

Cargill Australia Limited (Newcastle)
Enterprise Agreement 2024

1. TITLE

This Agreement will be known as the Cargill Australia Limited, (Newcastle) Enterprise Agreement 2024.

2. ARRANGEMENT

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3. APPLICATION

This Agreement will apply to:

- (i) Cargill Australia Limited (the **Company**).
- (ii) All employees of Cargill Australia Limited employed at the Company's Plant and Terminal located at Kooragang Island, Newcastle and engaged in activities included in the classification structure derived from the Manufacturing and Associated Industries and Occupations Award 2020 (**Employees**).
- (iii) The Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union (AMWU), when they file a notice of intention to be bound to this Agreement pursuant to section 183 of the Fair Work Act 2009 (Cth) (**FW Act**).

4. OPERATION OF AGREEMENT

The Agreement commences on 7 days after approval by the Fair Work Commission and expires 6 November 2026.

The parties agree to commence negotiations of a new enterprise agreement no later than 3 months prior to the nominal expiry date of this Agreement.

5. ON-GOING EFFECT OF THE AWARD

5.1 Modern Award

- (a) Subject to subclause (b) and (c), and (d) this Agreement incorporates the Manufacturing and Associated Industries and Occupations Award 2020 as varied from time to time.
- (b) In incorporating the Award terms into this Agreement, they are to be read as altered to incorporate necessary changes resulting from them being provisions of an Agreement rather than provisions of the Award. For example, the words "this Award" would become "this Agreement".
- (c) Where there is any inconsistency between the terms of this Agreement and the terms of the Award being incorporated into this Agreement, this Agreement will take precedence to the extent of any inconsistency.
- (d) Notwithstanding any other provision in this clause, nothing in this clause incorporates any term dealing with Long Service Leave or Superannuation.
- (e) For the remainder of this document, subclauses (a), (b) and (c) above will be referred to as the "Incorporated Terms".

6. RELATIONSHIP BETWEEN THE NATIONAL EMPLOYMENT STANDARDS AND THIS AGREEMENT

- (a) The terms of this Agreement are subject to the operation of the National Employment Standards ("the NES") in the FW Act. Where there is any inconsistency between this Agreement and the NES, and the NES provides a greater benefit to the employee, the NES will apply to the extent of the inconsistency. No term of the Agreement will be read or interpreted in such a way as to undercut, exclude or conflict with the NES. The

Company will not exercise any discretion it has under the Agreement in a manner that undercuts, excludes or conflicts with the NES.

7. OBJECTIVES OF THE AGREEMENT

This Agreement aims to provide for a productive workplace encompassing continuous improvement to achieve a world competitive operation, and to recognise employee contribution with appropriate terms and conditions of employment. The Parties commit to the continuous review of technology and the implementation of new technology as necessary to ensure the maintenance of leading international performance.

8. DEFINITIONS

- 8.1 **"Adult Apprentice"** means a person of 21 years of age or over at the time of entering into an apprenticeship as provided for in this Agreement.
- 8.2 **"Junior Apprentice"** means a person of 21 years of age or under at the time of entering into an apprenticeship as provided for in this Agreement, but has completed high school education.
- 8.3 **"School-based apprentice"** is a person who is undertaking an apprenticeship while also undertaking a course of secondary education.
- 8.4 **"Compulsory training"** means training in which participation is not optional and the employee is directed (not requested) to undertake by the Company.
- 8.5 **"Continuous Service"** is defined in Section 22 of the FW Act.
- 8.6 **"Immediate family"** is:
- (a) a spouse, former spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
 - (b) a child, parent, grandparent, grandchild or sibling of a spouse, former spouse or de facto partner of the employee.
- 8.7 **"Elected Union Delegate"** is defined as a union member and also a member of the on site Joint Consultative Committee (JCC).
- 8.8 **"Joint Consultative Committee"** a nominated group of employees from the various workgroups on site that represents all employees.
- 8.9 **"Plant"** is the Company's site at 51 Raven Street, Kooragang Island.
- 8.10 **"Terminal"** is the Company's site at Heron Road, Kooragang Island.

9. FLEXIBILITY TERM

- 9.1 The Company and employee covered by this 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) minimum engagement for casuals;
 - (ii) minimum engagement for part time employee;
 - (iii) variation to hours for part time employment;
 - (iv) make up time;
 - (v) meal break;
 - (vi) time off in lieu of payment for overtime; and
 - (vii) rest period after overtime.
- (b) the arrangement meets the genuine needs of the Company 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 Company and employee.

9.2 The Company 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.

9.3 The Company must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of the Company and employee; and
- (c) is signed by the Company 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 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 their employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences.

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

9.5 The Company 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 Company and employee agree in writing- at any time.

10. FLEXIBLE OPERATIONS

10.1 Contractors on site

It is agreed that the Company may engage suitably qualified and experienced contractors on site to complete work as directed. The conditions of employment for contractor's will be determined between these staff and their own employer, irrespective of the conditions of this Agreement.

A contract (Labour Hire) employee who carries out a function normally undertaken by an employee covered by this Agreement will be paid the minimum rate provided for within this Agreement for an appropriate equivalent classification.

It is agreed that the performance of the Plant and Terminal is enhanced by flexible work practices and that the contractors employed are necessary in the operations of the Plant and Terminal to assist and supplement the current workforce.

The Company will wherever practicably possible offer overtime to a permanent or directly hired employee before offering the overtime to a labour hire employee or a contractor.

10.2 Multi-Skilling

All staff and employees will be required to work as directed to the extent of their skills, qualifications and experience in the operation of the Plant and Terminal.

It is the intention of this clause to maintain continuity of production and relieve demarcation within the Company's operations, not to threaten the job security of employees. Specifically, while contract (Labour Hire) employees and/or employees not covered by this Agreement may, in emergencies, be used to operate the Plant or Terminal, it is not the Company's intention to displace employees covered by this Agreement.

It is a fundamental intention of this clause to allow the training and development of all employees, both waged and salaried, in all operational aspects of the plant. This may require that employee(s) operate alone in any and/or all areas of the Plant and/or Terminal for the required period of training.

All staff and employees will be required to work in a safe manner and as directed to the extent of their skills, qualifications and experience in the operations area of the Plant and Terminal.

10.3 Adult Apprentices

Subject to business requirements, Adult Apprentices will be released during ordinary hours to attend classes and will be paid for their time at the ordinary time rate.

10.4 Taking Rostered Days Off (RDO's)

Normal rostered days off are to be identified in the shift roster and will only be changed if a replacement employee is available and/or with prior agreement with the Company.

11. CONSULTATION REGARDING MAJOR WORKPLACE CHANGE

11.1 Company to notify:

- (a) As early as practicable before a definite decision has been made by the Company to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the Company must notify the employees who may be affected by the proposed changes and their representatives, if any.
- (b) Significant effects include termination of employment; major changes in the composition, operation or size of the Company's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this Agreement makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

11.2 Company to discuss:

- (a) The discussions will take place as soon as is practicable after the Company has made a definite decision as described in 11.1(a) and will cover, inter-alia, any reason for the proposed major changes, any measure to avoid or minimise any adverse effects to the employees concerned.
- (b) For the purpose of the discussion, the Company will provide to the employees concerned and, if requested as above, their union, all relevant information about the proposed changes including the reasons for the changes, the number and categories of employees likely to be affected, and the number of employees normally employed and the period over which the changes are likely to be carried out, provided that the Company will not be required to disclose confidential information the disclosure of which would adversely affect the company.
- (c) This provision does not provide the union concerned or any of its officials with greater access to the workplace than is available under the Fair Work Act nor does it create any right to a paid meeting of, or involving, union members.

11.3 Consultation regarding changes to rosters or hours of work

For a change to the employees' regular roster or ordinary hours of work, the Company will:

- (a) Provide information to the employees about the change; and
- (b) Invite the employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
- (c) Consider any views given by the employees about the impact of the change.

