave in line with the relevant pay cycle. In this way, leave is accrued progressively through a year of service.

27.4 If an individual employee's accrued leave exceeds eight weeks, the Company may direct the employee to take up to two weeks leave, provided the Company has genuinely attempted to reach agreement with the employee to reduce their leave balance.

27.5 The pay rate for annual leave for employees engaged pursuant to clauses 15.3 to 15.4 is the employee's annualised salary. For clarity, annualised weekly rate includes loadings and allowances described in Appendix C.

27.6 Annual leave should be applied for at least one month in advance wherever reasonably practicable. The employee will notify the Company as soon as possible providing maximum notice on the written application form. The Company will respond to the leave application form within 14 days to allow employees to make leave arrangements.

27.7 Annual leave loading

An employee engaged in accordance with clauses 15.1 to 15.4 who proceeds on annual leave will receive a loading of 25% calculated on his/her 36 hour weekly base pay rate

27.8 Rollover of accrued annual leave

- a) The Company recognises that a reduction in employee pay rate or working hours impacts the rate of accrued annual leave. The following clauses will be implemented when there is a reduction in annualised salary as a result of a roster change being implemented.
- b) The annual leave balance accrued at the time of the rate change will be rolled over to the new reduced rate with a commensurate increase in hours, so that the total value of the accrued annual leave is unchanged.
- c) When accrued annual leave hours are rolled over the employee will be given the opportunity to cash-in the difference between the previous annual leave rate and the new rate within 3 months of the change, provided that any such cashing-in complies with the requirements of section 93 of the Fair Work Act 2009. This will be mutually agreed with the Company on an individual basis.
- d) Any balance not paid out will result in an adjustment to an employee's annual leave entitlement to increased hours.

28. PERSONAL/CARER'S LEAVE

28.1 Other than the provisions set out in this clause the provisions relating to Personal Leave and how and when it is to be taken will be in accordance with the NES. For the avoidance of doubt, NES provisions dealing with how and when personal/carer's leave is taken, including s. 98 of the Fair Work Act 2009, will apply to all personal carer's leave provided for by this Agreement, and not just the NES minimum.

28.2 Payment of personal/carer's leave will be at the annualised weekly rate, except for Casual employees engaged pursuant to clause 11.2 of this Agreement. For clarity, annualised weekly rate includes loadings and allowances described in Appendix C.

28.3 Personal/carer's leave is:

- (a) paid leave ("sick leave") taken by an employee because of a personal illness, or injury, of the employee; or
- (b) paid or unpaid leave ("carer's leave") taken by an employee to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:
 - (i) a personal illness, or injury, of the member; or
 - (ii) an unexpected emergency affecting the member.
- (c) The term "**immediate family**" of an employee includes:
 - (i) spouse (including a former spouse, a de facto spouse, same sex partner and a former de facto spouse) of the employee; and

- (ii) child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

28.4 An employee is entitled to take an amount of paid personal/carer's leave if that amount of leave is credited to the employee.

28.5 (a) All employees employed on or after 26 February 2024 will accrue 10 days/shifts of personal/carer's leave according to the employee's ordinary hours of work

(b) All employees employed before 26 February 2024 will accrue personal/carer's leave as follows:

(i) For employees with 12 months or less continuous service personal/carer's leave accrues according to the employee's ordinary hours of work.

(ii) For all other employees other than Casuals on their anniversary date each year they will be credited with 10 days/shifts paid personal leave per year.

(iii) For 12 hour shift workers, over the life of this agreement an amount of additional personal leave will be phased in such that the total 10 shifts will be accrued per annum as follows:

| 12 hour shift workers | First pay period on or after 26 Feb 2024 | Employee's individual anniversary date | First pay period on or after 26 Feb 2025 | Employee's individual anniversary date | First pay period on or after 26 Feb 2026 | Employee's individual anniversary date | Employee's individual anniversary date after 26 Feb 2027 |
|------------------------|--|--|--|--|--|--|--|
| Personal leave accrual | One additional shift (= 12h) | 7 shifts = 84h | One additional shift (= 12h) | 8 shifts = 96h | One additional shift (= 12h) | 9 shifts = 108h | 10 shifts = 120h |
| Total in the EA year | 8 shifts = 96h | | 9 shifts = 108h | | 10 shifts = 120h | | 10 shifts = 120h |

(iv) For the avoidance of doubt, the higher accrual (10 shifts = 120h for 12h shift workers) will continue to apply after 26 February 2027

28.6 Unused paid personal/carer's leave is cumulative.

28.7 An employee is not entitled to take paid sick leave for a period during which the employee is absent from work because of a personal illness, or injury, for which the employee is receiving workers' compensation. However, this clause does not apply to the extent that it is inconsistent with a provision of a law relating to workers' compensation if the provision would:

- (a) prevent an employee from taking or accruing paid personal/carer's leave during a period while the employee is receiving compensation; or

- (b) restrict the amount of paid personal/carer's leave an employee may take or accrue during such a period.
- 28.8 The employee must, as soon as reasonably practicable inform the Company of his or her inability to attend for duty and as far as practicable state the nature of the leave taken due to the injury, illness or emergency and the estimated duration of the absence.
- 28.9 When taking leave to care for members of his or her immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, the notice must include:
 - (a) the relationship to the employee of the person requiring care and support;
 - (b) the estimated length of absence.
- 28.10 When taking leave to care for members of his or her immediate family or household who are sick and require care and support, the employee must, if required by the Company, establish by production of a medical certificate or statutory declaration or hospital attendance certificate, the illness of the person concerned and that such illness requires care by the employee.
- 28.11 When taking leave to care for members of his or her immediate family or household who require care due to an unexpected emergency, the employee must, if required by the Company, establish by production of documentation acceptable to the Company or a statutory declaration or hospital attendance certificate, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.
- 28.12 An employee who is away from work on personal/carers leave or the employee is off on personal/carers leave on a day immediately before or after public holiday a medical certificate from a qualified health practitioner or hospital attendance certificate needs to be provided to the Company. Such medical certificate must state that the employee was unable to attend for duty on account of personal illness or injury.
- 28.13 Employees must, if required by the Company in any circumstances, establish by production of a medical certificate or if not reasonably practicable to provide a medical certificate a statutory declaration or hospital attendance certificate that the employee was unable to work because of injury or personal illness.
- 28.14 If an employee who is absent on approved annual leave becomes ill and subsequently provides the Company with a medical certificate confirming the employee's illness, the employee may choose to have the time specified by the medical certificate as paid personal leave rather than annual leave.
- 28.15 An employee is entitled to a period of up to 2 days unpaid carer's leave for each occasion (an "UCL permissible occasion") when a member of the employee's immediate family, or a member of the employee's household, requires care or support during such a period because of:
 - (a) a personal illness, or injury, of the member; or
 - (b) an unexpected emergency affecting the member.

Note: This entitlement to unpaid carer's leave extends to casual employees.

An employee is entitled to unpaid carer's leave only if the employee complies with the notice and documentation requirements, above, to the extent to which they apply to the employee.

28.16 An employee who is entitled to a period of unpaid carer's leave for a particular UCL permissible occasion is entitled to take the unpaid carer's leave as:

- (a) a single, unbroken, period of up to 2 days; or
- (b) any separate periods to which the employee and the Company agree.

28.17 An employee is entitled to unpaid carer's leave for a particular UCL permissible occasion during a particular period only if the employee cannot take an amount of any of the following types of paid leave during the period:

- (a) paid personal/carer's leave;
- (b) any other authorised leave of the same type as personal/carer's leave.

28.18 A period of paid personal leave does not break an employee's continuity of service.

28.19 Paid personal leave counts as service for all purposes ("paid personal leave" means paid personal/carer's leave).

28.20 A period of unpaid carer's leave does not break an employee's continuity of service. However, a period of unpaid carer's leave does not otherwise count as service except as expressly provided by or under:

- (a) a term or condition of the employee's employment; or
- (b) a law, or an instrument in force under a law of the Commonwealth or Victoria.

28.21 Leave without Pay

- (a) Leave without pay may be approved in accordance with the following guidelines:
 - (i) the employee provides satisfactory evidence of the reason for the claim;
 - (ii) the employee first takes any outstanding paid leave;
 - (iii) the employee has a well-established period of satisfactory employment performance;
 - (iv) the employee's absence fits in the with the needs of the business; and
 - (v) such leave is approved by the employee's manager
- (b) During a period of leave without pay no benefits associated with continuous service shall accrue, however the employee's period of continuous service will not be broken.

29. COMPASSIONATE LEAVE

29.1 Other than the provisions set out in this clause the provisions relating to Compassionate Leave and how and when it is to be taken will be in accordance with the NES.

29.2 Compassionate leave is paid leave for the purposes of spending time with a person who:

- (a) is a member of the employee's immediate family or a member of the employee's household; and
 - (b) has a personal illness, or injury, that poses a serious threat to his or her life; or
 - (c) after the death of a member of the employee's immediate family or a member of the employee's household.
- 29.3 An employee is entitled to a period of 3 days of compassionate leave, for each occasion (a "CL permissible occasion") when a member of the employee's immediate family or a member of the employee's household:
- (a) contracts or develops a personal illness that poses a serious threat to his or her life; or
 - (b) sustains a personal injury that poses a serious threat to his or her life.
 - (c) dies
- 29.4 However, the employee is entitled to compassionate leave only if the employee gives the Company any evidence that the Company reasonably requires of the illness, injury or death.
- 29.5 Payment of compassionate leave will be at the annualised weekly rate, except for Casual employees engaged pursuant to clause 11.2 of this Agreement. For clarity, annualised weekly rate includes loadings and allowances described in Appendix C.

30. LONG SERVICE LEAVE

- 30.1 Other than the provisions set out in this clause the provisions relating to Long Service Leave and how and when it is to be taken will be in accordance with the Victorian *Long Service Leave Act 2018*.
- 30.2 Long Service Leave accrual rate will increase prospectively, with effect from 26 February 2017, from 1 week to 1.3 weeks per year of continuous service.
- 30.3 Such leave will be granted and taken as per the provisions of the Long Service Leave Legislation in Victoria and, except as provided elsewhere in this clause, payment in lieu will not be made or accepted.
- 30.4 Long Service Leave should be applied for at least 14 calendar days in advance wherever reasonably practical. The employee will notify the Company as soon as possible providing at least the minimum notice on the written application form. The Company will respond to the leave application form within 7 business days to allow employees to make leave arrangements. If no response is received within 7 business days leave will be considered to be approved.

For the avoidance of doubt, business days means Monday – Friday, excluding Public Holidays.

31. COMMUNITY SERVICE LEAVE

- 31.1 Other than the provisions set out in this clause the provisions relating Community Service Leave and how and when it is to be taken will be in accordance with the NES.

- 31.2 An employee required to attend jury service during his/her ordinary working hours will be reimbursed by the Company an amount equal to the difference between the amount paid in respect of his/her attendance for such jury service at the average weekly rate of pay he/she would have received for ordinary hours of work in the period had he/she not been on jury service.
- 31.3 An employee will notify the Company as soon as practicable of the date upon which he/she is required to attend for jury service. Further the employee will give the Company proof of his/her attendance, the duration of such attendance, and the amount received in respect of such jury service.

32. PARENTAL LEAVE

32.1 Other than the provisions set out in this clause the provisions relating to Parental Leave and how and when it is to be taken will be in accordance with the NES.

32.2 Additional Provisions

(a) Paid Parental Leave – Primary Care Giver

After 12 months continuous service a permanent employee is entitled to up to 52 weeks' leave to become the primary-care-giver of a child, made up of four (4) weeks paid leave immediately following the birth of a child and up to 48 weeks' unpaid leave taken in accordance with the NES.

(b) Paid Parental Leave - Secondary Care Giver

After 12 months continuous service a permanent employee is entitled to up to one (1) week of paid leave at the ordinary rate of pay, immediately following the birth of a child.

33. REDUNDANCY

33.1 Other than the provisions set out in this clause the provisions relating to Redundancy will be in accordance with the NES.

33.2 Redundancies covered

(a) The redundancy provisions of this clause will apply to permanent weekly employees covered by this Agreement.

(b) This clause will not apply to casual employees.

(c) This clause does not apply to employees who may retire or leave the Company's employment for any reason other than redundancy.

33.3 Employee Support Mechanism

(a) The parties agree that it is in the best interests of everyone for work to continue as usual whilst they work throughout this process. There is also a need to support those employees who will leave the Company so that they can make that transition

as smoothly as possible. The Company will endeavour to run the following programs in a professional manner so that employees are able to gain the maximum benefit. If necessary, the Company will endeavour to provide qualified interpreters to ensure that people understand the content of the programs.

(b) The Company agrees to provide the following employee support mechanisms:

(i) **Outplacement Program**

Aim: To assist employees in coping with job loss and obtaining re-employment.

The program aims to help provide people with job search skills, but cannot guarantee re-employment. Workshops / seminars will be run by experts in small group meetings with the opportunity for spouses to attend, should they wish.

The workshops will cover:

- career assessment, skills analysis, career guidance;
- preparation of resumes
- job search, application and interview techniques
- contact with Centrelink, other Companies

During the period of notice, employees will be allowed a maximum of five days off without loss of pay to attend interviews for other employment. The time off will be at mutually agreed time and proof of attendance may be required.

