



Bega Salisbury Reliability Enterprise Agreement 2024

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PART 1 – APPLICATION AND OPERATION

1. Definitions and Interpretation

1.1 In this Agreement:

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

Agreement means this enterprise agreement with the title set out in clause 2 and includes all Appendices.

Annualised Salary has the meaning set out in clause 25.

Award means the *Manufacturing and Associated Industries and Occupations Award 2020* as varied from time to time and any successor or replacement.

Company means BDD Milk Pty Ltd (A.C.N. 051 195 272) and is the employer for the purposes of Chapter 2, Part 2–4 of the Act.

Delegate has the same meaning set out in clause 34.1.

FFPP means first full pay period.

FWC means the Fair Work Commission or any successor body that is conferred with the same or similar functions.

Immediate Family means:

- (a) a spouse, child, parent, grandparent, grandchild or sibling of the Team Member;
- (b) a child, parent, grandparent, grandchild or sibling of a spouse of the Team Member; or
- (c) a member of the Team Member's household.

NES means the National Employment Standards set out in Part 2–2 of the Act.

Parties means the parties covered by this Agreement as set out in clause 3.

Public Holiday has the same meaning set out in section 115 of the Act.

Site means the Company's premises and operations located at 167 Cross Keys Road Salisbury South, South Australia, 5106.

Team Member means an individual:

- (a) who is an employee of the Company;
- (b) whose employment is located at the Site;
- (c) who is engaged to perform work in one of the classifications set out in **Appendix 1**.

Union means *Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union* also known as *Australian Manufacturing Workers' Union* or AMWU (A.B.N. 59 459 725 116).

1.2 Interpretation of this Agreement

- (a) A reference to:
 - (i) any legislation includes all delegated legislation made under it and amendments, consolidations, replacements or re-enactments of any of them;
 - (ii) an Appendix is a reference to an Appendix of this Agreement; and
 - (iii) a clause is a reference to the entire clause specified inclusive of any sub-clauses.
- (b) The singular includes the plural and vice versa.

2. Title

The title of this Agreement is *Bega Salisbury Reliability Enterprise Agreement 2024*.

3. Coverage of this Agreement

This Agreement covers:

- (a) the Company;
- (b) the Team Members; and
- (c) the Union provided written notice is given under section 183(1) of the Act and the FWC notes in its decision to approve this Agreement that this Agreement covers the Union.

4. Period of Operation

This Agreement will come into operation 7 days after it is approved by the FWC and has a nominal expiry date of 30 September 2027.

5. Relationship to Award and NES

- 5.1 This Agreement will be read and interpreted in conjunction with the NES provided that where there is any inconsistency between this Agreement and the NES, the more beneficial provision to the Team Member will apply.
- 5.2 This Agreement will be read and interpreted in conjunction with the Award which is incorporated into this Agreement. Where there is any inconsistency between the terms of this Agreement and the Award, this Agreement will prevail to the extent of that inconsistency.

PART 2 – MANDATORY TERMS

6. Flexibility Term

- 6.1 The Company and a Team Member may agree to make an individual flexibility arrangement (**IFA**) to vary the effect of terms of this Agreement if:
- (a) the IFA deals with one or more of the following matters:
 - (i) arrangements for when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
 - (b) the IFA meets the genuine needs of the Company and the Team Member in relation to one or more of the matters referred to in clause 6.1(b); and
 - (c) the IFA is genuinely agreed to by the Company and the Team Member.
- 6.2 The Company must ensure that the terms of the IFA:
- (a) are about permitted matters under section 172 of the Act; and
 - (b) are not unlawful terms under section 194 of the Act; and
 - (c) result in the Team Member being better off overall than the Team Member would be if no IFA was made.
- 6.3 The Company must ensure that the IFA:
- (a) is in writing;
 - (b) includes the name of parties to the IFA;
 - (c) is signed by the parties to the IFA and, if the Team Member is under 18 years of age, signed by a parent or guardian of the Team Member; and
 - (d) includes details of:
 - (i) the terms of this Agreement that will be varied by the IFA;
 - (ii) how the IFA will vary the effect of the terms;
 - (iii) how the Team Member will be better off overall in relation to the terms and conditions of his or her employment as a result of the IFA; and
 - (e) states the date on which the IFA commences.
- 6.4 The Company must give the Team Member a copy of the IFA within 14 days after it is agreed to and keep the IFA as a time and wages record.
- 6.5 If the Company seeks to enter into an IFA, it must provide a written proposal to the Team Member. Where the Team Member's understanding of written English is limited, the Company must take measures, including translation into an appropriate language, to ensure the Team Member understands the proposal.
- 6.6 The Company or the Team Member may terminate the IFA:
- (a) by giving no more than 28 days' written notice to the other party; or
 - (b) if the Company or Team Member agree in writing – at any time.

7. Consultation Term

7.1 In clause 7:

- (a) **Relevant Team Members** means the Team Members who may be affected by a change referred to in clause 7.4 or 7.8, as the case may be.
- (b) **Likely to Have a Significant Effect** means a major change that results in:
 - (i) termination of employment;
 - (ii) major changes in the composition, operation or size of the Company's workforce located at the Site or in the skills required;
 - (iii) the elimination or diminution of job opportunities, promotion opportunities or job tenure;
 - (iv) the alteration of hours of work;
 - (v) the need for retraining or transfer of Team Members to other work or locations; or
 - (vi) the restructuring of jobs.

7.2 The Relevant Team Members may appoint a representative for the purposes of the procedures set out in clauses 7.4 to 7.10. If the Relevant Team Members appoint a representative, and the Relevant Team Members advise the Company of the identity of the representative, the Company will recognise the representative.

7.3 The Company is not required to disclose confidential or commercially sensitive information to the Relevant Team Members or their representatives.

Major change

7.4 If the Company has made a definite decision to introduce major change in production, program, organisation, structure or technology that is Likely to Have a Significant Effects on Relevant Team Members, the Company must:

- (a) notify the Relevant Team Members and their representatives;
- (b) clauses 7.5 to 7.7 will apply.