12. PROCEDURES FOR THE AVOIDANCE OF INDUSTRIAL DISPUTES

- (a) In the event of a dispute in relation to a matter arising under this Agreement or a dispute in relation to the NES or General Protections, in the first instance the parties will attempt to resolve the matter at the workplace in the following manner.

STEP 1 - The Employee, and the Elected Union Delegate or JCC member or other nominated

representative, will raise the matter with the immediate Supervisor for resolution.

STEP 2 - If not resolved, the Employee and the Elected Union Delegate or JCC member or other nominated representative will meet with the Site Manager for resolution.

STEP 3 - If not resolved, the Employee and the Union Organiser or other nominated representative, will meet or communicate with the Human Resources Director for resolution.

STEP 4 - If discussions fail to resolve the dispute in accordance with the above and all agreed steps for resolving it have been taken, the matter will be referred pursuant to this Agreement to the Fair Work Commission (FWC) for the purposes of mediation and/or conciliation.

STEP 5 - If the parties involved fail to resolve the matter in accordance with the above, either party may refer the matter to the FWC to determine the matter by arbitration. The parties agree to act in accordance of the determination.

- (b) A party to the dispute will appoint another person, organization or association to accompany or represent them in relation to the dispute.
- (c) It is a term of this Agreement that while the dispute settlement procedure is being conducted work will continue normally unless the employee has a reasonable concern about an imminent risk to their health or safety. Subject to the concern regarding OHS, the employee must not unreasonably fail to comply with a direction by the Company to perform other available work, whether at the same enterprise or another enterprise, that is safe and appropriate for the employee to perform.
- (d) The decision of the FWC will bind the parties, subject to either party exercising a right of appeal against the decision to the Full Bench.

13. EMPLOYER AND EMPLOYEE DUTIES

- 13.1** The Company will 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 of this Agreement provided that such duties are not designed to promote de- skilling.
- 13.2** The Company will direct an employee to carry out such duties and use such tools and equipment as will be required provided that the employee has been properly trained in the use of such tools and equipment.
- 13.3** Any direction issued by the Company under this clause is to be consistent with the Company's responsibilities to provide a safe and healthy working environment.

14. EMPLOYMENT CATEGORIES

- 14.1** All new employees will be informed of the basis for employment, which will be either Permanent Full-time, or Permanent Part-time or Casual.

14.2 Flexible Part Time Employment

- (a) An employee will 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 for a minimum of three consecutive hours a

shift. In order to meet their personal circumstances, a part-time employee may request and the Company may agree to an engagement for less than the minimum of three hours.

- (c) Before commencing part-time employment, the employee and the Company must agree in writing:
 - (i) on the hours to be worked by the employee, the days on which they will be worked and the commencing and finishing times for the work; and
 - (ii) on the classification applying to the work to be performed in accordance with Schedule B.
- (d) The terms of the Agreement in clause (c) above may be varied by consent in writing.
- (e) The Agreement under clause (c) above or any variation to it under clause (d) above must be retained by the Company and a copy of the Agreement and any variation to it must be provided to the employee by the Company.
- (f) Except as otherwise provided in this Agreement, a part-time employee must be paid for the hours agreed on in accordance with clauses (c) and (d) above.
- (g) The terms of this Agreement will apply pro rata to part-time employees on the basis that ordinary weekly hours for full-time employees are 38.
- (h) A part-time employee who is required by the Company to work in excess of the hours agreed under clauses (c) and (d) must be paid overtime in accordance with the overtime clause contained in this Agreement.

14.3 Public holidays

- (a) Where the part-time employee's normal paid hours fall on a public holiday prescribed in this Agreement and work is not performed by the employee, such employee must not lose pay for the day.
- (b) Where the part-time employee works on the public holiday, the part-time employee must be paid in accordance with this Agreement.

14.4 Job Sharing

Job Sharing arrangements will be considered by Cargill only on the following basis:

- (a) Two current full time employees may apply to fill one full time equivalent position on a job share basis.
- (b) The job sharing role, if approved, will only commence when a suitable back fill of the second full time role is filled.
- (c) If any one employee withdraws or otherwise vacates the arrangement (eg by resignation) the other employee must find another job share partner or return to full time status, for the avoidance of doubt there will be no redundancy arising as a result of the change in arrangement.
- (d) Should one party to a job sharing arrangement be unable to fulfil their obligations on any day, then the other party to that job sharing arrangement shall, as far as practicable, be solely responsible to ensure that the shared job is completed to the Company's

satisfaction.

- (e) The approval of any job sharing request will be considered by the Company however may be declined on reasonable business grounds.

14.5 Casual employment

- (a) A casual employee is to be one engaged and paid as such. A casual employee, for working ordinary time will be paid an hourly rate calculated on the basis of one thirty-eighth of the week's pay as applicable at the Plant or Terminal for an equivalent full time position, for the work being performed plus a casual loading of 25 per cent. The loading constitutes part of the casual employee's all-purpose rate.
- (b) A casual employee, other than an irregular casual employee as defined at subclause (d) below, who has been engaged by the Company for a sequence of periods of employment during a period of 6 months will thereafter have the right to elect to have their contract of employment converted to full-time employment or part-time employment if the employment is to continue beyond the conversion process.
- (c) An employee must not be engaged and re-engaged to avoid any obligation under this Agreement.
- (d) An "irregular casual employee" is one who has been engaged to perform work on an occasional or non-systematic or irregular basis.
- (e) All other terms and conditions are in accordance with the Manufacturing and Associated Industries and Occupations Award 2020.

15. TERMINATION OF EMPLOYMENT

15.1 Notice of Termination by Employer

- (a) In order to terminate the employment of an employee the Company must give the following notice:

Period of Continuous Service	Period of Notice
Not more than 1 year	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 outlined above, employees over 45 years of age at the time of the giving of the notice with not less than two years service, are entitled to an additional week's notice.
- (c) Payment in lieu of the notice prescribed above must be made if the appropriate notice period is not given. Payment in lieu of notice may be made in whole for the full notice period or in part, by providing part of the period of notice specified to be worked and part payment in lieu thereof.
- (d) 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:

- (i) the employee's ordinary hours of work (even if not standard hours); and
 - (ii) the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and
 - (iii) any other amounts payable under the employee's contract of employment.
- (e) The period of notice in this clause does not apply:
- (i) in the case of dismissal for serious misconduct, as defined in the FW Act Regulations;
 - (ii) to employees engaged for a specific period of time or for a specific task or tasks; or
 - (iii) to casual employees.
- (f) For the purposes of this clause, service will be calculated in the manner prescribed by this Agreement. Continuous service is defined by clause 22 of the FW Act.

15.1 Notice of Termination by Employee

- (a) The notice of termination required to be given by an employee will be the same as that required of a Company, except that there is no additional notice based on the age of the employee.
- (b) If an employee fails to give the notice set out in this clause, the Company has the right to withhold monies due to the employee to a maximum amount equal to the amount the employee would have received for the period of notice not given, provided that those monies are deducted only from the employee's wages component of any such amount.

15.3 Job search entitlement

Where the Company has given notice to an employee, the 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 convenient to the employee after consultation with the Company.

16. REDUNDANCY

16.1 Definitions

- (a) **Business** includes trade, process, business or occupation and includes part of any such business.
- (b) **Redundancy** occurs where the Company has made a definite decision that the Company no longer requires the job the employee has been doing done by anyone and that decision leads to the termination of employment of the employee, except where this is due to the ordinary and customary turnover of labour.
- (c) **Transmission** includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and **transmitted** has a corresponding meaning.
- (d) **Weeks pay** means the ordinary time rate of pay for the employee concerned. That rate

excludes:

- overtime
- penalty rates;
- allowances;
- shift allowances;
- special rates;
- fares and travelling time allowances;
- bonuses; and
- any other ancillary payments of a like nature.