(ii) **Financial Planning**

Aim: To help employees manage and optimise their financial future.

The program aims to assist people gathering information to make their own decisions. It is recognised that the Company cannot provide advice or accept responsibility for employees' decisions or affairs. Workshops/seminars for small groups will be run by experts, with the opportunity for spouses to attend.

Stages:

- Russell Super Solutions, Managers give presentation on fund rules
- financial planning with consultants
- Early estimate of superannuation and redundancy benefits
- meetings with superannuation rollover fund managers

(iii) **Retirement Planning**

- some redundant employees are at an age where they may wish to consider retirement rather than re-employment.
- seminars and/or small group workshops will be run by experts on an as needs basis to consider the special issues of retirement.

33.4 Redundancy Package

- (a) Employees will be paid four weeks' pay in lieu of notice or given four weeks' notice. Those employees aged over 45 years and with not less than two years continuous service will receive an additional weeks' notice or payment in lieu of notice.
- (b) Employees who are retrenched, will be paid four weeks' redundancy pay for the first year of service and three weeks' redundancy pay for each year of service following or part thereof.
- (c) The rate of pay on which these entitlements will be based will be the employee's ordinary time weekly base rate. For clarity these are described in either Appendix A (refer to appropriate year column) if working under the previous skill structure or Appendix B if the employee is working under the current classification structure (refer to „Base rate weekly“).

N.B In the event of any future redundancies following the approval of this Agreement, the provisions of clause 9 may be applied to clarify the application if needed.

- (d) Employees will be entitled to be paid out pro-rata annual leave and annual leave loading.
- (e) Employees will be entitled to be paid out pro-rata long service leave, applicable to their actual length of service.
- (f) Employees will be entitled to be paid out the pro-rata personal leave balance accrued throughout their service.
- (g) Employees who are retrenched will be entitled to superannuation according to the relevant funds' provisions and relevant legislation.
- (h) In addition to the above there will be an additional lump sum payment. Any loss of future benefits, such as long service leave, annual leave foregone by an employee retrenched by the Company is compensated as follows:

| | | |
|-------|-------------------------------|-------------|
| (i) | Less than 10 years' service - | \$11,607.76 |
| | or | |
| (ii) | 10 to 20 years' service - | \$19,339.29 |
| | or | |
| (iii) | 20 to 30 years' service - | \$27,079.98 |
| | or | |
| (iv) | 30 years and more service - | \$34,815.42 |
- (i) At the end of each year of the Agreement's operation the Company will increase the flat money (\$) redundancy pay amounts prescribed above (clause 33.5 h) by the percentage (%) changes in the 8 Capital Cities Consumer Price Index (CPI).

The values reflected in 33.5(h) above have been increased by CPI and are correct as at 26 February 2024.

- (j) The parties will co-operate to ensure that this provision is not abused. In the case of an increase in the level of absenteeism, the parties will confer to resolve the problem. Current arrangements to verify absences will not change.
- (k) The object at all times is to maintain existing levels of customer service.

33.5 Selection Criteria

- (a) The overriding principle in retrenching employees is that the nominations will be made with the aim of ensuring that the Company retains the people best suited to meet the needs of the business.
- (b) The following process will be used.
 - (i) The Company will call for expressions of interest from employees who wish to take a voluntary redundancy package and will indicate the number of redundancies sought in each job category.
 - (ii) The Company will compile a list of employees who wish to take a redundancy package.
 - (iii) The Company, following consultation with the delegates and representatives will then nominate the people who are to be retrenched on the basis of retaining the people best suited to meet the needs of the business.
- (c) The parties agree that should there be any disagreement in relation to this process, the Dispute Resolution Process (refer clause 9) will be followed.

33.6 Timing

- (a) Following the selection process outlined in clause 33.6, as positions become redundant, the Company will nominate those employees affected.
- (b) The Company will endeavour to provide people with as much notice as possible that their position has become redundant, so that the support mechanisms detailed in sub-clause 33.4 can be put in place. Notwithstanding this, employees will be given a minimum of four weeks' notice of redundancy.
- (c) Nothing in this clause affects the Company's right to terminate an employee's employment for valid reasons other than redundancy in accordance with this Agreement and the applicable legislation (e.g. serious misconduct).
- (d) If an employee leaves the Company's employment of his/her own volition prior to termination for redundancy and completion of any required notice period, they will forego any redundancy entitlements.

34. ACCIDENT PAY

- 34.1 Employees who are injured at work and who are receiving Workers Compensation payments will have an amount of Accident Pay made up by the Company to the following levels:

- (a) during the first 52 weeks of absence, the Accident Pay means the payment of an amount being the difference between the weekly amount of compensation paid to the employee under the relevant State legislation and:
- (b) for the first 13 weeks, the difference between the state legislation and the employee's 100% base rate for 36 hours; and
- (c) from weeks 14 to 52, the difference between the state legislation and 90% of the employees PIAWE; and
- (d) after 52 weeks, the employee will be paid in accordance with the relevant legislation.

35. SUPERANNUATION

35.1 Choice of Superannuation Fund

Employees will be provided an opportunity to make a choice of superannuation fund for the receipt of the Company's occupational superannuation contribution.

The default fund will be the Russell SuperSolution Master Trust, provided that the fund offers a MySuper product.

35.2 Basis of Calculation of Company Contribution

- (a) The Company's superannuation contribution will be calculated in accordance with the Superannuation Guarantee (Administration) Act 1992 as amended from time to time ("SGA Act").
- (b) In the case of an employee who works "regularly rostered overtime", such overtime will form part of the employee's calculation base in addition to ordinary time earnings as defined in the SGA Act. For the purpose of this clause "regularly rostered overtime" will be normal scheduled hours appearing on the prepared roster at least four weeks in advance and posted by the Company in the employee's work area. Meal allowances paid during regularly rostered overtime will also be included in such employee's calculation base for superannuation purposes.

35.3 Salary Sacrifice for Superannuation

Employees will have the option to increase superannuation contributions made on their behalf through "salary sacrifice" arrangements put in place by the Company.

36. PROTECTIVE CLOTHING AND EQUIPMENT

- 36.1 The Company will provide and maintain in good order and clean condition such protective clothing and equipment as is provided under the Company's policy. The list of items included in the Company's policy on protective clothing and equipment may be reviewed from time to time by the WCC. Protective clothing as per the policy will be issued to employees annually and not later than 1 June each year.

- 36.2 Any protective clothing and Company supplied uniforms so provided will be worn by the employees.
- 36.3 Protective clothing and other equipment will remain the property of the Company at all times and any employee applying for a new issue of any protective clothing supplied by the Company, who fails to return such clothing last issued to him, will not be entitled to a new issue without payment therefore. When an employee leaves the Company he/she will return any protective clothing or equipment which is the property of the Company if required.

37. AMENITIES/FACILITIES

- 37.1 The Company will provide the following amenities to employees:
- (a) boiling water;
 - (b) safe drinking water;
 - (c) tea, coffee and sugar;
 - (d) changing facilities; and/or
 - (e) facilities to warm and / or cook prepared meals and for washing up from meals.

38. NO EXTRA CLAIMS

- 38.1 The Company undertakes not to pursue any extra claims that are outside the scope of this Agreement. However continuous improvements in work practices and procedures within the terms of this Agreement are expected and these are not to be viewed as extra claims.
- 38.2 The employees undertake not to pursue any extra claims in relation to increases in wages or improvements in any condition of employment during the life of the Agreement whether dealt with in the Agreement or not.

39. TRANSFER OF BUSINESS

- 39.1 Where a business is transferred from a company (in this clause “the transferor”) to another company (in this clause called the “transferee”) and an employee who at the time of such transfer was an employee of the transferor in that business becomes an employee of the transferee:
- (a) the continuity of the service of the employee is deemed not to have been broken by reason of such transfer; and
 - (b) the period of service which the employee has had with the transferor is deemed to be service of the employee with the transferee.

In this clause “business” includes trade, process, business or occupation and includes part of any such business, and “transfer” includes transfer, conveyance, assignment or succession whether by agreement or by operation of law, and “transferred” has a corresponding meaning.

- 39.2 Continuous Service

- (a) For the purposes of this Agreement, "Continuous Service" means the period during which the employee has served the Company under an unbroken contract of employment.
- (b) For the purpose of calculating Continuous Service:
- (i) Unbroken service as a Regular Casual employee will be deemed to be service under an unbroken contract of employment and a Regular Casual employee's contract of employment will be deemed not to have been broken by reason of the employee's employment having changed from Regular Casual employment to part-time or full-time employment.
- (ii) a contract of employment will be deemed not to have been broken by reason only of any interruption or determination thereof, if the interruption or determination:
- has arisen directly or indirectly from an industrial dispute; or
 - (has been made by the Company by reason of slackness of trade, if the employee is re-employed by the Company within six months; or
 - has been made by the Company for any reason, if the employee resumes work with the Company within two months,
- provided that the period during which the employment has been so interrupted or determined will not be taken into account in calculating the period of service.
- (i) Periods of unpaid leave will not be taken into account in calculating the period of service.
- (iv) Where an employee enters into a contract of employment with the Company within 12 months of completing an apprenticeship with the Company, the period of apprenticeship will be taken into account for the purpose of calculating the period of their continuous service with the Company under that contract of employment.

39.3 No Duplication of Benefits

- (a) An employee will not be entitled pursuant to this clause to any form of leave or payment in lieu of leave, a redundancy payment, or any other benefit more than once in respect of any given period of service.
- (b) For the avoidance of doubt, where an employee has previously received a benefit in respect of service up to a particular date, sub-clause 39.3(a) does not prevent the employee from being eligible for benefits under this Agreement in respect of Continuous Service with the Company after that date.

40. INCOME PROTECTION INSURANCE

- 40.1 The Company will arrange for a group income protection insurance arrangement through a provider for the protection of income provided for in this Agreement. The total cost to the Company for the provision of such income protection insurance at any time will be no greater than 1.25% of the gross salary of employees covered by this Agreement (inclusive of GST and stamp duty).

- 40.2 If a change in provider or policy is proposed, it will be managed through consultation and agreement and will aim to retain or, where possible, improve on the benefits of the existing policy within the agreed costs. This includes cases where either the Union or the Company proposes that a particular policy and/or provider be used, and that policy or provider is able to retain or improve on the benefits of the existing policy within the agreed costs, then the Union or the Company will not unreasonably refuse to use that particular policy and/or provider.
The current policy is attached in Appendix E as a point of reference.
- 40.3 Any claims lodged or approved prior to the operation of this Agreement, will be managed under the previous income protection policy of the Sugar Australia – Yarraville – Enterprise Agreement 2020 as varied.

41. UNION DELEGATES AND UNION OFFICIALS

- 41.1 The Company will recognise an employee appointed as union delegate as the accredited representative of the members of that union, except where an individual member advises the Company that he or she is represented by another representative for a purpose in this Agreement. The delegate will be allowed reasonable time and resources during work hours, on notification to their manager, to handle matters affecting the employees they represent.
- 41.2 All new employees shall be introduced to the Site Union delegate and shall be afforded a maximum of 2 hours paid time during ordinary hours to discuss site issues.

42. ATTENDANCE AT UNION MEETINGS / TRAINING

- 42.1 The parties agree that there is merit in employee representatives receiving training in the role of union delegates provided that the parties agree that the course content is appropriate and relevant to the delegate. In addition, there may be times when it is relevant for delegates to attend meetings off site. Where such training or meetings receives prior approval by the Company, and does not interfere with business requirements, the delegate will attend the course/meeting without loss of pay. If the training or meetings occurs on a day when the union delegate is not normally rostered on to work, the union delegate will receive Time off in lieu at the rate of single time.
- 42.2 The maximum allowable paid time under this clause will be 5 days per delegate per year. This entitlement is not cumulative.
- 42.3 If these meetings are held outside of normal work hours, union delegates will be paid at ordinary rates of pay, provided their attendance at these meetings has been at the request of the Company. The Company will not pay delegates when called in outside of their normal hours by union members
- 42.4 This allowable paid time will be limited to 2 delegates, however delegates may elect to transfer their allowable paid time to another delegate

43. ATTENDANCE AT HEALTH AND SAFETY REPRESENTATIVE (HSR) TRAINING

The company has obligations under sections 67 and 69 of the Occupational Health and Safety Act (2004) to release appointed HSRs for mandatory training with pay. In addition,

there may be times when it is relevant for HSRs to attend non-mandatory training off site. Where such training receives prior approval by the Company, and does not interfere with business requirements, the HSR will attend the training without loss of pay. If the training occurs on a day when the HSR is not normally rostered on to work, the HSR will receive Time off in lieu at the rate of single time. The Company will not unreasonably withhold approval.

44. OPERATOR MAINTAINER

The parties are committed to implementing an Operator-Maintainer classification in order to create a framework for this new classification within the existing operator model. This classification will provide a framework for the development of training, up skilling and utilisation of employees that gain or hold a relevant maintenance related trade qualification to support the business needs. The WCC will be active to develop and introduce the clause during the life of the Agreement, with the intention to have the Clause in place within the life of the Agreement.