7.5 As soon as practical after making its decision, the Company must:

- (a) discuss with the Relevant Team Members and their representatives:
 - (i) the introduction of the change;
 - (ii) the effect the change is likely to have on the Relevant Team Members; and
 - (iii) measures to avert or mitigate the adverse effects of the change on the Relevant Team Members; and
- (b) for the purposes of the discussion provide, in writing, to the Relevant Team Members and their representatives:
 - (i) all relevant information about the change including the nature of the change proposed;
 - (ii) information about the expected effects of the change on the Relevant Team Members; and
 - (iii) any other matters likely to affect the Relevant Team Members.

7.6 The Company will give prompt and genuine consideration to matters raised about the change by the Relevant Team Members and/or their representatives.

7.7 If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Company, the requirements set out in clauses 7.4 to 7.6 are taken not to apply.

Change to regular roster or ordinary hours of work

- 7.8 If the Company proposes to introduce a change to the regular roster or ordinary hours of work of Team Members, the Company must:
- (a) notify the Relevant Team Members and their representatives of the proposed change; and
 - (b) clauses 7.9 to 7.10 apply.
- 7.9 As soon as practicable after proposing to introduce the change, the Company must:
- (a) discuss with the Relevant Team Members and any representatives the introduction of the change; and
 - (b) for the purposes of the discussion – provide to the Relevant Team Members and any representatives:
 - (i) all relevant information about the change including the nature of the change; and
 - (ii) information about what the Company reasonably believes will be the effects of the change on the Relevant Team Members; and
 - (iii) information about any other matters that the Company reasonably believes are likely to affect the Relevant Team Members; and
 - (c) invite the Relevant Team Members to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 7.10 The Company must give prompt and genuine consideration to matters raised about the change by the Relevant Team Members.

8. Dispute Settlement Term

Application

- 8.1 If a dispute relates to:
- (a) a matter arising under this Agreement; or
 - (b) the NES,
- clause 8 sets out the procedures to settle the dispute.

Dispute settlement procedure

- 8.2 A Team Member who is a party to the dispute may appoint a representative for the purposes of the procedures in clause 8.
- 8.3 In the first instance, the parties to the dispute must attempt to resolve the matter at the workplace level by discussions between the Team Member or Team Members concerned and the relevant Team Leader.
- 8.4 If the discussions in clause 8.3 do not resolve the dispute, the parties to the dispute will attempt to resolve the dispute in a timely manner by discussions between the Team Member or Team Members concerned and more senior levels of management.
- 8.5 If the discussions in clause 8.4 do not resolve the dispute, a party to the dispute may refer the matter to the FWC.

- 8.6 The FWC may deal with the dispute in 2 stages:
- (a) the FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - (b) if the FWC is unable to resolve the dispute at the first stage, it may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties to the dispute.
- 8.7 A decision that the FWC makes when arbitrating a dispute is a decision for the purpose of Division 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.
- 8.8 The Company or Team Member may appoint another person (which may be a lawyer as defined by the Act), organisation or association to accompany and/or represent them in any proceedings before the FWC under clause 8.
- 8.9 Whilst the parties to the dispute are trying to resolve using the procedures in clause 8:
- (a) the Team Member must continue to perform his or her work as he or she normally would unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
 - (b) the Team Member must comply with a direction given by the Company to perform other available work at the Site, or at another workplace, unless:
 - (i) the work is not safe; or
 - (ii) applicable work health and safety legislation would not permit the work to be performed; or
 - (iii) the work is not appropriate for the Team Member to perform; or
 - (iv) there are other reasonable grounds for the Team Member to refuse to comply with the direction.

PART 3 – NES MATTERS

9. Hours of Work

- 9.1 Team Members are required to provide maintenance cover whenever the Site is operating and are paid an Annualised Salary, which compensates them for an average of 38 ordinary hours over the 12-month period as well as the additional hours required to provide maintenance cover to the Site.
- 9.2 Hours of work are arranged based on a roster pattern including different shift cycles. The roster pattern and/or shift cycles may be varied from time to time by the Company based on the maintenance cover required, following consultation with Team Members, and may include any arrangement hours contemplated by the Award. The roster pattern may also include reasonable additional hours.
- 9.3 The regulation of work, including attendance, is managed by agreement between Team Members and management.

Additional shifts

- 9.4 For the purposes of the following provisions **additional shift** means a shift of any length that is required to be:
- (a) worked in addition to the roster pattern in place on an ad hoc basis; or
 - (b) covered due to the absence of a Team Member who was rostered to perform the shift,
- but does not include any additional hours required to be worked by a Team Member prior to or after their rostered shift.
- 9.5 The Company may offer an additional shift to any Team Member who is not already rostered to work at that time, provided that:
- (a) only one additional shift may be offered per week to each Team Member; and
 - (b) the Team Member who is offered an additional shift would not exceed an average of 6 working days per week over the period of the roster pattern in place at that time by working the additional shift.
- 9.6 A Team Member may accept the offer to work an additional shift at their discretion.
- 9.7 If a Team Member works an additional shift, they will be entitled to a payment for each hour worked on the additional shift and paid meal breaks under clause 28.1 based on the rates set out in **Appendix 4**.
- 9.8 The payment under clause 9.7 is in addition to the Annualised Salary.

10. Requests for Flexible Working Arrangements

Team Members are entitled to make requests for flexible working arrangements under the NES.

11. Changes to Casual Employment Status

Team Member choice about casual employment and offers and requests for casual conversion to permanent employment will be made in accordance with the NES.

12. Parental Leave

- 12.1 Team Members are entitled to parental leave under the NES, legislation and Company policy. The most beneficial arrangements will apply.
- 12.2 Any Company policy on parental leave does not form part of this Agreement and may be varied by the Company from time to time.

13. Annual Leave

Entitlement and accrual

- 13.1 For each year of service with the Company (other than periods of casual employment with the Company), a Team Member is entitled to:
- (a) 4 weeks of paid annual leave if the Team Member's substantive role is classified as a Maintenance Administrator or Site Services Support under **Appendix 1**; or
 - (b) 5 weeks of paid annual leave if a Team Member's substantive role is classified as a Mechanical Technician or Electrical Technician under **Appendix 1**.
- 13.2 The Company may convert the annual leave entitlement into an hourly entitlement for administrative ease (ie: 152 hours for a full-time Team Member entitled to 4 weeks of annual leave and 190 hours for a full-time Team Member entitled to 5 weeks of annual leave).
- 13.3 Annual leave accrues progressively during a year of continuous service (other than periods of casual employment with the Company) according to the Team Member's ordinary hours of work and accumulates from year to year.
- 13.4 Subject to clause 13.5, for the purpose of the additional week of annual leave provided for in section 87(1)(b) of the Act, a shiftworker is a 7-day shiftworker who is regularly rostered to work on Sundays and Public Holidays.
- 13.5 If a Team Member has an entitlement to 5 weeks of annual leave under clause 13.1(b), they will not have an entitlement to the additional week of annual leave under clause 13.4.

