



SunRice, AGS and CopRice Maintenance Employees Enterprise Agreement

2024 – 2026

Arrangement

1. Title	4
2. Term	4
3. Definitions and interpretation	4
4. Coverage	6
5. Application of the modern award and NES	6
6. Access to this Agreement	7
7. Commitment to anti-discrimination	7
8. Agreement flexibility	7
9. Employment categories	8
10. Probationary period	11
11. Hours of work	11
12. Breaks and rest periods	13
13. Wage rates and allowances	14
14. Superannuation	14
15. Classifications	15
16. Overtime and penalties	15
17. Annual leave	18
18. Personal carers leave	20
19. Long service leave	21
20. Other leave	22
21. Public holidays	23
22. Accident Pay	24
23. Termination	25
24. Redundancy	27
25 Transfer of Business and/or Employment	28
26. Consultation	29
27. Disciplinary Procedure	32
28. Dispute resolution procedure	34
29. Deduction of union membership fees	35
30. Union Delegates' rights including training days	35
30.1 Delegates' rights term	35
Schedule A - Ordinary Rates and Allowances	38
1 SunRice Ordinary Rates	38
2 Allowances	40
Schedule B – SunRice Job Classification Structure	42
1 Appointment, progression and maintenance of classification	42
2 Participation in training and assessment	43

3 Wages and costs	45
4 Wages while working in a higher graded job during rotation for safety or training purposes	46
5 Mobility between departments and work areas, currency of competency and wage maintenance	46
6 Promotion, Progression and Demotion	46
7 The Classification Matrix	47
8 Competency	51

1. Title

This enterprise agreement will be known as the “SunRice, AGS and CopRice Maintenance Employees Enterprise Agreement 2024-2026”.

2. Term

2.1 Commencement

This Agreement will come into force 7 days after the date it is approved by the FWC (**Commencement**).

2.2 Nominal expiry date

This Agreement has a nominal expiry date of 30 April 2026. This Agreement will continue to operate beyond the nominal expiry date until it is replaced or terminated.

2.3 Negotiations

The parties agree to endeavour to commence negotiations on a replacement enterprise agreement no less than 3 months prior to the nominal expiry date of this Agreement.

3. Definitions and interpretation

In this Agreement, unless the contrary appears:

- (a) ‘6.3-Day Roster’ means a pattern of Night Shifts and Day Shifts of no more than 12 hours which operate 6.3 days per week, 24 hours per day over a 4 week Roster Cycle. This pattern will include an average of 13 Sundays annually. Each 4 week Roster Cycle will consist of 6 x 12 hour Day Shifts, 6 x 12 hour Night Shifts and 1 x 8 hour Night Shift. No individual week will have more than 48 hours of work rostered.
- (b) ‘Afternoon Shift’ means any shift finishing after 6:00 pm and at or before midnight.
- (c) ‘Agreement’ means the SunRice, AGS and CopRice Maintenance Employees Enterprise Agreement 2024 – 2026.
- (d) ‘AGS’ means Australian Grain Storage Pty Ltd.
- (e) ‘Allowances’ means the allowances set out in Schedule A.2.
- (f) ‘Alternating Roster’ means a Roster Cycle where employees work in 2 shift patterns in a fortnight (ie Day/Afternoon Shift or Day/Night shift) and each shift is no more than 12 hours.
- (g) ‘AMWU’ means the Australian Manufacturing Workers Union (AFMEPKIU), Metal and Engineering Division, 133 Parramatta Road Granville NSW 2142.
- (h) ‘Award’ means the *Manufacturing and Associated Industries and Occupations Award 2020* (as may be amended from time to time).
- (i) ‘Casual’ is as defined in clause 9.5.
- (j) ‘CEPU’ means the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (Electrical Division, New South Wales Branch) Level 5, 370 Pitt Street Sydney NSW 2000.
- (k) ‘Commencement’ has the meaning in clause 2.1.
- (l) ‘Continuous Shiftwork’ means a shift of no more than 12 hours on a roster which operates continuously 7 days a week, 24 hours per day.
- (m) ‘Continuous Shiftworker’ means an employee who is regularly rostered to work Continuous Shiftwork.

- (n) 'Day Shift' means any shift commencing at or after 6:00 am but before or at 9:00am and finishing before 6:00 pm.
- (o) 'Day Work' means working at or after 6:00 am but finishing before 6:00 pm, or one hour either side by agreement with the majority of employees in the workplace or a section or sections of it, Monday to Friday.
- (p) 'Day Worker' means an employee who is employed to work Day Work.
- (q) 'Early Morning Shift' means any shift commencing between 4:00 am and 6:00am.
- (r) 'employee' throughout this Agreement means an employee of SunRice who is covered by this Agreement.
- (s) 'Fair Work Act' means the *Fair Work Act 2009* (Cth) (as amended from time to time).
- (t) 'Full Time' is defined in clause 9.2.
- (u) 'FWC' means the Fair Work Commission.
- (v) 'GTP' means a Group Training Provider.
- (w) 'Immediate Family' means:
 - (i) The spouse (including a former spouse) or de facto partner (including a former de facto partner) of the relevant employee. A de facto partner means a person who, although not legally married to the employee, lives with the employee as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes); and
 - (ii) A 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 of the spouse or de facto partner of the relevant employee.
- (x) 'Location' means SunRice's workplaces at Leeton, Coleambally, Deniliquin, Tongala, Wangaratta, Leongatha, Cobden and all workplaces associated with these sites.
- (y) 'NES' means the National Employment Standards contained within the Fair Work Act.
- (z) 'Night Shift' means any shift finishing after midnight and at or before 8:00am or any shift commencing between midnight and before 4:00am.
- (aa) 'Ordinary Hours' means the ordinary hours of work specified in clause 11.1.
- (bb) 'Ordinary Rate' means an employee's rate of pay for their classification specified in Schedule A paid for Ordinary Hours.
- (cc) 'Overtime Rate' has the meaning given to it in clause 16.1(a).
- (dd) 'Part Time' is as defined in clause 9.3.
- (ee) 'Roster Cycle' means the sequence of recurring shifts to be normally worked by an employee.
- (ff) 'Rotating Roster' means a Roster Cycle where employees work a pattern of equal weeks of Day Shift, Afternoon Shifts and Night Shifts on a rotational basis and each shift is no more than 8 hours.
- (gg) 'SCC' means Site Consultative Committee.
- (hh) 'Serious Misconduct' includes, but is not limited to, the following conduct:
 - (i) assault or other criminal behaviour, including theft;
 - (ii) harassment (including sexual harassment), bullying, vilifying or victimisation;

- (iii) not carrying out health and safety obligations;
 - (iv) attending work whilst under the influence of drugs and/or alcohol;
 - (v) gross insubordination to a supervisor/manager;
 - (vi) wilful disobedience of a lawful and reasonable instruction;
 - (vii) intentional sleeping on duty;
 - (viii) bringing a firearm or weapon to the workplace;
 - (ix) unauthorised use of confidential information ie SunRice or staff personal information; or
 - (x) falsification of any records or falsely claiming a benefit, including but not limited to timekeeping records, medical certificates, claiming personal carer's leave when not applicable etc.
- (ii) 'Shift Penalty' is defined in clause 16.4.
 - (jj) 'Shiftworker' for the purposes of the additional week of annual leave provided for in section 87(1)(b) of the Fair Work Act is a Continuous Shiftworker or other employee in accordance with clause 17.1(c)(ii).
 - (kk) 'SunRice' means Ricegrowers Limited, trading as SunRice, CopRice and AGS.
 - (ll) 'Transfer of Business' has the meaning given to that expression in the Fair Work Act.
 - (mm) 'Transfer of Employment' has the meaning given to that expression in the Fair Work Act.
 - (nn) 'Union Delegate' means a person appointed or elected, in accordance with the rules of the AMWU or the CEPU (as applicable), to be a delegate or representative (however described) for members of that organisation who work at SunRice.

4. Coverage

This Agreement will cover and for the duration the Agreement is in operation, applies to:

- (a) SunRice; and
- (b) the employees of SunRice who are covered by the classification structure set out in Schedule B, and apprentices of SunRice, who work at the Locations and who are employed to carry out mechanical and electrical trades based maintenance and reliability duties across SunRice facilities, plants, assets and equipment which handle, store, produce, out-load and distribute rice food products, animal nutrition, feed and by-products;
- (c) the AMWU upon notice being given in accordance with the Fair Work Act; and
- (d) the CEPU upon notice being given in accordance with the Fair Work Act.

5. Application of the modern award and NES

5.1 Application of the modern award

The terms of the Award, as varied from time to time, are incorporated into this Agreement. If an incorporated Award term is inconsistent with an express term of this Agreement, the express term in the Agreement prevails over the incorporated Award term to the extent of the inconsistency.

5.2 NES

This Agreement will be read and interpreted in conjunction with the NES. Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

6. Access to this Agreement

This Agreement and the NES will be made available to all employees covered by this Agreement at the commencement of their employment, and will be made available in a conveniently located work area and/or by electronic means (where appropriate).

7. Commitment to anti-discrimination

It is the intention of SunRice, the employees and the unions covered by this Agreement to fulfil our obligations under various statutes to achieve a productive and harmonious workplace through respecting, including and valuing diversity of the workforce. This includes, but is not limited to, seeking to eliminate unlawful discrimination on the basis of:

- (a) gender;
- (b) marital or relationship status;
- (c) pregnancy/potential pregnancy;
- (d) parental/family responsibilities (including breastfeeding needs);
- (e) race;
- (f) age;
- (g) disability;
- (h) sexual orientation;
- (i) transgender/gender identity;
- (j) intersex status;
- (k) political/religious beliefs;
- (l) trade union activity/inactivity;
- (m) irrelevant medical or criminal record; or
- (n) physical features (or association with any person with any of these characteristics).

8. Agreement flexibility

- (a) SunRice and an employee covered by this Agreement may agree to make an individual flexibility arrangement (**IFA**) to vary the effect of the terms of the agreement if:
 - (i) the agreement deals with 1 or more of the following matters;
 - a) arrangements about when work is performed;
 - b) the penalty rate which would apply;
 - c) the manner in which wages are to be paid, for example - salary sacrifice (including superannuation) arrangements;
 - d) rest breaks;
 - e) specific conditions which apply if an employee is transferred to work in a different department, business area and /or workplace within the Location on a temporary basis;

- f) overtime or leave loading; and
 - (ii) the arrangement meets the genuine needs of SunRice and the employee in relation to 1 or more of the matters mentioned in clause 8(a); and
 - (iii) the arrangement is genuinely agreed to by SunRice and the employee.
- (b) SunRice must ensure that the terms of the IFA:
- (i) are about permitted matters under section 172 of the Fair Work Act; and
 - (ii) are not unlawful terms under section 194 of the Fair Work Act; and
 - (iii) result in the employee being better off overall than the employee would be if no arrangement was made.
- (c) SunRice must ensure that the terms of the IFA:
- (i) are in writing; and
 - (ii) includes the name of SunRice and the employee; and
 - (iii) is signed by SunRice and the employee and, if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (iv) includes details of:
 - a) the terms of the Agreement that will be varied by the arrangement; and
 - b) how the arrangement will vary the effect of the terms; and
 - c) 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
 - (v) states the day on which the arrangement commences.
- (d) Subject to the terms of this clause, the purpose of this clause is not to undermine or limit the scope and coverage of this Agreement.
- (e) SunRice must give the employee a copy of the IFA within 14 days after it is agreed to.
- (f) SunRice or an employee may terminate the IFA:
- (i) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (ii) If SunRice and the employee agree in writing at any time.

9. Employment categories

An employee can be engaged in Full Time, Part Time, fixed term or Casual employment.

9.1 Commitment

- (a) SunRice intends and seeks to create permanent Full Time positions in an endeavour to increase job security for employees, and retain training and skills in the enterprise. In order to:
 - (i) enhance job security;
 - (ii) ensure a high standard of health and safety; and
 - (iii) encourage career development.

- (b) Direct, permanent engagement is the principal and preferred method of employment. Where consistent with operational demands, Casual employees or employment for a fixed term may be required.
- (c) Where there is a vacancy created, SunRice will open up the role to a competitive recruitment process including advertising on notice boards, intranet and any other relevant forums.
- (d) Nothing in this clause shall be taken to prevent SunRice exercising its rights to fill a permanent vacancy if business circumstances exist to do so.

