



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Wilmar Sugar Pty Ltd
(AG2023/5555)

SUGAR AUSTRALIA MACKAY PORT TERMINAL ENTERPRISE AGREEMENT 2023

Sugar industry

COMMISSIONER MATHESON

SYDNEY, 8 FEBRUARY 2024

Application for approval of the Sugar Australia Mackay Port Terminal Enterprise Agreement 2023

[1] An application has been made for approval of an enterprise agreement known as the *Sugar Australia Mackay Port Terminal Enterprise Agreement 2023* (Agreement). The application was made by Wilmar Sugar Pty Ltd (Applicant) pursuant to s.185 of the *Fair Work Act 2009* (Cth) (Act). The Agreement is a single enterprise agreement.

[2] The application was accompanied by a signature page that did not comply in all respects with Regulation 2.06A of the *Fair Work Regulations 2009* (Cth). An amended signature page was subsequently filed. I consider it appropriate in the circumstances to waive an irregularity in the form or manner in which an application was made and do so pursuant to s.586(b) of the Act.

[3] I observe that certain provisions of the Agreement may be inconsistent with the National Employment Standards (NES). However, noting clause 4.2 of the Agreement, I am satisfied that the more beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES.

[4] Pursuant to s.205(2) of the Act, the model consultation term prescribed by the *Fair Work Regulations 2009* (Cth) (Regulations) is taken to be a term of the Agreement.

[5] On the basis of the materials before the Commission, I am satisfied that each of the requirements of ss.186, 187 and 188 of the Act as are relevant to the application for approval of the Agreement have been met.

[6] The Australian Workers' Union, "Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union" known as the Australian Manufacturing Workers' Union and CSR, Holcim, Wilmar & Viridian Staff Association known as Salaried Staff United being bargaining representatives for the Agreement, have given notice under s.183 of the Act that

they want the Agreement to cover them. In accordance with s.201(2) of the Act, I note that the Agreement covers the organisations.

[7] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 15 February 2024. The nominal expiry date of the Agreement is 6 December 2027.



COMMISSIONER

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Note - the model consultation term is taken to be a term of this agreement and can be found at the end of the agreement.

**Sugar Australia
Mackay Port Terminal
Enterprise
Agreement 2023**

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1. TITLE

1.1. This agreement shall be known as the Sugar Australia Mackay Port Terminal Enterprise Agreement 2023.

2. APPLICATION OF, AND PARTIES TO THIS AGREEMENT

2.1. This Agreement will apply to employees of Wilmar Sugar Pty Ltd ACN 081 051 792 at the Mackay Port Terminal Packing facility located at Mackay Harbor in the State of Queensland and who are employed in positions covered by the skill and competency classification structures described in this Agreement.

3. PARTIES BOUND/COVERED

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

- (a) Wilmar Sugar Pty Ltd ACN 081 051 792.
- (b) all employees as described in clause 2 hereof; and
- (c) Salaried Staff United (the "Association").
- (d) Australian Workers Union (AWU)
- (e) Australian Manufacturing Workers Union (AMWU)

4. RELATIONSHIP TO PREVIOUS AGREEMENTS, SUGAR INDUSTRY AWARD AND NES

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

RSS Mackay Port Terminal Agreement 2008

4.2. Relationship between this Agreement and the NES

- a) The National Employment Standards (NES) is a set of legislated minimum employment entitlements under the *Fair Work Act 2009*.
- b) The NES shall apply to employees covered by this Agreement, except where this Agreement provides a more favorable outcome.
- c) Where there is a conflict or inconsistency between a term of this Agreement and the NES, the terms of clause 4.2 (b) of this Agreement confirm that the NES shall have precedence over the term within the Agreement to the extent of the conflict/inconsistency.

4.3 Relationship to the SUGAR INDUSTRY AWARD 2020

This agreement shall be read and interpreted wholly in conjunction with the Sugar Industry Award 2020 (Award) provided that where there is any inconsistency between this Agreement and the Award, this Agreement shall take precedence to the extent of the inconsistency. Where this Agreement is silent on any matter, the Award conditions shall apply excepting that all allowances and higher duties provisions in the Sugar Industry Award 2020 will not apply.

5. DATE AND PERIOD OF OPERATION

5.1. This Agreement shall commence operation seven days after it is approved by the Fair Work Commission and shall remain in force until 6 December 2027.

6. INTENTION OF THE PARTIES

6.1. All awards, except the Sugar Industry Award referred to in clause 4.3, and agreements otherwise applicable to employees within the scope of this agreement are entirely superseded and replaced by this agreement. To avoid doubt, however, terms and conditions of employment provided for under letters offering salaried staff positions and Appendix C, and the Company's policies and procedures, operate according to their own terms and are not displaced.