Taking annual leave

- 13.6 Annual leave will be taken:
- (a) at a time mutually agreed between the Team Member and the Company; and
 - (b) unless otherwise approved, within one year of the leave accruing.
- 13.7 When annual leave is taken, a Team Member's accrued balance of annual leave is reduced by the actual number of ordinary hours they would have worked had they not taken the leave.
- 13.8 Where a Team Member has accrued annual leave in excess of 8 weeks:
- (a) the Company may direct the Team Member to take an amount of annual leave up to or equal to 25% of their total annual leave entitlement; or
 - (b) the Team Member may request that the Company cash out up to or equal to 25% of their total annual leave entitlement. If the Team Member so chooses, their leave balance will be reduced accordingly.

Payment for taking annual leave

- 13.9 During a period of leave, Team Members will be paid their Annualised Salary plus an annual leave loading of 17.5% of their Annualised Salary.

Annual close down

- 13.10 The Company may close down an enterprise or part of it for the purpose of allowing annual leave to all or the majority of the Team Members in the enterprise or part concerned, provided that it gives not less than 8 weeks' notice.
- 13.11 The Company may direct Team Members to take annual leave during any shut down which affects the part of the business in which the Team Member's work.
- 13.12 To the extent that Team Members do not have sufficient accrued annual leave, the Company may require them to take unpaid leave, accrued long service leave, or, at the Company's discretion, annual leave in advance of its accrual.

14. Personal / Carers Leave

Entitlement and accrual

- 14.1 For each year of service with the Company (other than periods of casual employment with the Company), a full-time Team Member is entitled to 76 hours of personal / carer's leave.
- 14.2 A Team Member's entitlement to paid personal / carer's leave accrues according to the Team Member's ordinary hours of work (eg: 2.923 hours per fortnight for a full-time Team Member) during a year of service, other than periods of casual employment with the Company, and accumulates from year to year.
- 14.3 Part-time Team Members are entitled to personal / carer's leave on a pro-rata basis for ordinary hours of work.
- 14.4 Team Members are not entitled to personal / carer's leave for any period in respect of which they are entitled to workers' compensation.
- 14.5 If a Team Member has exhausted their paid personal / carer's leave, they may request, and the Company may grant in their discretion, other forms of leave.

Taking personal / carer's leave

- 14.6 A Team Member (other than a casual Team Member) may take paid personal / carer's leave if the leave is taken:
- (a) because the Team Member is not fit for work because of a personal illness, or personal injury, affecting the Team Member; or
 - (b) to provide care or support to a member of the Team Members' Immediate Family who requires care or support because of:
 - (i) a personal illness, or personal injury, affecting the member; or
 - (ii) an unexpected emergency affecting the member.

Unpaid carer's leave

- 14.7 A Team Member, including a casual Team Member, is entitled to 2 days of unpaid carer's leave for each occasion when a member of the Team Member's Immediate Family requires care or support because of:
- (a) a personal illness, or personal injury, affecting the member; or
 - (b) an unexpected emergency affecting the member.
- 14.8 A Team Member may take unpaid carer's leave as:
- (a) a single continuous period of up to 2 days; or
 - (b) any separate periods to which the Team Member and the Company agree.

Notice and evidence requirements

- 14.9 A Team Member who takes leave for a reason set out in clause 14.6 or 14.7 must:
- (a) give notice to the Company as soon as practicable, preferably before their scheduled start time, and must advise the Company of the period, or expected period, of the leave; and
 - (b) unless clause 14.10 applies, give the Company a medical certificate, or other satisfactory evidence, such as a statutory declaration that satisfies the Company that the leave is taken for a reason set out in clause 14.6 or 14.7.

- 14.10 A Team Member is entitled to take personal / carer's leave without giving the Company a medical certificate or statutory declaration for absences of one day's duration or less limited to 10 separate occasions each calendar year.
- 14.11 A Team Member is not entitled to take personal / carer's leave if they do not comply with clause 14.9.

15. Compassionate Leave

- 15.1 Team Members are entitled to compassionate leave in accordance with the NES.
- 15.2 In addition to the NES, Team Members are entitled to an additional day of compassionate leave for each permissible occasion (capped at 3 days for each permissible occasion).
- 15.3 Casual Team Members are entitled to unpaid compassionate leave under the NES.

16. Family and Domestic Violence Leave

Team Members are entitled to family and domestic violence leave in accordance with the NES.

17. Community Service Leave

- 17.1 Team Members are entitled to community service leave in accordance with the NES.
- 17.2 A Team Member who is a member of a voluntary emergency relief organisation including but not limited to CFS, Red Cross, State Emergency Service and St John, will be entitled to be absent from work if called upon by the government or a relevant authority under the State Disaster Plan to assist in firefighting or other forms of emergency assistance. In this case, a Team Member is entitled to paid community services leave at their Annualised Salary for the duration of time the Team Member engages in such activity.

Jury service

- 17.3 Full-time and part-time Team Members required to attend for jury service during ordinary hours will be reimbursed by the Company an amount equal to the difference between the amount paid in respect of his/her attendance for such jury service and the amount of wage he/she would have received in respect of the ordinary hours he/she would have worked had he/she not been on jury service.

Blood Donors Leave

- 17.4 Team Members are entitled to take leave to give blood up to a maximum of 2 hours for no more than 4 occasions per year. This leave must be paid pro-rata of the Annualised Salary.

18. Long Service Leave

- 18.1 Team Members are entitled to long service leave under in accordance with relevant State legislation. This Agreement does not incorporate the provisions of that legislation.
- 18.2 Subject to clause 18.3, a Team Member who resigns, or whose employment is terminated after 7 years of service (but less than 10 years) is entitled to a pro-rata payment equal to 1.3 weeks' long service leave for each completed year of service.
- 18.3 Team Members are not entitled to a pro-rata payment under clause 18.2 if they are dismissed for serious and wilful misconduct or they have unlawfully terminated their employment contract.