45. PACKING CLASSIFICATION CHANGES

45.1 In line with various training clauses in this agreement, the parties are committed to continuing to review the current Packing Classification structure as described in Appendix B(ii) and implementing any agreed changes to the Packing Classification Structure .
The objective of the review is to:

- (a) Ensure that training is done to a high standard, is aligned with operational needs and follows the prescribed competency based sign-off process
- (b) Review the mix of packing machines/areas within the classification structure to align with current and future operational needs, to remove the barriers to classification advancement and improve the incentive for employees to undertake training.

45.2 The parties agree to the following:

A committee comprising members of the Packing Management team and Packing Employee representatives will be appointed by the WCC to conduct monitoring of the packing classification review process

- (a) No employee will be worse off as a result of any classification changes that arise from this review.
- (b) Implementation of any agreed changes will occur as soon as reasonably practicable.
- (c) If the parties are in dispute concerning this clause, the parties agree to follow the process set out in Clause 9 of the Agreement, 'Procedures for the Avoidance of Grievances or Disputes'

46. LEAVE TO DEAL WITH FAMILY AND DOMESTIC VIOLENCE

This clause applies to all employees, including casuals.

Definitions

- (a) In this clause:

family and domestic violence means violent, threatening or other abusive behaviour by a family member of an employee that seeks to coerce or control the employee and that causes them harm or to be fearful.

family member means:

- (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
 - (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; or
 - (iii) a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.
- (b) A reference to a spouse or de facto partner in the definition of family member in clause 44.2(a) includes a former spouse or de facto partner.

Entitlement to paid leave

An employee experiencing family violence may have access to his/her accrued paid personal leave for medical or related appointments related to domestic violence. This leave may be taken as consecutive days, single days or as part days with approval by the employer

An employee shall also be entitled to 10 days' paid leave to deal with family and domestic violence, as follows:

- (a) the leave is available in full at the start of each 12 month period of the employee's employment; and
- (b) the leave does not accumulate from year to year; and
- (c) is available in full to part-time and casual employees.

Note:

1. A period of leave to deal with family and domestic violence may be less than a day by agreement between the employee and the employer.
2. The employer and employee may agree that the employee may take more than 10 days' unpaid leave to deal with family and domestic violence.

Taking paid leave

An employee may take paid leave to deal with family and domestic violence if the employee:

- (a) is experiencing family and domestic violence; and
- (b) needs to do something to deal with the impact of the family and domestic violence and it is impractical for the employee to do that thing outside their ordinary hours of work.

Note: The reasons for which an employee may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services.

Service and continuity

The time an employee is on paid leave to deal with family and domestic violence does count as service but does not break the employee's continuity of service.

Notice and evidence requirements

(a) Notice

An employee must give their employer notice of the taking of leave by the employee under this clause. The notice:

- (i) must be given to the employer as soon as practicable (which may be a time after the leave has started); and
- (ii) must advise the employer of the period, or expected period, of the leave.

(b) Evidence

An employee who has given their employer notice of the taking of leave under this clause must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in this clause.

Note: Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.

Confidentiality

- (a) Employers must take steps to ensure information concerning any notice an employee has given, or evidence an employee has provided under clause 44.7 is treated confidentially, as far as it is reasonably practicable to do so.
- (b) Nothing in clause prevents an employer from disclosing information provided by an employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the employee or another person.

Note: Information concerning an employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the employee. Employers should consult with such employees regarding the handling of this information.

Compliance

An employee is not entitled to take leave under this clause unless the employee complies with the requirements of this clause.

47. SHIP DISCHARGE ALLOWANCE

The Company will pay employees an allowance equivalent to 20 per cent of their base hourly rate of pay for each hour that they spend discharging a raw sugar ship outside of regularly rostered working hours (the Discharge Allowance) and there is no Team Leader on site.

- i) The Discharge Allowance is paid to compensate employees for developing and applying skills to enhance the site emergency response system, including but not limited to:
 - Processes for discovery of an emergency
 - Communication
 - Evacuation
 - Operation of emergency systems (eg Fire panels, containment systems, spill kits etc)
 - Liaison with Emergency services
 - Completion of observations / information checklists
 - Debrief
- ii) The skills to be applied cover response to Potential Emergency / Incidents / Events identified that may threaten life, property or the environment, including but not limited to:
 - Medical Incident/Emergency
 - Dust Explosion
 - Fire
 - Confined Space Incident/Emergency
 - Work at Heights Incident/Emergency
 - Chemical / Fuel Spill
 - Product Spill
 - Natural Gas Leak
 - LPG Gas Tank Leak
 - Ammonia Leak
 - Power Failure
 - Neighbouring Site Fire/Explosion
 - Neighbouring Site Chemical Spill
 - Port of Melbourne Incident/Emergency
 - Terrorist Threat/Bomb Threat
- iii) Ongoing training of, and demonstration of competencies around operation of site emergency response processes by eligible employees are eligibility requirements for the payment of the Discharge Allowance.
- iv) The Discharge Allowance is deemed to be paid on regularly rostered overtime for the purpose of clause 35.2(b) of the 2020 Agreement and, as such, will form part of an employee's calculation base for superannuation purposes.

48. RENEGOTIATION OF AGREEMENT

The Parties will commence bargaining for a replacement agreement 6 (six) months before the nominal expiry date of the Agreement.

49. SIGNATORIES TO AGREEMENT

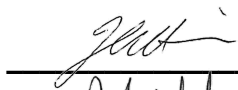
The signatories below accept the terms of the Agreement and endorse its terms:

For the Company

Signatory Name: Jason Hill

Signatory Address: 265 Whitehall street, Yarraville, VIC

Basis of signatory's authority to sign the Agreement Operations Manager

Signature:  Date: 24/05/2024

Witnessed by:  Peter Whitmore 24/05/2024


For the Australian Workers Union

Signatory Name: Ronnie Hayden

Signatory Address: 685 Spencer Street, West Melbourne, Victoria, 3003.

Basis of signatory's authority to sign the Agreement Branch Secretary, AWU Victorian Branch.

Signature:  Date: 28 May 2024

Witnessed by:  Elizabeth Hill - 28 May 2024

50. APPENDIX A - Wage Rates – Previous Skill Structure

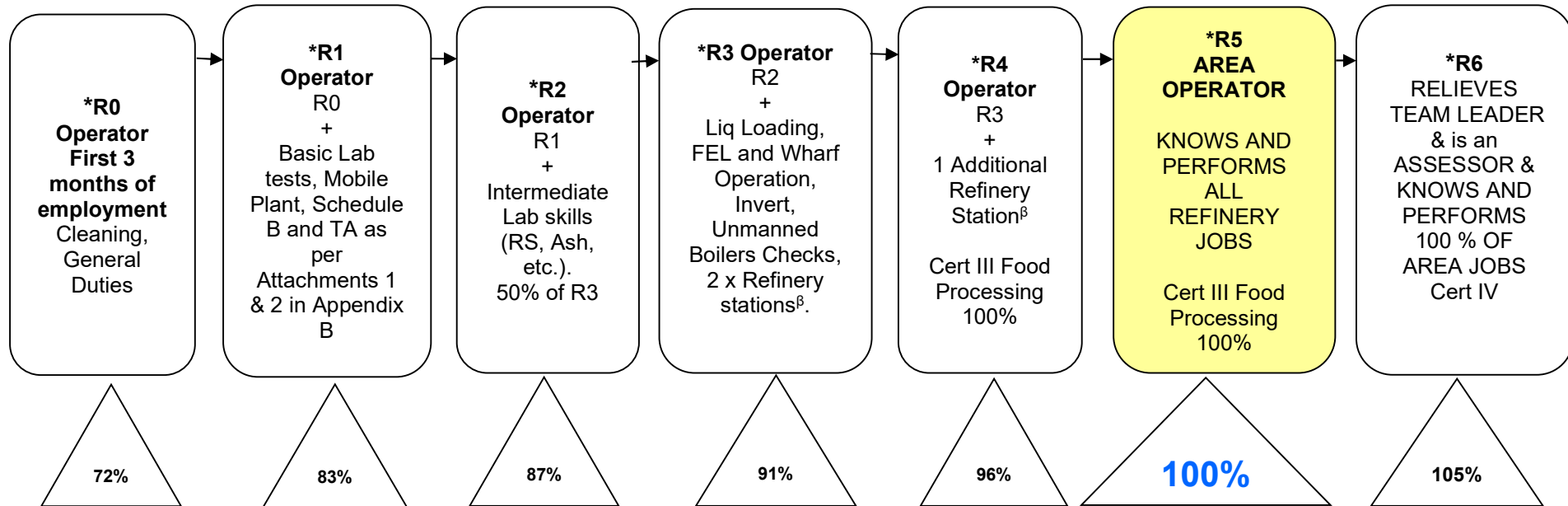
The table below reflects the previous skill structure updated for 36 hour weekly base pay rates during the life of this Agreement. This structure is maintained only for those people who chose to remain at their current skill level. Any skill progression must be done under the new competency based skill structure

Table deleted as the wage details are incorporated into the Wage tables in Appendix B

Note: The pay & structure as above is only for those who have not transferred to the current structure. If at any time in the future some areas of the site reverted to 8 hour shifts, then the current Classification Structure & Grades of pay etc. as per Appendix C will remain effective for those people who signed onto the current structure. As under the old structure multi-skills are still payable (refer Appendix D).

51. APPENDIX B i) Competency Based Skill Structure - Refinery

REFINERY STRUCTURE 2024 Agreement



Notes:

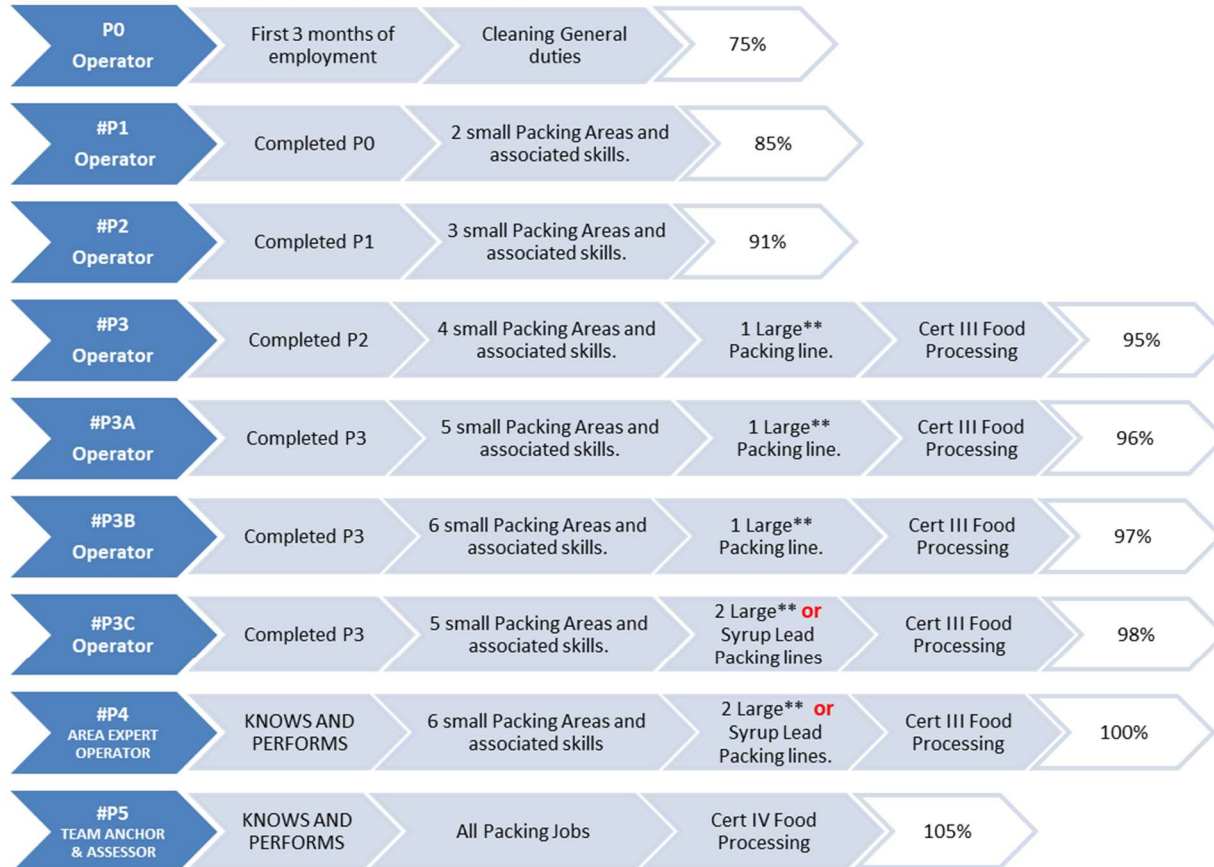
*Or any new job that is deemed no more complicated by an independent body when compared to those within current grade.