9.2 Full Time

- (a) Full Time employees are those employees who are not engaged as a Part Time or Casual employee and are engaged to work at least 152 Ordinary Hours in 28 days.

9.3 Part Time

- (a) A Part Time employee is an employee who:
 - (i) works less than full time hours; and
 - (ii) has predictable hours of work, dependent upon the season and the work available.
- (b) Part Time employees will receive, on a pro rata basis, equivalent pay and entitlements under this Agreement as those of a Full Time employee who does the same kind of work.
- (c) At the commencement of a Part Time employee's engagement, SunRice and the employee will agree in writing on the employee's Ordinary Hours and all pro-rata entitlements.
- (d) Variations to work patterns, Ordinary Hours or rosters can be made from time to time, by agreement between the employee and SunRice, or by SunRice giving the employee at least 1 months' notice.

9.4 Fixed term

- (a) A fixed term employee is one who is employed for a specified period of time or to complete a specified project and whose contract of employment will come to an end at the end of that period or project (without notice) unless terminated earlier under a contract of employment.
- (b) A fixed term employee will either be engaged on a Full Time or Part Time basis, and the provisions of clauses 9.2 or 9.3 will apply as relevant.
- (c) At the time of employment, SunRice and the employee will (subject to the minimum standards set out in this Agreement) agree in writing on the employee's Ordinary Hours, conditions of work, the duration of the contract, the rate of pay relevant to the work being performed and all pro-rata entitlements.
- (d) Any fixed term contract will not exceed 12 months, unless it is to satisfy the requirements of a project or vacancy which has had a specific duration, not exceeding 2 years (unless otherwise permitted by law), such as temporary absences of another employee.
- (e) Where the reason for the employment continues beyond the original period of an employee's fixed term contract, the term of the contract may, after consultation with the employee and any relevant employee representatives, be extended by agreement between SunRice and the employee subject to any limitations imposed by law.

- (f) For employees who are engaged on fixed term employment arrangements of greater than three months in length, SunRice will notify that employee of the expiry of the term within 1 month prior to the expiry of the fixed term.

9.5 Casual employment

- (a) A Casual employee is an employee without a firm advance commitment to continuing and indefinite work.
- (b) A Casual employee will be offered work by SunRice on an as-needs basis which can be accepted or rejected by the employee. On engagement, a Casual will be notified by SunRice they are a Casual employee.
- (c) A Casual employee will be paid for the hours they work at the Ordinary Rate specified in Schedule A, plus a 25% casual loading on the Ordinary Rate for all Ordinary Hours worked unless otherwise specified in this Agreement.
- (d) A Casual employee will be allocated and paid for a minimum period of 4 hours, unless a specific arrangement is agreed between SunRice and an individual Casual employee to a minimum period of 3 hours.
- (e) Casual employees may only be appointed to classification level M1.
- (f) For the avoidance of doubt, the casual loading compensates a Casual employee for all entitlements that are otherwise available to SunRice's permanent Part Time and Full Time employees under this Agreement, the Award and the NES (including all payments for absence on public holidays, annual leave, personal and carer's leave, compassionate leave, shift loadings where they are lower than the 25% casual loading, payment in lieu of notice of termination and redundancy pay).
- (g) Casual conversion and review:
 - (i) A Casual employee employed on a regular basis for a period of 6 months may apply to SunRice to convert their employment to permanent employment and SunRice shall not unreasonably refuse such an application in accordance with the NES.
 - (ii) SunRice, the relevant unions who are covered by this Agreement and the SCC commit to a process to biannually review casual positions, which are likely to be ongoing to consider whether these should become permanent positions and whether any Casual employee who has worked on a regular and systematic basis during a period of 6 months would be suitable for such permanent position.
 - (iii) SunRice has the absolute discretion to determine whether a position is required on a permanent basis.

9.6 Apprentices

- (a) SunRice values and supports the development of apprentices. Trades talent development and apprentices are considered a positive investment for the future, which has multi-faceted benefits for the business, community and individual. It is the intent of the parties to support an apprenticeship program that seeks, where possible, for SunRice to engage a minimum of one electrical and one mechanical apprentice every 2 years.
- (b) Where practical and possible, it is the intent of SunRice to engage apprentices directly.
- (c) However, where circumstances arise such that an apprentice is engaged by a GTP and subsequently employed by SunRice at the completion of their apprenticeship,

SunRice agrees that the tenure served with a GTP will be recognised as continuous service for the purposes of calculating long service leave and other service related entitlements in this Agreement. For the avoidance of doubt, this clause applies to employees engaged by SunRice on or after the commencement of the SunRice, AGS and CopRice Maintenance Employees Enterprise Agreement 2022 – 2024 replaced by this Agreement.

(d) The Ordinary Rates which will apply to apprentices are set out in Schedule A.

10. Probationary period

- (a) All employees, except Casual employees, who commence employment in a permanent role will be subject to a probationary period of 6 months.
- (b) During the probationary period:
 - (i) the employee will be required to attend appropriate training to enable the employee to develop required work skills, knowledge and desired behaviour;
 - (ii) the employee's performance and progress will be reviewed; and
 - (iii) the employee will be required to demonstrate suitability for on-going employment through satisfaction of all relevant work requirements as advised on engagement during induction.
- (c) In the event an employee fails to perform to the required minimum standard, the employee's employment may be terminated at any time during the probationary period on one week's notice either by SunRice or the employee. SunRice may make a payment in lieu of all or part of the notice period based on the employee's Ordinary Rate plus applicable Shift Penalty.
- (d) SunRice has the discretion to waive an employee's probationary period, including in cases where it is satisfied that the employee has effectively met requirements for appointment as a permanent employee by virtue of previous satisfactory service in a comparable temporary or casual capacity.

11. Hours of work

11.1 The meaning of Ordinary Hours

- (a) Subject to clause 26.2, the Ordinary Hours for:
 - (i) any employee other than an employee working Continuous Shiftwork:
 - a. can be worked:
 - i. for all Day Workers and employees rostered during a Roster Cycle to work a Rotating Roster or Alternating Roster, Monday to Friday (inclusive) (excluding public holidays); or
 - ii. for employees who are rostered during a Roster Cycle to work a 6.3-Day Roster, between any times of the day, Monday to Sunday (inclusive) including public holidays and up to an average of 13 Sundays annually; and
 - b. cannot exceed:
 - i. for Day Workers (Part Time and Full Time) and employees rostered during a Roster Cycle to work an Alternating Roster and 6.3-Day Roster, 152 hours in 28 days; or

- ii. for employees who are rostered during a Roster Cycle to work a Rotating Roster, 38 hours in 1 week; or
 - iii. for Casual employees, 38 hours in 1 week or 12 hours per day; and
- c. for a Part Time employee, are as agreed in writing with SunRice in accordance with clause 9.3.
- (ii) any employee who is working Continuous Shiftwork:
 - a. can be worked between any times of the day, Monday to Sunday (inclusive) including on public holidays; and
 - b. will be an average of 42 hours per week over an 8 week Roster Cycle.
- (b) For the avoidance of doubt, for employees (except a Casual employee):
 - (i) in a system of non-continuous shift work where a Night Shift commences on Monday night and ends on Saturday morning, the hours worked on that Night Shift between midnight on Friday night and the rostered completion of that shift on Saturday are Ordinary Hours (ie it is not overtime and is paid for at the Ordinary Rate);
 - (ii) in a system of non-continuous shift work where Night Shift commences on Sunday night and ends on Friday morning, the hours worked on that Night Shift between the rostered commencement time on Sunday and the completion of that shift on Monday are Ordinary Hours (ie it is not overtime and is paid for at the Ordinary Rate); and
 - (iii) if an employee is rostered to work a Day Shift, an Early Morning shift, Afternoon Shift or a Night Shift, any work performed by an employee prior to the rostered commencement of a shift for the purposes of setting up or preparing the work area for the incoming shift is to be regarded as part of the Ordinary Hours of that shift and paid at the Shift Penalty (where applicable) that applies to that shift duration (i.e. it is not overtime). Supervisors need to approve overtime.

11.2 Hours per day

- (a) This clause (a) does not apply to a Casual employee. An employee will not ordinarily be required to work more than 12 hours per day and an employee will not generally be required to work more than 1 shift in each 24 hour period.
- (b) A Full Time employee will not ordinarily be required to work less than 6 hours per day, other than by agreement between the employee and SunRice.
- (c) Employees are required to be ready and able to commence work at the start of each rostered shift in order to ensure a smooth change-over with outgoing employees.
- (d) Employees are expected to remain at work in order to handover their work where the process is continuous or where a breakdown of machinery or unusual circumstances prevail.

11.3 Substitute or swap shifts

Employees may substitute or swap rostered shifts by prior written agreement with their supervisor. An employee must request in advance of their rostered shift to substitute or swap a shift with another employee who has a commensurate or equivalent skill set to the employee requesting the change. Employees or SunRice will not be entitled to substitute or swap their rostered shifts in order to advantage any particular individual.

11.4 Daylight savings

For work performed which spans the start or finish of a system of daylight saving as prescribed by relevant State or territory legislation, an employee will be paid according to adjusted time (i.e. the time on the clock at the beginning of work and the time on the clock at the end of work).

12. Breaks and rest periods

12.1. Meal breaks and tea breaks

- (a) An employee who works for at least 5 hours but up to 8 hours in one day is entitled to take a lunch or dinner break of 30 minutes within that period.
- (b) If an employee is only rostered to Day Work, the breaks in clause 12.1(a) will be unpaid. In all other cases, the breaks will be paid.
- (c) An employee who works for at least 8 hours but less than 12 hours in one day or shift is entitled to take breaks totalling 50 minutes during that day or shift (instead of the break referred to in clause 12.1(a)).
- (d) An employee who works for 12 hours or more in one day or shift is entitled to take meal or tea breaks totalling 60 minutes during that shift or day (instead of the breaks referred to in clause 12.1(a) and 12.1(c)).
- (e) Of the breaks referred to in clauses 12.1(c) and (d), 20 minutes of these breaks can be taken within 2 hours from the end of the shift.
- (f) Rest and meal breaks must be scheduled at a time that is convenient to the employee and the supervisor.

12.2 Rest periods

- (a) Subject to clause 16.2, employees (other than Casual employees) will be rostered so that they are absent from work for a minimum period of:
 - (i) 8 hours between shifts or work on successive working days (including any overtime worked); or
 - (ii) 24 hours in between the last shift on one Roster Cycle and the first shift on the next Roster Cycle for employees rostered to work Continuous Shiftwork or on the 6.3-Day Roster.
- (b) An employee who is required by SunRice to work for any reason between one rostered shift or successive work days and the next should ensure they are absent from work for the minimum periods above.
- (c) Where SunRice requires the employee to resume or continue work without the minimum rest periods set out in this clause 12.2, the employee will be paid 200% of their Ordinary Rate until the break can be taken and will be paid their Ordinary Rate plus any applicable Shift Penalty for the duration of the rest period.
- (d) Any specific arrangements to resume, continue or return to work not in accordance with this clause must be authorised by an employee's supervisor.

12.3 Rest period after overtime

If an employee (other than a Casual employee) is required to work overtime between their Ordinary Hours on one day or shift and the commencement of their Ordinary Hours on the next day or shift without at least 10 consecutive hours off duty the employee will be allowed 10 consecutive hours off duty without loss of pay for Ordinary Hours. If the employee continues work without having 10 consecutive hours off duty, the employee will

be paid at 200% of Ordinary Rates until off duty, and then be absent to rest for 10 consecutive hours without loss of pay for Ordinary Hours.

13. Wage rates and allowances

13.1 Ordinary Rates

The Ordinary Rates during the term of this Agreement are set out in Schedule A.

13.2 Allowances

The only allowances which an employee will be entitled to receive during the term of this Agreement are set out in Schedule A.

13.3 Frequency of payment

Employees will be paid on a weekly or fortnightly basis (by agreement between SunRice and the individual employee). Employees may be offered the opportunity to move to a fortnightly basis. New employees will be paid on a weekly or fortnightly basis as determined by SunRice, and if they are paid fortnightly they cannot elect to move to a weekly paid basis.

13.4 Back payment of wages

Back payment of wages and allowances as increased in Schedule A will apply from the first full pay period on or after 1 May 2024.