19. Public Holidays

- 19.1 Team Members are entitled to Public Holidays in accordance with the NES.

- 19.2 Where a Team Member works on a Public Holiday, the Team Member will be entitled to a day off in lieu. The day off is to be taken at a mutually agreed time.

20. Compulsory Superannuation Contributions

- 20.1 The Company must make compulsory employer superannuation contributions into a complying fund in accordance with applicable superannuation legislation.
- 20.2 New Team Members may nominate a complying fund into which their superannuation contributions will be made by completing a Standard Choice Form and returning it to the Payroll Department prior to commencement of employment. Forms received after commencement will be processed within the next full pay period following receipt of a correctly completed Standard Choice Form. If a new Team Member does not elect a fund, contributions will be made on their behalf to their stapled superannuation fund as notified to the Company by the ATO in accordance with the applicable legislation (**Stapled Fund**) if they have one. If a new Team Member does not have a Stapled Fund, contributions will be made on their behalf to *AustralianSuper*.
- 20.3 Subject to applicable federal legislation, the Team Member may choose to make additional voluntary contributions to their superannuation fund on either a post-tax or salary sacrifice basis.

21. Notice of Termination

Termination by the Company

- 21.1 If the Company wishes to terminate the employment of a Team Member, it must give the Team Member no less than the following period of notice:

Period of Continuous Employment	Period of Notice
Not more than one year	One week
One year or more but less than 3 years	2 weeks
3 years or more but less than 5 years	3 weeks
5 years and over	4 weeks

- 21.2 In addition to the notice in clause 21.1, Team Members are entitled to an additional weeks' notice if they are over 45 years of age and have completed at least 2 years' continuous service.
- 21.3 If all or part of the relevant period of notice is not provided by the Company, the Team Member is entitled to payment in lieu of notice for the relevant notice period or part thereof not provided by the Company.
- 21.4 The period of notice (or payment in lieu) to be given by the Company in clause 21.1 and 21.2 does not apply in the case of:
- (a) dismissal for serious misconduct, including but not limited to theft, fraud, assault, and refusal to carry out a lawful and reasonable instruction that is consistent with the Team Member's contract of employment;
 - (b) Team Members engaged for a specific period of time and/or for a specific task or tasks (limited tenure); or
 - (c) casual Team Members.

Notice of termination by Team Members (resignation)

- 21.5 The notice of termination required to be given by the Team Member is the same as that required of the Company except there is no requirement for the Team Member to give additional notice based on the age of the Team Member concerned.
- 21.6 Subject to legislation, if the Team Member fails to give notice, or to work out the full period of notice, the Company has the right to withhold monies due to the Team Member under this Agreement to a maximum amount equal to the Annualised Salary for the period of notice required.
- 21.7 At the Team Member's request, and the Company's discretion, the Company may waive part or all of the period of notice required by the Team Member and the Team Member will be paid to the date of termination only.

Job search entitlement

- 21.8 Where the Company has given notice of termination to the Team Member, the Team Member is entitled to up to the equivalent of one days' time off without loss of pay for the purpose of seeking other employment.
- 21.9 The time off is to be taken at times that are convenient to the Team Member after consultation with the Company.

22. Redundancy

Overview

- 22.1 This clause applies to all full time and part time permanent Team Members covered by this Agreement. It does not apply to casual Team Members, Team Members engaged for a fixed-term or fixed task, Team Members whose employment is terminated for reasons other than redundancy or when a transfer of employment occurs under the transfer of business provisions of the Act.
- 22.2 A redundancy occurs in the circumstances defined in the NES, that is, when the Team Member's employment is terminated at the Company's initiative because the Company no longer requires the job done by the Team Member to be done by anyone, except where this is due to the ordinary and customary turnover of labour, or because of insolvency or bankruptcy of the Company.
- 22.3 Where the Company has made a definite decision to declare positions redundant, as soon as practicable after making the decision the Company will consult with affected Team Members about the redundancies and the reasons for them.
- 22.4 A retrenched Team Member will receive the benefits under clauses 22.16 to 22.28 if they remain employed until the date of the termination advised by the Company and if their employment does not terminate on or prior to the advised termination date due to misconduct, abandonment of employment, retirement, prolonged absenteeism, neglect or refusal of duty or voluntary resignation by the Team Member for any reason.

Selection guidelines

- 22.5 Where it is necessary to implement redundancies under clause 22.2, the following process applies:
- (a) the Company may call for expressions of interest for voluntary retrenchments amongst Team Members affected;
 - (b) the Company will review any expressions of interest received and consider whether it will offer voluntary retrenchment. Whilst this will provide an avenue for Team Members to volunteer, there is no automatic right to retrenchment;

- (c) in reviewing expressions of interest for voluntary retrenchment, the Company will consider circumstances where the Team Member can demonstrate genuine hardship associated with being redeployed or relocated;
- (d) applications will be assessed against a published set of criteria to ensure appropriate levels of operational skills are retained. In reviewing the applications, the Company reserves the right to retain a requisite level of operational skills amongst its Team Members. The Company reserves the right to reject applications for voluntary retrenchment;
- (e) the Company may select Team Members to be retrenched if there are insufficient volunteers for retrenchment; and
- (f) reduction to the number of Team Members will initially be achieved through:
 - (i) natural attrition; or
 - (ii) relocation.

Transfer and reclassification

- 22.6 Where an alternative position exists within the Company which is within the same field of work and at the same or higher rate of pay and similar conditions of employment, the positions will be offered to relevant Team Members who have not indicated a preference in separating from the Company.
- 22.7 Where an alternative position exists within the Company for which no Team Member of similar skills applies, the Company will offer employment to Team Members within the same field of work and provide the necessary training to enable the work to be undertaken in a safe manner.
- 22.8 Where the Team Member elects to transfer into the alternative position, the option of retrenchment will remain open for a period of 3 months, provided that the Company will be deemed to have met all commitments in respect to notification and consultation under clause 7.
- 22.9 Team Members, who are redeployed as a result of job transfer and/or relocation into a position of lower pay, will retain their level of pay for their previous position. The retained rate of pay will continue until such time as either promotion or reclassification enables the new rate to exceed the retained rate.
- 22.10 Team Members who transfer onto a different shift cycle will be paid in accordance with the new shift roster upon commencement.
- 22.11 A Team Member who transfers into a higher paying position will receive the appropriate rate of pay for the new position upon commencement in the new position, assuming the Team Member is fully trained and holds the necessary skills and experience at the time of transfer.