^β Refinery Stations- Decolourisations, Fugals, Pans, Refined Sugar Station

The requirement to move up to the next classification level, the employee will be deemed competent by assessment

52. APPENDIX B ii) Competency Based Skill Structure - Packing

PACKING STRUCTURE Agreement 2024 Updated to reflect Packing Classification Review (Clause 45)



| | |
|--------------------------|--|
| # Levels | Will include any new future Lines / Skills that are deemed no more complicated by an independent body when compared to those within current grade. |
| P3 | Requires attainment of Certificate III in Food Processing To progress to the next classification level requires Operators to be deemed competent by assessment. |
| **Small Area | IBC, IPL, B&B, Sticks, Warehouse, Syrup Assist, Syrup Industrial, Brown Industrial |
| ** Large Area | Retail Brown, Retail Icing, Syrup Retail |
| ** Syrup Lead | Retail Syrup, Industrial Syrup, Changeovers without assistance, Set-up, Co-ordination |
| *** Other general duties | Refer Schedule B in Appendix B, Attachment 1 |

APPENDIX B – ATTACHMENT 1: SCHEDULE B

The schematic in Appendix B (I & ii) outlines all normal work associated with refining sugar. This section covers some additional expectations that can come under a 8 or 12 hour shift roster:

1. Painting

- Operators to work as specified below:
 - o Surface preparation
 - o General painting internal/external - building & equipment to a height of up to 2 metres.
 - o Cleaning & maintenance of painting equipment

2. Maintenance

- Plant isolation
- Plant de-isolation
- Responsibility for process isolation log book
- Operators to work as trades assistants:
 - o minor engineering - (training provided)
 - o lubrication - (training required)

3. Cleaning

- Cleaning forms part of the normal duties for each operator during the normal running hours of the refinery. Not restricted to shutdown
- All forms of internal & external cleaning of plant: includes floors, walls, tanks, vessels etc. (training to be provided)
 - o Assisting with associated risk assessments
 - o Assisting with writing Job Safety Analysis (JSA)
 - o Assisting with development of isolation checklists to allow cleaning to proceed
 - o Assisting with development of Scope of Works and Job checklists for scheduled cleaning jobs

4. Removal of redundant equipment

- e.g., removal of redundant pipe work

5. Stocktake

- process materials
- process stocks

6. Work permit sign off

- for their designated plant operators issue and receipt work permits to maintenance or contractors after adequate training has been provided.

7. Std operating Procedure ownership

- Review and update when and where applicable
- Development of new SOP's relating to process robustness

APPENDIX B – ATTACHMENT 2: TRADES ASSISTANTS

Operator Assessment for working as Maintenance Trades Assistants in the Refinery.

| | Key Tasks |
|----|---|
| 1 | Work safely and perform general housekeeping duties. Carry out work in accordance with company policy and procedures and legislative requirements. |
| 2 | Work with Trades person with minimum supervision. |
| 3 | Calculate length, area, diameter and volume using fractions and decimals. |
| 4 | Perform operational maintenance, where replacements may include fluids and lubricants, spades and hoses. Adjustments are of a limited nature and include replacing bolts & nuts and routing cleaning etc. |
| 5 | Operate load shifting equipment such as, ride on fork lifts / pallet trucks etc., ensuring equipment is operated to manufacturers recommended procedures and safe working loads to regulatory and legislative requirements. |
| 6 | Operate moving / shifting equipment includes hand Trolley, Wheel Barrows, Motorised / hand pallet trucks (not sit on), Hand carts etc. safely. |
| 7 | Use pre- set comparison devices such as tapes & rulers to measure length, size etc. |
| 8 | Demonstrate understanding OHS legislation as it applies in the workplace utilising the basic OHS principles of hazard identification assessment and control. |
| 9 | Work safely in confined spaces and with chemicals such as Caustic solutions, Lime, solvents and sugar dust etc. |
| 10 | Use a variety of hand tools as required for maintenance work |
| 11 | Basic knowledge of the operation of Engineering store, stock withdrawal procedure etc. |
| 12 | Valid Confined Space Permit to work in Confined Spaces |

53. APPENDIX C – Salary Calculation Tables (Excl. Superannuation) 2024-2026

Refinery Classification Structures

| 26-Feb-24 Increase: 4.00% 1.0400 REFINERY DAY WORKERS 15.1 | | | | | | | | | |
|--|-------|-----------------------|-----------------|------------------|--|---------------------------------|--|---|---|
| Team | Grade | Base rate Description | P4 datum point. | Base Rate Weekly | Annualised Rate Weekly (excluding super) | Base Rate Hourly (36 hour week) | Clause 27.7 AL of 144 hours loading 25% of base rate | Total wage (annualised) before allowances | Total wage (annualised) with allowances |
| Refinery | R6 | BGR6 | 105% | \$2,043.05 | \$2,082.34 | \$56.75 | \$2,043 | \$106,239 | \$108,282 |
| Refinery | R5 | BGR5 | 100% | \$1,945.76 | \$1,983.18 | \$54.05 | \$1,946 | \$101,180 | \$103,126 |
| Refinery | R4.5 | GD8C | - | \$1,923.94 | \$1,960.93 | \$53.44 | \$1,924 | \$100,045 | \$101,969 |
| Refinery | R4 | BGR4 | 96% | \$1,867.93 | \$1,903.86 | \$51.89 | \$1,868 | \$97,133 | \$99,000 |
| Refinery | JG8 | GP4 | - | \$1,862.18 | \$1,897.99 | \$51.73 | \$1,862 | \$96,833 | \$98,696 |
| Refinery | R3 | BGR3 | 91% | \$1,770.65 | \$1,804.70 | \$49.18 | \$1,771 | \$92,074 | \$93,844 |
| Refinery | JG7 | BGR7 | - | \$1,767.37 | \$1,801.36 | \$49.09 | \$1,767 | \$91,903 | \$93,671 |
| Refinery | R2 | BGR2 | 87% | \$1,692.81 | \$1,725.37 | \$47.02 | \$1,693 | \$88,026 | \$89,719 |
| Refinery | R1 | BGR1 | 83% | \$1,614.98 | \$1,646.04 | \$44.86 | \$1,615 | \$83,979 | \$85,594 |
| Refinery | R0 | BGR0 | 72% | \$1,400.95 | \$1,427.89 | \$38.92 | \$1,401 | \$72,849 | \$74,250 |

| 26-Feb-25 Increase: 4.00% 1.0400 REFINERY DAY WORKERS 15.1 | | | | | | | | | |
|--|-------|-----------------------|-----------------|------------------|--|---------------------------------|--|--------------------------------|------------------------------|
| Team | Grade | Base rate Description | P4 datum point. | Base Rate Weekly | Annualised Rate Weekly (excluding super) | Base Rate Hourly (36 hour week) | Clause 27.7 AL of 144 hours loading 25% of base rate | Total wage (annualised) before | Total wage (annualised) with |
| Refinery | R6 | BGR6 | 105% | \$2,124.77 | \$2,165.64 | \$59.02 | \$2,125 | \$110,488 | \$112,613 |
| Refinery | R5 | BGR5 | 100% | \$2,023.59 | \$2,062.51 | \$56.21 | \$2,024 | \$105,227 | \$107,251 |
| Refinery | R4.5 | GD8C | - | \$2,000.89 | \$2,039.37 | \$55.58 | \$2,001 | \$104,046 | \$106,047 |
| Refinery | R4 | BGR4 | 96% | \$1,942.65 | \$1,980.01 | \$53.96 | \$1,943 | \$101,018 | \$102,961 |
| Refinery | JG8 | GP4 | - | \$1,936.67 | \$1,973.91 | \$53.80 | \$1,937 | \$100,707 | \$102,643 |
| Refinery | R3 | BGR3 | 91% | \$1,841.47 | \$1,876.88 | \$51.15 | \$1,841 | \$95,757 | \$97,598 |
| Refinery | JG7 | BGR7 | - | \$1,838.06 | \$1,873.41 | \$51.06 | \$1,838 | \$95,579 | \$97,417 |
| Refinery | R2 | BGR2 | 87% | \$1,760.53 | \$1,794.38 | \$48.90 | \$1,761 | \$91,547 | \$93,308 |
| Refinery | R1 | BGR1 | 83% | \$1,679.58 | \$1,711.88 | \$46.66 | \$1,680 | \$87,338 | \$89,018 |
| Refinery | R0 | BGR0 | 72% | \$1,456.99 | \$1,485.01 | \$40.47 | \$1,457 | \$75,763 | \$77,220 |

| 26-Feb-25 Increase: 4.00% 1.0400 REFINERY DAY WORKERS 15.1 | | | | | | | | | |
|--|-------|-----------------------|-----------------|------------------|--|---------------------------------|--|--------------------------------|------------------------------|
| Team | Grade | Base rate Description | P4 datum point. | Base Rate Weekly | Annualised Rate Weekly (excluding super) | Base Rate Hourly (36 hour week) | Clause 27.7 AL of 144 hours loading 25% of base rate | Total wage (annualised) before | Total wage (annualised) with |
| Refinery | R6 | BGR6 | 105% | \$2,124.77 | \$2,165.64 | \$59.02 | \$2,125 | \$110,488 | \$112,613 |
| Refinery | R5 | BGR5 | 100% | \$2,023.59 | \$2,062.51 | \$56.21 | \$2,024 | \$105,227 | \$107,251 |
| Refinery | R4.5 | GD8C | - | \$2,000.89 | \$2,039.37 | \$55.58 | \$2,001 | \$104,046 | \$106,047 |
| Refinery | R4 | BGR4 | 96% | \$1,942.65 | \$1,980.01 | \$53.96 | \$1,943 | \$101,018 | \$102,961 |
| Refinery | JG8 | GP4 | - | \$1,936.67 | \$1,973.91 | \$53.80 | \$1,937 | \$100,707 | \$102,643 |
| Refinery | R3 | BGR3 | 91% | \$1,841.47 | \$1,876.88 | \$51.15 | \$1,841 | \$95,757 | \$97,598 |
| Refinery | JG7 | BGR7 | - | \$1,838.06 | \$1,873.41 | \$51.06 | \$1,838 | \$95,579 | \$97,417 |
| Refinery | R2 | BGR2 | 87% | \$1,760.53 | \$1,794.38 | \$48.90 | \$1,761 | \$91,547 | \$93,308 |
| Refinery | R1 | BGR1 | 83% | \$1,679.58 | \$1,711.88 | \$46.66 | \$1,680 | \$87,338 | \$89,018 |
| Refinery | R0 | BGR0 | 72% | \$1,456.99 | \$1,485.01 | \$40.47 | \$1,457 | \$75,763 | \$77,220 |

| 26-Feb-24 | | Increase: 4.0% | | 1.040 | | REFINERY ALLOWANCE CALCULATION 15.3 (12hr, 5 day) | | | | | | | |
|-----------|------|----------------|-----------------|------------------|--|---|--|---|---|--|-----------------|---|---|
| Team | | Grade | R5 datum point. | Base Rate Weekly | Annualised Rate Weekly (excluding super) | Base Rate Hourly (36 hour week) | Clause 15.3 36 hr week + 2 hours at time and half to make up to 38 hours | Clause 15.3 36 hr week + 2 hours double time to make up to 40 hours | Clause 17.3 Shift allowances 11.67% based on 36 hour week | Clause 27.7 AL of 160 hours loading 25% of base rate | Total Allowance | Total wage (annualised) before allowances | Total wage (annualised) with allowances |
| Refinery | | R6 | 105% | \$2,043.05 | \$2,722.39 | \$56.75 | \$8,853 | \$11,804 | \$12,398 | \$2,270 | \$35,326 | \$106,239 | \$141,564 |
| Refinery | GR5 | R5 | 100% | \$1,945.76 | \$2,592.75 | \$54.05 | \$8,432 | \$11,242 | \$11,808 | \$2,162 | \$33,643 | \$101,180 | \$134,823 |
| Refinery | GD8C | R4.5 | - | \$1,923.94 | \$2,563.67 | \$53.44 | \$8,337 | \$11,116 | \$11,675 | \$2,138 | \$33,266 | \$100,045 | \$133,311 |
| Refinery | GR4 | R4 | 96% | \$1,867.93 | \$2,489.04 | \$51.89 | \$8,094 | \$10,793 | \$11,335 | \$2,075 | \$32,298 | \$97,133 | \$129,430 |
| Refinery | GP4 | JG8 | - | \$1,862.18 | \$2,481.38 | \$51.73 | \$8,069 | \$10,759 | \$11,300 | \$2,069 | \$32,198 | \$96,833 | \$129,032 |
| Refinery | GRB3 | R3 | 91% | \$1,770.65 | \$2,359.41 | \$49.18 | \$7,673 | \$10,230 | \$10,745 | \$1,967 | \$30,616 | \$92,074 | \$122,689 |
| Refinery | | JG7 | - | \$1,767.37 | \$2,355.04 | \$49.09 | \$7,659 | \$10,211 | \$10,725 | \$1,964 | \$30,559 | \$91,903 | \$122,462 |
| Refinery | GRB2 | R2 | 87% | \$1,692.81 | \$2,255.70 | \$47.02 | \$7,336 | \$9,781 | \$10,273 | \$1,881 | \$29,270 | \$88,026 | \$117,296 |
| Refinery | GRB1 | R1 | 83% | \$1,614.98 | \$2,151.99 | \$44.86 | \$6,998 | \$9,331 | \$9,800 | \$1,794 | \$27,924 | \$83,979 | \$111,903 |
| Refinery | GRB0 | R0 | 72% | \$1,400.95 | \$1,866.78 | \$38.92 | \$6,071 | \$8,094 | \$8,502 | \$1,557 | \$24,223 | \$72,849 | \$97,073 |