7. DEFINITIONS

7.1. **Association** shall mean The Salaried Staff United.

7.2. Base salary (as stated in annual \$ and \$/hour in the pay tables in this agreement) includes rostered hours, STL allowance and non-pecuniary benefits. Base Salary does not include overtime, shift penalty rates, weekend penalty rates, Public Holiday allowance in Appendix A nor employer superannuation contributions.

7.3. Casual employee shall mean a person who is engaged and paid as such.

7.4. Employer shall mean Wilmar Sugar Pty Ltd.

7.5. Employee shall mean a salaried employee of the Employer employed at a yearly rate of pay by the Employer or on secondment to any subsidiary or any associated company of the Employer.

7.6. Service shall mean service with the Employer, including service with any subsidiary or associated company of the Employer.

8. AGREED OBJECTIVES.

8.1. The Company and the employees will work together-

- (a) to maintain and support the implementation of a high level of site safety practices, procedures and training.
- (b) to support the ongoing upgrade & improvement to the site's facilities.
- (c) to improve efficiency in the worksite.
- (d) to continuously review work methods and procedures to develop a modern, flexible and team-based work style.
- (e) to develop skills and knowledge, accept greater responsibility and reduce any identified skills gap.
- (f) to ensure the Company is able to meet customer needs and provide exceptional customer service; and
- (g) to maintain a high grade of food safety and product quality standards.

8.2. It is agreed that work practice changes at the Mackay Port site will occur in accordance with the Workplace Consultation and Work Practice Change provisions set out in clause 9 of this

Agreement.

9. WORKPLACE CONSULTATION AND WORK PRACTICE CHANGE

9.1. The Company and the Employees are committed to an ongoing process of communication and consultation and will continue to consult in order to achieve the objectives of this Agreement.

9.2. This term applies if the employer:

- (a) proposes to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
- (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

9.3. For a major change referred to in paragraph 9.2(a) the employer must notify the relevant employees of the proposed major change.

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

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

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

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

9.7. In this term, a major change is likely to have a significant effect on employees if it results in:

- (a) the termination of the employment of employees; or
- (b) major change to the composition, operation, or size of the employer's workforce or to the skills required of employees; or
- (c) the alteration of hours of work; or
- (d) the need to retrain employees; or
- (e) the need to relocate employees to another workplace; or
- (f) the restructuring of jobs.

Change to regular roster or ordinary hours of work.

9.8. For a change referred to in paragraph 9.2(b)

- (a) The employer must notify the relevant employees of the proposed change; sub-clause 9.11 will apply.

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

- (a) discuss with the relevant employees the introduction of the change; and
- (b) for the purposes of the discussion—provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and

- (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
- (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
- (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

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

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

9.11.1. In this term **relevant employees** means the employees who may be affected by a change referred to in sub-clause 9.2.

10. PROCEDURES FOR THE AVOIDANCE OF GRIEVANCES OR DISPUTES

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

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

Step 1:

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

If matter unresolved

Step 2:

Either party can request to have a third-party present in further discussions (for example People and Culture representative, a more senior employee or, at the request of the employee, a site representative or union delegate)

If matter unresolved

Step 3:

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

If matter unresolved

Step 4:

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

If matter unresolved

Step 5:

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

10.3. While the above procedure is being followed, work is to continue as normal. In the case of a dispute concerning the question of safety, the parties will confer as soon as possible about the safety issue in accordance with the above disputes' procedure. Employees doing the work that is in dispute would not be required to continue doing this work until a documented risk assessment highlights the risks can be mitigated to an acceptable level which may include altering the way the work is being conducted.

10.4. Work Continues

While the matter in dispute is being discussed work shall continue as normal and the status quo applying before the dispute shall be maintained. The steps required to be taken under this Agreement for resolution of disputes should be conducted without undue delay.

10.5. Right to request information

During the conduct of the dispute resolution process the Company or the employee, or the employee's nominated representative, may at any time request information relevant to the matter in dispute. Such information must be made available where practicable provided it is not commercial in confidence or subject to legal professional privilege. In addition, either party may require a binding commitment to confidentiality as a pre-condition to provision of the information sought.

11. FLEXIBILITY TERM

11.1. The Company and an employee may agree to make an individual flexibility arrangement (IFA) to vary the effect of terms of the agreement if:

A.

(a) the agreement deals with 1 or more of the following matters:

B.

- (i) arrangements about when work is performed.
- (ii) overtime rates.
- (iii) penalty rates.
- (iv) allowances.
- (v) leave loading; and

11.2. The arrangement must meet the genuine needs of the Company and employee and be genuinely agreed to by the Company and the employee.