16.2 Severance pay

(a) In addition to the notice period applicable under this Agreement, an employee whose employment is terminated by reason of a redundancy is entitled to the following amount of severance pay of four weeks pay for the first year after six months of continuous employment with the company, plus four weeks per year for second and subsequent years accrued to a maximum of 104 weeks pay. Otherwise, part years of service will be paid on a pro rata basis.

(b) Outplacement Service

The Company will provide to employees whose positions have been made genuinely redundant the services of a selected outplacement agency, the total cost of which will not exceed \$1000 per employee.

16.3 Employees exempted

This clause does not apply to:

- employees terminated as a consequence of misconduct or poor performance;
- probationary employees;
- apprentices;
- trainees;
- employees engaged for a specific period of time or for a specified task or tasks; or
- casual employees.

16.4 Suitable Alternative Employment

Subject to agreement between the Company and the employee, the Company may obtain acceptable alternative employment for an employee. If the acceptable alternative employment comprises lower paid duties, notice will be paid to the employee in accordance with clause

16.7.

If agreement cannot be reached, the employee will be paid severance pay in accordance with this clause.

16.5 Employee leaving during notice period

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice set out in the "Termination"

clause of this Agreement. In this circumstance the employee will be entitled to receive the benefits and payments they would have received under this clause had they remained with the Company until the expiry of the notice, but will not be entitled to payment in lieu of notice.

16.6 Job search entitlement

- (a) During the period of notice of termination given by the Company in accordance with this Agreement, an employee will be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) if the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee will, at the request of the Company, be required to produce proof of attendance at an interview or they will not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.
- (c) The job search entitlements under this subclause apply in lieu of 16.5.

16.7 Transfer to Lower Paid Duties

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

16.8 Transmission of business

The provisions of this clause are not applicable where a business is before or after the date of this Agreement, transmitted from the Company to another employer (in this subclause called the second employer), in any of the following circumstances:

- (a) Where the employee accepts employment with the second employer which recognises the period of continuous service which the employee had with the Company and any prior Company to be continuous service of the employee with the second employer; or
- (b) Where the employee rejects an offer of employment with the second employer:
 - in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the Company; and
 - which recognises the period of continuous service which the employee had with the Company and any prior Company to be continuous service of the employee with the second employer.

17. ABSENCE FROM DUTY

Unless a provision of this Agreement states otherwise (e.g. personal leave), an employee not attending for duty will lose their pay for the actual time of such non-

attendance.

18. STANDING DOWN EMPLOYEES

The Company has the right to deduct payment for any day the employee cannot be usefully employed because of any strike or industrial action (other than industrial action engaged in or organised by the Company) or through any breakdown in machinery or any stoppage of work by any cause for which the Company cannot reasonably be held responsible.

19. NOT USED

20. CLASSIFICATIONS AND RATES OF PAY

20.1 Rates of Pay for Adult Employees

- (a) Adult employees, other than those specified in (b) below, will be entitled to receive at least the rate of pay specified for the relevant classification as set out in Schedule A and B of this Agreement.
- (b) The following adult employees are not entitled to receive the agreed rate of pay set out in (c) below:
- Adult apprentices.
 - Employees receiving a supported wage.
 - Trainees.
- (c) **Wage Increases**
- (i) Wages will be increased as per attached Schedule A.
- (ii) the wage increases specified in sub-clause (i) of this clause will be payable in addition to the current agreed enterprise rates of pay and will constitute part of the all purpose rate of pay in respect of employees subject to this Agreement.
- (iii) The wage increases referred to in sub-clause (i) of this clause will not be absorbed into any over award payment.

20.2 Mixed Functions

(a) Higher Rate

Where an employee is put to work temporarily at a classification higher than that under which they were engaged or deemed to be working, they will be paid for such classification for the whole of that day where more than two hours of the day is spent working at a higher classification.

(b) Lower Rate

An employee will not suffer any deduction in wages during any day by reason of being directed to work a part of such day at a classification lower than that under which they were engaged or deemed to be working.

21. ALLOWANCES AND SPECIAL RATES

The wage rates provided for in this Agreement are inclusive of all allowances applicable under the Award, excluding meal allowances, leading hand allowance and shift allowance.

21.1 Meal Allowance

Refer to Clause 29.10 of this Agreement.

21.2 Leading Hand Allowance

The Leading Hand allowance will be \$31.71 per week or \$63.42 per fortnight (the pay period) and will be increased by the percentage wage increase as per attached Schedule A.

22. EXTRA RATES NOT CUMULATIVE

Extra rates in this Agreement, except "Special Rates" and rates for work on public holidays are not cumulative so as to exceed the maximum of double the ordinary rates.

23. PAYMENT OF WAGES

Wages will be paid each fortnight by Electronic Funds Transfer into a banking account (EFT compatible) nominated by the employee. In the event of a public holiday, the payment date can be moved back by one day.

Where there is a request for a payroll adjustment to be made the request will be made by the site payroll administrator to payroll team with approval from the Site Accountant. The respective payroll service team member will seek the HR Directors approval.

Examples of claims that will justify an additional adjustment run:

1. System/technology errors
2. Hardship claims (whole pay missed, pt time bank account inaccuracies etc)
3. Melbourne payroll services team input errors
4. JP Morgan banking issues

Examples of claims that will not justify an additional adjustment run:

1. Paperwork not received on time
2. Unpaid overtime
3. Hourly rate adjustments not notified
4. Allowances not notified
5. Leave requests not notified

24. PROTECTIVE CLOTHING

Personal safety equipment and clothing must be worn as directed by the Company.

Appropriate and sufficient overalls, gloves, footwear, wet-weather clothing and safety equipment (PPE), will be supplied to employees each anniversary or on a fair wear and tear basis.

25. SUPERANNUATION

Superannuation entitlements will in accordance with the Superannuation Guarantee Legislation.

Superannuation will be paid on ordinary time earnings. For the purposes of calculating superannuation entitlements, ordinary time earnings will include rostered overtime.

25.1 Right to choose an Approved Superannuation Scheme

All employees will have the right to choose their Superannuation fund pursuant to this clause. In the event an employee does not elect to choose their own fund, the requirements under the superannuation legislation will apply.

25.2 "Approved superannuation scheme" - For the purposes of this clause, approved superannuation scheme means a scheme which complies with the relevant superannuation legislation.

26. ORDINARY HOURS OF WORK

Over-riding what follows to the extent of any inconsistency, it is the intention of this Agreement to reflect a 38 hour week, worked where possible as a 19 day month. The wages will be averaged over the four-week cycle by accumulating 24 minutes per ordinary day and paying this on the final day of the cycle in a rostered day off.

Where it is not possible to work a 38 hour week, 19 day month, then a standard week will be 38 hours and overtime will be worked to ensure the shift continuity.

26.1 Ordinary Hours of Work-Day Workers

- (a) The ordinary hours of work for day workers will be an average of 38 per week to be worked on one of the following basis:
 - (i) Thirty-eight (38) hours within a work cycle not exceeding seven (7) consecutive days; or
 - (ii) Seventy-six (76) hours within a work cycle not exceeding fourteen (14) consecutive days; or
 - (iii) One hundred and fourteen (114) hours within a work cycle not exceeding twenty-one (21) consecutive days; or
 - (iv) One hundred and fifty two (152) hours within a work cycle not exceeding twenty-eight (28) consecutive days.
 - (v) One hundred and ninety (190) hours within a work cycle not exceeding thirty- five (35) consecutive days.
- (b) These ordinary hours of work will be worked in five (5) days of eight (8) hours per day Monday to Friday between the hours of 6.00am and 6.00pm. Such hours will be worked continuously except for meal breaks.
- (c) The spread of ordinary hours (6.00am to 6.00pm) may be altered by up to one hour at either end of the spread, by agreement between the Company and the majority of employees concerned or in appropriate circumstances, between the Company and an individual employee.
- (d) Any work performed outside the spread of hours is to be paid for at overtime rates. However, any work performed by an employee prior to the spread of hours which is continuous with ordinary hours for the purpose, for example, of getting the plant in a state

of readiness for production work is to be regarded as part of the 38 ordinary hours of work.