| 26-Feb-25 | | Increase: 4.0% | | 1.040 | | REFINERY ALLOWANCE CALCULATION 15.3 (12hr, 5 day) | | | | | | | |
|-----------|------|----------------|-----------------|------------------|--|---|--|---|---|--|-----------------|---|---|
| Team | | Grade | R5 datum point. | Base Rate Weekly | Annualised Rate Weekly (excluding super) | Base Rate Hourly (36 hour week) | Clause 15.3 36 hr week + 2 hours at time and half to make up to 38 hours | Clause 15.3 36 hr week + 2 hours double time to make up to 40 hours | Clause 17.3 Shift allowances 11.67% based on 36 hour week | Clause 27.7 AL of 160 hours loading 25% of base rate | Total Allowance | Total wage (annualised) before allowances | Total wage (annualised) with allowances |
| Refinery | | R6 | 105% | \$2,124.77 | \$2,831.29 | \$59.02 | \$9,207 | \$12,276 | \$12,894 | \$2,361 | \$36,739 | \$110,488 | \$147,227 |
| Refinery | GR5 | R5 | 100% | \$2,023.59 | \$2,696.46 | \$56.21 | \$8,769 | \$11,692 | \$12,280 | \$2,248 | \$34,989 | \$105,227 | \$140,216 |
| Refinery | GD8C | R4.5 | - | \$2,000.89 | \$2,666.21 | \$55.58 | \$8,671 | \$11,561 | \$12,142 | \$2,223 | \$34,597 | \$104,046 | \$138,643 |
| Refinery | GR4 | R4 | 96% | \$1,942.65 | \$2,588.61 | \$53.96 | \$8,418 | \$11,224 | \$11,789 | \$2,159 | \$33,590 | \$101,018 | \$134,608 |
| Refinery | GP4 | JG8 | - | \$1,936.67 | \$2,580.63 | \$53.80 | \$8,392 | \$11,190 | \$11,752 | \$2,152 | \$33,486 | \$100,707 | \$134,193 |
| Refinery | GRB3 | R3 | 91% | \$1,841.47 | \$2,453.78 | \$51.15 | \$7,980 | \$10,640 | \$11,175 | \$2,046 | \$31,840 | \$95,757 | \$127,597 |
| Refinery | | JG7 | - | \$1,838.06 | \$2,449.24 | \$51.06 | \$7,965 | \$10,620 | \$11,154 | \$2,042 | \$31,781 | \$95,579 | \$127,361 |
| Refinery | GRB2 | R2 | 87% | \$1,760.53 | \$2,345.92 | \$48.90 | \$7,629 | \$10,172 | \$10,684 | \$1,956 | \$30,441 | \$91,547 | \$121,988 |
| Refinery | GRB1 | R1 | 83% | \$1,679.58 | \$2,238.07 | \$46.66 | \$7,278 | \$9,704 | \$10,192 | \$1,866 | \$29,041 | \$87,338 | \$116,379 |
| Refinery | GRB0 | R0 | 72% | \$1,456.99 | \$1,941.45 | \$40.47 | \$6,314 | \$8,418 | \$8,842 | \$1,619 | \$25,192 | \$75,763 | \$100,956 |

| 26-Feb-26 Increase: 2.0% | | | 1.020 | | REFINERY ALLOWANCE CALCULATION 15.3 (12hr, 5 day) | | | | | | | | |
|--------------------------|------|-------|-----------------|------------------|---|---------------------------------|--|---|---|--|-----------------|---|---|
| Team | | Grade | R5 datum point. | Base Rate Weekly | Annualised Rate Weekly (excluding super) | Base Rate Hourly (36 hour week) | Clause 15.3 36 hr week + 2 hours at time and half to make up to 38 hours | Clause 15.3 36 hr week + 2 hours double time to make up to 40 hours | Clause 17.3 Shift allowances 11.67% based on 36 hour week | Clause 27.7 AL of 160 hours loading 25% of base rate | Total Allowance | Total wage (annualised) before allowances | Total wage (annualised) with allowances |
| Refinery | | R6 | 105% | \$2,167.27 | \$2,887.91 | \$60.20 | \$9,392 | \$12,522 | \$13,152 | \$2,408 | \$37,473 | \$112,698 | \$150,171 |
| Refinery | GR5 | R5 | 100% | \$2,064.07 | \$2,750.39 | \$57.34 | \$8,944 | \$11,926 | \$12,526 | \$2,293 | \$35,689 | \$107,331 | \$143,020 |
| Refinery | GD8C | R4.5 | - | \$2,040.91 | \$2,719.54 | \$56.69 | \$8,844 | \$11,792 | \$12,385 | \$2,268 | \$35,289 | \$106,127 | \$141,416 |
| Refinery | GR4 | R4 | 96% | \$1,981.50 | \$2,640.38 | \$55.04 | \$8,587 | \$11,449 | \$12,025 | \$2,202 | \$34,261 | \$103,038 | \$137,300 |
| Refinery | GP4 | JG8 | - | \$1,975.40 | \$2,632.25 | \$54.87 | \$8,560 | \$11,413 | \$11,988 | \$2,195 | \$34,156 | \$102,721 | \$136,877 |
| Refinery | GRB3 | R3 | 91% | \$1,878.30 | \$2,502.86 | \$52.18 | \$8,139 | \$10,852 | \$11,398 | \$2,087 | \$32,477 | \$97,672 | \$130,149 |
| Refinery | | JG7 | - | \$1,874.83 | \$2,498.23 | \$52.08 | \$8,124 | \$10,832 | \$11,377 | \$2,083 | \$32,417 | \$97,491 | \$129,908 |
| Refinery | GRB2 | R2 | 87% | \$1,795.74 | \$2,392.84 | \$49.88 | \$7,782 | \$10,375 | \$10,897 | \$1,995 | \$31,049 | \$93,378 | \$124,428 |
| Refinery | GRB1 | R1 | 83% | \$1,713.18 | \$2,282.83 | \$47.59 | \$7,424 | \$9,898 | \$10,396 | \$1,904 | \$29,622 | \$89,085 | \$118,707 |
| Refinery | GRB0 | R0 | 72% | \$1,486.13 | \$1,980.28 | \$41.28 | \$6,440 | \$8,587 | \$9,018 | \$1,651 | \$25,696 | \$77,279 | \$102,975 |

Packing & Warehouse Classification Structures

| 26-Feb-24 Increase: 4.00% 1.0400 PACKING & WAREHOUSE DAY WORKERS 15.1 (36hr week) | | | | | | | | | |
|---|----------|--------|-----------------|------------------|--|---------------------------------|--|---|---|
| Team | Grade | | P4 datum point. | Base Rate Weekly | Annualised Rate Weekly (excluding super) | Base Rate Hourly (36 hour week) | Clause 27.7 AL of 144 hours loading 25% of base rate | Total wage (annualised) before allowances | Total wage (annualised) with allowances |
| Packing | P5 | BGP5 | 105% | \$1,955.66 | \$1,993.27 | \$54.32 | \$1,956 | \$101,694 | \$103,650 |
| Packing | P4 | BGP4 | 100% | \$1,862.53 | \$1,898.35 | \$51.74 | \$1,863 | \$96,852 | \$98,714 |
| Packing | G7+2 | BGP7 | - | \$1,784.66 | \$1,818.98 | \$49.57 | \$1,785 | \$92,802 | \$94,587 |
| Packing | G7+1 | BGP7 | - | \$1,775.84 | \$1,809.99 | \$49.33 | \$1,776 | \$92,344 | \$94,120 |
| Packing | G7 | BGP7 | - | \$1,767.23 | \$1,801.22 | \$49.09 | \$1,767 | \$91,896 | \$93,663 |
| Packing | P3C | | 98% | \$1,825.28 | \$1,860.39 | \$50.70 | \$1,825 | \$94,915 | \$96,740 |
| Packing | P3B | | 97% | \$1,806.66 | \$1,841.40 | \$50.18 | \$1,807 | \$93,946 | \$95,753 |
| Packing | P3A | | 96% | \$1,788.03 | \$1,822.42 | \$49.67 | \$1,788 | \$92,978 | \$94,766 |
| Packing | P3 | BGP3 | 95% | \$1,769.41 | \$1,803.44 | \$49.15 | \$1,769 | \$92,009 | \$93,779 |
| Packing | G5+3% | BGP5 | - | \$1,702.39 | \$1,735.13 | \$47.29 | \$1,702 | \$88,524 | \$90,227 |
| Packing | G5+1%+3% | BGP5 | - | \$1,702.39 | \$1,735.13 | \$47.29 | \$1,702 | \$88,524 | \$90,227 |
| Packing | P2 | BGP2 | 91% | \$1,694.91 | \$1,727.50 | \$47.08 | \$1,695 | \$88,135 | \$89,830 |
| Packing | P1 | BGP1 | 85% | \$1,583.15 | \$1,613.60 | \$43.98 | \$1,583 | \$82,324 | \$83,907 |
| Packing | P0 | BGP0 | 75% | \$1,396.90 | \$1,423.76 | \$38.80 | \$1,397 | \$72,639 | \$74,036 |
| Packing | BRGD5P | BRGD5P | | \$1,828.09 | \$1,863.24 | \$50.78 | \$1,828 | \$95,061 | \$96,889 |
| Packing | | BGD5 | | \$1,645.57 | \$1,677.22 | \$45.71 | \$1,646 | \$85,570 | \$87,215 |
| Packing | P3 +1 | GPB3+1 | | \$1,787.09 | \$1,821.46 | \$49.64 | \$1,787 | \$92,929 | \$94,716 |

| 26-Feb-25 Increase: 4.00% 1.0400 PACKING & WAREHOUSE DAY WORKERS 15.1 (36hr week) | | | | | | | | | |
|---|----------|--------|-----------------|------------------|--|---------------------------------|--|---|---|
| Team | Grade | | P4 datum point. | Base Rate Weekly | Annualised Rate Weekly (excluding super) | Base Rate Hourly (36 hour week) | Clause 27.7 AL of 144 hours loading 25% of base rate | Total wage (annualised) before allowances | Total wage (annualised) with allowances |
| Packing | P5 | BGP5 | 105% | \$2,033.89 | \$2,073.00 | \$56.50 | \$2,034 | \$105,762 | \$107,796 |
| Packing | P4 | BGP4 | 100% | \$1,937.04 | \$1,974.29 | \$53.81 | \$1,937 | \$100,726 | \$102,663 |
| Packing | G7+2 | BGP7 | - | \$1,856.04 | \$1,891.74 | \$51.56 | \$1,856 | \$96,514 | \$98,370 |
| Packing | G7+1 | BGP7 | - | \$1,846.88 | \$1,882.39 | \$51.30 | \$1,847 | \$96,038 | \$97,884 |
| Packing | G7 | BGP7 | - | \$1,837.92 | \$1,873.27 | \$51.05 | \$1,838 | \$95,572 | \$97,410 |
| Packing | P3C | | 98% | \$1,898.30 | \$1,934.80 | \$52.73 | \$1,898 | \$98,711 | \$100,610 |
| Packing | P3B | | 97% | \$1,878.93 | \$1,915.06 | \$52.19 | \$1,879 | \$97,704 | \$99,583 |
| Packing | P3A | | 96% | \$1,859.55 | \$1,895.32 | \$51.65 | \$1,860 | \$96,697 | \$98,556 |
| Packing | P3 | BGP3 | 95% | \$1,840.18 | \$1,875.57 | \$51.12 | \$1,840 | \$95,690 | \$97,530 |
| Packing | G5+3% | BGP5 | - | \$1,770.49 | \$1,804.53 | \$49.18 | \$1,770 | \$92,065 | \$93,836 |
| Packing | G5+1%+3% | BGP5 | - | \$1,770.49 | \$1,804.53 | \$49.18 | \$1,770 | \$92,065 | \$93,836 |
| Packing | P2 | BGP2 | 91% | \$1,762.70 | \$1,796.60 | \$48.96 | \$1,763 | \$91,661 | \$93,423 |
| Packing | P1 | BGP1 | 85% | \$1,646.48 | \$1,678.14 | \$45.74 | \$1,646 | \$85,617 | \$87,263 |
| Packing | P0 | BGP0 | 75% | \$1,452.78 | \$1,480.72 | \$40.35 | \$1,453 | \$75,544 | \$76,997 |
| Packing | BRGD5P | BRGD5P | | \$1,901.21 | \$1,937.77 | \$52.81 | \$1,901 | \$98,863 | \$100,764 |
| Packing | | BGD5 | | \$1,711.39 | \$1,744.30 | \$47.54 | \$1,711 | \$88,992 | \$90,704 |
| Packing | P3 +1 | GPB3+1 | | \$1,858.58 | \$1,894.32 | \$51.63 | \$1,859 | \$96,646 | \$98,505 |