14. Superannuation

- (a) SunRice will make compulsory superannuation contributions to a complying superannuation fund (as set out below) on behalf of all employees in accordance with relevant legislation.
- (b) Subject to the fund meeting the relevant superannuation legislation requirements, employees will have the ability to choose their superannuation funds, including, but not limited to:
 - (i) SunRice Superannuation Plan; or
 - (ii) AustralianSuper.
- (c) An employee who chooses their own superannuation fund must provide SunRice with the following:
 - (i) a letter from the trustee of the fund stating that it is a fund that complies with the relevant superannuation legislation (or, if the fund is self-managed, a copy of documentation from the Australian Taxation Office confirming that the fund is regulated); and
 - (ii) relevant details confirming how SunRice can make contributions to this fund including any documents required by the relevant superannuation legislation.
- (d) Subject to relevant taxation and superannuation legislation, an employee may request that SunRice make additional "Pre-tax Contributions" to the employee's superannuation fund to which compulsory employer contributions are being made on the employee's behalf. These Pre-tax Contributions are distinct from and in addition to the compulsory employer contributions.
- (e) On each occasion on which SunRice makes a Pre-tax Contribution, that employee's gross earnings shall be reduced by an amount equal to the Pre-tax contribution. For the purpose of this paragraph "occasion" means the calculation and processing of the payroll in accordance with the applicable pay period.

- (f) For a period of absence from work due to work related injury or illness, SunRice will make superannuation contributions in accordance with this clause up to a maximum period of 52 weeks, subject to:
 - (i) the employee receiving workers compensation payments; and
 - (ii) the governing rules of the relevant superannuation funds.

15. Classifications

The Ordinary Rate of employees will be determined by reference to the employee's classification, which sets out the job role that they will usually perform, the skill requirements or competencies (where applicable) and relevant accountabilities.

The classification structure and matrix are set out in Schedule B.

16. Overtime and penalties

16.1 Payment for Overtime

- (a) Subject to clauses 26.2 and 16.3, all hours worked by an employee (other than during public holidays – see clause 21) in excess of their Ordinary Hours as defined in clause 11.1 will be paid at the following overtime rates (**Overtime Rate**):

Day Workers and employees other than Continuous Shiftworkers (except employees working the 6.3-Day Roster)	
Monday to Saturday	150% for the first two hours and 200% thereafter
Sunday	200%
Continuous Shiftworkers and employees working the 6.3-Day Roster	
Monday to Sunday	200%

- (b) All payments for overtime are calculated by reference to the Ordinary Rates.
- (c) For Casuals, overtime is calculated by reference to the Ordinary Rate exclusive of the 25% casual loading. The Overtime Rate is paid in substitution for the casual loading in clause 9.5.
- (d) For the avoidance of doubt, an employee is not entitled to receive any applicable Shift Penalty in clause 16.4 in respect of hours paid at the Overtime Rate.
- (e) SunRice may request an employee to work reasonable overtime and an employee will work reasonable overtime at the request of SunRice. An employee may refuse to work overtime if the request is not reasonable. In deciding if the request is reasonable, factors may include, but are not limited to:
 - (i) any risk to the employee's health and safety that might reasonably be expected to arise if the employee worked the additional hours;
 - (ii) the employee's personal circumstances (including family responsibilities);
 - (iii) the operational requirements of the workplace, or enterprise, in relation to which the employee is required or requested to work additional hours;
 - (iv) any notice given by the employer of the requirement or request that the employee work the additional hours;
 - (v) any notice given by the employee of the employee's intention to refuse to work the additional hours;

- (vi) whether any of the additional hours are on a public holiday;
 - (vii) the employee's hours of work over the 4 weeks ending immediately before the employee is required is required or requested to work the additional hours.
- (f) In calculating overtime, each day stands alone.

16.2 Call backs

- (a) An employee (other than a Casual employee) called back to work by SunRice after their shift has been completed and they have left the site:
- (i) will be paid at the rate of 150% for the first 2 hours and 200% thereafter for hours worked during the call back (calculated by reference to the Ordinary Rate); and
 - (ii) the employee will be paid for a minimum of 4 hours work.
- (b) Clause 16.2(a)(i) does not apply:
- (i) if the employee has been given at least 48 hours' notice of the change - instead, this constitutes a temporary roster change in accordance with clause 26.2; or
 - (ii) in circumstances where it is customary for an employee to return to the site to perform a specific job outside of the employee's Ordinary Hours or where the additional hours are continuous, subject to a meal break, with the commencement or completion of their roster.
- (c) For the avoidance of doubt:
- (i) a Disturbance Allowance is not payable where an employee is paid overtime for a call back; and
 - (ii) the call back rate to work in this clause 16.2(a) is in substitution for any other Overtime Rate in clause 16.1.

16.3 Rostered Days Off (RDO)

- (a) Employees (other than Casual employees) can elect to take time off from work in lieu of receiving additional payments for:
- (i) overtime worked by the employee paid at the Overtime Rate as per clause 16.1; or
 - (ii) work performed by an employee on public holidays in accordance with clause 21.
- (b) An employee must notify SunRice of their intention to accumulate and bank RDOs instead of receiving payment for overtime or public holidays.
- (c) An employee must provide SunRice with at least 7 days written notice of the planned date of the RDO for SunRice's agreement.
- (d) The period or number of RDOs an employee is entitled to take is the same as the number of hours worked as overtime or on a public holiday.
- (e) Unless otherwise agreed, an employee can accrue up to a maximum of 10 RDOs during a calendar year. SunRice can roster at its discretion up to 5 RDOs during a calendar year by notice to impacted employees. The balance can be taken by an employee on a date agreed with SunRice or cashed out at an employee's request. Payment for an RDO will be at the relevant Overtime Rate or public holiday rate in accordance with clause 16.1 or 21 (as applicable).

- (f) At the time of termination of an employee's employment, any accrued but untaken RDOs will be paid at the relevant Overtime Rate or public holiday rate in accordance with clause 16.1 or 21 (as applicable).

16.4 Shift penalties

- (a) This clause does not apply to Casual employees.
- (b) Shift penalties will be payable for all Ordinary Hours as provided in clause 11.1 where worked on a shift specified in the following table (**Shift Penalty**):

Table 1: Roster or Continuous Shiftwork	Definition (see clause 3)	Applicable Shift Penalty (% Ordinary Rate)
Alternating Roster (all shifts)	A Roster Cycle where employees work in 2 shift patterns in a fortnight (ie Day/Afternoon Shift or Day/Night shift) and each shift is no more than 12 hours.	10% Day/Afternoon 12.5% Day/Night
Rotating Roster (all shifts)	A Roster Cycle where employees work a pattern of equal weeks of Day Shifts, Afternoon Shifts and Night Shifts on a rotational basis and each shift is no more than 8 hours.	12.5%
6.3-Day Roster (all shifts)	A Roster Cycle where employees work a pattern of Night Shifts and Day Shifts of no more than 12 hours which operate 6.3 days per week, 24 hours per day over a 4 week Roster Cycle. This pattern will include an average of 13 Sundays annually. Each 4 week Roster Cycle will consist of 6 x 12 hour Day Shifts, 6 x 12 hour Night Shifts and 1 x 8 hour Night Shift. No individual week will have more than 48 hours of work rostered.	28%
Continuous Shiftwork (all shifts)	A shift of 12 hours on a roster which operates continuously 7 days a week, 24 hours per day.	34.33%

Table 2: Shiftwork	Definition (see clause 3)	Applicable Shift Penalty (% Ordinary Rate)
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Day Shift	Any shift commencing at or after 6:00am but before or at 9:00am and finishing before 6:00pm.	0
Early Morning Shift	Any shift commencing between 4:00am and 6:00am.	12.5%
Afternoon Shift	Any shift finishing after 6:00pm and at or before midnight.	15%
Night Shift	Any shift finishing after midnight and before 4:00am.	20%

- (c) Alternating Roster, Rotating Roster, 6.3-Day Roster and Continuous Shiftwork Shift Penalty rates are in substitution for, and not cumulative upon, Shift Penalty rates in Table 2.
- (d) A Shift Penalty will be calculated by reference to the Ordinary Rates.
- (e) All approved leave will be paid in accordance with the Shift Penalty that would have otherwise applied to that shift.
- (f) For the avoidance of doubt, there is no Shift Penalty for Day Work.

17. Annual leave

17.1 Entitlement

- (a) Employees will be entitled to annual leave in accordance with the NES. Annual leave does not apply to Casual employees.
- (b) A Full Time employee's entitlement to 4 weeks of annual leave equates to an hourly entitlement of 152 hours per annum (and Part Time employees have an equivalent entitlement on a pro rata basis).
- (c) A:
- (i) Continuous Shiftworker; and
 - (ii) other employee who is a 7 day shiftworker who is regularly rostered to work on Sundays and public holidays (being an employee who works at least 34 Sundays and 6 public holidays in a year),
- are entitled to one additional week's annual leave in accordance with section 87(1)(b) of the Fair Work Act. The entitlement to 5 weeks of annual leave equates to an hourly entitlement of 210 hours per annum.

17.2 Payment for period of annual leave

- (a) When calculating the payment to be made to an employee in respect of a period of annual leave:
- (i) the employee will be paid the greater of:
 - a) the Ordinary Rate (plus any applicable Shift Penalty) they would have received had they not been on leave during the relevant period; or

- b) the Ordinary Rate they would have received had they not been on leave during the relevant period plus a loading of 17.5% calculated on that Ordinary Rate.
- (ii) Subject to clause 17.2(a)(i), the employee is not entitled to any payments in respect of overtime, penalty rates for public holidays, allowances, special rates or any payment which might have been payable to the employee as reimbursement for expenses incurred.
- (iii) If, immediately prior to taking the leave, an employee was being paid a higher rate for working in a higher classification for a period in excess of 3 months in accordance with item 4 of Schedule B and if the employee's annual leave is for a period of 14 days or less, the higher rate will apply when calculating the payments in clauses (i) above.

17.3 Excessive leave accruals

- (a) If SunRice has genuinely tried to reach agreement with an employee as to the timing of taking annual leave, SunRice can require the employee to take annual leave by giving not less than 8 weeks' notice of the time when such leave is to be taken if:
 - (i) at the time the direction is given, the employee has 8 weeks or more of accrued annual leave, or more than 10 weeks of accrued annual leave for a Continuous Shiftworker; and
 - (ii) 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.
- (b) An employee who has 6 weeks or more of accrued annual leave will not be unreasonably refused leave by SunRice.

17.4 Annual leave in advance

By written agreement between SunRice and an employee, a period of annual leave may be taken in advance of the employee accruing an entitlement to the leave. If annual leave is taken in advance and the employment terminates before the entitlement to the period of annual leave has accrued, SunRice may deduct from any money due to the employee on termination an amount equal to the amount that was paid to an employee for the period of annual leave taken in advance for which an entitlement has not been accrued.

17.5 Proportionate leave on termination

On termination of employment, an employee must be paid for annual leave accrued that has not been taken calculated at the appropriate rate in accordance with clause 17.2.

17.6 Purchasing annual leave

SunRice is committed to fostering a flexible workplace that encourages a healthy work/life balance allowing employees to purchase additional annual leave in exchange for an equivalent reduction in wages over a dedicated period. The purchasing of annual leave by employees is available under the SunRice Leave Policy (as amended from time to time).

17.7 Close downs and temporary shut down

SunRice may close down or temporarily shut down its enterprise, or part of it, for one or more separate periods in the year, on the following basis:

- (a) A close down or temporary shut down may be for reasons that include the shortage or excess of stock, new equipment, maintenance or end of calendar year close down.

- (b) A close down or temporary shut down will be advised to the SCC.
- (c) SunRice will endeavour to provide 4 weeks' notice of its intention to close down or temporarily shut down. The notice period of a close down or temporary shut down may be 2 weeks.
- (d) During a close down or temporary shut down:
 - (i) An employee who wished to continue to work through a close down or temporary shut down, can do so by agreement with SunRice; and
 - (ii) If an employee has been approved to work during a close down or temporary shut down, they may be required to perform any task as directed, including but not limited to hygiene, working in a different location to where they would normally work, or continue in their current position.
- (e) An Employee who has accrued sufficient annual leave to cover all or part of the period of the close-down or temporary shut down can take annual leave and will be paid for that leave in accordance with clause 17.2.
- (f) An employee who has accrued sufficient RDOs to cover all or part of the period of the close down or temporary shut down can use these RDOs in accordance with clause 16.3.
- (g) An employee who has not accrued sufficient annual leave or RDOs to cover all of the close-down or temporary shut down will be required to take unpaid leave for the remainder of the close down or temporary shut down, or be transferred to any available temporary work in another area.
- (h) Any leave taken by an employee as a result of a close-down or temporary shut down pursuant to this clause also counts as service by the employee with SunRice.