11.3. The Company must ensure that the arrangement:

(a) is about a permitted matter under the Fair Work Act 2009 as if the arrangement were an enterprise agreement and.

(b) does not include a term that would be an unlawful term under the Fair Work Act 2009 as if the arrangement were an enterprise agreement.

11.4. The Company must ensure that the arrangement results in the employee being better off overall than the employee would be if no arrangement were agreed to.

11.5. The Company must ensure that the arrangement:

(a) is in writing.

(b) includes the name of the Company and employee.

(c) is signed by the Company and employee and if the Company and employee is under 18

years of age, signed by a parent or guardian of the employee; and

(d) includes detail of:

- (i) the terms of the enterprise agreement that will be varied by the arrangement; and
- (ii) how the arrangement will vary the effect of the terms; and
- (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and

(e) state the date on which the arrangement commences.

11.6. The Company must give the employee a copy of the arrangement within 14 days after it is agreed.

11.7. The Company or employee may terminate the arrangement:

(a) by giving 28 days written notice; or

(b) if the employer and employee agree in writing – at any time.

12. SALARIES

12.1. Salaried staff shall be paid an annualised salary. The details of the annualised salary are set out in Appendix A – Salary and Classification Levels.

12.2. Except where express provision is made in this document the annualised salary incorporates remuneration for rostered and ordinary hours plus any loadings or allowances which may otherwise be payable including, without limitation, in respect of annual leave loading, work on weekends or public holidays, overtime, shift allowance and roster leave.

12.3. Payment of Salaries

12.3.1. Salaries shall be paid monthly.

(a) Salaries will be paid to a nominated financial institution and where possible by electronic fund transfer.

(b) Short-term incentive

Employees bound by this Agreement will have the opportunity to earn a short-term incentive (STI) bonus of up to 5% of their annual ordinary pay for each year of the Agreement at the completion of each calendar year, usually paid in March of the next year.

12.4. Casual Employees

12.4.1. A casual employee is one who is employed and paid as such. A casual employee, including casuals or contractors engaged through an Agency who are performing work covered by this agreement, will be paid a casual loading of twenty-five per cent (25%) in addition to the base rate of pay otherwise applicable to a permanent weekly employee performing the same work. This casual loading is paid in lieu of the employee/s entitlement to paid annual leave, paid personal/carers leave, paid public holidays and other entitlements not applicable to casual employment.

13. EMPLOYEE DUTIES AND ENTERPRISE FLEXIBILITIES

13.1. The Employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this

agreement, provided that such duties do not diminish existing skills.

13.2. The Employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.

14. HOURS, BREAKS & SHIFT ARRANGEMENTS

1.

14.1. Hours and Breaks

Type	Times	Breaks and Rest Pauses*	
Day Work	8:00 am - 4.30 pm	30 minutes (unpaid)	38-hour week
Day Shift (12 hours)	6:00 am - 6.00 pm	75 minutes (paid)	12-hour shift
Night Shift (12 hours)	6:00 pm - 6.00 am	75 minutes (paid)	12-hour shift

14.2. Current Shift Arrangements

- (a) Current Shifts as stated in 14.1 will be worked per communicated roster arrangements via the online Port Roster Schedule and as per roster pattern in Employee Self Service (ESS).
- (b) Site management will consult with personnel and allocate personnel to appropriate positions within the roster, and where necessary re-allocate personnel on a temporary or permanent basis to ensure the team skills are appropriate and that team dynamics and harmony are optimised.
- (c) As per 14.1 breaks must be taken at times that minimise interference with the continuity of work and staggered to optimise line and warehouse operations. If other shift lengths are required, the Company will allow reasonable breaks consistent with the principles operating in this clause.
- (d) This shift roster takes into account the current operational requirements of the Company.

14.3. Changes to the Shift Arrangements

- (a) The Company may conduct a review of the shift roster or shift start and finish times as operationally required, in order to consider whether any changes are required to be made to the shift roster or start and finish times.
- (b) Staff will be fairly remunerated in accordance with subsequent changes to the operating shift roster. For example, an increase in the proportion of shift or weekend work will attract the relative loadings / allowances. However, the special considerations in Appendix C will apply to all employees.
- (c) Changes will only be made to the roster or start and finish times by the Company for an operational reason and in consultation with the employees affected. A change will not require more than 41 rostered hours per week on average over the roster cycle.
- (d) Other than where emergent operational circumstances otherwise dictate, a minimum

of 4 weeks' notice will be given to the employees affected of any changes required to be made.