Relocation

- 22.12 Where a Team Member accepts another position within the Company, relocation assistance will be provided up to a maximum cost to the Company of \$10,000. Where possible, the type of assistance will be personalised to maximise the advantage to the Team Member.
- 22.13 Team Members must be given a 3 month trial period in which to decide if their new position is suitable.
- 22.14 The trial period for any Team Member will start on the day that the Team Member commences duty in:
 - (a) the new job in which the Team Member is redeployed; or
 - (b) the new job of a lower wage/skill level in which the Team Member is placed; or

- (c) the first of any mutually agreed jobs into which the Team Member is placed for retraining; or
- (d) the new job to which the Team Member relocates.

22.15 If, after 3 months, the Team Member does not believe the new position is satisfactory, he/she will be eligible to apply for voluntary redundancy. Where this situation arises, the Union will be consulted.

Benefits

22.16 In clause 22.17, "**Weeks' Pay**" means 1/52nd of the Annualised Salary for the Team Member.

22.17 A Team Member whose employment is terminated for redundancy under clause 22.2 will be entitled to:

- (a) in lieu of clauses 21.1 and 21.2, the Company must give Team Members 10 weeks' notice or payment in lieu and on these terms:
 - (i) the Team Member may elect not to serve out all or any of the final 4 weeks of the notice period in which case the Company will make payment in lieu of the unserved period of notice and recognise service based entitlements for the unserved period of notice (eg: long service leave). The Team Member must make this election at the time of being notified that their employment will end by reason of redundancy; and
 - (ii) if Team Members do not make an election under clause 22.17(i), the Company reserves the right to determine whether the notice period is worked out in whole or in part. If in part, clause 21.3 will apply; plus
- (b) a severance payment of:
 - (i) 4 Weeks' Pay for each completed year of continuous service capped at 104 Weeks' Pay; and
 - (ii) for Team Members over 45 years of age, an additional one Weeks' Pay; and
 - (iii) for Team Members with 20 or more years of service, an additional one Weeks' Pay; and
- (c) payment of pro-rata long service leave provided the Team Member has 3 or more years of continuous service, based on completed months of service; plus
- (d) payment for accrued but untaken annual leave and annual leave loading calculated on a pro-rata basis; plus
- (e) a written statement of service containing details of service and reason for termination of employment; plus
- (f) payment equal to 60% of a Team Member's accrued but untaken personal / carer's leave; plus
- (g) superannuation entitlements under applicable legislation.

Training

22.18 During the period of notice under clause 22.17(a), the Company agrees to offer paid time off for training for all Team Members who are to be made redundant to enhance their skills.

22.19 This training is to be done in conjunction with government training and/or labour market adjustment schemes, where possible, to give the Team Member the best chance to gain alternative employment.

22.20 The Company will arrange for representatives of any government departments to provide on-site seminars and a follow-up service for Team Members participating in the training programme.

Alternative employment

- 22.21 During the period of notice under clause 22.17(a), Team Members will be provided with reasonable paid time off for the purpose of attending interviews or other legitimate job search activities.
- 22.22 In addition, the Company will provide all reasonable advice, guidance and assistance to Team Members facing retrenchment to ensure they are able to maximise opportunities available to them. Counselling on job search techniques and interview skills will also be provided.
- 22.23 A Statement of Service must be provided to each Team Member prior to the day of termination stating the Team Member's length of service, most recent position in the Company and reason for termination.

Financial planning services

- 22.24 The Company recognises that superannuation payments are governed by complex legislation. In addition to written information provided to Team Members on taxation, preservation and rollovers the Company will arrange for a series of Financial Planning Seminars to be conducted by financial consultants.
- 22.25 Attendance at these seminars is voluntary and at no cost to Team Members.
- 22.26 Apart from covering the subjects listed above in more detail, the financial counsellors will also assist Team Members with the necessary paperwork if they wish to roll over their benefits.

Payment practices

- 22.27 With the exception of superannuation payments, Team Members whose positions have become redundant will receive all termination payments by way of EFT payment on the next pay day after their last day of employment or the off cycle pay run whichever is earlier.

Employment opportunities

- 22.28 The Team Member whose position is made redundant and seeks to return, will be entitled to re-apply for vacant positions for which they fit the selection criteria, provided such re-application conforms with relevant legislation.

23. Transfer of Business

- 23.1 Clause 22 will not apply if a Team Member is transferred from the Company (in this clause called the **old employer**) to another employer (in this clause called the **new employer**), in any of the following circumstances:
- (a) where the Team Member is employed by the new employer and the new employer recognises the period of continuous service which the Team Member had with the old employer (and any prior transferor); or
 - (b) where the Team Member rejects an offer of employment with the new employer:
 - (i) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the Team Member at the time of ceasing employment with the transferor; and
 - (ii) the new employer would have recognised the period of continuous service which the Team Member had with the old employer and any prior transferor.
- 23.2 In this clause, **transferred** has the same meaning as a "transfer of employment" under the Act.

PART 4 – CLASSIFICATIONS AND WAGES

24. Classifications

The classifications under this Agreement are set out in **Appendix 1**.

25. Annualised Salary

- 25.1 The Company will pay Team Members no less than the Annualised Salary set out in **Appendix 4**.
- 25.2 The Annualised Salary is not based around an hourly rate compensation system, but rather it is a remuneration package that guarantees a level of income given an average 38 hours rostered full time salary arrangement (refer to **Appendix 3** for explanation). It includes the additional hours required to provide maintenance cover to the Site.
- 25.3 Except as provided for under clause 9.7 (payment for an additional shift), the Annualised Salary is inclusive of all amounts that may have been otherwise applicable under this Agreement or the Award, including overtime, shift penalties and all allowances.