17.8 Permanent employee leave accruals

If, for any reason, an employee's Full Time, Part Time or fixed term employment comes to an end and the employee is subsequently re-engaged as a Casual employee – at the termination of the employee's Full Time, Part Time or fixed term employment:

- (a) any accrued but untaken annual leave will be paid to the employee in accordance with clause 17.2 of this Agreement;
- (b) the balance of the employee's accrued but untaken personal/carer's leave at the termination of their employment (deducting any amounts paid to the employee on termination of their employment) continues from the date of re-engagement in further permanent employment. However the employee cannot take paid personal/carer's leave while they are employed as a Casual employee; and
- (c) any banked RDOs will be paid to the employee at the applicable rate of pay in accordance with clause 16.3 of this Agreement.

18. Personal carers leave

18.1 Entitlement

- (a) An employee (other than a Casual employee) is entitled to 10 days of paid personal/ carer's leave for each year of service with SunRice in accordance with the NES.
- (b) However, if an employee has exhausted all of their accrued personal/carer's leave, SunRice agrees to supplement the annual NES entitlement by providing an

additional 2 days of paid carer's leave each year. The additional 2 days do not accumulate from year to year.

- (c) An employee who takes paid personal/carer's leave will be paid at the employee's Ordinary Rate plus applicable Shift Penalty for the period of leave.
- (d) If an employee's employment is terminated by SunRice and is re-engaged by SunRice within a period of 3 months, the balance of the employee's accrued but untaken paid personal/carer's leave will be re-instated and (deducting any amounts paid to the employee on termination) continues from the date of re-engagement.

18.2 Notice of absence

- (a) An employee will inform SunRice, by actual speaking contact with their supervisor, of their inability to attend for duty due to taking personal/carer's leave as soon as practicable (and where possible, at least one hour prior to the commencement of the first day or shift). Where this is not reasonably practicable due to circumstances beyond the employee's control (such as no answer on the telephone and no answering service is available), the employee may notify SunRice as soon as is reasonably practicable by text message. To clarify, employees must telephone first.
- (b) For absences extending beyond one day, the employee will advise SunRice of the period or expected period of personal/ carer's leave.

18.3 Proof of reason for absence

- (a) An employee must prove to the satisfaction of SunRice that their absence from work was due to personal illness or injury making them unfit of work or to care or support the Immediate Family or member of the employee's household concerned.
- (b) When taking leave due to an employee's personal illness or injury:
 - (i) for single day absences, SunRice may require an employee to provide evidence (including a medical certificate from a registered health practitioner, statutory declaration or other) that their absence was due to personal illness or injury making them unfit for work; and
 - (ii) for absences of more than 2 days or absences which occur immediately before or after a public holiday or other planned absence, SunRice will require a medical certificate from a registered health practitioner.
- (c) When taking leave to care for or provide support to members of their Immediate Family or household:
 - (i) the employee must, establish by production of either a medical certificate or statutory declaration, the illness or injury of the person concerned, the nature of the care required and the likely duration of the care required; and
 - (ii) when taking personal/carer's leave due to an unexpected emergency, the employee must, if required by SunRice, establish by production of documentation acceptable to SunRice or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

19. Long service leave

Employees will be entitled to long service leave in accordance with relevant legislation as amended from time to time. For the avoidance of doubt, employees who work in Victoria are entitled to long service leave in accordance with the *Long Service Leave Act 2018* (Vic), employees who work in New South Wales are entitled to long service leave in

accordance with the *Long Service Leave Act 1955* (NSW) and employees who work in Queensland are entitled to long service leave in accordance with the *Industrial Relations Act 1999* (Qld) (as amended or replaced from time to time).

Employees in Victoria are able to access (take) pro rata long service leave after 7 years' service, at a mutually agreeable time.

20. Other leave

20.1. Parental Leave

Employees will be entitled to parental leave in accordance with the NES.

20.2 Compassionate Leave

- (a) Employees will be entitled to compassionate leave in accordance with the NES.
- (b) In accordance with the NES, an employee is entitled to 2 days of compassionate leave for each occasion (a permissible occasion) when a member of the employee's Immediate Family or a member of the employee's household:
 - (i) contracts or develops a personal illness that poses a serious threat to his or her life;
 - (ii) sustains a personal injury that poses a serious threat to his or her life; or
 - (iii) dies.

20.3. Family and Domestic Violence Support

Family and domestic violence is a societal problem that must be addressed by everyone. For the purposes of the agreement this includes supporting employees who may be suffering personal effects of being in such circumstances.

Employees will be entitled to paid family and domestic violence leave in accordance with the NES.

The parties to this Agreement co-jointly support a program for employees to be supported, which will be formulated outside of this agreement but with the intent of providing additional leave, counselling support and access to community programs (such as legal and financial support and health programs). All instances or reports from employees who are suffering from family or domestic violence will be treated in confidence, with only people being made aware by agreement with the employee.

20.4 Blood donations

- (a) A Full Time or Part Time employee who attends a recognised clinic for the purpose of donating blood during working hours will be allowed leave without loss of pay, up to a maximum of 2 hours.
- (b) An employee is only entitled to this leave if they provide notice and evidence of attendance to the satisfaction of SunRice.

20.5 Community service leave

- (a) Employees are entitled to be absent for period of community service leave in accordance with the NES for:
 - (i) jury service (including attendance for jury selection); or
 - (ii) a voluntary emergency management activity which involves dealing with an emergency or natural disaster.

- (b) An employee wishing to take community service leave must provide notice of the period or expected period of absence as soon as practicable
- (c) **Voluntary emergency management:** Full Time and Part Time employees who are involved in volunteer rescue organisations such as the SES, Fire Service or other volunteer rescue organisations will be allowed leave without loss of pay on any occasion when their service for the volunteer rescue organisation in response to an emergency is required. Evidence of the invitation to participate and attendance at the emergency for the period is required.
- (d) **Defence Force Leave:** Full Time and Part Time employees will be reimbursed the difference between the amount of defence force pay they receive and the Ordinary Rates for their position for a maximum of 10 working days in each year.
- (e) **Jury service:** A Full Time or Part Time employee required to attend for jury service during their working day will be reimbursed by SunRice an amount equal to the difference between the amount paid or payable for their jury service and the employee's Ordinary Rate (plus any applicable Shift Penalty) based on the Ordinary Hours they would have reasonably expected to work for the period of jury service, provided the employee complies with the notice and evidence requirements of this clause. The employee:
 - (i) must give SunRice proof as soon as practicable of their attendance, the duration of such attendance, the amount paid or payable in respect of such jury service and that the employee has taken all necessary steps to obtain any amount of jury service pay to which the employee is entitled;
 - (ii) will be entitled to an 8 hour break between the cessation of jury duty and the commencement of work.

21. Public holidays

21.1 Entitlement

- (a) Public holidays for the purpose of this Agreement are:
 - (i) the public holidays gazetted in the State which the employee's work is located; and
 - (ii) one additional day each year known as the "Picnic Day", to be assigned by agreement subject to operational requirements and if it cannot be agreed, on a day to be chosen by SunRice.
- (b) In cases where, by virtue of the arrangement of the Ordinary Hours, an employee is entitled to a rostered shift off during the work cycle, the shift to be taken off shall not be a scheduled on a public holiday.
- (c) By agreement between SunRice and the majority of employees in a section, department or area, a public holiday (except Christmas Day and Good Friday) may be observed on another day than the day it was gazetted.
- (d) Any permanent employee (including a Continuous Shiftworker) who is not scheduled to work on the nominated "Picnic Day" identified in clause 21.1(a)(ii) as determined in accordance with this Agreement will be permitted to elect to take an alternative day off as the "Picnic Day", which will be arranged by agreement with their manager subject to roster and operational requirements.

21.2 Day Workers and employees whose Ordinary Hours do not include public holidays

Subject to clause 16.3 (RDOs), the following applies to an employee whose Ordinary Hours are not structured to include public holidays:

- (a) If an employee's shift falls on a public holiday and the employee is not required by SunRice to work that day, the employee will receive their Ordinary Rate plus applicable Shift Penalty for that day.
- (b) If SunRice requests an employee to work on a public holiday the employee will be paid:
 - (i) 200% of the Ordinary Rates for all hours worked on the public holiday other than Christmas Day and Good Friday; or
 - (ii) 300% of the Ordinary Rates for all hours worked on Christmas Day or Good Friday.
- (c) Where part of a shift falls on a public holiday, SunRice may request an employee to work the entire shift and the employee will be paid in accordance with clause 21.2(b) for all hours that fall on the public holiday.
- (d) Where an employee is required to work on a public holiday, a minimum of 4 hours of work will be scheduled and paid for at the public holiday rate.
- (e) For the avoidance of doubt, an employee whose shift does not fall on a public holiday and who is not required to work on the public holiday will not be entitled to receive any payment in respect of that day.

21.3 Continuous Shiftworkers and employees whose Ordinary Hours include public holidays

Unless otherwise agreed between SunRice and a particular employee, the following applies to Continuous Shiftworkers and employees whose Ordinary Hours are structured to include work on public holidays (including, but not limited to, employees working the 6.3-Day Roster):

- (a) the employee acknowledges that the request to work on a public holiday is reasonable;
- (b) subject to clause 21.3(c) the shift penalties referred to in clause 16.4 are in satisfaction of any entitlement the employee may otherwise have had to receive penalty payments for work on a public holiday;
- (c) a Continuous Shiftworker who has been requested to work on a public holiday, and who reasonably refuses this request (as determined by SunRice in accordance with the Fair Work Act), will be paid at the Ordinary Rate for such absence on a public holiday; and
- (d) if an employee is required to work on more than 5 public holidays in one calendar year, the employee will be provided with a RDO in accordance with clause 16.3 for each additional public holiday worked (over and above the limit of 5 per calendar year).

22. Accident Pay

- (a) A Full Time or Part Time employee shall be entitled to receive Accident Pay in accordance with this clause.
- (b) "Accident Pay" means a payment of an amount being the difference between:

- (i) the amount of compensation paid to an employee pursuant to the relevant workers' compensation legislation in the State in which the employee is employed; and
 - (ii) the Ordinary Rate which such employee is entitled to under this Agreement (calculated by reference to the classification under which the employee is employed at the date of injury).
- (c) Subject to the terms of this clause, SunRice will pay an employee Accident Pay:
- (i) if the employee declared all workers' compensation claims made by the employee during the previous 5 years at the time that they applied for employment with SunRice;
 - (ii) where the employee received an injury for which compensation is payable by or on behalf of SunRice pursuant to the provisions of the relevant workers compensation legislation; and
 - (iii) during the incapacity of the employee (within the meaning of the relevant workers compensation legislation) until termination of the employee's employment for any reason, such incapacity ceases or until the expiration of a period of 39 weeks from the date of injury, whichever event occurs first.
- (d) In the event that an employee receives a lump sum in redemption of wages under the relevant workers compensation legislation, the liability of SunRice to pay Accident Pay in accordance with this clause will cease from the date of such redemption.
- (e) Where the employee recovers damages from SunRice or from a third party in respect of the said injury independently of the relevant workers' compensation legislation, the employee will be liable to repay to SunRice the amount of Accident Pay which SunRice has paid under this clause, and the employee will not be entitled to any further Accident Pay in respect of that injury.
- (f) This clause shall not apply to any injury occurring during the first two weeks of employment with SunRice.
- (g) For the avoidance of any doubt, SunRice's obligations under this clause 22 satisfy any obligation that SunRice may have under applicable workers compensation legislation to compensate an employee by way of make up pay or income support.

22.1 Leave during a period of workers compensation

For a period of absence from work of the employee due to work related injury or illness, provided that the employee is receiving workers compensation payments and the employee remains employed by SunRice, the employee will continue to accrue all forms of leave under this Agreement.