15. OVERTIME

15.1. Salaried Employees

- (a) Overtime for salaried staff will be managed in accordance with the policy in Appendix B – Mackay Port Packing Facility Overtime Policy.

15.2. Casual Employees

- (a) Any overtime hours required and worked by a casual employee will be paid at the overtime rate of pay set out in Appendix A – Salary and Classification Levels.

16. PUBLIC HOLIDAYS

If an employee would normally be rostered to work an 8-hour shift or perform day work on New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, King's Birthday, Mackay Show Day, Labour Day or Eight Hour Day, Christmas Day and Boxing Day, then:

the employee will be granted that public holiday without loss of pay; however

In order to complete an urgent task which has significant impact on the operations of the business, the company may direct an employee to work that public holiday. Initially volunteers with the appropriate skills will be sought. If the employee is rostered by the Company and accepts to work on that public holiday, he or she will be granted the equivalent time off in lieu. Time off under this clause will be taken in the same manner as annual leave.

If an employee would normally be rostered to work a 12-hour shift on Christmas Day, Boxing Day, Good Friday or Easter Sunday, then the employee will be granted that public holiday without loss of pay. Every endeavour will be made by the Company to ensure that work on the abovementioned public holidays is minimised. Working on a rostered "Big 4" Public Holiday mentioned above will be paid 1.5x base rate on top of rostered pre-paid time.

17. TEMPORARY TRANSFER – EXPENSES

17.1 If an employee is directed to work at a place other than his or her usual place of work, all reasonable expenses necessarily incurred by the employee as a consequence of the temporary transfer will be reimbursed by the Employer. Where practicable, the nature of these expenses will be agreed in advance of the transfer.

17.2 CAR ALLOWANCE

An allowance of 95c per kilometre shall be paid to an employee who is required by the Employer to use a private vehicle on Employer business.

18. ANNUAL LEAVE

a. Salaried Staff

- i. Employees shall be entitled to four weeks' leave of absence annually (160hrs). Such annual leave shall be granted on full pay and shall be exclusive of any public holidays. This leave accrues progressively throughout the year. Any annual leave not taken rolls over into the next year.

- ii. Employees are entitled to take annual leave and the Employer shall grant annual leave during the calendar year immediately succeeding the period of accrual. The taking of annual leave may only be deferred by agreement between the employee and the Employer, and the period of deferment shall not exceed two years from the date it accrued.
- iii. Unless otherwise agreed, employees shall not be required to take annual leave without having at least one month's previous notice. So far as is practicable leave shall be granted at a time best suited to the convenience of the employee concerned.
- iv. Where an employee voluntarily leaves employment or his or her services are terminated by the Employer, payment shall be made for all accumulated leave not taken. For the purpose of this clause annual leave shall accrue on a daily basis.
- v. Annual leave shall be granted and taken and shall not be satisfied by any additional payment.
- vi. If an employee becomes ill whilst on annual leave and produces satisfactory medical evidence of such illness the period of such illness may be counted as personal leave and not annual leave.
- vii. When an employee is engaged for part of the year as a seven-day continuous shift employee he or she shall be entitled to proportionate additional leave prescribed by this clause at the rate of a half day for each month the employee is continuously engaged as a seven-day worker. For the purpose of the additional week of annual leave provided for in section 87 (1)(b) of the Act, a shiftworker is a seven-day shiftworker who is regularly rostered to work on Sundays and public holidays, where the Company operates shifts continuously rostered 24 hours a day 7 days per week.
- viii. A roster setting out the proposed annual leave dates of employees will be developed and maintained by the Company.
- ix. It is agreed that employees will take leave in weeks or days. The annual leave taken during a week or on a day extends to all hours which the employee would otherwise have been rostered to work during the week or on the day when the annual leave is taken.

b. Casual Employees

Employees employed on a casual basis are not entitled to annual leave, annual leave loading or pay in lieu of annual leave. The matter is dealt with in the casual rate of pay.

19. PERSONAL LEAVE

- a. The provisions of this clause apply to full-time and regular part-time employees (on a pro rata basis) but do not apply to casual employees.
- b. Definitions

The term immediate family includes

- i. A spouse a de facto partner, child, parent, grandparent, grandchild or sibling of the employee or

- ii. A child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.

c. Amount of paid personal leave

Paid personal leave is available to an employee, other than a casual employee, when they are absent:

- i. due to personal illness or injury.
- ii. for the purposes of caring for an immediate family or household member who is sick and requires the employee's care and support or who requires care due to an unexpected emergency.
- iii. The amount of personal leave which a full-time employee is entitled to is 80 hours personal leave.
- iv. Entitlement to personal leave shall not be accrued during any period when an employee applies for, and the employer grants leave without pay.

d. Personal leave for personal injury or sickness

An employee is entitled to use the full amount of their personal leave entitlement including accrued leave for the purposes of personal illness or injury, subject to the conditions set out in this clause.

e. Personal leave to care for an immediate family or household member

An employee is entitled to use personal leave, including accrued leave, each year to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency.

f. Employee must give notice

Where an employee is absent on personal leave, he/she shall, where practicable, prior to the commencement of his/her ordinary working hours, notify the employer of his/her inability to attend for duty.