| 26-Feb-26 Increase: 2.00% 1.0200 PACKING & WAREHOUSE DAY WORKERS 15.1 (36hr week) | | | | | | | | | |
|---|----------|--------|-----------------|------------------|--|---------------------------------|--|---|---|
| Team | Grade | | P4 datum point. | Base Rate Weekly | Annualised Rate Weekly (excluding super) | Base Rate Hourly (36 hour week) | Clause 27.7 AL of 144 hours loading 25% of base rate | Total wage (annualised) before allowances | Total wage (annualised) with allowances |
| Packing | P5 | BGP5 | 105% | \$2,074.57 | \$2,114.46 | \$57.63 | \$2,075 | \$107,877 | \$109,952 |
| Packing | P4 | BGP4 | 100% | \$1,975.78 | \$2,013.77 | \$54.88 | \$1,976 | \$102,740 | \$104,716 |
| Packing | G7+2 | BGP7 | - | \$1,893.16 | \$1,929.57 | \$52.59 | \$1,893 | \$98,445 | \$100,338 |
| Packing | G7+1 | BGP7 | - | \$1,883.81 | \$1,920.04 | \$52.33 | \$1,884 | \$97,958 | \$99,842 |
| Packing | G7 | BGP7 | - | \$1,874.68 | \$1,910.73 | \$52.07 | \$1,875 | \$97,483 | \$99,358 |
| Packing | P3C | | 98% | \$1,936.26 | \$1,973.50 | \$53.79 | \$1,936 | \$100,686 | \$102,622 |
| Packing | P3B | | 97% | \$1,916.50 | \$1,953.36 | \$53.24 | \$1,917 | \$99,658 | \$101,575 |
| Packing | P3A | | 96% | \$1,896.75 | \$1,933.22 | \$52.69 | \$1,897 | \$98,631 | \$100,528 |
| Packing | P3 | BGP3 | 95% | \$1,876.99 | \$1,913.08 | \$52.14 | \$1,877 | \$97,603 | \$99,480 |
| Packing | G5+3% | BGP5 | - | \$1,805.90 | \$1,840.62 | \$50.16 | \$1,806 | \$93,907 | \$95,712 |
| Packing | G5+1%+3% | BGP5 | - | \$1,805.90 | \$1,840.62 | \$50.16 | \$1,806 | \$93,907 | \$95,712 |
| Packing | P2 | BGP2 | 91% | \$1,797.96 | \$1,832.53 | \$49.94 | \$1,798 | \$93,494 | \$95,292 |
| Packing | P1 | BGP1 | 85% | \$1,679.41 | \$1,711.71 | \$46.65 | \$1,679 | \$87,329 | \$89,009 |
| Packing | P0 | BGP0 | 75% | \$1,481.83 | \$1,510.33 | \$41.16 | \$1,482 | \$77,055 | \$78,537 |
| Packing | BRGD5P | BRGD5P | | \$1,939.23 | \$1,976.53 | \$53.87 | \$1,939 | \$100,840 | \$102,779 |
| Packing | | BGD5 | | \$1,745.62 | \$1,779.19 | \$48.49 | \$1,746 | \$90,772 | \$92,518 |
| Packing | P3 +1 | GPB3+1 | | \$1,895.75 | \$1,932.20 | \$52.66 | \$1,896 | \$98,579 | \$100,475 |

| 26-Feb-24 Increase: 4.00% 1.0400 PACKING & WAREHOUSE DAY SHIFT D WORKERS 15.1 (36hr week) | | | | | | | | | | |
|---|----------|--------|-----------------|------------------|--|---------------------------------|--|---|---|---|
| Team | Grade | | P4 datum point. | Base Rate Weekly | Annualised Rate Weekly (excluding super) | Base Rate Hourly (36 hour week) | Clause 27.7 AL of 144 hours loading 25% of base rate | Public holiday allowance 5 days of base rate effective 2/9/18 | Total wage (annualised) before allowances | Total wage (annualised) with allowances |
| Packing | P5 | BGP5 | 105% | \$1,955.66 | \$2,055.95 | \$54.32 | \$1,956 | \$3,259 | \$101,694 | \$106,909 |
| Packing | P4 | BGP4 | 100% | \$1,862.53 | \$1,958.05 | \$51.74 | \$1,863 | \$3,104 | \$96,852 | \$101,819 |
| Packing | G7+2 | BGP7 | - | \$1,784.66 | \$1,876.18 | \$49.57 | \$1,785 | \$2,974 | \$92,802 | \$97,561 |
| Packing | G7+1 | BGP7 | - | \$1,775.84 | \$1,866.91 | \$49.33 | \$1,776 | \$2,960 | \$92,344 | \$97,079 |
| Packing | G7 | BGP7 | - | \$1,767.23 | \$1,857.86 | \$49.09 | \$1,767 | \$2,945 | \$91,896 | \$96,609 |
| Packing | P3C | | 98% | \$1,825.28 | \$1,918.89 | \$50.70 | \$1,825 | \$3,042 | \$94,915 | \$99,782 |
| Packing | P3B | | 97% | \$1,806.66 | \$1,899.31 | \$50.18 | \$1,807 | \$3,011 | \$93,946 | \$98,764 |
| Packing | P3A | | 96% | \$1,788.03 | \$1,879.73 | \$49.67 | \$1,788 | \$2,980 | \$92,978 | \$97,746 |
| Packing | P3 | BGP3 | 95% | \$1,769.41 | \$1,860.15 | \$49.15 | \$1,769 | \$2,949 | \$92,009 | \$96,728 |
| Packing | G5+3% | BGP5 | - | \$1,702.39 | \$1,789.69 | \$47.29 | \$1,702 | \$2,837 | \$88,524 | \$93,064 |
| Packing | G5+1%+3% | BGP5 | - | \$1,702.39 | \$1,789.69 | \$47.29 | \$1,702 | \$2,837 | \$88,524 | \$93,064 |
| Packing | P2 | BGP2 | 91% | \$1,694.91 | \$1,781.82 | \$47.08 | \$1,695 | \$2,825 | \$88,135 | \$92,655 |
| Packing | P1 | BGP1 | 85% | \$1,583.15 | \$1,664.34 | \$43.98 | \$1,583 | \$2,639 | \$82,324 | \$86,546 |
| Packing | P0 | BGP0 | 75% | \$1,396.90 | \$1,468.54 | \$38.80 | \$1,397 | \$2,328 | \$72,639 | \$76,364 |
| Packing | BRGD5P | BRGD5P | | \$1,828.09 | \$1,921.83 | \$50.78 | \$1,828 | \$3,047 | \$95,061 | \$99,935 |
| Packing | | BGD5 | | \$1,645.57 | \$1,729.96 | \$45.71 | \$1,646 | \$2,743 | \$85,570 | \$89,958 |
| Packing | P3 +1 | GPB3+1 | | \$1,787.09 | \$1,878.74 | \$49.64 | \$1,787 | \$2,978 | \$92,929 | \$97,694 |

| 26-Feb-25 Increase: 4.00% 1.0400 PACKING & WAREHOUSE DAY SHIFT D WORKERS 15.1 (36hr week) | | | | | | | | | | |
|---|----------|--------|-----------------|------------------|--|---------------------------------|--|---|---|---|
| Team | Grade | | P4 datum point. | Base Rate Weekly | Annualised Rate Weekly (excluding super) | Base Rate Hourly (36 hour week) | Clause 27.7 AL of 144 hours loading 25% of base rate | Public holiday allowance 5 days of base rate effective 2/9/18 | Total wage (annualised) before allowances | Total wage (annualised) with allowances |
| Packing | P5 | BGP5 | 105% | \$2,033.89 | \$2,138.19 | \$56.50 | \$2,034 | \$3,390 | \$105,762 | \$111,186 |
| Packing | P4 | BGP4 | 100% | \$1,937.04 | \$2,036.37 | \$53.81 | \$1,937 | \$3,228 | \$100,726 | \$105,891 |
| Packing | G7+2 | BGP7 | - | \$1,856.04 | \$1,951.22 | \$51.56 | \$1,856 | \$3,093 | \$96,514 | \$101,464 |
| Packing | G7+1 | BGP7 | - | \$1,846.88 | \$1,941.59 | \$51.30 | \$1,847 | \$3,078 | \$96,038 | \$100,963 |
| Packing | G7 | BGP7 | - | \$1,837.92 | \$1,932.18 | \$51.05 | \$1,838 | \$3,063 | \$95,572 | \$100,473 |
| Packing | P3C | | 98% | \$1,898.30 | \$1,995.64 | \$52.73 | \$1,898 | \$3,164 | \$98,711 | \$103,773 |
| Packing | P3B | | 97% | \$1,878.93 | \$1,975.28 | \$52.19 | \$1,879 | \$3,132 | \$97,704 | \$102,715 |
| Packing | P3A | | 96% | \$1,859.55 | \$1,954.92 | \$51.65 | \$1,860 | \$3,099 | \$96,697 | \$101,656 |
| Packing | P3 | BGP3 | 95% | \$1,840.18 | \$1,934.55 | \$51.12 | \$1,840 | \$3,067 | \$95,690 | \$100,597 |
| Packing | G5+3% | BGP5 | - | \$1,770.49 | \$1,861.28 | \$49.18 | \$1,770 | \$2,951 | \$92,065 | \$96,787 |
| Packing | G5+1%+3% | BGP5 | - | \$1,770.49 | \$1,861.28 | \$49.18 | \$1,770 | \$2,951 | \$92,065 | \$96,787 |
| Packing | P2 | BGP2 | 91% | \$1,762.70 | \$1,853.10 | \$48.96 | \$1,763 | \$2,938 | \$91,661 | \$96,361 |
| Packing | P1 | BGP1 | 85% | \$1,646.48 | \$1,730.92 | \$45.74 | \$1,646 | \$2,744 | \$85,617 | \$90,008 |
| Packing | P0 | BGP0 | 75% | \$1,452.78 | \$1,527.28 | \$40.35 | \$1,453 | \$2,421 | \$75,544 | \$79,418 |
| Packing | BRGD5P | BRGD5P | | \$1,901.21 | \$1,998.71 | \$52.81 | \$1,901 | \$3,169 | \$98,863 | \$103,933 |
| Packing | | BGD5 | | \$1,711.39 | \$1,799.16 | \$47.54 | \$1,711 | \$2,852 | \$88,992 | \$93,556 |
| Packing | P3 +1 | GPB3+1 | | \$1,858.58 | \$1,953.89 | \$51.63 | \$1,859 | \$3,098 | \$96,646 | \$101,602 |

| 26-Feb-26 Increase: 2.00% 1.0200 PACKING & WAREHOUSE DAY SHIFT D WORKERS 15.1 (36hr week) | | | | | | | | | | |
|---|----------|--------|-----------------|------------------|--|---------------------------------|--|---|---|---|
| Team | Grade | | P4 datum point. | Base Rate Weekly | Annualised Rate Weekly (excluding super) | Base Rate Hourly (36 hour week) | Clause 27.7 AL of 144 hours loading 25% of base rate | Public holiday allowance 5 days of base rate effective 2/9/18 | Total wage (annualised) before allowances | Total wage (annualised) with allowances |
| Packing | P5 | BGP5 | 105% | \$2,074.57 | \$2,180.95 | \$57.63 | \$2,075 | \$3,458 | \$107,877 | \$113,410 |
| Packing | P4 | BGP4 | 100% | \$1,975.78 | \$2,077.10 | \$54.88 | \$1,976 | \$3,293 | \$102,740 | \$108,009 |
| Packing | G7+2 | BGP7 | - | \$1,893.16 | \$1,990.25 | \$52.59 | \$1,893 | \$3,155 | \$98,445 | \$103,493 |
| Packing | G7+1 | BGP7 | - | \$1,883.81 | \$1,980.42 | \$52.33 | \$1,884 | \$3,140 | \$97,958 | \$102,982 |
| Packing | G7 | BGP7 | - | \$1,874.68 | \$1,970.82 | \$52.07 | \$1,875 | \$3,124 | \$97,483 | \$102,483 |
| Packing | P3C | | 98% | \$1,936.26 | \$2,035.56 | \$53.79 | \$1,936 | \$3,227 | \$100,686 | \$105,849 |
| Packing | P3B | | 97% | \$1,916.50 | \$2,014.79 | \$53.24 | \$1,917 | \$3,194 | \$99,658 | \$104,769 |
| Packing | P3A | | 96% | \$1,896.75 | \$1,994.01 | \$52.69 | \$1,897 | \$3,161 | \$98,631 | \$103,689 |
| Packing | P3 | BGP3 | 95% | \$1,876.99 | \$1,973.24 | \$52.14 | \$1,877 | \$3,128 | \$97,603 | \$102,609 |
| Packing | G5+3% | BGP5 | - | \$1,805.90 | \$1,898.51 | \$50.16 | \$1,806 | \$3,010 | \$93,907 | \$98,722 |
| Packing | G5+1%+3% | BGP5 | - | \$1,805.90 | \$1,898.51 | \$50.16 | \$1,806 | \$3,010 | \$93,907 | \$98,722 |
| Packing | P2 | BGP2 | 91% | \$1,797.96 | \$1,890.16 | \$49.94 | \$1,798 | \$2,997 | \$93,494 | \$98,288 |
| Packing | P1 | BGP1 | 85% | \$1,679.41 | \$1,765.53 | \$46.65 | \$1,679 | \$2,799 | \$87,329 | \$91,808 |
| Packing | P0 | BGP0 | 75% | \$1,481.83 | \$1,557.82 | \$41.16 | \$1,482 | \$2,470 | \$77,055 | \$81,007 |
| Packing | BRGD5P | BRGD5P | | \$1,939.23 | \$2,038.68 | \$53.87 | \$1,939 | \$3,232 | \$100,840 | \$106,011 |
| Packing | | BGD5 | | \$1,745.62 | \$1,835.14 | \$48.49 | \$1,746 | \$2,909 | \$90,772 | \$95,427 |
| Packing | P3 +1 | GPB3+1 | | \$1,895.75 | \$1,992.96 | \$52.66 | \$1,896 | \$3,160 | \$98,579 | \$103,634 |