23. Termination

23.1 Termination by SunRice

- (a) SunRice may terminate an employee's employment by giving the employee the period of notice specified in the below table:

Period of continuous service	Period of notice
No more than 1 year	1 week

More than 1 year but no more than 3 years	2 weeks
More than 3 years but no more than 5 years	3 weeks
More than 5 years	4 weeks

- (b) An employee over 45 years old who has completed at least 2 years of continuous service is entitled to a further 1 weeks' notice in addition to the notice in clause 23.1(a).
- (c) SunRice may, at its election, make a payment in lieu of all, or part of, the notice period at an employee's Ordinary Rate plus applicable Shift Penalty.
- (d) The period of notice in this clause does not apply:
 - (i) in the case of dismissal for Serious Misconduct;
 - (ii) to Fixed Term employees at the end of the period or project; or
 - (iii) to Casual employees.
- (e) If SunRice gives notice ending the employee's employment, it may direct the employee at any time during the notice period:
 - (i) not to attend work; or
 - (ii) not to perform all or part of the employee's duties.
- (f) If a Continuous Shiftworker or employee working a 6.3-Day Roster's employment is terminated for any reason before the end of an averaging period referred to in clause 11.1, SunRice will reconcile any amounts due to or owing from the employee in respect of payments for overtime or RDOs against any payments owing to the employee upon termination of their employment (to the extent permitted by law).
- (g) See clauses 17.5 and 24.5 addressing the payment of accrued annual and personal leave on termination.

23.2 Termination for Serious Misconduct

Where an employee's conduct is found to constitute Serious Misconduct, their employment may be summarily dismissed by SunRice. A summary dismissal is an instant dismissal where the employee's employment is terminated with immediate effect, without the requirement for SunRice to provide notice (or a payment in lieu of notice) or any other entitlements accrued by the employee (other than statutory entitlements).

23.3 Termination by an employee

- (a) The notice of termination required to be given by an employee is the same as the notice required of SunRice specified in clause 23.1(a), except that there is no requirement on the employee to give an additional weeks' notice where they are over 45 years of age.
- (b) If an employee fails to give the notice specified in clause 23.1(a), SunRice has the right to withhold monies due to the employee to a maximum amount equal to the payment in lieu (at an employees' Ordinary Rate plus any applicable Shift Penalty) for the notice period which was required to be provided by the employee.

23.4 Abandonment of employment

- (a) The absence of an employee from work for a continuous period of 3 working days without the consent of SunRice and without notification to SunRice will be considered to be evidence that the employee has abandoned their employment.
- (b) Prior to making any determinations, SunRice will make reasonable endeavours to contact the person to determine the reason for their absence, for example:
 - (i) SunRice will attempt to notify the emergency contact of the employee; or
 - (ii) send by registered/express post mail or courier, a letter to the address provided by the employee.
- (c) An employee who has not established to the reasonable satisfaction of SunRice that they were absent for reasonable cause will be deemed to have abandoned their employment.

23.5 Job search entitlement

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

24. Redundancy

This clause applies only to Full Time and Part Time employees.

24.1 Meaning of redundancy

Redundancy occurs where an employee's employment is terminated at the initiative of SunRice because SunRice no longer requires the job done by the employee to be done by anyone, except where this is due to the ordinary and customary turnover of labour.

24.2 Process of selection

- (a) SunRice, in the first instance, shall call for volunteers for redundancy.
- (b) After assessment of the numbers and classifications of those employees who volunteer, SunRice reserves the right to refuse voluntary redundancies having regard to the future needs of the business.
- (c) Should there be a further need to retrench employees, the employees to be made redundant will be selected according to an objective selection criteria. Matters that may be taken into account include the future needs of the business particularly the need to retain skills and competencies, and seniority. Seniority between employees will be given precedence except where the needs of the business require the retention of an employee because of the employee's skills and competencies.
- (d) Provided that where voluntary redundancies arise at SunRice's invitation, such employees will receive the full benefits of this Agreement.
- (e) SunRice will notify employees and their representatives of a process of selection for redundancy within a reasonable timeframe.

24.3 Periods of notice

The following only applies for termination of employment in the circumstances of redundancy and replaces the notice provisions in clause 23.1:

- (a) SunRice will give an employee 4 weeks' notice of termination of employment.
- (b) Employees over 45 years of age with 2 or more years of continuous service are entitled to an additional week's notice, effectively bringing the notice to 5 weeks.

- (c) Employees with 17 years' continuous service or greater as at 30 September 2009 are entitled to 8 weeks' notice. This replaces the applicable notice or payment in lieu in clauses 24.3(a) and 24.3(b).
- (d) SunRice may make a payment in lieu of all or part of the notice period at an employee's Ordinary Rate plus applicable Shift Penalty.

24.4 Redundancy pay and statement of service

- (a) For employees employed by SunRice on or before 1 May 2017, subject to clauses 24.7 and 25, an employee whose employment is terminated for reasons of redundancy shall be entitled to 4 weeks' pay at the employee's Ordinary Rate for each year of service with SunRice to maximum of 68 weeks' pay.
- (b) For employees employed by SunRice after 1 May 2017, subject to clauses 24.7 and 25 an employee whose employment is terminated by reasons of redundancy shall be entitled to 4 weeks' pay based on Ordinary Rates for each completed year of service for the first 10 years, then 2 weeks' pay based on the Ordinary Rates thereafter to a maximum of 52 weeks' pay.
- (c) SunRice will provide an employee whose position has been made redundant a statement of service.

24.5 Accrued personal leave payout

For employees employed by SunRice on or before 1 May 2017, subject to clauses 24.7 and 25, personal leave entitlements up to a maximum of 250 hours will be paid on termination due to redundancy (as defined in clause 24.1) at the employee's Ordinary Rate.

24.6 Job search entitlement

SunRice will grant an employee whose position has been made redundant one day's time off without loss of pay during each week of notice for the purpose of seeking other employment. An employee can also request that alternative arrangements be made in lieu of this right, which SunRice may agree to in its absolute discretion.

24.7 Alternative employment within SunRice

- (a) For employees whose positions have been identified as redundant, SunRice will consider whether it is reasonable to redeploy the employee and if so, may offer employment on terms and conditions (including wages) which are substantially similar and no less favourable than the employee's terms and conditions of employment immediately before termination, considered on an overall basis within the same geographical location or vicinity or within reasonable commuting distance.
- (b) An employee will not be entitled to receive redundancy pay in accordance with clause 24.4 or a payment for accrued personal leave in accordance with clause 24.5 if the employee:
 - (i) is offered alternative comparable employment within SunRice (regardless of whether the employee accepts the offer of employment); or
 - (ii) accepts any offer of employment from SunRice. In these circumstances, the employee may be entitled to a redundancy payment in accordance with the NES.

25 Transfer of Business and/or Employment

- (a) SunRice will consult with the SCC in accordance with clause 26, in relation to any proposed Transfer of Business from SunRice to another entity.

- (b) Subject to clauses 24.7 and 25(c), if an employee's position becomes redundant as a consequence of a Transfer of Business, the employee will be eligible to receive redundancy pay and accrued leave entitlements in accordance with clause 24.
- (c) An employee is not entitled to redundancy pay in accordance with clause 24.4 or accrued personal leave in accordance with clause 24.5 in relation to the termination of his or her employment with SunRice if the employee is offered employment by another employer (the second employer) in the following circumstances:
 - (i) there is a Transfer of Employment in relation to the employee which recognises the period of service of the employee with SunRice to be service with the second employer; or
 - (ii) the employee rejects an offer of employment:
 - (A) in which the terms and conditions (including wages) are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee immediately before ceasing employment with SunRice;
 - (B) which recognises the period of service which the employee had with SunRice; and
 - (C) had the employee accepted the offer, there would have been a Transfer of Employment in relation to the employee to the second employer.
- (d) To the extent permitted by law, where there is a Transfer of Employment in relation to an employee, the period of continuous service that an employee had with SunRice will be deemed to be service with the second employer and taken into account when calculating annual leave. However, an employee is not entitled to leave or payment for any period in respect of which leave has been taken or paid for.

26. Consultation

26.1 Consultation about major workplace change

- (a) This term applies if SunRice;
 - (i) has made a definite decision to introduce a major change to production, program organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
 - (ii) proposes to introduce a change to the regular roster or Ordinary Hours of employees.
- (b) In this clause 26, a major change is likely to have a significant effect on employees if it results in:
 - (i) the termination of the employment of the employees; or
 - (ii) major change to the composition, operation or size of SunRice's workforce or to the skills required of employees; or
 - (iii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (iv) the alteration of hours of work; or
 - (v) the need to relocate employees to another workplace; or
 - (vi) the restructuring of jobs.

- (c) As soon as practicable after making its decision, SunRice will:
 - (i) Discuss with the SCC the affected employees and the relevant unions, and/or their representatives:
 - a. the introduction of the change; and
 - b. the effect the change is likely to have on the employees; and
 - c. measures the employer is taking to avert or mitigate the adverse effects of the change on the employees; and
- (d) For the purposes of the discussion provide, in writing, to the affected employees and the relevant unions and/or their representatives:
 - (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.
- (e) SunRice is not required to disclose confidential or commercially sensitive information to employees or any other party to this Agreement.
- (f) SunRice must give prompt and genuine consideration to matters raised about the major change by the affected employees and/or their representatives.
- (g) While SunRice will give consideration to the matters raised by the employees, SunRice does not have to obtain the consent of employees or their representatives to implement changes to the business.

26.2 Change to work patterns

- (a) SunRice and an employee or SunRice and the majority of employees may reach an agreement that may introduce a new shift or roster pattern that is different to those defined in this Agreement.
- (b) Any new roster pattern, Ordinary Hours or Shift Penalty will have:
 - (i) regard to the unsociability of the hours to be worked and any hours to be worked on weekends and public holidays within the roster pattern; and
 - (ii) will not disadvantage the employee or SunRice on an overall basis compared to the Overtime Rate and Shift Penalties that apply to the other shifts.
- (c) In respect of roster patterns and notice of changes to shifts:
 - (i) SunRice will advise employees of their roster in writing.
 - (ii) SunRice will develop and apply roster patterns taking into consideration safety, health and environmental considerations, business needs and employee preferences.
 - (iii) SunRice will, as soon as reasonably practicable, consult with employees before introducing a proposed change to their regular roster or Ordinary Hours. Employees may be represented for the purposes of this consultation. For the purpose of this consultation, SunRice will provide information to the affected employee and their representatives, if any, about the proposed change (other than confidential or commercially sensitive information), invite the employee and their representative to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities) and consider any

view given by the employee and/or their representatives about the impact of the change.

- (iv) As far as possible, SunRice will provide employees with at least 1 months' notice of any permanent changes to their roster or Ordinary Hours (i.e changes which will last for 1 week or more). If less than 48 hours' notice is given, the employee shall be paid 150% of their Ordinary Rate for all ordinary hours of work until 48 hours notice has elapsed.
- (v) From time to time, SunRice may need to make temporary changes (ie which will last for no more than 1 week) to an employee's roster or Ordinary Hours in order to meet operational needs. Any such changes will be notified by SunRice to the employee as early as possible and with no less than 48 hours' notice. If SunRice instructs an employee to make a temporary change to their roster or Ordinary Hours, the employee will receive a one off \$20 penalty payment.
- (vi) SunRice will provide no less than 2 weeks' notice of the roster employees will be required to work over the end of calendar year close down.
- (vii) This clause is not intended to limit the ability for SunRice to make changes to work patterns of employees that occur due to either an increase or decrease in production requirements.
- (viii) The requirement to consult under this clause does not apply to a Casual employee or where an employee has irregular, sporadic or unpredictable working hours.
- (ix) These provisions are to be read in conjunction with other Agreement provisions concerning the scheduling of work and notice requirements.

26.3. Site Consultative Committee

(a) Purpose and scope.