The notice must include:

- (a) the nature of the injury or illness (if known); and
- (b) how long the employee expects to be away from work.
- (c) If it is not practicable for the employee to give notice of absence, the employee must notify the employer by telephone at the first opportunity.

The notice for leave to care for an immediate family or household member must include:

- (d) the name of the person requiring care and support and the relationship to the employee; and
- (e) the reasons for taking such leave; and
- (f) the estimated length of absence.
- (g) If it is not practicable for the employee to give prior notice of absence, the employee must notify the employer by telephone at the first opportunity.

g. Evidence supporting claim

- i. After two or more consecutive days/shifts absence of an employee, the employee must, if required by the employer, establish by production of a medical certificate from a medical practitioner, that the employee was unfit for work.
- ii. When taking leave to care for an immediate family or household member, the employee must, if required by the employer, establish by production of a medical certificate from a medical

practitioner, the illness of the person concerned and that the illness is such as to require care by another. If an employee is receiving workers' compensation payments, the employee is not entitled to personal leave.

h. Unpaid personal leave

Where an employee has exhausted all paid personal leave entitlements, they are entitled to take unpaid personal leave to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency. The employer and the employee shall agree on the period. In the absence of agreement, the employee is entitled to take up to two days (up to a maximum of 24 hours) of unpaid leave per occasion, provided the requirements of this clause are met.

20. Compassionate and Bereavement Leave

- a. The paid provisions of this clause apply to full-time and regular part-time employees (on a pro rata basis) but do not apply to casual employees.

b. Paid leave entitlement

An employee, other than a casual, is entitled to use up to 3 shifts bereavement leave on any occasion on which a member of the employee's immediate family or household in Australia dies or contracts or develops a life-threatening illness or injury.

c. Evidence supporting claim

The employer may require the employee to provide satisfactory evidence of the life-threatening illness or injury or death of the member of the employee's immediate family or household.

d. Unpaid leave entitlement

An employee may take additional unpaid compassionate, and bereavement leave by agreement with the employer.

21. Family and Domestic Violence Leave

As per the National Employment Standards

22. JURY SERVICE

- a. Full-time and part-time employees attending jury service are entitled to have their pay made up to what they would have received for working ordinary time. Employees must provide proof of attendance.
- b. A full-time employee required to attend for jury service during his/her ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of his or her attendance for such jury service and the amount of wage he or she would have received in respect of the ordinary time he or she would have worked had he or she not been on jury service.
- c. Where a part-time employee is required to attend for jury service and such attendance coincides with a day on which the employee would normally be required to work, payment shall be made to the employee in accordance with the above.
- d. An employee shall notify the Employer as soon as possible of the date upon which he/she is required to attend for jury service. Further, the employee shall give the employer proof of attendance, the duration of such attendance and the amount

received in respect of such jury service.

23. PARENTAL LEAVE

- a. Subject to the terms of this clause employees are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child.
- b. The provisions of this clause apply to full-time, part-time and eligible casual employees, but do not apply to other casual employees.
- c. An **eligible casual employee** means a casual employee:

I. Employed by an employer on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months; and

II. Who has, but for pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.

For the purposes of this clause, **continuous service** is work for an employer on a regular and systematic basis (including any period of authorised leave or absence).

d. An employer must not fail to re-engage a casual employee because:

- a) the employee or employee's spouse is pregnant; or
- b) the employee is or has been immediately absent on parental leave.

The rights of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

e. Definitions

- i. For the purpose of this clause child means a child of the employee under school age or a child under school age who is placed with the employee for the purposes of adoption, other than a child or stepchild of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.
- ii. In this clause, spouse includes a de facto or former spouse.
- iii. A spouse includes a de facto spouse but does not include a former spouse.

f. Basic entitlement

- i. After 12 months continuous service, parents are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child. For females, maternity leave may be taken and for males, paternity leave may be taken. Adoption leave may be taken in the case of adoption.