26. Payment of Wages

- 26.1 Subject to clause 26.2, wages will be paid fortnightly on Thursdays. Payment of wages is to be made by electronic funds transfer into an account at a financial institution nominated by the Team Member.
- 26.2 If a Public Holiday falls on or between the end of a pay period and the due date for payment (**Period**), a Team Member's wages will be paid after the due date for payment. The number of Public Holidays in the Period will determine how many days after the due date that a Team Member will receive their wages. For example, if two Public Holidays fall in the Period, a Team Member's wages will be paid 2 days after the due date for payment.
- 26.3 If the Company incorrectly makes an overpayment of remuneration (ie: wages, overtime, penalties or allowances as contained in this Agreement) the Company will have the right to recover such an overpayment by a deduction of wages. This will be done in consultation with the Team Member.

27. Flexible Salary Packaging

Team Members may avail themselves of novated lease arrangements in accordance with Company policy. Any such policy does not form part of this Agreement and may be varied by the Company from time to time.

28. Meal Breaks

- 28.1 Meal breaks for Team Members classified as Mechanical or Electrical Technicians under **Appendix 1** are paid and for 45 minutes duration per shift, with the expectation that these Team Members will be available to attend to breakdowns, should they occur during meal break.
- 28.2 Meal breaks for Team Members classified as Site Services Support under **Appendix 1** are unpaid and for 30 minutes in duration per shift.

29. Licence to Perform High Risk Work

- 29.1 Team members may claim reimbursement for fees for obtaining and maintaining a Licence to Perform High Risk Work. Reimbursement claims must be made within 4 weeks of payment of the license to the relevant authority.

29.2 Reimbursement will only be paid to Team Members:

- (a) who can demonstrate competency as and when required by the Company (which may involve the performance of a disconnect/reconnect test or similar); and
- (b) keep electronic certificate of compliance (eCoC) up to date and file the hard copies in the Company's maintenance office.

30. White Milk Allowance

Each Team Member will be entitled to a maximum of 2 litres of white milk for each shift worked.

PART 5 – COMPANY AND TEAM MEMBER RELATIONSHIP

31. Performance Measures

- 31.1 Management and Team Members that form part of the engineering team will meet regularly to review performance measures and to review staffing levels. These performance measures will be based around objectives set at the beginning of the review period.
- 31.2 The Company's performance review system used by the Company will be used as a basis for setting both individual and team objectives and assessing performance. Individual training plans will be established within this process.

32. Site Communications

- 32.1 The Company will arrange for tiered meetings / shift handover meetings to be held daily (unless it is not practical for operational or other reasons). At these meetings, any issues can be raised and escalated and a visual management board will be used for actions and communications.
- 32.2 The Company may also arrange team meetings whenever appropriate to discuss key issues. All decisions at these meetings will be made by consensus unless the Agreement states otherwise or it is not practical to do so.
- 32.3 The Company will provide regular Site updates whenever practical.
- 32.4 The Company will distribute Site memorandums and other communications by email or cascading the communications through the tiered meeting structure.

33. Salary Continuance

Team Members may be eligible for salary continuance under the terms set out in **Appendix 2**.

PART 6 – COMPANY AND UNION RELATIONSHIP

34. Workplace Delegates

- 34.1 A workplace delegate is a person appointed or elected, in accordance with the rules of the Union or any other registered employee organisation (**REO**), to be a delegate or representative for members of the Union / REO who are covered by this Agreement (**Delegate**).
- 34.2 The provisions regarding the exercise of the rights of Delegates are set out in the Award.
- 34.3 Before exercising entitlements under this clause, a Delegate must give the Company written notice of their appointment or election as a Delegate. If requested, the Delegate must provide the Company with evidence that would satisfy a reasonable person of their appointment or election.
- 34.4 A Team Member who ceases to be a Delegate must give written notice to the Company within 14 days.
- 34.5 On all occasions, Delegates must request approval from their leader prior to leaving their duties.

35. Delegate Training

A Delegate who provides 4 weeks' written notice and details of the training to the Company, will be released on paid leave to attend relevant Union initiated training.

PART 7 – SIGNATORIES

The persons below sign this Agreement in accordance with Regulation 2.06A of the *Fair Work Regulations 2009*.

1. SIGNATURE OF THE COMPANY COVERED BY THIS AGREEMENT:

Full name: Mel Jackson Position: Site Leader

Signature:  Date: 13/12/24

Address: 167 Cross Keys Road Salisbury South, South Australia, 5106.

Explanation of authority to sign: section 126 of the Corporations Act.

2. SIGNATURE OF A TEAM MEMBER COVERED BY THIS AGREEMENT:

Full name: Craig Glasson Position: Electrical Technician

Signature:  Date: 13/12/24

Address: 167 Cross Keys Road Salisbury South, South Australia, 5106.

Explanation of authority to sign: a representative of the Team Members covered by this Agreement by reason of being typical of the class of Team Members covered by this Agreement.

3. SIGNATURE OF A BARGAINING REPRESENTATIVE COVERED BY THIS AGREEMENT:

Name of Employee Organisation: AUSTRALIAN MANUFACTURING WORKERS UNION

A.B.N.: 59 459 725 116

Address: 53-61 DALE STREET

Suburb: PORT ADELAIDE Postcode: 5015

Name of signatory: STUART GORDON Position: ALD STATE SECRETARY

Signature:  Date: 17/12/24

Explanation of authority to sign: an employee organisation that is a bargaining representative under section 176(1)(b) of the Act and rule 9D of the registered Rules of the *Australian Manufacturing Workers' Union*.

APPENDIX 1 – CLASSIFICATIONS

1. Mechanical Technician

A Mechanical Technician is a Team Member with a mechanical trade qualification whose primary role is to perform mechanical trade duties.

2. Electrical Technician

An Electrical Technician is a Team Member with an electrical trade qualification whose primary role is to perform electrical trade duties.

3. Maintenance Administrator

A Maintenance Administrator is a Team Member whose primary role is to provide administrative and site services support to the maintenance department.

4. Site Services Support

A Site Services Support is a Team Member with responsibilities for general Site maintenance.