- (i) The Site Consultative Committee (**SCC**) is to be the consultative forum and a communication channel for all site related issues considered relevant by the employees and management. Each site with employees covered by the Agreement can determine if SCC is necessary for effective consultation. These sites include:
 - a. SunRice Leeton
 - b. SunRice Deniliquin
 - c. CopRice Leeton
 - d. CopRice Tongala
 - e. CopRice Cobden
 - f. AGS Deniliquin.
- (ii) Sites with 20 or fewer employees can use 'toolbox' or daily meetings to consult.
- (iii) The scope of the SCCs shall include but not be limited to:
 - a. Implementation of the Agreement at the site;
 - b. Discussing and monitoring proposed measures for improving productivity and performance at the site;
 - c. Discussing and monitoring proposed changes at the site level, including changes to production, organisation, structures or technology;

- d. Discussing and monitoring implementation of site policies and procedures.
- (b) Employee Representation
- (i) A permanent Full Time employee representative is to be selected from each area by a majority of employees. The employees are to organise and conduct a vote in their area if there are 2 or more nominations. The areas include, but are not limited to:
 - a. Milling
 - b. Packaging
 - c. Warehouse/Distribution
 - d. Maintenance
 - (ii) Each employee representative shall be elected for a 1 year term, after which there must be a new nomination from the work area (which may be the employee vacating the seat). Should a vacancy exist prior to the end of the term the employees from that work area can nominate a substitute to complete the term.
 - (iii) Employee attendance at the meeting is considered to be work time, and paid for attendance. Meetings should be arranged taking into consideration operational requirements, appropriate rest breaks and fatigue management processes for shift workers. Before any applicable overtime is applied for employees attending outside of work hours, permission must first be provided by management.
 - (iv) If the SCC is discussing the introduction of major workplace change at a site that it likely to have a significant effect on employees, employee representatives (which may include the unions covered by this Agreement) will be able to attend SCC meetings when they are invited by employees.
- (c) Frequency and Protocol
- (i) SCC meetings will be held regularly as determined by the members of the SCC but not more frequently than bi-monthly without management approval.
 - (ii) Meetings of the SCC will be chaired on an alternative basis between employee and management representatives.
 - (iii) As far as reasonably possible, the decisions of the SCC will be made on a majority basis. Any action to introduce major workplace changes at the site which are likely to have a significant effect on employees will not be implemented until SunRice has consulted the SCC.
 - (iv) SunRice site management will provide support to the SCC for the purposes of recording and distributing the minutes of each meeting as well as preparing and distributing the minutes and agenda papers of each meeting and organising meetings.
- (d) SunRice will consult with the SCC in accordance with clause 26, in relation to any proposed Transfer of Business from SunRice to another entity.

27. Disciplinary Procedure

27.1 Disciplinary action for poor performance or unsatisfactory conduct/behaviour

- (a) This clause applies to poor performance and unsatisfactory conduct/behaviour (including minor breaches of SunRice's policies, but not conduct which amounts to Serious Misconduct).
- (b) Disciplinary action is a means of correcting unsatisfactory conduct/behaviour and/or work performance with the view to improving the employees' performance and facilitating an employee's ongoing employment with SunRice. In some cases disciplinary action results in, or leads to, termination.
- (c) The appropriate disciplinary process and action will be determined at SunRice's discretion on a case by case basis considering the nature of the concern and any previous disciplinary action taken against the employee.
- (d) Disciplinary action can include, but is not limited to:
 - (i) records of conversation: SunRice informs the employee either in writing or by conversation that there is a concern they have engaged in poor performance or unsatisfactory conduct. SunRice will outline the rules, expectations and requirements intended to correct employee performance or conduct/behaviour. Records of conversation are a two way communication process;
 - (ii) performance or conduct review period;
 - (iii) written warnings (including up to a final warning) which will be placed on the employees personnel file;
 - (iv) suspension;
 - (v) demotion; and/or
 - (vi) termination.
- (e) An employee will be given a sufficient opportunity to respond to SunRice's concerns.
- (f) An employee may be supported by another person during the above processes, including a colleague, union representative or delegate. Where possible, the employee will give SunRice notice of a support person is attending a disciplinary process.
- (g) In assessing the appropriate disciplinary action, SunRice will review each case on an individual basis and will consider whether there is an individual circumstance contributing to their poor performance or unsatisfactory conduct/behaviour. SunRice may refer the employee to SunRice's Employee Assistance Program or other appropriate areas of support where necessary.
- (h) Where a written warning is determined by SunRice to be the appropriate disciplinary outcome, the warning will be current for a period of 12 months from the date of the warning. However, nothing in this clause should be construed as preventing SunRice from taking into account a warning outside of this period in determining future disciplinary action if the severity of the circumstances warrant it as determined by SunRice.

27.2 Disciplinary action for Serious Misconduct

When an employee engages in Serious Misconduct, SunRice may take disciplinary action including, but not limited, to summary dismissal (termination without notice or payment in lieu). Nothing in clause 27.2 is intended to interfere with SunRice's right to do so in accordance with clause 23.2.

27.3 Suspension for investigation

- (a) An employee may be suspended by SunRice for the purposes of investigating allegations made against them in relation to conduct or behaviour committed in the course of employment or the workplace (whether in connection with conduct/behaviour covered by clause 27.1 or Serious Misconduct).
- (b) Any suspension will only be for as long as required for the purposes of investigating the allegation, and the employee will continue to receive full pay during the suspension period at the discretion of SunRice.

28. Dispute resolution procedure

The aim of this procedure is to ensure that during the life of the Agreement, industrial grievances or disputes are prevented or resolved as quickly as possible at the level they occur in the workplace. When a dispute or grievance arises in relation to a matter under this Agreement or the NES, the following steps are to be followed.

An employee who is party to the dispute may appoint a representative for the purposes of the procedures in this term, which may include a union official or site representative.

- (a) In the first instance, the parties to the dispute must try to resolve the dispute by discussions between the employee or employees and the immediate supervisor or manager.
- (b) If the dispute remains unresolved, the parties to the dispute may arrange further discussions with the site management or any other person who may assist the resolution of the matter.
- (c) If the dispute cannot be resolved at the workplace level, either party may refer the matter to the FWC:
 - (i) in the first instance, for conciliation of a dispute between parties; and
 - (ii) for arbitration, those outstanding items which have not been resolved at conciliation in the first instance.
 - (iii) The parties agree that neither will seek to recover legal costs from the other that are incurred during this dispute resolution process.
- (d) A party to a dispute may appoint another person to act on their behalf for the purposes of the procedure in this clause 28. The parties also agree that the person appointed might include a legal practitioner.
- (e) The decision of the FWC will bind the parties, subject to either party exercising a right of appeal against the decision to a Full Bench.

If either party refers the matter to arbitration under clause 28 (c), the parties agree that the FWC shall have the power to do all such things as are necessary for the just resolution or determination of the matter in dispute. This includes the exercising of procedural powers in relation to directions, hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective. In such a case, each party consents to the other being legally represented during any such proceedings.

- (f) While procedures are being followed under this clause 28 in relation to a dispute:
 - (i) work will continue as normal (retaining the status quo) unless SunRice or the employee has a reasonable concern about an imminent risk to the employee's health and safety. Subject to relevant provisions of any State or Territory occupational health and safety law, even if the employee has a reasonable concern about an imminent risk to the employee's health or safety, the

employee must not unreasonably fail to comply with a direction by SunRice to perform other reasonably available work, that is safe and appropriate for the employee to perform.

- (ii) Status quo shall mean the situation existing immediately prior to the dispute or the matter giving rise to the dispute. In order to allow for the peaceful resolution of grievances, the parties shall be committed to avoiding any stoppages of work, bans or limitations while the procedures of negotiation and conciliation (and where applicable arbitration) are being followed.
- (g) For the avoidance of doubt, this clause 28 is the exhaustive and exclusive provision regarding dispute resolution entitlements which apply to employees covered by this Agreement.

29. Deduction of union membership fees

Where written authority is provided by the employee, SunRice will deduct union fees in the amount specified by the employee from the employee's wages and remit them to the appropriate union at regular intervals.

30. Union Delegates' rights including training days

30.1 Delegates' rights term

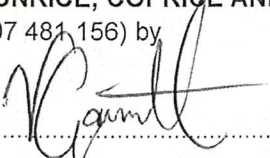
From 1 July 2024, the workplace delegates' rights term approved by the FWC for the Award will apply to this Agreement, other than in respect of rights set out in this clause 30 to the extent such rights are more favourable.

30.2 Training days

- (a) SunRice will provide up to 5 days' paid training leave per Union Delegate each calendar year to attend courses conducted by the AMWU or CEPU (as applicable) or another training provider (nominated by the AMWU or CEPU) for the purpose of providing skills and competencies that will assist the Union Delegate perform their responsibilities. This entitlement is not cumulative.
- (b) A Union Delegate will be paid at the Ordinary Rate plus applicable Shift Penalty they would have received for the hours the Union Delegate is absent from their rostered shift for the purposes of attending the training.
- (c) SunRice will pay or reimburse reasonable travel costs (including meals) and accommodation expenses of attending paid training in accordance with SunRice's Travel Policy (as amended from time to time) to the extent such training is undertaken in the Riverina or the Australian Capital Territory, and the Union Delegate does not reside in any of these locations. The parties acknowledge any other travel costs and accommodation expenses will be the responsibility of the AMWU, CEPU or Union Delegate.
- (d) SunRice will be responsible for, and retains discretion, in relation to the coordination and booking of travel arrangements and meeting rooms.
- (e) If a Union Delegate is required to travel to attend training, SunRice will determine in its discretion (acting reasonably) whether the employee should receive additional paid leave or paid travel time to attend the training where they are absent from their rostered shift.
- (f) Unless otherwise agreed between SunRice and the AMWU or CEPU (as applicable), a minimum of 14 days' written notice must be given to SunRice of a Union Delegate's intention to attend a training course.

- (g) All applications for leave must be made in writing detailing:
 - (i) the name of the employee seeking leave;
 - (ii) period of time for which leave is sought;
 - (iii) title and description;
 - (iv) the place or places where the course will be held; and
 - (v) the purpose of attending the training, which must be related to the employee's role as a Union Delegate.
- (h) SunRice retains a right to reasonably refuse an employee's request for paid training leave based on the roster and operational requirements of SunRice.
- (i) Leave granted pursuant to this clause 30 will count as service for all purposes of this Agreement.
- (j) The parties agree if the training is conducted for a period of time less than a Union Delegate's full shift, the Union Delegate is expected to return to work to complete their shift where the training is conducted at the site where the Union Delegate works.

SIGNED by RICEGROWERS LIMITED T/A
SUNRICE, COPRICE AND AGS (ABN 55
007 481 156) by



Signature General Manager

Vesna Gartner

Name (block letters)

Level 17, One Farrar Place, GMT
Sydney NSW 2000

Address

SIGNED by the CEPU for and on behalf of
the employees covered by this Agreement
by



Signature General Secretary or Delegate

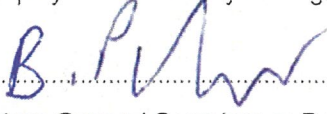
Allen Hicks

Name (block letters)

Level 5, 370 Pitt Street,
~~Haymarket~~, 2000
SYDNEY

Address

SIGNED by the AMWU for and on behalf of
the employees covered by this Agreement
by



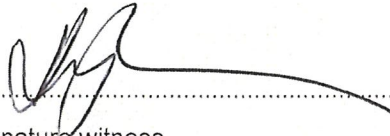
Signature General Secretary or Delegate

Brad Pidgeon

Name (block letters)

3/133 Parramatta Road
Granville NSW 2142

Address



Signature witness

KYLIE ROBERTS

Name (block letters)

LVL 17, 1 FARRAR PLACE, GMT
SYDNEY NSW 2000

Address



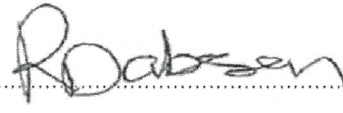
Signature witness

LISA MOTT

Name (block letters)

Level 5, 370 Pitt Street, ~~Haymarket~~, 2000
SYDNEY

Address



Signature witness

Rochelle Dobson

Name (block letters)

3/133 Parramatta Road
Granville NSW 2142

Address

Date: 8 August 2024

Schedule A - Ordinary Rates and Allowances

1 SunRice Ordinary Rates

For the life of the Agreement, the table below summarises the Ordinary Rates increases:

Classification level	% increase from the first full pay period on or after 1 May 2024 (Year 1)	% increase from the first full pay period on or after 1 May 2025 (Year 2)
M1 – M4	3.5%	3.48%

Classification level	New Ordinary Rate effective from the first full pay period on or after the Commencement of the Agreement			Ordinary Rate effective from the first full pay period on or after 1 May 2024 (Year 1)			Ordinary Rate effective from the first full pay period on or after 1 May 2025 (Year 2)		
	Hourly	Weekly (38 hr)	Annual	Hourly	Weekly (38 hr)	Annual	Hourly	Weekly (38 hr)	Annual
M1	\$36.71	\$1,394.98	\$72,538.96	\$37.99	\$1,443.62	\$75,068.24	\$39.31	\$1,493.78	\$77,676.56
M2	\$38.30	\$1,455.40	\$75,680.80	\$39.64	\$1,506.32	\$78,328.64	\$41.02	\$1,558.76	\$81,055.52
M3	\$41.73	\$1,585.74	\$82,458.48	\$43.19	\$1,641.22	\$85,343.44	\$44.69	\$1,698.22	\$88,307.44
M4	\$44.34	\$1,684.92	\$87,615.84	\$45.89	\$1,743.82	\$90,678.64	\$47.49	\$1,804.62	\$93,840.24

Legislated superannuation guarantee contributions will be made in addition to the Ordinary Rates in the table above.