23.6.2 Subject to the basic entitlement, parental leave is to be available to only one parent at a time, except that both parents may simultaneously take:

- (a) for maternity and paternity leave, an unbroken period of one week at the time of the

- birth of the child;
- (b) for adoption leave, an unbroken period of up to three weeks at the time of placement of the child.

g. Variation of period of parental leave

Where an employee takes leave under this clause, unless otherwise agreed between the employer and employee, an employee may apply to their employer to change the period of parental leave on one occasion. Any such change is to be notified as soon as possible but no less than four weeks prior to the commencement of the changed arrangements. Nothing in this clause detracts from the basic entitlement in.

- i. The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

- h. Employee's request and employer's decision to be in writing.

The employee's request and the employer's decision made under this clause must be recorded in writing.

Request to return to work part-time

Where an employee wishes to make a request under this clause, such a request must be made as soon as possible but no less than 13 weeks prior to the date upon which the employee is due to return to work from parental leave.

Maternity leave

- i. An employee must provide notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are:
 - (a) of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the employee is pregnant) – at least ten weeks;
 - (b) of the date on which the employee proposes to commence maternity leave and the period of leave to be taken – at least four weeks.
- j. When the employee gives notice under this clause, the employee must also provide a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.
 - i. An employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.
 - ii. Subject to this clause and unless agreed otherwise between the employer and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of birth.
 - iii. Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, an employer may require the employee to provide a medical certificate stating that she is

fit to work on her normal duties.

k. Special maternity leave

- (a) Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child, then the employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.
- (b) Where an employee is suffering from an illness not related to the direct consequences of the confinement, the employee may take any paid personal leave to which she is entitled in lieu of, or in addition to, special maternity leave.
 - i. Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid personal leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid personal leave, special maternity leave and parental leave, including parental leave taken by a spouse, may not exceed 52 weeks.

Paternity leave

- I. An employee will provide the employer at least ten weeks prior to each proposed period of paternity leave, with:
 - i. a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place; and
 - ii. written notification of the dates on which he proposes to start and finish the period of paternity leave; and

Adoption leave

- m. The employee will notify the employer at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.
- n. Before commencing adoption leave, an employee will provide the employer with a statutory declaration stating:
 - i. the employee is seeking adoption leave to become the primary caregiver of the child;
 - ii. particulars of any period of adoption leave sought or taken by the employee's spouse; and
- o. Where the placement of a child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately and the employer will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.

- p. An employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.
- q. An employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The employee and the employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to two days unpaid leave. Where paid leave is available to the employee, the employer may require the employee to take such leave instead.

Parental leave and other entitlements

An employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks or a longer period as agreed.

r. Transfer to a safe job

- i. Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee will, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

If the transfer to a safe job is not practicable, the employee may elect, or the employer may require the employee to commence parental leave for such period as is certified necessary by a registered medical practitioner.

s. Returning to work after a period of parental leave

- i. An employee will notify the employer of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.
- ii. an employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to this clause the employee will be entitled to return to the position held immediately before the transfer.
- iii. Where the position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

t. Replacement employees

- i. A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.
- ii. Before an employer engages a replacement employee, the employer must inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

u. Communication during parental leave

- i. Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:
 - (a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
 - (b) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
 - ii. The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
 - iii. The employee shall also notify the employer of changes of address or other contact details.

Right to request

- i. An employee entitled to parental leave pursuant to the provisions of this clause may request the employer to allow the employee:
 - a) to extend the period of simultaneous unpaid parental leave provided for up to a maximum of eight weeks;
 - (b) to return from a period of parental leave on a part-time basis until the child reaches school age;
 - (c) to assist the employee in reconciling work and parental responsibilities.
 - i. The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
 - ii. Employee's request and employer's decision to be in writing
- b. The employee's request and the employer's decision made under this clause must be recorded in writing.
 - i. Request to return to work part-time

Where an employee wishes to make a request under this clause, such a request must be made as soon as possible but no less than 13 weeks prior to the date upon which the employee is due to return to work from parental leave.

24. LONG SERVICE LEAVE

a. Entitlement to leave

Employees shall be entitled to long service leave in respect of continuous service with the Employer.

b. Period of leave

i. The amount of long service leave shall be as follows:

- (c) For service prior to and including 31 March 2004 long service leave will accrue at the rate of 1.3 weeks for each completed year of continuous service.
- (d) For service on or after 1 April 2004 (inclusive) in the case of an employee who has completed at least seven years' service and whose employment is terminated prior to completion of ten years' service, leave shall be calculated at the rate of 0.87 weeks per year of service.
- (e) In the case of an employee who has completed at least ten years but less than twenty years' service, leave shall be calculated at the rate of one week per each year of service.
- (f) In the case of an employee who has completed at least twenty years' service, leave shall be calculated at the rate of 1.4 weeks per each year of service.
- (g) Such leave shall be granted and taken and, except as provided elsewhere in this clause, payment in lieu thereof shall not be made or accepted.
- (h) Where termination of employment occurs after one year's continuous service due to:
 - resignation or retirement at age 52 or more; or
 - death or incapacity at any age.