| 26-Feb-24 Increase: 4.00% 1.0400 PACKING & WAREHOUSE DAY SHIFT E WORKERS 15.1 (36hr week) | | | | | | | | | | |
|---|----------|--------|-----------------|------------------|--|---------------------------------|--|---|---|---|
| Team | Grade | | P4 datum point. | Base Rate Weekly | Annualised Rate Weekly (excluding super) | Base Rate Hourly (36 hour week) | Clause 27.7 AL of 144 hours loading 25% of base rate | Public holiday allowance 7 days of base rate effective 2/9/18 | Total wage (annualised) before allowances | Total wage (annualised) with allowances |
| Packing | P5 | BGP5 | 105% | \$1,955.66 | \$2,081.02 | \$54.32 | \$1,956 | \$4,563 | \$101,694 | \$108,213 |
| Packing | P4 | BGP4 | 100% | \$1,862.53 | \$1,981.93 | \$51.74 | \$1,863 | \$4,346 | \$96,852 | \$103,060 |
| Packing | G7+2 | BGP7 | - | \$1,784.66 | \$1,899.06 | \$49.57 | \$1,785 | \$4,164 | \$92,802 | \$98,751 |
| Packing | G7+1 | BGP7 | - | \$1,775.84 | \$1,889.68 | \$49.33 | \$1,776 | \$4,144 | \$92,344 | \$98,263 |
| Packing | G7 | BGP7 | - | \$1,767.23 | \$1,880.52 | \$49.09 | \$1,767 | \$4,124 | \$91,896 | \$97,787 |
| Packing | P3C | | 98% | \$1,825.28 | \$1,942.29 | \$50.70 | \$1,825 | \$4,259 | \$94,915 | \$100,999 |
| Packing | P3B | | 97% | \$1,806.66 | \$1,922.47 | \$50.18 | \$1,807 | \$4,216 | \$93,946 | \$99,968 |
| Packing | P3A | | 96% | \$1,788.03 | \$1,902.65 | \$49.67 | \$1,788 | \$4,172 | \$92,978 | \$98,938 |
| Packing | P3 | BGP3 | 95% | \$1,769.41 | \$1,882.83 | \$49.15 | \$1,769 | \$4,129 | \$92,009 | \$97,907 |
| Packing | G5+3% | BGP5 | - | \$1,702.39 | \$1,811.52 | \$47.29 | \$1,702 | \$3,972 | \$88,524 | \$94,199 |
| Packing | G5+1%+3% | BGP5 | - | \$1,702.39 | \$1,811.52 | \$47.29 | \$1,702 | \$3,972 | \$88,524 | \$94,199 |
| Packing | P2 | BGP2 | 91% | \$1,694.91 | \$1,803.55 | \$47.08 | \$1,695 | \$3,955 | \$88,135 | \$93,785 |
| Packing | P1 | BGP1 | 85% | \$1,583.15 | \$1,684.64 | \$43.98 | \$1,583 | \$3,694 | \$82,324 | \$87,601 |
| Packing | P0 | BGP0 | 75% | \$1,396.90 | \$1,486.45 | \$38.80 | \$1,397 | \$3,259 | \$72,639 | \$77,295 |
| Packing | BRGD5P | BRGD5P | | \$1,828.09 | \$1,945.27 | \$50.78 | \$1,828 | \$4,266 | \$95,061 | \$101,154 |
| Packing | | BGD5 | | \$1,645.57 | \$1,751.06 | \$45.71 | \$1,646 | \$3,840 | \$85,570 | \$91,055 |
| Packing | P3 +1 | GPB3+1 | | \$1,787.09 | \$1,901.65 | \$49.64 | \$1,787 | \$4,170 | \$92,929 | \$98,886 |

| 26-Feb-25 Increase: 4.00% 1.0400 PACKING & WAREHOUSE DAY SHIFT E WORKERS 15.1 (36hr week) | | | | | | | | | | |
|---|----------|--------|-----------------|------------------|--|---------------------------------|--|---|---|---|
| Team | Grade | | P4 datum point. | Base Rate Weekly | Annualised Rate Weekly (excluding super) | Base Rate Hourly (36 hour week) | Clause 27.7 AL of 144 hours loading 25% of base rate | Public holiday allowance 7 days of base rate effective 2/9/18 | Total wage (annualised) before allowances | Total wage (annualised) with allowances |
| Packing | P5 | BGP5 | 105% | \$2,033.89 | \$2,164.27 | \$56.50 | \$2,034 | \$4,746 | \$105,762 | \$112,542 |
| Packing | P4 | BGP4 | 100% | \$1,937.04 | \$2,061.21 | \$53.81 | \$1,937 | \$4,520 | \$100,726 | \$107,183 |
| Packing | G7+2 | BGP7 | - | \$1,856.04 | \$1,975.02 | \$51.56 | \$1,856 | \$4,331 | \$96,514 | \$102,701 |
| Packing | G7+1 | BGP7 | - | \$1,846.88 | \$1,965.27 | \$51.30 | \$1,847 | \$4,309 | \$96,038 | \$102,194 |
| Packing | G7 | BGP7 | - | \$1,837.92 | \$1,955.74 | \$51.05 | \$1,838 | \$4,288 | \$95,572 | \$101,698 |
| Packing | P3C | | 98% | \$1,898.30 | \$2,019.98 | \$52.73 | \$1,898 | \$4,429 | \$98,711 | \$105,039 |
| Packing | P3B | | 97% | \$1,878.93 | \$1,999.37 | \$52.19 | \$1,879 | \$4,384 | \$97,704 | \$103,967 |
| Packing | P3A | | 96% | \$1,859.55 | \$1,978.76 | \$51.65 | \$1,860 | \$4,339 | \$96,697 | \$102,895 |
| Packing | P3 | BGP3 | 95% | \$1,840.18 | \$1,958.14 | \$51.12 | \$1,840 | \$4,294 | \$95,690 | \$101,824 |
| Packing | G5+3% | BGP5 | - | \$1,770.49 | \$1,883.98 | \$49.18 | \$1,770 | \$4,131 | \$92,065 | \$97,967 |
| Packing | G5+1%+3% | BGP5 | - | \$1,770.49 | \$1,883.98 | \$49.18 | \$1,770 | \$4,131 | \$92,065 | \$97,967 |
| Packing | P2 | BGP2 | 91% | \$1,762.70 | \$1,875.70 | \$48.96 | \$1,763 | \$4,113 | \$91,661 | \$97,536 |
| Packing | P1 | BGP1 | 85% | \$1,646.48 | \$1,752.02 | \$45.74 | \$1,646 | \$3,842 | \$85,617 | \$91,105 |
| Packing | P0 | BGP0 | 75% | \$1,452.78 | \$1,545.90 | \$40.35 | \$1,453 | \$3,390 | \$75,544 | \$80,387 |
| Packing | BRGD5P | BRGD5P | | \$1,901.21 | \$2,023.08 | \$52.81 | \$1,901 | \$4,436 | \$98,863 | \$105,200 |
| Packing | | BGD5 | | \$1,711.39 | \$1,821.10 | \$47.54 | \$1,711 | \$3,993 | \$88,992 | \$94,697 |
| Packing | P3 +1 | GPB3+1 | | \$1,858.58 | \$1,977.72 | \$51.63 | \$1,859 | \$4,337 | \$96,646 | \$102,841 |

| 26-Feb-26 Increase: 2.00% 1.0200 PACKING & WAREHOUSE DAY SHIFT E WORKERS 15.1 (36hr week) | | | | | | | | | | |
|---|----------|--------|-----------------|------------------|--|---------------------------------|--|---|---|---|
| Team | Grade | | P4 datum point. | Base Rate Weekly | Annualised Rate Weekly (excluding super) | Base Rate Hourly (36 hour week) | Clause 27.7 AL of 144 hours loading 25% of base rate | Public holiday allowance 7 days of base rate effective 2/9/18 | Total wage (annualised) before allowances | Total wage (annualised) with allowances |
| Packing | P5 | BGP5 | 105% | \$2,074.57 | \$2,207.55 | \$57.63 | \$2,075 | \$4,841 | \$107,877 | \$114,793 |
| Packing | P4 | BGP4 | 100% | \$1,975.78 | \$2,102.43 | \$54.88 | \$1,976 | \$4,610 | \$102,740 | \$109,326 |
| Packing | G7+2 | BGP7 | - | \$1,893.16 | \$2,014.52 | \$52.59 | \$1,893 | \$4,417 | \$98,445 | \$104,755 |
| Packing | G7+1 | BGP7 | - | \$1,883.81 | \$2,004.57 | \$52.33 | \$1,884 | \$4,396 | \$97,958 | \$104,238 |
| Packing | G7 | BGP7 | - | \$1,874.68 | \$1,994.85 | \$52.07 | \$1,875 | \$4,374 | \$97,483 | \$103,732 |
| Packing | P3C | | 98% | \$1,936.26 | \$2,060.38 | \$53.79 | \$1,936 | \$4,518 | \$100,686 | \$107,140 |
| Packing | P3B | | 97% | \$1,916.50 | \$2,039.36 | \$53.24 | \$1,917 | \$4,472 | \$99,658 | \$106,047 |
| Packing | P3A | | 96% | \$1,896.75 | \$2,018.33 | \$52.69 | \$1,897 | \$4,426 | \$98,631 | \$104,953 |
| Packing | P3 | BGP3 | 95% | \$1,876.99 | \$1,997.31 | \$52.14 | \$1,877 | \$4,380 | \$97,603 | \$103,860 |
| Packing | G5+3% | BGP5 | - | \$1,805.90 | \$1,921.66 | \$50.16 | \$1,806 | \$4,214 | \$93,907 | \$99,926 |
| Packing | G5+1%+3% | BGP5 | - | \$1,805.90 | \$1,921.66 | \$50.16 | \$1,806 | \$4,214 | \$93,907 | \$99,926 |
| Packing | P2 | BGP2 | 91% | \$1,797.96 | \$1,913.21 | \$49.94 | \$1,798 | \$4,195 | \$93,494 | \$99,487 |
| Packing | P1 | BGP1 | 85% | \$1,679.41 | \$1,787.06 | \$46.65 | \$1,679 | \$3,919 | \$87,329 | \$92,927 |
| Packing | P0 | BGP0 | 75% | \$1,481.83 | \$1,576.82 | \$41.16 | \$1,482 | \$3,458 | \$77,055 | \$81,995 |
| Packing | BRGD5P | BRGD5P | | \$1,939.23 | \$2,063.54 | \$53.87 | \$1,939 | \$4,525 | \$100,840 | \$107,304 |
| Packing | | BGD5 | | \$1,745.62 | \$1,857.52 | \$48.49 | \$1,746 | \$4,073 | \$90,772 | \$96,591 |
| Packing | P3 +1 | GPB3+1 | | \$1,895.75 | \$2,017.27 | \$52.66 | \$1,896 | \$4,423 | \$98,579 | \$104,898 |