- (e) The daily hours and weekly hours prescribed in this Agreement may be altered by mutual consent between the Company and a majority of the employees affected and upon one week's notice given to the employees.
- (f) Where agreement is reached in accordance with 26.2(b) of this provision the minimum rate to be paid for a day worker for ordinary time worked between midnight on Saturday and midnight on Sunday will be double (200%) time.

26.2 Methods of Arranging Ordinary Working Hours.

- (a) Subject to the Company's right to fix the daily hours of work for day workers from time to time within the spread of hours and the Company's right to fix the commencing and finishing time of shifts from time to time, the arrangement of ordinary working hours is to be by agreement between the Company and the majority of employees in the enterprise or part of the enterprise concerned. This does not preclude the Company reaching agreement with individual employees about how their working hours are to be arranged.
- (b) Matters upon which agreement may be reached include:
 - (i) how the hours are to be averaged within a work cycle established in accordance with the content of this clause;
 - (ii) the duration of the work cycle for day workers provided that such duration will not exceed 3 months;
 - (iii) rosters which specify the starting and finishing times of working hours;
 - (iv) a period of notice of a rostered day off which is less than four weeks;
 - (v) substitution of rostered days off;
 - (vi) accumulation of rostered days off;
 - (vii) arrangements which allow for flexibility in relation to the taking of rostered days off;
 - (viii) any arrangements of ordinary hours which exceed 8 hours in any day.

26.3 Daylight Saving

Where by reason of State legislation, summer time is prescribed as being in advance of the standard time in that State the length of any shift:

- Commencing before the time prescribed by the relevant legislation for the commencement of a summer time period; and
- Commencing on or before the time prescribed by such legislation for the termination of a summer time period, will be deemed to be the number of hours represented by the difference between the time recorded by the clock at the beginning of the shift and the time so recorded at the end of the shift. The time of the clock in each case is to be set to the time fixed by the relevant State legislation.

In this subclause the expressions "standard time" and "summer time" will bear the same meaning as are prescribed by the relevant State legislation.

26.4 Make Up Time

- (a) An employee may elect, with the consent of the Company, to work 'make up time' under

which the employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Agreement.

- (b) An employee on shift work may elect, with the consent of the Company, to work 'make up time' under which the employee takes time off during ordinary hours and works those hours at a later time, at the shift work rate which would have been applicable to the hours taken off.

27. SHIFTWORK

27.1 Definitions

"Afternoon shift" means any shift finishing after 6.00pm and at or before midnight.

"Day shift" means any shift finishing after 8.00am and at or before 6.00pm.

"Night shift" means any shift finishing after midnight and at or before 8.00am.

"Rostered shift" means a shift of which the employee has had at least 48 hours notice.

"Continuous shift" means work carried on consecutive shifts of employees throughout the 24 hours of at least six consecutive days without interruption except during breakdowns, meal break or unavoidable delays caused beyond the control of the Company.

"Roster cycle" means the period taken for complete rotation of the shift roster as agreed between the Company and the majority of employees concerned and/or their elected union delegate or JCC member.

27.2 Shift Hours

This sub-clause will apply to all shift workers herein before defined.

- (a) The ordinary hours of such shift workers will average 38 hours per week as provided in Sub-Clause 27.1 of this Agreement and will not exceed one hundred and sixty (160) in (28) twenty-eight consecutive days.

27.3 Minimum Shift Hour Requirements

Subject to the following conditions shift workers will work at times as required by the Company:

- (a) A shift will normally consist of eight (8) hours minimum.
- (b) Except at the regular changeover of shifts an employee will not normally be required to work more than one (1) shift in each twenty-four (24) hours.
- (c) Twenty (20) minutes each shift will be allocated to shift workers for crib time, a period that will be counted as time worked.

27.4 Hours - Non Continuous Shift Work

This sub-clause will apply to shift workers not working continuous shift work as defined.

The ordinary hours of such shifts will average thirty-eight (38) per week Monday to Friday in accordance with sub-clause 27.2. Such ordinary hours will be worked continuously except for meal breaks at the discretion of the company.

27.5 Shift Start/Finish Time

Shift rosters will specify the commencing and finishing times of ordinary working hours of the respective shifts.

27.6 Variation of Shifts by Agreement

The time of commencing and finishing shifts, once having been determined, may be varied by agreement between the Company, the majority of employees concerned to suit the circumstances of establishment or, in the absence of agreement, by one month's notice of alteration given by the company to the employees.

27.7 Afternoon Shift

Shift workers on afternoon shift will be paid an additional 17.5% of their ordinary rate.

27.8 Night Shift

Shift workers on night shift will be paid 17.5% in addition to their ordinary rate.

27.9 Shift Overtime

Subject to Section 62 of the FW Act shift workers for all time worked in excess of or outside working hours prescribed will be paid at the rate of time and a half (150%) for the first two hours and double (200%) time thereafter; excepting between the start of day shift Saturday and the end of night shift Sunday when all overtime work will be paid at double (200%) time.

27.10 Saturday Shift Work

The minimum rate to be paid to any shift worker for work performed between the start of day shift on Saturday and the end of night shift on Saturday will be time and a half (150%). Such extra rate will be in substitution for and not cumulative upon the shift premiums prescribed in sub-clauses 27.7 and 27.8 hereof.

27.11 Sundays and Public Holidays

- (a) The minimum rate to be paid to any shift worker for work performed between the start of day shift Sunday and the end of night shift Sunday will be at double (200%) time. Such extra rate will be in substitution for and not cumulative upon the premiums prescribed in sub-clauses 27.7 and 27.8 hereof.
- (b) The minimum rate to be paid to any shift worker for work performed between the start of day shift on the public holiday and the end of night shift on the public holiday will be at double time and a half (250%). The extra rate will be in substitution for and not cumulative upon the shift premiums prescribed in sub-clauses 27.7, 27.8 and 36, Public Holidays of this Agreement.

27.12 Shift Rostering

- (a) The Company operates on a 7 day-24 hour continuous shift roster, supplemented by shift employees working continuous day shift, subject to product supply and demand. Where product supply or demand is interrupted the Company is to retain the flexibility to adopt alternate rosters with one month's notice to employees. Rosters may also be varied at any time by agreement of the parties. Where possible Rosters will be posted 7 days or more in advance and employees should have at least 48 hours notice of their rostered shift.

(b) 12 Hour Shift Roster

It was agreed that in designing the 12 hour roster, that there be no additional cost to the Company resulting from these working arrangements.

To this end, the following issues have been specifically clarified:

1. Sick leave accrued and leave taken to be recorded as hours not days.
2. Annual leave accrued and leave taken to be recorded as hours not days.
3. Public holidays will be interpreted as 8 working hours for the purpose of paying penalty rates on leave, or the hours attended and worked, whichever is greater.
4. All other leave entitlements not specifically mentioned will be converted to hours.
5. Management and the employees through the Joint Consultative Committee will develop a roster to ensure that at all times relief is available in the event an employee is unable to report to work.
 - There will be no standby payment for those participating in the coverage roster;
 - At times an employee will wish to 'swap' a shift (i.e. 12 hours) with another employee. This can only be done with the consent of the employee's immediate supervisor. The change is to be organised by the employee requesting the changes, and is to be done so that no additional cost to the company is incurred.
6. The new working day will commence at 7.00am with the evening shift change at 7.00pm. Each shift stands alone for penalties. A penalty for a shift that starts on Saturday, Sunday or Public Holiday will not change within a shift; a shift that starts without a penalty continues without a penalty for the whole of the shift.

28. MEAL BREAKS

An employee not working shiftwork will take a paid 10-minute crib break and a paid 30- minute meal break at a time to meet the circumstances of the work at hand. The Company will endeavour to ensure that no employee is required to work more than 5 hours without a meal break.