long service leave will be calculated on the basis of 1.4 weeks per year of service.

c. Calculation of continuous service

i. The following absences shall not break the continuity of service and shall, subject to any limitation herein, count as service:

- (a) Absence on any annual leave or long service leave.
- (b) Absence following any termination of the employment by the Employer if such termination has been made merely with the intention of avoiding obligations under this clause in respect of long service leave.
- (c) Absence necessitated by personal sickness or injury of which not more than fifteen working days a year shall count as service.
- (d) Absence in respect of any period during which the employee shall have served as a member of the Naval, Military or Air Forces of the British Commonwealth, or as a member of the Civil Construction Corps established under the National Security Act 1939 (as amended) or absence on compulsory service in any of the Armed Forces under the National Service Act 1951 (as amended).

ii. Provided that the employee as soon as reasonably practicable on the completion of any such service resumes employment with the Employer.

d. For the purpose of this clause, the following absences shall not break the continuity of service, but the period of such absence shall not count as service:

- (a) Absence following any termination of the employment by the Employer on any ground other than slackness of trade, if the employee is re-employed by the Employer within a period not exceeding two months from the date of such termination.
- (b) Absence following any termination of the employment by the Employer on the ground of slackness of trade if the employee is re-employed by the Employer within a period not exceeding six months from the date of such termination.
- (c) Absence of the employee authorised by the Employer at any time.
- (d) Absence arising directly or indirectly from an industrial dispute but only if the employee returns to work in accordance with the terms of settlement of the dispute.
- (e) Absence from work by reason of any cause not being a cause specified in this clause for a period in excess of fourteen days shall be deemed to break the contract of employment and the continuity of service for the purposes of this agreement unless the employee notifies the Employer in writing of the reason for his/her absence and is given acknowledgment by the Employer that such reason for absence is acceptable to the Employer.

e. Service before commencement of agreement

For the purpose of calculating the entitlement to leave, continuous service of an employee in the employment of the Employer immediately prior to the coming into operation of this agreement shall be taken into account.

f. Time of taking leave

Long service leave shall be granted and taken at such time as may be agreed between the Employer and the employee having regard to the needs of the establishment where the employee is working.

g. Payment on termination for leave not taken

Where the employment of an employee is terminated other than by death and the employee has an entitlement to long service leave, the employee shall be deemed to have entered upon and taken the leave from the date of such termination and the Employer shall forthwith pay to the employee in full ordinary pay for such leave.

h. Payment on death

Where an employee dies during employment and any long service leave to which the employee is entitled under the conditions of this award has not been taken or received in full, then the money value of the long service leave not taken or received shall be paid or applied in whole or in part at the discretion of the Employer to or for the benefit of one or more of the following as the Employer in its discretion shall determine:

- (a) the widow or widower of the employee,
- (b) the children of the employee or any one or more of them,

- (c) any other persons (or any one or more of them) being persons who in the opinion of the Employer were dependent upon the employee at the date of the employee's death,
- (d) the legal personal representative of the employee.
 - i. Payment of the amount due under this clause in accordance with the foregoing provisions shall be deemed to be a full discharge of all obligations arising under this award with respect to long service leave.

i. Payment of period of leave

Each employee shall be paid for each week of leave at the employee's ordinary rate of pay applicable at the date of taking the period of leave. Such rate of pay shall be for the standard hours prescribed by this agreement.

i. For the purposes of this clause, rate of pay shall not include:

- (a) Overtime, commissions, bonuses, allowances or the like.
- (b) No deductions shall be made from the rate of pay for board and/or lodging or the like which is not provided and taken during the period of leave.

j. Method of payment

- i. Payment shall be made in one of the following ways:
 - (a) in full before the employee goes on leave, or
 - (b) at the same time as the employee's salary would have been paid if the employee had remained at work,
 - (c) in any other way agreed between the Employer and the employee.

k. Public holidays and annual leave during period of leave

Any long service leave shall be inclusive of any public holidays specified in the award occurring during the period when the leave is taken but shall not be inclusive of any annual leave.

l. Transmission of business

For the purpose of this clause where a business has, whether before or after the coming into operation of this agreement been transmitted from an employer (in this paragraph called the transmittor) to another employer (in this paragraph called the transmittee) and the employee who at the time of such transmission was an employee of the transmittor in that business becomes an employee of the transmittee:

- (a) the continuity of service of such employee shall be deemed not to have been broken by reason only of the transmission; and
- (b) the period of the continuous service which the employee has had with the transmittor (or any prior transmittor) shall be deemed to be continuous service of the employee with the transmittee.
 - i. In this clause transmission includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and transmitted has a corresponding meaning.

m. Leave to be in satisfaction of all rights

The entitlement to long service leave provided for in this clause shall be in substitution for and satisfaction of any other long service leave, or benefit in the nature of long service leave, to which the employee may be entitled in respect of the service referred 23.3.

n. Records

The Employer shall keep an adequate long service leave record.