| 26-Feb-24 Increase: 4.0% 1.040 PACKING ROTATING SHIFT 15.4 (12 hour, 4.5 day) | | | | | | | | | | | | |
|---|--------|-----------------|------------------|--|---------------------------------|---|--|---|-----------------|---|---|-----------|
| Team | Grade | P4 datum point. | Base Rate Weekly | Annualised Rate Weekly (excluding super) | Base Rate Hourly (36 hour week) | Clause 17.3 Shift allowances 11.67% based on 36 hour week | Clause 27.7 AL of 144 hours loading 25% of base rate | Clause 15.4(f) Additional Shift allowance | Total Allowance | Total wage (annualised) before allowances | Total wage (annualised) with allowances | |
| Packing | BGP5 | P5 | 105% | \$1,955.66 | \$2,284.18 | \$54.32 | \$11,868 | \$1,956 | \$3,259 | \$17,083 | \$101,694 | \$118,777 |
| Packing | BGP4 | P4 | 100% | \$1,862.53 | \$2,175.41 | \$51.74 | \$11,303 | \$1,863 | \$3,104 | \$16,269 | \$96,852 | \$113,121 |
| Packing | BGP7 | G7+2 | - | \$1,784.66 | \$2,084.45 | \$49.57 | \$10,830 | \$1,785 | \$2,974 | \$15,589 | \$92,802 | \$108,391 |
| Packing | BGP7 | G7+1 | - | \$1,775.84 | \$2,074.15 | \$49.33 | \$10,777 | \$1,776 | \$2,960 | \$15,512 | \$92,344 | \$107,856 |
| Packing | BGP7 | G7 | - | \$1,767.23 | \$2,064.10 | \$49.09 | \$10,724 | \$1,767 | \$2,945 | \$15,437 | \$91,896 | \$107,333 |
| Packing | P3C | | 98% | \$1,825.28 | \$2,131.90 | \$50.70 | \$11,077 | \$1,825 | \$3,042 | \$15,944 | \$94,915 | \$110,859 |
| Packing | P3B | | 97% | \$1,806.66 | \$2,110.15 | \$50.18 | \$10,964 | \$1,807 | \$3,011 | \$15,781 | \$93,946 | \$109,728 |
| Packing | P3A | | 96% | \$1,788.03 | \$2,088.39 | \$49.67 | \$10,851 | \$1,788 | \$2,980 | \$15,619 | \$92,978 | \$108,596 |
| Packing | BGP3 | P3 | 95% | \$1,769.41 | \$2,066.64 | \$49.15 | \$10,737 | \$1,769 | \$2,949 | \$15,456 | \$92,009 | \$107,465 |
| Packing | BGP5 | G5+3% | - | \$1,702.39 | \$1,988.36 | \$47.29 | \$10,331 | \$1,702 | \$2,837 | \$14,870 | \$88,524 | \$103,395 |
| Packing | BGP5 | G5+1%+3% | - | \$1,702.39 | \$1,988.36 | \$47.29 | \$10,331 | \$1,702 | \$2,837 | \$14,870 | \$88,524 | \$103,395 |
| Packing | BGP2 | P2 | 91% | \$1,694.91 | \$1,979.62 | \$47.08 | \$10,285 | \$1,695 | \$2,825 | \$14,805 | \$88,135 | \$102,940 |
| Packing | BGP1 | P1 | 85% | \$1,583.15 | \$1,849.10 | \$43.98 | \$9,607 | \$1,583 | \$2,639 | \$13,829 | \$82,324 | \$96,153 |
| Packing | BGP0 | P0 | 75% | \$1,396.90 | \$1,631.56 | \$38.80 | \$8,477 | \$1,397 | \$2,328 | \$12,202 | \$72,639 | \$84,841 |
| Packing | GPB3+1 | P3 +1 | | \$1,828.09 | \$2,135.17 | \$50.78 | \$11,094 | \$1,828 | \$3,047 | \$15,968 | \$95,061 | \$111,029 |

| 26-Feb-25 Increase: 4.0% 1.040 PACKING ROTATING SHIFT 15.4 (12 hour, 4.5 day) | | | | | | | | | | | | |
|---|--------|-----------------|------------------|--|---------------------------------|---|--|---|-----------------|---|---|-----------|
| Team | Grade | P4 datum point. | Base Rate Weekly | Annualised Rate Weekly (excluding super) | Base Rate Hourly (36 hour week) | Clause 17.3 Shift allowances 11.67% based on 36 hour week | Clause 27.7 AL of 144 hours loading 25% of base rate | Clause 15.4(f) Additional Shift allowance | Total Allowance | Total wage (annualised) before allowances | Total wage (annualised) with allowances | |
| Packing | BGP5 | P5 | 105% | \$2,033.89 | \$2,375.54 | \$56.50 | \$12,342 | \$2,034 | \$3,390 | \$17,766 | \$105,762 | \$123,528 |
| Packing | BGP4 | P4 | 100% | \$1,937.04 | \$2,262.42 | \$53.81 | \$11,755 | \$1,937 | \$3,228 | \$16,920 | \$100,726 | \$117,646 |
| Packing | BGP7 | G7+2 | - | \$1,856.04 | \$2,167.83 | \$51.56 | \$11,263 | \$1,856 | \$3,093 | \$16,213 | \$96,514 | \$112,727 |
| Packing | BGP7 | G7+1 | - | \$1,846.88 | \$2,157.12 | \$51.30 | \$11,208 | \$1,847 | \$3,078 | \$16,133 | \$96,038 | \$112,170 |
| Packing | BGP7 | G7 | - | \$1,837.92 | \$2,146.66 | \$51.05 | \$11,153 | \$1,838 | \$3,063 | \$16,054 | \$95,572 | \$111,626 |
| Packing | P3C | | 98% | \$1,898.30 | \$2,217.18 | \$52.73 | \$11,520 | \$1,898 | \$3,164 | \$16,582 | \$98,711 | \$115,293 |
| Packing | P3B | | 97% | \$1,878.93 | \$2,194.55 | \$52.19 | \$11,402 | \$1,879 | \$3,132 | \$16,413 | \$97,704 | \$114,117 |
| Packing | P3A | | 96% | \$1,859.55 | \$2,171.93 | \$51.65 | \$11,285 | \$1,860 | \$3,099 | \$16,243 | \$96,697 | \$112,940 |
| Packing | BGP3 | P3 | 95% | \$1,840.18 | \$2,149.30 | \$51.12 | \$11,167 | \$1,840 | \$3,067 | \$16,074 | \$95,690 | \$111,764 |
| Packing | BGP5 | G5+3% | - | \$1,770.49 | \$2,067.90 | \$49.18 | \$10,744 | \$1,770 | \$2,951 | \$15,465 | \$92,065 | \$107,531 |
| Packing | BGP5 | G5+1%+3% | - | \$1,770.49 | \$2,067.90 | \$49.18 | \$10,744 | \$1,770 | \$2,951 | \$15,465 | \$92,065 | \$107,531 |
| Packing | BGP2 | P2 | 91% | \$1,762.70 | \$2,058.81 | \$48.96 | \$10,697 | \$1,763 | \$2,938 | \$15,397 | \$91,661 | \$107,058 |
| Packing | BGP1 | P1 | 85% | \$1,646.48 | \$1,923.06 | \$45.74 | \$9,992 | \$1,646 | \$2,744 | \$14,382 | \$85,617 | \$99,999 |
| Packing | BGP0 | P0 | 75% | \$1,452.78 | \$1,696.82 | \$40.35 | \$8,816 | \$1,453 | \$2,421 | \$12,690 | \$75,544 | \$88,235 |
| Packing | GPB3+1 | P3 +1 | | \$1,901.21 | \$2,220.58 | \$52.81 | \$11,537 | \$1,901 | \$3,169 | \$16,607 | \$98,863 | \$115,470 |

| 26-Feb-26 Increase: 2.0% 1.020 PACKING ROTATING SHIFT 15.4 (12 hour, 4.5 day) | | | | | | | | | | | | |
|---|--------|-----------------|------------------|--|---------------------------------|---|--|---|-----------------|---|---|-----------|
| Team | Grade | P4 datum point. | Base Rate Weekly | Annualised Rate Weekly (excluding super) | Base Rate Hourly (36 hour week) | Clause 17.3 Shift allowances 11.67% based on 36 hour week | Clause 27.7 AL of 144 hours loading 25% of base rate | Clause 15.4(f) Additional Shift allowance | Total Allowance | Total wage (annualised) before allowances | Total wage (annualised) with allowances | |
| Packing | BGP5 | P5 | 105% | \$2,074.57 | \$2,423.06 | \$57.63 | \$12,589 | \$2,075 | \$3,458 | \$18,121 | \$107,877 | \$125,999 |
| Packing | BGP4 | P4 | 100% | \$1,975.78 | \$2,307.67 | \$54.88 | \$11,990 | \$1,976 | \$3,293 | \$17,259 | \$102,740 | \$119,999 |
| Packing | BGP7 | G7+2 | - | \$1,893.16 | \$2,211.18 | \$52.59 | \$11,488 | \$1,893 | \$3,155 | \$16,537 | \$98,445 | \$114,981 |
| Packing | BGP7 | G7+1 | - | \$1,883.81 | \$2,200.26 | \$52.33 | \$11,432 | \$1,884 | \$3,140 | \$16,455 | \$97,958 | \$114,414 |
| Packing | BGP7 | G7 | - | \$1,874.68 | \$2,189.60 | \$52.07 | \$11,376 | \$1,875 | \$3,124 | \$16,375 | \$97,483 | \$113,859 |
| Packing | P3C | | 98% | \$1,936.26 | \$2,261.52 | \$53.79 | \$11,750 | \$1,936 | \$3,227 | \$16,913 | \$100,686 | \$117,599 |
| Packing | P3B | | 97% | \$1,916.50 | \$2,238.44 | \$53.24 | \$11,630 | \$1,917 | \$3,194 | \$16,741 | \$99,658 | \$116,399 |
| Packing | P3A | | 96% | \$1,896.75 | \$2,215.37 | \$52.69 | \$11,510 | \$1,897 | \$3,161 | \$16,568 | \$98,631 | \$115,199 |
| Packing | BGP3 | P3 | 95% | \$1,876.99 | \$2,192.29 | \$52.14 | \$11,390 | \$1,877 | \$3,128 | \$16,396 | \$97,603 | \$113,999 |
| Packing | BGP5 | G5+3% | - | \$1,805.90 | \$2,109.25 | \$50.16 | \$10,959 | \$1,806 | \$3,010 | \$15,775 | \$93,907 | \$109,681 |
| Packing | BGP5 | G5+1%+3% | - | \$1,805.90 | \$2,109.25 | \$50.16 | \$10,959 | \$1,806 | \$3,010 | \$15,775 | \$93,907 | \$109,681 |
| Packing | BGP2 | P2 | 91% | \$1,797.96 | \$2,099.98 | \$49.94 | \$10,911 | \$1,798 | \$2,997 | \$15,705 | \$93,494 | \$109,199 |
| Packing | BGP1 | P1 | 85% | \$1,679.41 | \$1,961.52 | \$46.65 | \$10,191 | \$1,679 | \$2,799 | \$14,670 | \$87,329 | \$101,999 |
| Packing | BGP0 | P0 | 75% | \$1,481.83 | \$1,730.75 | \$41.16 | \$8,992 | \$1,482 | \$2,470 | \$12,944 | \$77,055 | \$89,999 |
| Packing | GPB3+1 | P3 +1 | | \$1,939.23 | \$2,264.99 | \$53.87 | \$11,768 | \$1,939 | \$3,232 | \$16,939 | \$100,840 | \$117,780 |

54. APPENDIX D – ALLOWANCES

| | | <i>Starting allowance - 26 Feb 2023</i> | First pay period on or after 26 Feb 2024 | First pay period on or after 26 Feb 2025 | First pay period on or after 26 Feb 2026 |
|------------------|-------|---|--|--|--|
| Pay increase | % | | 4% | 4% | 2% |
| Travel Allowance | \$/km | <i>\$ 0.84</i> | \$ 0.87 | \$ 0.91 | \$ 0.93 |
| Meal Allowance | \$ | <i>\$ 23.72</i> | \$ 24.67 | \$ 25.66 | \$ 26.17 |

Travel Allowance

This is applicable only when the alternatives for taxi or other options have been exhausted.

- based on the kilometres travelled to and from work at the rate described in the above table.
- From the first pay period after 26 February each year, the, the travel allowance quantum will be increased in accordance with clause 22, Wages and Classifications as described in the table above

Meal Allowance

- the meal allowance quantum will be increased in accordance with clause 22, Wages and Classifications as described in the table above.

First Aid Allowance

The Company will continue its encouragement and support of any safety related training and will (as per clause 22) meet all costs for approved courses.

- First Aid allowance is not payable under this Agreement with the exception of its incorporation into R6 and P5 pay rates.

Multi-skill Allowance

- Is at a rate of \$6.23 per multi-skill

Day Allowance

Day workers that receive a daily allowance as per the 1990 Agreement will continue to receive this value. Any employee that is hired or transferred into a day worker role from the end of the year 1998 will not receive this allowance

55. APPENDIX E – DETAILS OF INCOME PROTECTION INSURANCE POLICY



PayCover account number: 200179

21 March 2024

SUGAR AUSTRALIA PTY LTD
Po Box 642
TOWNSVILLE QLD 4810

Dear Payroll Manager,

Re: PayCover

We are sending you the policy documents for the PayCover income protection for your employees with the upcoming changes and amendments to your cover.

DETAILS OF YOUR COVER

| | |
|---------------------------------|---|
| Short Description | PayCover Gold 21 NT |
| Cover Commencement Date | 11 November 2011 |
| Total Disability Benefit | Injury and Sickness 85% of Pre-Disability Income for 104 weeks. Workplace Injury and Sickness Benefits are not payable to an Insured Person if the Total Disability or Partial Disability is directly caused by or resulting from a Workplace Injury or Sickness |
| Waiting Period | Injury and Sickness 21 days; or 28 days for all claims in respect of Disability resulting from an Insured Person training for, practicing or playing any code of football. Workplace Injury and Sickness N/A |
| Additional Benefit | \$20,000 Death by any Cause \$5,000 Spouse Death Benefit |
| Premium Rate | 1.6900% of Income of an Insured person, including all fees, charges and commissions. |