APPENDIX 2 – SALARY CONTINUANCE

1. Eligibility for Salary Continuance

- 1.1 Subject to the provisions of this Appendix, permanent Team Members (ie: full-time or part-time Team Members) who have been employed by the Company for at least 3 months immediately prior may apply for long-term salary continuance in the event that they experience a long-term illness or injury.
- 1.2 Salary continuance will be granted (and, if applicable, maintained) at the discretion of the Company and will be considered, on an individual basis, taking into the factors of each case including (but not limited to):
 - (a) the seriousness of the injury or illness;
 - (b) the circumstances surrounding the injury or illness;
 - (c) approximate return to work date;
 - (d) medical prognosis/diagnosis; and
 - (e) the Team Member's co-operation with return-to-work programs.
- 1.3 Salary continuance will not be available for any injury or illness which is the subject of a worker's compensation claim.
- 1.4 The Team Member can only claim once for each illness/injury. Provided that, in the event that the Team Member participates in a return-to-work program, and subsequently needs to go back on salary continuance, this is considered one instance. In this instance, the total entitlement of all time off under salary continuance will be no greater than the amounts specified in this Appendix.
- 1.5 Team Members continue to accrue personal / carers' leave in accordance with clause 14 of this Agreement whilst they are receiving salary continuance payments. Personal / carers' leave remains subject to the provision of appropriate medical certificates and other conditions as specified in clause 14.
- 1.6 The Company reserves the right, at its sole discretion, to:
 - (a) reject a claim for salary continuance; or
 - (b) to cease providing salary continuance, at any time, on the provision of 2 weeks' notice.
- 1.7 A Team Member may raise a dispute under clause 8 (*Dispute Settlement Term*) regarding any decision by the Company under paragraph 1.6.

2. Application Process and Waiting Period

- 2.1 An application for salary continuance must be made in writing to the Site Leader or People and Capability Partner as soon after the injury or illness becomes known as is practicable. Applications may be rejected, or payment may not be backdated, where applications are not received as soon as possible.
- 2.2 A certificate from a medical practitioner must be attached to the application, specifying the reason for salary continuance, and the estimated period of illness or injury.
- 2.3 The Team Member will be notified in writing whether their application for salary continuance has been accepted.
- 2.4 There is a 10 working-day waiting period from the date an application is made before payments of salary continuance will commence. During this waiting period, the Team Member may utilise any personal leave that they have accrued.

3. Medical Treatment and Review

- 3.1 By applying for salary continuance, the Team Member agrees to give the Company the right to review their case with their treating medical practitioner(s) and specialist(s). This will be for purposes of discussing return to work plans, and rehabilitation plans and helping to determine / maintain the Team Member's salary continuance claim.
- 3.2 Team Members must sign an agreement allowing such discussions to occur at the time that the Team Member's application for salary continuance is made.
- 3.3 The Team Member also agrees to independent medical examinations, if and as required by the Company.
- 3.4 The Company reserves the right, at its sole discretion to reject a claim for salary continuance or cease a claim for salary continuance if the Team Member does not participate in reasonable return to work and rehabilitation plans, completed in conjunction with their treating medical practitioner.

4. Salary Continuance Payment

- 4.1 Once an application for salary continuance has been approved, and the 10 day waiting period has been served, the Team Member will receive 100% of their weekly rostered earnings for a period of up to 3 months unless the Company agrees in writing to extend this period.
- 4.2 If an extension of salary continuance beyond the first 3 months is approved, the Team Member will be eligible to receive 75% of their rostered earnings for a further period of up to 21 months.
- 4.3 The maintenance of any salary continuance period (whether up to, or beyond, 3 months) will be continually reviewed by the Company.
- 4.4 If the Team Member returns to work on a partial return to work plan after the initial 3 months, any actual time worked will be paid at 100%, with hours not worked continuing to be paid at 75%. For example – if a full-time Team Member returned to work on a 20 hours per week basis – they would receive 100% pay for the 20 hours worked, then the remaining 18 hours would be paid at the rate of 75%.
- 4.5 Payment is subject to the Company receiving ongoing medical evidence to support the condition, which may include independent medical advice.
- 4.6 Salary continuance will not exceed 2 years, or 24 months in any circumstances.

5. Expiry and Termination of Salary Continuance Period

- 5.1 If, after receiving salary continuance payments, it is considered that a return to work is not possible in the short-term, the Team Member will be invited to take their accumulated leave entitlements.
- 5.2 After all leave entitlements have been used, the Company will give the Team Member at least 2 weeks' notice of their leave being discontinued.
- 5.3 If it is no longer practicable for the Company to hold the Team Member's position open after they have exhausted all salary continuance and leave options, the Team Member will be notified in writing of the Company's intent to terminate the Team Member's employment, with notice. The People & Culture Director will only give approval for this course of action when it can be shown that the Company has acted in a fair and reasonable manner and every effort has been made to enable the Team Member to return to work.

6. Termination of Employment Whilst on Salary Continuance

The Company will be able to terminate the Team Member's employment during a period of salary continuance for ordinary reasons (such as misconduct or redundancy), subject to the provisions in this Agreement regarding termination of employment.

7. Summary of Responsibilities

Company	Team Members
Respond to application in a timely manner	File application ASAP
Ensure correct payment	Provide requisite medical evidence
Maintain dialogue as to decisions which may impact Team Member	Provide further medical evidence before end of initial 3-month period (eg: medical practitioner's report)
	Maintain ongoing conversations with Company (especially Leader) as to condition, prognosis etc.
	Provide current, ongoing medical certificates for whole period of salary continuance
	Assist in discussions between Company and Team Member's medical practitioner

APPENDIX 3 – SALARIED ARRANGEMENT (HISTORICAL REFERENCE)