29. OVERTIME

29.1 Payment for Working Overtime

- (a) Except as provided for elsewhere in this clause, for all work done outside ordinary hours,

the rates of pay will be time and a half (150%) for the first two hours and double (200%) time thereafter, such double (200%) time to continue until the employee has been released from overtime duty. In the computation of overtime, each day will stand alone.

- (b) For the purposes of this clause "ordinary hours" means the hours worked in an enterprise, fixed in accordance with this Agreement.
- (c) Subject to sub clause (e) of this clause employees called to work overtime before their shift and continuous with their shift will be paid a minimum of four hours at double (200%) time rates.
- (d) Day workers required to work in excess of four hours on Saturday and Sunday will be allowed a paid break of 30 minutes at the completion of each four hours. This may be extended by agreement between the employee(s) concerned and supervisory management.
- (e) The roster of an employee will not normally be changed without 48 hours notice being given of such intention to change the roster. In the absence of such 48 hours notice double (200%) time will be paid for all time worked on the changed roster until the expiry of a 48 hour period after notice was given.
- (f)
 - (i) An employee may elect, with the consent of the Company, to take time off in lieu of payment for overtime at a time or times agreed with the Company.
 - (ii) Overtime taken as time off during ordinary time hours will be taken at the ordinary time rate that is an hour for each hour worked.
 - (iii) The Company will, if requested by an employee, provide payment, at the rate provided for the payment of overtime in the Agreement, for any overtime worked under paragraph (i) of this subclause where such time has not been taken within four weeks of accrual.
- (g) When not less than 7 hours 36 minutes notice has been given to the Company by a relief shiftworker that they will be absent from work and the shiftworker whom that person should relieve is not relieved and is required to continue work on their rostered day off the unrelieved employee will be paid double (200%) time.

29.2 Requirement to Work Reasonable Overtime

- (a) Subject to subclause (b) below, the Company may require an employee to work reasonable overtime at overtime rates and such employee will work overtime in accordance with such requirement and in accordance with the NES.
- (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 their intention to refuse it; and
 - (v) any other relevant matter.

29.3 One in, All in does not Apply

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

29.4 Rest Period after Overtime

- (a) When overtime is necessary it will, whenever reasonably practical, be so arranged that employees have at least 10 consecutive hours off duty between the work of successive days.
- (b) An employee who works so much overtime between the termination of their ordinary work, on one day and the commencement of their ordinary work on the next day that they have 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 they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (c) If, on the instructions of the Company, such an employee resumes or continues work without having had such 10 consecutive hours off duty, they will be paid at double (200%) rates until they are released from duty for such period and they will then be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

29.5 Call Back

- (a) An employee recalled to work overtime after leaving the site (whether notified before or after leaving the premises) will be paid for a minimum of four hours work at the appropriate rate for each time they are so recalled; provided that, except in the case of unforeseen circumstances arising, the employee will not be required to work the full four hours, if the job they were recalled to perform is completed and the site is returned to an acceptable operational status within a shorter period.
- (b) Provided further that in the event of cancellation or postponement of such recall when an employee reports to their place of duty they will be paid at the above minimum of four hours for each time they are so recalled even if they are not required to work.
- (c) This sub-clause will not apply in cases where it is customary for an employee to return to the site to perform a specific job outside their ordinary working hours, or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

29.6 Standing By

If it has been determined by the Company that a specific task will need to be performed within a designated span of hours an employee may be required to stand-by pending notification to attend for work. An employee on call and standing by is required to hold themselves in readiness and available to work after ordinary hours as and when requested. The employee will, during the period of stand-by and until released from call, be paid standing-by time at 100% of ordinary rates for all times they are to hold themselves in readiness.

29.7 Saturday Work

A day worker required to work overtime on a Saturday will be afforded at least four hours work or

paid for four hours at the rate of double (200%) time, except where the overtime is continuous with overtime commenced on the previous day in which case standard overtime penalties will apply.

29.8 Sunday Work

Employees required to work overtime on Sundays will be paid for a minimum of four hours work at double (200%) time. The double (200%) time is to be paid until the employee is relieved from duty.

29.9 Rest Break

An employee working overtime must be allowed a rest break of 20 minutes without deduction of pay after each four hours of overtime worked if the employee is to continue work after the rest break.

An employee working overtime immediately after the completion of ordinary hours on a day or shift and the period of overtime is to be more than 1.5 hours, an employee, before starting the overtime, is entitled to a rest break of 20 minutes to be paid at the rate of pay applying to the employee immediately prior to the scheduled meal break.

29.10 Meal Allowance

- (a) An employee is entitled to a meal allowance of \$12.98 on each occasion that the employee is entitled to a rest break in accordance with the previous subclause, except in the following circumstances:
 - (i) if the employee is a day worker and was notified no later than the previous day that they would be required to work such overtime;
 - (ii) if the employee is a shift worker and was notified no later than the previous day or previous rostered shift that they would be required to work such overtime;
 - (iii) if the employee lives in the same locality as the enterprise and could reasonably return home for meals.
- (b) If an employee has provided a meal or meals on the basis that they have been given notice to work overtime and the employee is not required to work overtime or is required to work less than the amount advised, they will be paid the prescribed meal allowance for the meal or meals which they have provided but which are surplus.

29.11 Training/Meetings

Where an employee undertakes training required by the Company it will be at the Company's expense and as far as practicable in the employee's usual working time and the employee will not lose pay for attendance or travel costs associated with such training.

The Company is to roster employees for attendance at training during rostered working hours, where practicable. Training attended during an employee's rostered working hours will be paid as per normal rate of pay for those hours, had they otherwise been worked.

Where training is scheduled for attendance outside of rostered working hours, an employee's attendance at that training will be paid at the applicable overtime rates.

If an employee is required to attend training that is held off site, and that training results in the employee having to travel a greater distance than they would normally

travel to their normal place of work, the employee will be paid the extra distance at the rate applicable under this Agreement.

Where an employee seeks to undertake further training and development that is consistent with the needs of the Company the Company will provide assistance to the employee, subject to approval.

29.12 Transport of Employees

An employee called back to the Plant or Terminal is entitled to be reimbursed for the distance travelled to and from the facility and their place of residence. The reimbursement is of kilometres travelled in accordance with the applicable ATO rates, as amended.

30. ANNUAL LEAVE

30.1 NES to apply

Except where the content of this clause provides a more favourable outcome for an employee annual leave will be provided in accordance with the NES.

30.2 Entitlement

An employee is entitled to accrue 4 weeks of Annual Leave per each year of service, in accordance with their ordinary hours of work.

Additional leave entitlement for shift workers

An employee is also entitled to accrue an extra week (or pro rata for the time worked of less than 12 months) of paid annual leave, for each completed 12 month period of continuous service as a 7 day shift worker (as defined in the FW Act).

A shiftworker is a seven day shiftworker who is regularly rostered to work on Sundays and public holidays.

30.3 Loading on Annual Leave

In addition to the wages applicable to the period of leave, an employee, during a period of annual leave, will receive a loading calculated according to the following:

- (a) Day Workers - employees who would have worked on day work only had they not been on leave - a loading of 17.5% or the relevant weekend penalty rates, whichever is greater but not both.
- (b) Shift Workers - employees who would have worked on shift work had they not been on leave - a loading of 17.5% or the shift loading (including relevant weekend penalty rates) whichever is the greater but not both.

30.4 Taking Leave

Annual leave will accrue and become available for application and approval, as agreed between the Company and employee.

30.5 Notice of Leave

Employees will apply for approval to take leave at least two weeks' prior to the commencement of annual leave or a lesser period of notice by agreement between the Company and employee.

Excessive leave

Notwithstanding Section 88 of the FW Act, if the Company has genuinely tried to reach agreement with an employee as to the timing of taking annual leave, the Company can require the employee to take annual leave by giving not less than four weeks notice of the time when such leave is to be taken if:

- (a) at the time the direction is given, the employee has eight weeks or more of annual leave accrued; and
- (b) the amount of annual leave the employee is directed to take is less than or equal to a quarter of the amount of leave accrued.