The Ordinary Rates for apprentices are as follows:

	Has not completed Year 12	Has completed Year 12	Adult apprentice aged 21+

Stage of Apprenticeship	% of Level M1	Ordinary Rate	% of Level M1	Ordinary Rate	% of Level M1	Ordinary Rate
Ordinary Rate effective from the first full pay period on or after the Commencement of the Agreement						
Year 1	50%	\$ 18.36	55%	\$ 20.19	80%	\$ 29.37
Year 2	60%	\$ 22.03	65%	\$ 23.86	80%	\$ 29.37
Year 3	75%	\$ 27.53	75%	\$ 27.53	80%	\$ 29.37
Year 4	88%	\$ 32.30	88%	\$ 32.30	88%	\$ 32.30
Ordinary Rate effective from the first full pay period on or after 1 May 2024 (Year 1)						
Year 1	50%	\$ 19.00	55%	\$ 20.89	80%	\$ 30.39
Year 2	60%	\$ 22.79	65%	\$ 24.69	80%	\$ 30.39
Year 3	75%	\$ 28.49	75%	\$ 28.49	80%	\$ 30.39
Year 4	88%	\$ 33.43	88%	\$ 33.43	88%	\$ 33.43
Ordinary Rate effective from the first full pay period on or after 1 May 2025 (Year 2)						
Year 1	50%	\$ 19.66	55%	\$ 21.62	80%	\$ 31.45
Year 2	60%	\$ 23.59	65%	\$ 25.55	80%	\$ 31.45
Year 3	75%	\$ 29.48	75%	\$ 29.48	80%	\$ 31.45
Year 4	88%	\$ 34.59	88%	\$ 34.59	88%	\$ 34.59

M1 Trades Bonus

- (a) M1 employees who have, immediately preceding their progression to M1, completed an apprenticeship approved by a relevant apprenticeship authority, will be eligible for a one-off Trades Bonus of payment of \$1,500.00 (gross) on the first pay period after the completion of six months' continuous service with SunRice at this classification level.
- (b) Where an M1 employee progresses or is promoted to M2 before the completion of six months continuous' service with SunRice at an M1 level, the one-off Trades Bonus payment of \$1,500.00 (gross) will be paid on the first pay period after the effective date of progression or promotion.
- (c) The Trades Bonus is only payable to those employees who:
 - (i) were employed by SunRice immediately before the date of completion of their apprenticeship; and
 - (ii) where their continuous service was in progress on, or commenced from, 1 May 2024.

2 Allowances

Allowances (other than the Qualified Electrical Supervisors Allowance) remain at the rates detailed in Schedule A for the life of the Agreement. All allowances are paid as stand alone allowances and are not part of the Ordinary Rate.

For the avoidance of doubt, the allowances in Schedule A are the exhaustive and exclusive provisions regarding the allowances which apply to employees covered by this Agreement.

2.1 Meal allowance

- (a) A meal allowance is paid to employees who work more than 2 hours past their usual, scheduled finishing time, and each 4 hours thereafter working overtime in a particular day.
- (b) As of Commencement, the rate for this allowance will be \$12.27 per occasion.

2.2 Combined Allowance

- (a) A combined allowance is paid to employees for all hours of work, to compensate for all difficulties incurred whilst working; including hot, cold, dirty or dusty work areas or tasks at height or in confined spaces.
- (b) As of Commencement, the rate for this allowance will be \$2.60 per hour.

2.3 Stand By/Availability Allowance

- (a) Subject to the specific approval of the General Manager, Operations, the General Manager, AGS or the General Manager, CopRice (whichever is relevant to the employee concerned), an availability allowance will be paid to employees who, when required by SunRice, are designated to make themselves available for call backs to attend production breakdowns outside their Ordinary Hours.
- (b) The rate for this allowance, when required, will be:

When availability is required	Rate effective from the first full pay period on or after the Commencement of the Agreement
Monday – Friday full week	\$170.50
Monday – Friday per day	\$35.20
Saturday and Sunday	\$62.70
Public Holiday	\$66.00

2.4 Qualified Electrical Supervisors Allowance

- (a) A Qualified Electrical Supervisors Allowance is paid to employees who hold an “A” class electrical licence and are responsible for the technical supervision of others. The allowance also reimburses an employee for the administrative cost of maintaining a current licence.
- (b) The rate for this Allowance will be:

Effective from the first full pay period on or after Commencement of Agreement	Effective from the first full pay period on or after 1 May 2025
\$75.75 per week	\$80.82 per week

2.5 Disturbance Allowance

Where an employee is able to solve a problem over the phone and no actual call back in accordance with clause 16.2 occurs, a Disturbance Allowance will apply as follows:

- (a) The Disturbance Allowance applies if the employee is contacted, by their supervisor or at their supervisor’s direction, by telephone after the end of a shift and they have left the site and before returning to site for their next shift.
- (b) The Disturbance Allowance will be the equivalent of 2 hours pay at 200% of the employee’s Ordinary Rate.
- (c) If an employee is contacted within 4 hours of the first telephone contact, no further Disturbance Allowance will apply.

Schedule B – SunRice Job Classification Structure

The Ordinary Rate of employees will be determined by reference to their classification in accordance with the Classification Matrix, which sets out the job role that they will usually perform, its skill requirements or competencies (where applicable) and relevant accountabilities.

The SunRice Job Classification Structures:

- (a) are focused on the whole job, including safety, quality individual responsibilities, good manufacturing practices (**GMP**), operations and maintenance activities;
- (b) identify the skills and attributes required for the role, matched to accountabilities;
- (c) relate to the skills and job requirements based on the AQTF competency standards (or similar regulatory body);
- (d) are confirmed by competency assessment;
- (e) will be supported with a job description, using the SunRice template.

The classification structure will be maintained by SunRice and the relevant consultative forum and advised by the updates of respective industry training advisory bodies.

The parties commit to use reasonable endeavours to create a working group to consider the expansion of the classification structure to explore more electrical skills and apprenticeship pathways.

The SunRice Classification Structure will operate as follows:

1 Appointment, progression and maintenance of classification

- (a) Employees will be appointed to a classification at the time of recruitment or a job change, based on an assessment and maintenance of the competency to develop into and to perform the job role, and the availability of jobs at the particular level. Employees will be appointed by way of a letter of offer to a role that is contained within the classification family. Once in that role, the employee will be expected to develop and demonstrate, by way of participation in an assessment, the skills, knowledge and behaviours required of a competent operator at that level.
- (b) Progression within the SunRice Job Classification Structure is driven by the assessment (personal readiness) of an employee for new job tasks and responsibilities and the availability of job roles. Each level assumes the employee remains competent and willing to perform all the tasks at any lower pay level within their relevant pay and classification stream.
- (c) Maintenance of all employee classifications will be based on their job performance and the maintenance of their current competency, the responsibility for which is shared between the individual employee and SunRice. The employee is expected to

show initiative and willingness to work in another area and to actively maintain their skill base, and SunRice will facilitate communication, opportunities for practice, experience and training required to maintain currency and capability.

- (d) During the life of the Agreement, an individual employee may request a review of their classified level, through application to the relevant Business Manager. The review is required to be undertaken within two months of the request being made in writing.
- (e) Employees may request a demotion to a lower level. The request will be considered by SunRice at its discretion and this consideration may include a role being available for the employee to demote into and the employee's performance or conduct whilst in the higher level role. Demotion to a lower level will involve the placement of the employee into a role with a lower level of responsibility than the role held by the employee prior to demotion. Demotion to a lower level will result in a decrease in remuneration to reflect the lower level of responsibility in the next full pay period. Such employees are not prevented from performing higher duties on occasion, or from applying for promotion at a later date.

Support Plan Process

- (f) If during the life of this Agreement an employee is not meeting their accountabilities as described in the Classification Matrix, then SunRice will support the employee through retraining and assessment for the classification. The employee may be supported with direct supervision where necessary and extra training support. A review plan will be documented and actioned within a reasonable period. The intent of the review and support program will be to enable employees to maintain their performance and skill level at the required level.
- (g) Where an employee fails to meet the classification performance levels following the support process, SunRice will meet with the employee and they will be given an opportunity to provide evidence of genuine reasons as to why they were not able to meet their accountabilities. SunRice will consider all reasonable evidence provided and discuss alternate options with the employee and their nominated representative. These options may include further training and support with further time bound objectives and competencies. SunRice will consider moving the employee to a classification to a more appropriate level if the employee cannot attain the objectives of any such support plan. Ultimately, the decision to demote an employee will be the sole discretion of SunRice.

2 Participation in training and assessment

- (a) To the extent that training is a barrier to performance, employees are expected to participate in training and staff development activities aimed at improving the effectiveness and efficiency of SunRice operations and performance. Back training in competencies introduced in this document is agreed to by all parties within the life of the agreement and will occur in line with individual training plans.

- (b) Where required, employees will be re-assessed in the competencies for their current assessed classification level. Employees must maintain their currency of skill and achieve competence. If an employee is not deemed competent for their appropriate classification, the support plan process outlined in section 1(f) of Schedule B will be followed.
- (c) Employees who have difficulty with language/literacy and numeracy (ELLN), which prevents them from undertaking proper training and/or accessing the skill based career path, will be offered appropriate support to enable their participation.
- (d) Dependant on role and individual motivation, employees may be offered the opportunity to participate in and attain nationally recognised qualifications such as Certificate IV in Competitive Manufacturing, Certificate IV in Frontline Management, Licence to Operate a Boiler, or other significant Engineering, Robotics and Automation qualifications. Where an employee chooses to participate and is the recipient of this training investment, the employee agrees to an indentured period of service. Where the course costs are met by SunRice, the employee agrees to the indentured period of tenure, following successful achievement of the qualification, aligned with the below table. SunRice and an individual employee may enter into a separate individual agreement for training investments above \$40,000.

Value of Training Course Fees	Indenture Period	Leaving SunRice during specified Indenture period
\$10,000 - \$40,000	6 months	Repay 100% of Training Course Fees
	12 months	Repay 50% of Training Course Fees

- (e) Should the employee leave their employment with SunRice (otherwise in circumstances set out in (f) below) within the applicable indenture period, SunRice will be entitled to recover the percentage of the Training Course Fees specified in the above table and the quantum must be repaid and/or deducted from amounts due to the employee on termination of employment.
- (f) In the event an employee is terminated by SunRice for Serious Misconduct during the applicable indenture period, then 100% of the Training Course Fees as specified in above table, must be repaid and/or deducted from amounts due to the employee on termination of employment.
- (g) If the employee's termination pay value does not meet the cost of the course fees, the employee will be required to make payment to SunRice, in full satisfaction of the course fees as a debt that is due and payable.
- (h) An employee whose employment ends through no fault of their own, including but not limited to, illness or redundancy will not be required to repay or reimburse course costs.
- (i) The achievement of short course qualifications such as High Risk Work licences, Working at Heights and Confined Space are not subject to any indenture.

Participation in assessment

An employee's competence is not confirmed until it is recommended by the assigned Assessor and endorsed by the employee's usual supervisor. Employees who are appointed to a new classification or those who require re-certification of their current competency will be assessed by an assigned assessor and/or the relevant subject matter expert within 3 months from appointment or re-certification date.