1. Salisbury Engineering Services

Salaried Arrangement – Initial 1995 Proposal Explanation

- 1.1 Note: This document is for historical reference only and has no direct relationship to existing clauses of the Agreement.
- 1.2 With the view to understanding how the original salaried arrangement was reached, research undertaken has provided the following information:
- (a) Fitter's (C8 classification) average yearly earnings was calculated over a 3 year period, inclusive of all penalties and loadings: \$46,944*
- | | |
|------------------------|----------|
| 3% EBA increase added: | \$48,352 |
| 6% Contingency added: | \$51,253 |
- (b) The same exercise was conducted for other classifications, with base 3 yearly average* as above for the following:
- | | |
|-------------------------|----------|
| (i) Leading Hand Fitter | \$30,371 |
| (ii) Foreman | \$35,289 |
| (iii) Welder | \$28,253 |
| (iv) Engine Driver | \$26,257 |
| (v) Storeperson | \$23,958 |
- 1.3 In addition, a training matrix was established, which put a value on each skill achieved by each person. For example:
- | | |
|------------------------------------|-----------|
| (a) Programmable Controller module | = \$754 |
| (b) Use mainpac | = \$450 |
| (c) Basic welding | = \$1,075 |
| (d) Restricted Electrical B class | = \$1,075 |
- 1.4 These calculations reverted to the classification of "Mechanical Technician" and "Electrical Technician" during negotiations in 2007, at the salaried rates of \$84,619.34.
- 1.5 A "statement of principles" (extract from 1995 EBA) of the salaried arrangement was established as appendix one as per the following:
- 1 *"Traditional award systems pay employees on the basis of a fixed rate for 38 or 40 hours per week, with loading of 50% and 100% in addition to the base rate for all hours worked in excess of standard hours.*
- The pay system is therefore explicitly encouraging and awarding employees for spending more time at work, without taking into account more important performance criteria such as quality, service, process time, inventory cost, waste, unplanned maintenance and rates of improvement.*
- This situation is compounded in circumstances where a site starts to implement world-class manufacturing systems, and the outcome is that less overtime is required because work is carried out right first time, and TPM and TQM techniques start to eliminate unplanned events.*
- One solution to this problem is to eliminate the concept of fixed weekly hours, and to pay engineering staff a fixed annual salary that is calculated on the basis of historical*

ordinary and overtime hours, together with an allowance component that recognises acquired skills that are agreed requirements for the Mile End site.

The objective of this remuneration system is to reward engineering staff for their skills and for their involvement in improving site performance.

- 2 *The regulation of work, including attendance, is managed by agreement between engineering staff and management. This will include the requirement that there must be maintenance cover available whenever the site is operating. There will also be agreed performance measures introduced to determine the effectiveness of the maintenance services provided by the engineering staff. These will include the introduction of TPM, reduced down time by line/ process, reliability of utilities services, and continued training of operators in routine maintenance items such as lubrication, set up, and basic trouble shooting.*
- 3 *The engineering staff and management will meet not less than quarterly to review performance measures and to review staffing levels. In the event of significant change to the nature of the business, the engineering group will meet to discuss the issues. All decisions will be made by consensus, with recourse to the procedure contained in the Continuity of Operations clause if required.*
- 4 *The salary levels will be reviewed every 12 months, taking into account:*
 - *Site performance*
 - *Company performance*
 - *CPI*
 - *Community movements in wages and salaries*
- 5 *With respect to utilities employees (steam, cooling water, refrigeration, etc) the agreement is intended to facilitate the following outcomes:*
 - *Broadening of skills, with a particular emphasis on maintenance;*
 - *Reduction in the usage of chemicals;*
 - *Reduction in energy usage*
 - *Reductions in emissions; and;*
 - *Improved roster arrangements such that employees' hours on site are gradually reduced to a reasonable level"*

2. Summary of Overall Expectations of the Original Salaried Arrangement

- 2.1 Engineering services to be a self-managed team responsible for coverage whenever the site is operating.
- 2.2 A phone allowance of \$100 was included into the salary calculation with the expectation that team members can be contacted for call-ins when off site.
- 2.3 Rosters self-managed by the team.
- 2.4 Original salary calculation was based on a 40 hour week, plus overtime, plus penalties for Saturdays and Sundays, plus tea money, plus 1 extra week of annual leave (5 in total) with the expectation that reasonable overtime is worked and that breakdowns are attended to during meal breaks.

APPENDIX 4 – ANNUALISED SALARY AND ADDITIONAL SHIFTS

1. Definitions for Annualised Salary Rates

Term	Meaning
Classification	Refers to the classifications set out in Appendix 1
Current Rates	The Annualised Salary that applied to full-time Team Members as at 29 September 2024 under the <i>Bega Salisbury Reliability Enterprise Agreement 2021</i>
Year 1 Rates	The Annualised Salary that applies to full-time Team Members from the FFPP after the date of operation of this Agreement which is based on a 4.0% increase to the Current Rates
Year 2 Rates	The Annualised Salary that applies to full-time Team Members from the FFPP after 30 September 2025 which is based on a 4.0% increase to the Year 1 Rates
Year 3 Rates	The Annualised Salary that applies to full-time Team Members from the FFPP after 30 September 2026 which is based on a 4.0% increase to the Year 2 Rates

If there are any discrepancies between the formulas set out in the table above and the corresponding rates set out in paragraph 2 of this Appendix, the rates in paragraph 2 will take precedence.

2. Annualised Salary Rates

Classification	Current Rates (\$ per annum)	Year 1 Rates (\$ per annum)	Year 2 Rates (\$ per annum)	Year 3 Rates (\$ per annum)
Mechanical Technician	142,063	147,745.52	153,655.34	159,801.55
Electrical Technician	142,063	147,745.52	153,655.34	159,801.55
Maintenance Administrator	113,309	117,841.36	122,555.01	127,457.21
Site Services Support	87,749	91,258.96	94,909.32	98,705.69

3. Additional Shifts

Refer to clause 9.7 and 9.8.

Term	Meaning
Year 1 Rates	The hourly rates that start to apply after this Agreement comes into operation
Year 2 Rates	The hourly rates that start to apply from the FFPP after 30 September 2025 and is calculated as a 4.0% increase of the Year 1 Rates
Year 3 Rates	The hourly rates that start to apply from the FFPP after 30 September 2026 and is calculated as a 4.0% increase of the Year 2 Rates

Internal Ref.	Additional Shift Type	Year 1 Rates \$	Year 2 Rates \$	Year 3 Rates \$
A	A shift with a majority of hours between 6:00am and 2:00pm on any day between Monday to Friday	70.72	73.55	76.49
B	A shift with a majority of hours between 2:00pm and 11:00pm on any day between Monday to Friday	79.04	82.20	85.49

Internal Ref.	Additional Shift Type	Year 1 Rates \$	Year 2 Rates \$	Year 3 Rates \$
C	A shift with a majority of hours between 11:00pm and 6:00am, on any day between Sunday to Friday	90.48	94.10	97.86
D	A shift with a majority of hours between 11:00pm Friday and 11:00pm Sunday, or a shift with a majority of hours on a Public Holiday	122.72	127.63	132.74