30.6 Annual Leave in Advance

- (a) The Company may grant to an employee their annual leave, or a part thereof, on a case by case basis, before the leave has accrued. An employee must firstly accrue the leave taken in advance before additional leave accrues.
- (b) Where the annual leave or part thereof has been granted to an employee pursuant to this sub-clause before the leave has accrued:
 - (i) the employee subsequently leaves or is discharged before completing the twelve months continuous service in respect of which the leave or part leave was granted; and
 - (ii) the sum paid by the Company to the employee for the leave or part leave taken in advance exceeds the sum, which the Company is required to pay the employee under sub-clause 30.2 of this clause;
 - (iii) the Company will not be liable to make any payment to the employee and will be entitled to deduct the amount of such excess, but excluding any sums paid for any of the holidays prescribed by clause 36.1 of this Agreement, from any remuneration payable to the employee upon termination of the employment.

30.7 Public Holidays During Leave

A period of annual leave will be exclusive of any public holidays prescribed by clause 36.1 and will not be taken as a day of annual leave.

30.8 Annual Leave Flexibility

Annual leave will be taken at times consistent with the needs of the Plant or Terminal. Cargill will not be unreasonable in considering applications by employees for annual leave.

It is recognised that Cargill needs to manage the annual leave and long service leave entitlements for its' employees. Cargill will introduce a plan to manage the accumulation and taking of leave. It is also recognised that there is an obligation to grant, and an obligation to take leave.

Annual leave may be broken into more than one period, provided that at least one period is of at least 14 consecutive days including weekends and public holidays. An employee's request for a single unbroken period will be taken into account in granting leave.

31. PERSONAL LEAVE

The entitlements to Personal Leave, including sick leave and carer's leave will be in accordance with the NES:

(a) Notice and Evidence Requirements

(i) Notification

An employee will, as soon as reasonably practicable, inform the Company of their inability to attend for duty and, as far as practicable, state the nature of the injury or illness and the estimated duration of the absence.

(ii) Certificate Required

An employee is entitled to 3 non-consecutive single days absence in any year without being required to provide evidence justifying that absence. For all other days absent on personal leave, the employee must provide the Company evidence that would satisfy a reasonable person that they were unable on account of such illness or injury to attend for duty on the day or days for which sick leave is claimed, including a doctor's certificate or statutory declaration.

(b) Workers Compensation

An employee will not be entitled to paid leave of absence for any period in which they are entitled to workers compensation.

(c) Payment of unused sick leave

In the case of termination on the grounds of redundancy, ill health or by genuine resignation, including retirement (and in accordance with the Termination of Employment clause) or by mutual agreement, all accrued sick leave that is outstanding at the time is to be paid out. No such accruals will be paid to an employee whose employment is terminated on any other grounds.

32. COMPASSIONATE LEAVE

The entitlement to Compassionate leave will be in accordance with the NES. This entitlement applies as follows:

(a) An employee (other than a casual) is entitled to up to 2 days per occasion of paid Compassionate Leave:

(i) for the purposes of spending time with a person who is a member of the employee's immediate family or household who:

- i. contracts or develops a personal illness that poses a serious threat to the person's life; or
- ii. sustains a personal injury that poses a serious threat to the person's life,

(ii) after the death of a member of the employee's immediate family or household.

(iii) where a child is stillborn, where the child would have been a member of the employee's immediate family, or a member of the employee's household, if the child

had been born alive; or

- (iv) where the employee, or the employee's spouse or de facto partner, has a miscarriage
- (b) A casual employee will be entitled to unpaid compassionate leave.
- (c) The employee will supply any evidence that the Company reasonably requires of the illness, injury, death, stillbirth or miscarriage.

33. LONG SERVICE LEAVE

- (a) Except as outlined below, Long Service Leave entitlements are in accordance with the Long Service Leave Act 1955 (NSW).

- (b) **Long Service Leave Flexibility**

It is recognised that long service leave is not designed to be held and taken as a cash amount on termination of employment. It is designed to give people a significant break from work after serving a long period with one Company. It is agreed that measures need to be taken to appropriately manage long service leave balances.

Employees who have not taken their Long Service Leave within 18 months of it falling due may be required to take at least four weeks each six months until their balance is managed down to an entitlement of 71 days. Once 71 days is reached an employee may be required to take the balance of their entitlement on six months notice. From the effective date of this Agreement employees who become entitled to Long Service Leave balance may be required to take the whole of their long service leave on four weeks notice once it has fallen due.

Eligibility to physically take long service leave will occur on the completion of five years service. On that anniversary, provided the accrued annual leave is less than thirty days, an employee may choose to take two weeks long service leave. The eligibility to take the two weeks long service leave expires at the completion of seven years service.

A subsequent eligibility to take two weeks long service leave will be available at the completion of seven years service. On that anniversary and provided the annual leave accrual is less than thirty days, an employee can choose to take two weeks long service leave.

At the tenth anniversary of appointment all accrued long service leave, less any previously taken, can be utilised.

The following should be noted in regard to prorated and accrued long service leave:

- (i) No long service leave will be paid as cash during employment.
- (ii) Long service leave will be paid on termination where employment is greater than ten years except in circumstances as outlined by the Long Service Leave Act.
- (iii) If long service leave is not taken prior to the completion of seven years service it is not possible to add the two weeks to the subsequent two weeks granted at the seventh year. The ability to take more than two weeks long service leave at one time

- will not be available till the tenth year.
- (iv) Long service leave can be taken in conjunction with annual leave.
 - (v) Every effort will be made to allow staff to take leave when requested, this is however, not always possible. The taking of long service leave will be at the convenience of the Company.
 - (vi) Prior to long service leave being taken the supervisor must receive and approve an application form from the employee. The approved application should then be forwarded to Human Resources, Melbourne for processing.

34. COMMUNITY SERVICES LEAVE

Community Services Leave will be in accordance with the NES.

Jury Service Leave Entitlement

An employee required to attend for jury service during their ordinary working hours will be reimbursed by the Company an amount equal to the difference between the amount paid in respect of attendance for jury service and the amount of wages they would have received in respect of the ordinary time they would have worked had they not been on jury service.

Notification

An employee will notify the Company as soon as possible of the date upon which they are required to attend for jury service. Further the employee will give the Company proof of their attendance, the duration of attendance and the amount received in respect of jury service.

Emergency Services Leave

Employees are eligible to take unpaid leave in accordance with the NES to undertake an eligible community service activity such as voluntary emergency management including, but not limited to, the State Emergency Service (SES).

The aim is to provide for a period of unpaid special leave for those employees who undertake voluntary emergency service work within the community.

Employees wishing to participate in these services must advise Human Resources in writing that they are registered as a volunteer worker with a recognised emergency service organisation and must provide evidence of registration from the applicable Emergency Service to the Company.

On each occasion that the employee requests to take Emergency Services Leave, they are responsible to communicate with the Manager immediately to seek approval.

The Company reserves the right to be discretionary in the approval of Emergency Services Leave in accordance with the NES.

35. PARENTAL LEAVE

The entitlements to Parental leave will be in accordance with the NES. Employees are also entitled to the paid parental leave schemes as provided by the *Paid Parental Leave Act 2010 (Cth)*.