The employee to be assessed will be advised of the time and place of the assessment, the content and format of the assessment and the nominated assessors. Grievances about the assessment process or outcomes will be managed using the dispute resolution procedure referred to in this Agreement.

SunRice may use external assessment experts to 'moderate and validate' internal assessment processes and tools, and to ensure assessment outcomes are portable to national qualifications. They may be invited to be part of any assessment process and will be at the discretion of SunRice

3 Wages and costs

An employee who attends a training course, at the request or direction of SunRice, shall be paid for the attendance at the course. The cost of course fees will be paid by SunRice, with the exception of section 2(c) of Schedule B. Similarly, the costs of travelling to and from the course location will be met by SunRice. The training costs required for an employee to be retrained or on a support plan will be met by SunRice in the first instance only.

Employees will be paid the Ordinary Rate plus the applicable Shift Penalty that they would have received had they not been attending training. Should an employee fail to attend training and not have a reasonable and acceptable cause for not doing so, they may be required to reimburse the training costs to SunRice.

Employees moving between jobs for the purposes of training, job rotation or to fill a skilled vacancy will be paid at their usual classification level, or the rate that would have applied at that time, except that:

- (a) If an employee is acting in a higher classified job for more than 19 hours in a working week, they will be paid at the higher rate for the whole week.
- (b) If an employee performs all the tasks and duties of a higher classified job for more than 4 hours of their shift, the higher rate will be paid for all hours worked.
- (c) For the avoidance of doubt, employees who are in training for a higher classified job will not be paid at the higher rate for the period of their training – unless specifically agreed or in accordance with section 4 below.

4 Wages while working in a higher graded job during rotation for safety or training purposes

As a general rule, employees will not be required to work in a higher classification continuously for more than 3 months for training purposes, to cover an absence, or awaiting regrading or reclassification of a job role. Employees who work for up to 3 months in the higher classified role, for the purposes described, will be paid the higher rate for reasonable periods of approved leave.

5 Mobility between departments and work areas, currency of competency and wage maintenance

It is critical to the sustainability of SunRice that employees can and do work flexibly between different departments, business areas and/or workplaces within the Location. To best achieve this outcome, employees will be deployed temporarily between areas for agreed periods and in order to up-skill or multi-skill whilst maintaining the currency of their broadest skill set. During the deployment or temporary transfer, the employee will be provided opportunities to maintain currency in both roles and skill sets.

When a permanent transfer occurs, the employee will maintain their (higher) skilled pay level for 8 weeks. If, after 8 weeks, the employee cannot sustain the higher pay level by assessment in their new classification job, they will revert to the assessed (lower) classification and pay level appropriate to their new role.

6 Promotion, Progression and Demotion

When vacancies occur in skilled roles, the appointment of employees who have acted, or are being trained for the higher classified role will be considered before the appointment of external or casual employees to the vacant skilled role.

After appointment to a new, higher pay level, the employee will be required to demonstrate all the primary tasks and accountabilities for the new pay level within a qualifying period of 6 months. This means that the employee must have submitted all work and been assessed as competent by a designated assessor or subject matter expert and verified by their usual supervisor within 6 months of their appointment to the new classification and job role.

To be assessed as competent, the employee is required to complete, and be signed off as having attended the relevant training modules, assessments or learning units and have demonstrated, to the satisfaction of the assessor and area Manager, that the critical tasks, identified in the learning units can, and are always being practiced competently.

Once the employee has been successfully competency assessed and approved by the relevant SunRice Manager/Representative, any applicable increase in wages resulting from a promotion or progression to a higher level, will apply from the next full pay period.

Copies of all training materials will be attached and filed on the employee's training records to confirm the appointment to the new classification.

If the employee cannot meet the requirements of the role, and satisfy the assessment and verification process they will revert to their previous pay level and classification as per the Support Plan outlined in section 1(f) of Schedule B.

For clarity, the following periods will be observed when an employee is demoted. If there is any inconsistency anywhere in the Agreement, this subclause will apply:

- (a) As the result of disciplinary action or a performance improvement process (not relating to competence), an outcome could be a demotion. If this were to occur, the higher level that the employee occupied prior to the demotion will continue to receive the higher level Ordinary Rate for 8 weeks.
- (b) If an employee is not deemed competent after training and a support plan, they may be placed into a lower level. If this were to occur, the higher level that the employee occupied prior to the demotion, will continue to receive the higher level Ordinary Rate for 8 weeks.
- (c) An employee may voluntarily request to work in a lower level. If this were to occur, the higher level that the employee occupied prior to the change will continue to receive the higher level Ordinary Rate for 8 weeks.
- (d) If an employee's level does not exist anymore, they may be directed to work in a lower level. The employee will continue to receive the higher level Ordinary Rate for 12 months. During this time, the employee may be requested to work at a higher level up to the level, which reflects the Ordinary Rate they are receiving. If they refuse to work at the higher level, they will immediately have their Ordinary Rate changed to reflect the level that they are appointed to.

7 The Classification Matrix

The Classification Matrix uses the definitions and typical job roles to determine the appropriate rate or classification for a new job, or employee.

Classification Matrix

Level and Name	Description and Accountabilities	Typical SunRice Roles include:
Level M1	<p>An employee works to the level of their skills, competence and training within the scope of this level, as follows:</p> <ul style="list-style-type: none"> • Exercises keyboard skills 	Engineering/manufacturing tradesperson typically during their first 12 months trade experience.

Level and Name	Description and Accountabilities	Typical SunRice Roles include:
	<ul style="list-style-type: none"> • Understands and applies quality control techniques • Exercises good interpersonal and communications skills • Performs work under supervision either individually or in a team environment • Operates lifting equipment incidental to their work (if licenced) • Performs non-trade tasks incidental to their work • Performs work which while primarily involving the skills of the employee's trade is incidental or peripheral to the primary tasks and facilitates the completion of the whole task, provided that such incidental or peripheral work does not require additional formal technical training • Inspects products and/or materials for conformity within established operational standards 	
Level M2	<ul style="list-style-type: none"> • Will have completed training in Basic Programmable Logic Controllers, hydraulic processes, pneumatic processes, mechatronics programs or equivalent OR • Vendor delivered training programs associated with new or upgraded equipment at a basic/intermediate level OR • Participate in agreed training in production fields including software development and application or basic robotics. <p>Engineering/manufacturing tradesperson at this level works above and beyond a tradesperson at M1 level and to the level of their skills, competence and training performs work within the scope of this level, as follows:</p> <ul style="list-style-type: none"> • Provides trade guidance and assistance as part of a work team 	<p>At this level a Maintenance Tradesperson typically with 1 to 3 years post trade experience would hold at least a trade level qualification in one of the areas required by the business, preferably with post trade or multi trade qualifications, with reasonable knowledge, skill and experience in industrial maintenance</p>

Level and Name	Description and Accountabilities	Typical SunRice Roles include:
	<ul style="list-style-type: none"> • Understands and implements quality control techniques • Works under limited supervision either individually or in a team environment • Operates lifting equipment incidental to their work (if licenced) • Performs non-trade tasks incidental to their work 	
Level M3	<ul style="list-style-type: none"> • Attending to breakdowns, conducting planned maintenance and managing engineering projects the work has a strong emphasis on supporting the activities of manufacturing operators, taking opportunities to pass on knowledge and skills while attending to the work, promoting operational maintenance and the transfer of engineering skills, responsibilities and ethics to the manufacturing operators. • Will have completed further training concerned with Programmable Logic Controllers, hydraulic processes, pneumatic processes, mechatronics programs at Advanced level, OR • Vendor delivered training programs on production equipment or instrumentation at an intermediate/advanced level OR • Participate in agreed training in production fields including software development and application or intermediate/advanced robotics. <p>Engineering/manufacturing tradesperson at this level works above and beyond a tradesperson at M2 level and to the level of their skills, competence and training performs work within the scope of this level, as follows:</p> <ul style="list-style-type: none"> • Provides trade guidance and assistance as part of a work team • Assists in the provision of training in conjunction with supervisors and trainers 	An experienced Maintenance Tradesperson typically with more than 3 years post trade experience.

Level and Name	Description and Accountabilities	Typical SunRice Roles include:
	<ul style="list-style-type: none"> • Understands and implements quality control techniques • Works under limited supervision either individually or in a team environment • Operates lifting equipment incidental to their work (if licenced) • Performs non-trade tasks incidental to their work 	
Level M4	<p>An employee has superior skills and extensive experience of the operation, faults and difficulties of all operational equipment and services. An employee will display this standard of competence on the job and is able to advise and develop skills in others. They will also be regarded, by peers, as a technical expert able to raise others to high levels of skills and expertise. Career path for Leadership is available from this level.</p> <p>An engineering/manufacturing tradesperson at this level works above and beyond a tradesperson at M3 level and to the level of their skills, competence and training performs work within the scope of this level, as follows:</p> <ul style="list-style-type: none"> • Provides trade guidance and assistance as part of a work team • Organises and/or provides training to employees in conjunction with supervisors and trainers • Understands and implements quality control techniques • Works under limited supervision either individually or in a team environment • Operates lifting equipment incidental to their work (if licenced) • Performs non-trade tasks incidental to their work 	<p>A Maintenance Technician who typically has 3 years of experience as a tradesperson working on industrial electro mechanical systems.</p>

8 Competency

The competency model supports and underpins the Classification Matrix.

Food/Animal Feed Fundamentals	Technical Competencies	Cross-Industry Competencies	Work Area Competencies	Individual Competencies
<ul style="list-style-type: none"> • Safety including risk assessments, hazard identification and BBS walks • Food Safety at Work • Producing Quality SunRice Products • Participate in Continuous/Process Improvement • Process Control Principles • Understanding Rice (Science and Application) • Understanding Animal Feeds (Science, Additives and Application) • Audit and improve SunRice Food Safety & Quality programs 	<ul style="list-style-type: none"> • Analytics and Reporting • Implement Routine Maintenance • Understand and Implement Preventative Maintenance • Replacement & repair of parts • Fault Finding • Digital Skills: Artificial Intelligence/Robotics/Automation • Specialised SunRice Equipment • BobCat Competency • Fogger Operation • Operate a Paddy Rice Preparation Process • Operate a Rice Grading Process (or any 2 Rice Milling Units) 	<ul style="list-style-type: none"> • Lock out and Tag Out (LOTO) Routine Awareness • GMP/ Master Cleaning/Fundamentals • Digital Skills (Basics) • Business Results Focus • Apply 5S procedures in a manufacturing environment (MSACMT240A) • Root Cause Analysis • Ingredient and Materials Accountability/Stocktake • Finished Product and Pallet Presentation Standards Awareness • Lead (with a mentor) a process improvement process • Coaching and mentoring (Inside Out) • Digital Skills (Advanced Concepts) • Boiler Operation • Confined Space • High Risk Work Licence (PMP-Fork) 	<ul style="list-style-type: none"> • Incident Entry and Investigation • NCR Entry and Investigation • Chemical Awareness • Digital Applications (Microsoft suite) • Using SAP • Inventory Governance • Vendor Management • SunRice Foundations - Milling • Chain of Responsibility • MRP 	<ul style="list-style-type: none"> • SunRice Business Foundations (Strategy, Vision, Structure & Subs) • Individual Accountability and Ownership (SunRice Behaviours and Values) • Communicating with Purpose • High Performing Teams • Conflict Management and Resolution • Operate in a self-directed team (MEM16013)

Food/Animal Feed Fundamentals	Technical Competencies	Cross-Industry Competencies	Work Area Competencies	Individual Competencies
	<ul style="list-style-type: none"> • Operate a System Brown & White Mill • Operate a Colour Sorting Process • Packing Fundamentals • Pneumatics • Hydraulics 	<ul style="list-style-type: none"> • Heavy Vehicle Licence (HC) • Authorised Persons (Retort) • FeedSafe Training (CopRice) • Manage Absenteeism • Implement and support RTW for injured employees • Performance management and counselling • Production or Line Leadership/Co-ordination • Certificate IV in Frontline Management • Certificate IV in Competitive Manufacturing • Certificate IV in Food Processing • Certificate IV in Transport and Logistics • Certificate in Robotics, Mechatronics or Automation • Authorised Officer (AQIS) 		