36. PUBLIC HOLIDAYS

36.1 Prescribed Holidays

- (a) A full-time employee is entitled to the following public holidays, without loss of pay:
- New Year Day
 - Australia Day
 - Good Friday
 - Easter Saturday
 - Easter Sunday
 - Easter Monday
 - Anzac Day
 - King's Birthday
 - Labour Day or Eight Hours' Day
 - Christmas Day
 - Boxing Day
- (b) Payment for Easter Saturday as a Public Holiday only applies when the employee worked on that day.
- (c) In addition to the public holidays prescribed in paragraph (a) of this clause one additional public holiday ("Union Picnic Day") will apply to an employee at a date agreed between the Company, union and employees.
- (d) An employee who takes a day of sick or other personal leave immediately before or immediately after a Public Holiday without approval will be required to provide a medical certificate, or will not be paid for that day.
- (e) **Substitution of Certain Public Holidays Which Fall on a Weekend**
- (i) Where Christmas Day falls on a Saturday or a Sunday, 27 December will be observed as the public holiday in lieu of the prescribed day.
 - (ii) Where Boxing Day falls on a Saturday or a Sunday, 28 December will be observed as the public holiday in lieu of the prescribed day.
 - (iii) Where New Year's Day or Australia Day falls on a Saturday or a Sunday, the following Monday will be observed as the public holiday in lieu of the prescribed day.
- (f) Where an additional public holiday is proclaimed or gazetted by the authority of the Commonwealth Government or of a State or Territory Government to be observed generally, that day will be deemed to be holiday for the purposes of this Agreement.

36.2 Payment for Time Worked on a Public Holiday

For all work done on a public holiday, the employee will be paid for a minimum of four hours work at double time and one half (250%). The double time and a half (250%) is to be paid until the employee is relieved from duty.

36.3 Rostered Day Off Falling on Public Holiday

- (a) Except as provided for in subclause (b) below, where a full-time employee's ordinary

hours of work are structured to include a day off and such day off falls on a public holiday, the employee is entitled to, at the discretion of the Company, either:

- 7 hours and 36 minutes pay at ordinary rates; or
- 7 hours and 36 minutes added to their annual leave; or
- a substitute day off on an alternative week day.

This will not apply where the rostered day off falls on a Saturday or a Sunday.

- (b) (i) Where an employee has credited time accumulated towards an RDO, then such credited time should not be taken as a day off on a public holiday.
- (ii) If an employee is rostered to take credited time as a day off on a week day and such week day is prescribed as a public holiday after the employee was given notice of the day off, then the Company will allow the employee to take the time off on an alternative week day.
- (iii) Paragraphs (i) and (ii) above will not apply in relation to days off which are specified in an employee's regular roster or pattern of ordinary hours. Subclause will apply in such circumstances.

37. UNION RELATIONS

- 37.1** The Company recognises the rights of employees to elect a union delegate and co- delegate for the purposes of this Agreement.
- 37.2** Where reasonably practicable the delegate and the co-delegate must seek to obtain permission from their respective supervisors if they wish to leave their normal duties. This will not be unreasonably withheld. This authorisation should be sought as soon as the delegate or co-delegate becomes aware of an issue requiring their attention. The delegate and co-delegate will advise their respective supervisor of the expected duration of their involvement. Both parties are committed to communication and consultation in the workplace and recognise that the needs of the business are paramount.
- 37.3** The Company will not dismiss an employee, injure an employee in their employment, or alter the position of an employee to the employee's prejudice because of the employee's being, having been, or proposing to become a union delegate or co- delegate.
- 37.4** New employees will be introduced to the elected union delegates during their initial weeks of onboarding with Cargill. The purpose of these introductions is to make new employees aware of union representation in the workplace. Designated union delegates will be provided with reasonable time to attend to Cargill specific issues as part of their role.
- 37.5** The delegate and co-delegate will have access to a secure notice board for the purpose of posting notices and announcements relating to their unions' activities, provided that such notices are relevant to the site or the union.
- 37.6** The elected union delegates will have reasonable access to a computer for word- processing purposes, a photocopier, facsimile machine and a private meeting room, if necessary.
- 37.7** Elected union delegates will, on application to the Company, be allowed up to five days per year (non-cumulative) to attend reasonable and approved industrial training structured to promote good industrial and employee relations and fulfil their duties as an employee representative effectively. Reasonable additional days may be agreed to by the Company.

37.8 Cargill will make deductions from remuneration on authorisation by an employee for any purpose requested by the employee, including union subscriptions, providing there are at least five employees with the request, and the employee has no more than five deductions from their pay. The policy on payroll deductions may change from time to time, and the treatment of union deductions will be consistent with any other payroll deduction. Deductions will be forwarded in a timely manner as directed by the employee.

37.9 Where the Company is involved in any industrial proceedings before Fair Work Commission that directly affect employees at the Plant or the Terminal the elected union delegate will be permitted to attend such proceedings without deduction of ordinary time earnings.

38. NEWCASTLE TERMINAL EMPLOYEES ONLY

Clause 38 below will apply to Newcastle Terminal employees and to the extent of any inconsistency between these and other clauses in this Agreement, this section will take precedence to the extent of the inconsistency.

38.1 Span of Hours, Location of Work and Breaks

(a) Hours of Work and Span of Hours

- (i) The standard operating hours of Cargill's Newcastle Terminal are 6.00am- 6.00pm Monday to Friday (inclusive).
- (ii) Ordinary Hours of Work will be 38 hours per week, plus such reasonable additional hours as are necessary to meet the operational needs of Cargill. Working hours will be averaged over a 12 month period and employees may be required to work more than an average of 38 hours per week in any 12 month period in order to fulfil their duties.
- (iii) If stood down during normal hours, the remainder of the shift will be paid at ordinary rates.

(b) Rostered Day Off (RDO)

- (i) Employees will accrue a rostered day off (**RDO**) at the rate of 2 hours per week, for hours worked in excess of 38 hours per week.
- (ii) Employees will accrue RDOs whilst working.
- (iii) RDOs will be taken at a time to be agreed with Cargill.
- (iv) Employees will not be entitled to cash in their RDOs.

(c) Meal breaks

Employees are entitled to 1 unpaid meal break of 30 minutes on those days on which they work for more than 6 consecutive hours, to be taken at a time to meet the circumstances of the work at hand.

38.2 Overtime

- (a) Subject to clauses 38.3 and 38.4, employees will receive overtime for any hours worked in excess of their Ordinary Hours of Work at the following rates:

- (i) first 2 hours - time and one half (150%); and
 - (ii) thereafter - double (200%) time.
- (b) If employees work overtime after their normal ceasing time, they will be allowed a meal break of 30 minutes without deduction of pay after each 4 hours of overtime worked if they continue to work after the meal break. Alternatively, employees will be entitled to receive a meal break allowance of \$12.98 in lieu of the meal break.
 - (c) If employees have not had at least a 10-hour break between ceasing work on one day and commencing work on the next day, they will be paid at the rate of double (200%) time for all work performed, until a 10 hour break is taken.
 - (d) If worked, Christmas Day will be paid at the rate of double time and a half (250%) in addition to one hour time off in lieu for every hour worked.
 - (e) If starting at 4.00am or earlier penalty rates will be paid until the completion of the shift.

38.3 Work on Saturdays and Sundays

(a) Saturday

All time worked on Saturdays will be paid for at the rate of double (200%) time, with a minimum of 4 hours at the appropriate rate.

(b) Sunday

All time worked on Sundays will be paid for at the rate of double (200%) time, with a minimum of 4 hours at the appropriate rate.

38.4 Time Off in Lieu of Paid Overtime

- (a) Employees may elect, with the consent of Cargill, to take paid time off in lieu of payment for overtime worked, at a time or times agreed with the Company.
- (b) Paid time off will be calculated so as to ensure that it corresponds to not less than the amount of money that would have been paid if payment of money had been required for the overtime worked.
- (c) Unless agreed in writing, accumulation of paid time off in lieu of overtime worked will be given and taken in blocks of not less than 1 day and will be taken not less than 3 months from the date of accrual.
- (d) Paid time off in lieu of overtime worked will be regarded as time worked for the purposes of accumulating all employee entitlements under this Agreement.
- (e) On each occasion employees elect to use this provision, the resulting agreement will be recorded in the time and wages records at the time the Agreement is made.
- (f) This clause does not apply to work on a public holiday.

38.5 Allowances

- (a) Other than clause 38.5 (b) the Employee's base salary covers all conditions under which work is to be performed. Special rates and disability allowances applicable under the

Award for working under particular conditions will not apply, other than meal allowances.

- (b) Where an Employee is required to relieve the relevant Manager outside of ordinary hours, an allowance of \$150 per 24 hour period will be paid to the Employee. If the Employee is required to work for more than 2 hours in total during the 24 hour period and the employee can demonstrate sufficient evidence to the satisfaction of a reasonable person of such work, the Employee will be paid an additional \$150 allowance. A maximum of two allowances will be paid in any 24 hour period.

38.6 Protective Clothing

Personal safety equipment and clothing must be worn when required by the Company. Appropriate and sufficient overalls, gloves, footwear, wet-weather clothing and safety equipment (PPE) will be supplied to employees by the Company.

SIGNATURES

For the Company – Cargill Australia Limited

Signed for the Company:

Signatory name	Lauren Kamasz		
Signatory <u>address</u>	Level 11, 28 Freshwater Place, Southbank Victoria 3006		
Basis of signatory's authority to sign the Agreement Country HR Manager			
Signature	<i>LKamasz</i>	Date	22/07/2024

For the Union – Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union (AMWU)

Signed for and on behalf of the AMWU:

Signatory Name			
Signatory Address			
Basis of signatory's authority to sign the Agreement"			
Signature		Date	
Witness Name			
Witness Address			
Witness Signature			

Employee Representative

Signed for and on behalf of the employees:

Employee name	Cameron Roche		
Employee address	51 Raven Street		
Basis of signatory's authority to sign the Agreement:			
Delegate			
Signature	C. Roche	Date	22.7.24

SCHEDULE "A"

Newcastle Employees (Plant and Terminal)

Skill Level	First full pay period commencing on or after:			
	6 November 2022	6 November 2023	6 November 2024	6 November 2025
		6%	4.5%	4.5%
Entry Level	30.10889	31.9154	33.3516	34.8524
Level A	32.64451	34.6032	36.1603	37.7875
Level B	34.27686	36.3335	37.9685	39.6771
Level C		38.1507	39.8675	41.6615
Level 1	38.4051	40.7094	42.5413	44.4557
Level 2	40.32615	42.7457	44.6693	46.6794
Level 3	42.31168	44.8504	46.8686	48.9777
Level 4	44.4272	47.0928	49.2120	51.4265

Apprentices (Plant)

Stage of apprenticeship	Column 1	Column 2	Column 3
	Completed Year 10 or less	Completed Year 11	Completed Year 12
Stage 1	51% of the Level 1 employees rate	51% of the Level 1 employees rate	51% of the Level 1 employees rate
Stage 2	59% of the Level 1 employees rate	59% of the Level 1 employees rate	59% of the Level 1 employees rate
Stage 3	75% of the Level 1 employees rate	75% of the Level 1 employees rate	75% of the Level 1 employees rate
Stage 4	91% of the Level 1 employees rate	91% of the Level 1 employees rate	91% of the Level 1 employees rate

SCHEDULE "B"

Newcastle Plant and Terminal Classification Structure Non Trade Qualified Operator

Classification	Operational Requirement	Training
Entry Level	Non Trade - Entry Level (eg. General site labouring, cleaning, manual handling tasks). For the avoidance of doubt, this does not include any non trade or trade qualified Operator roles.	On the job and induction
Level A	Non Trade Qualified Operator trained/competent and appointed to role requiring operator to work in one or more operational areas.	Trained in one operations level.
Level B	Non Trade Qualified Operator trained/competent and appointed to role requiring operator to work in two or more operational areas.	Trained in two or more operations levels.
Level C	Non Trade Qualified Operator trained/competent and appointed to role requiring operator to work in three or more operational areas.	Trained in three or more operations levels.

Newcastle Plant and Terminal Classification Structure Trade Qualified Operator

Classification	Operational Requirement	Training
Level 1	Fitter/Operator	Trained in Oilseeds Equipment Maintenance & Repair
Level 2	Fitter/Operator	Trained in one Operations Level Area
Level 3	Fitter/Operator	Trained in two Operations Level Areas
Level 4	Fitter/Operator	Trained in three Operations Level Areas

How do employees progress to the new Level?

Level Training Program

Current program to continue unchanged

Trade Qualified Employees

- On the job training
- Training in 3 levels required to achieve maximum of Level 4
- If training for another level is not completed within 12 months, the employee will progress to the next level rate of pay by no later than 12 months of being employed at the previous level. To be completed within a maximum of 3 years.

Non Trade Qualified Employees

- On the job training

Entry Level any appointment to a new role will be on the basis a position is available and the employee is the most appropriate candidate for the role on the basis of merit.

Level A to Level B - employee must be appointed to the Level, trained and deemed competent. Any appointment to a new role will be on the basis a position is available and the employee is the most appropriate candidate for the role on the basis of merit. If A level B role is not available the employee will progress to the level B rate of pay by no later than 12 months of being employed at level A (from the commencement of the Agreement).

Level B to C - employee must be appointed to the Level, trained and deemed competent. Any appointment to Level C classification will be on the basis a position is available and the employee is the most appropriate candidate for the role on the basis of merit. Automatic progression to level C does not apply.

Level Training: Areas Requirements

Level Training Areas	Requirements
Solvent Plant Operations	Nil
Preparation Operations	Nil
Refinery Operations	Nil
Packaging Plant Operations	Nil
Weighbridge Operations	Nil
Oil Loadout Operations	Nil
Maintenance	Nil
Shipping Terminal	Nil

In addition to performing any duties within the Level (subject to capability), employees at each Level will perform any of the duties of that Level provided such duties are:

- Within the skills, competence, qualifications and training of the employee concerned, and;
- Consistent with occupational health and safety and statutory requirements, and;
- Related to the contract work of the Company and incidental to the employee's substantive role.

PERIPHERAL DUTIES

The duties of a classification shall include peripheral duties consistent with the need for workforce flexibility. The Company may accordingly, direct an employee to perform any task in addition to the normal duties of the classification, provided that the employee has the skills required to perform the tasks, and the appropriate safety and quality factors have been applied.

Definitions:

Prep Operation; Operates prep plant in accordance with existing training program, required maintenance and housekeeping. Preparation Plant Operations, including but not limited to: Meal Grinding, Waste Water Treatment Plant, Boilers, Prep Biofilter, Air Compressors, Yarnteen, Rail Unload.

Extraction Operation; Operates extraction plant in accordance with existing training program, required maintenance and housekeeping. Solvent Extraction Plant Operations, including but not limited to: Chemical Unload, Extraction Biofilter. and cooling tower.

Refinery Operations; Operates Refinery Plant in accordance with existing training program, required maintenance and housekeeping. Refinery operations include but not limited to: Tank farms, Shortening Plant, All Boilers, Cooling Tower, Waste Water Treatment Plant.

Packaging Operations; Operates Packaging Plants in accordance with existing training program, required maintenance and housekeeping. Packaging operations including but not limited to: Bag in Box Line, Drum Line, Pallecon Line, Forklift Operation.

Weighbridge; Operates Weighbridge/Elevator/Meal Storage and Loadout/Tank Farm Operations in accordance with existing training program, required maintenance and housekeeping. Weighbridge operations include but are not limited to: Weighbridge/Elevator/Meal Storage, Yarnteen System, Rail Unload and Loadout/Tank Farm Operations.

Oil Loadout; Operates Loadout/Tank Farm Operations in accordance with existing training program, required maintenance and housekeeping. Oil Loadout operations include but are not limited to: Refined Bleached Deodorised, Alkali Refined, Speciality Oils loadout and Tank Farm Operations.

Maintenance; Trained in oilseeds equipment maintenance and repair including but not limited to conveyors, pumps, silo unloaders, sifters, flakers, presses, decanter, separator, etc.

Terminal; Operates Terminal in accordance with existing training program, required maintenance and housekeeping. Terminal operations including but not limited to: Product receival/dispatch/transfer by road/rail/ship/pipeline, boilers.