25. REDUNDANCY PAY

a. Application

This clause shall not apply to employees whose contract of employment is:

- (a) casual,
- (b) seasonal, or
- (c) for a specific term or specific project.

- b. This clause shall not apply to an employee whose position is Redundant and who accepts an offer of an alternative position with the Employer regardless of the duties, title or terms and conditions of employment applying to the alternative position.

c. Definitions

- i. Redundancy means an employment situation where the Employer no longer requires the job carried out by an employee to be carried out by anyone.
- ii. Retrenchment means the termination of employment by the Employer of an employee whose position has become Redundant.

- d. Terms and conditions of employment are no less favourable overall:

If the employee is required to relocate to a place of work requiring additional travel to and from work:

- i. and the relocation is consistent with the Employee's contract of employment, where the additional travel imposes undue hardship on the employee and the employee is offered reasonable incentives or altered terms and conditions of employment to accommodate the additional travel.

- ii. where the duties of, or skills and competencies required for, the new position offered to the employee:

- (a) are comparable to the Redundant position, or
- (b) are capable of performance by the employee with appropriate training and the employee is offered appropriate training.
- (c) where the new position is with:

- i) the Employer, there is no reduction in total remuneration, or assigned job grade,
- ii) an employer other than the Employer, there is no reduction in total remuneration.

e. Redundancy and retrenchment – notice

- i. If an employee is Retrenched the employee will be given notice of termination, or payment in lieu, in accordance with the terms and conditions of the employee's employment.
- ii. An employee who has been given notice of termination of employment is required to work up to the last day of the notice period. The Employer may approve an employee's request for termination during the notice period and such approval will not be unreasonably withheld. All of the employee's entitlements will be calculated up to the date the employee ceases employment.
- iii. If an employee ceases employment during the notice period without the Employer's approval, the employee will forfeit payment for the balance of the notice period and the Redundancy Pay.

f. Payments on retrenchment

A Retrenched employee will receive the following:

i. Redundancy pay

Three months' Salary plus 0.7 months' Salary per year of completed service, pro rata to completed days of service up to a maximum of two years' Salary. Provided that the employee's Redundancy Pay will be reduced by the amount that the total due to be paid to the employee for pay in lieu of notice and Redundancy Pay exceeds two years' Salary and one month's payment in lieu of Notice, or in the case of an employee who is over 45 years of age exceeds two years Salary, one month and one week's payment in lieu of Notice.

ii. Annual Leave

Payment of all accrued annual leave and annual leave loading.

iii. Long Service Leave

Payment of all accrued long service leave.

1. If an employee has less than seven years continuous service the Employer will pay pro rata long service leave on the following basis:

a. Staff at any age

at the rate of 1.0 weeks per year of service; pro rata to completed days of service

2. No less favourable employment

Where a Retrenched Employee was prior to the Retrenchment offered employment by:

- (a) the Employer,
- (b) the employer for a business which was transmitted by the Employer at the time of the Redundancy, or
- (c) another employer at the Employer's initiative,

- (d) on terms and conditions no less favourable overall than the Employee's existing contract and which provides for continuity of service of the Employee and the Employee fails to accept the employment the Employee will not receive the benefit of the additional long service leave in 25.6.3

- iv. Part-time/full-time employees

Employees who have both full-time and part-time service will be entitled to Redundancy Pay calculated on a pro rata basis. Part-time years of service will be converted to equivalent full-time years of service at the actual annualised full-time rate of salary for the purposes of the calculation, which will apply to both notice and Redundancy Pay.

- v. General termination of employment

Nothing contained in this clause shall be construed to mean that the Employer may not terminate an Employee's employment:

- (a) in the normal course of business in the manner provided by the Agreement, or
- (b) without notice for malingering, inefficiency, neglect of duty or misconduct, without the Employer being required to give the Employee the benefit of this clause.

26. TERMINATION OF EMPLOYMENT

- a. **Notice of termination by employer**

- (a) In order to terminate the employment of a full-time or regular part-time employee the employer shall give the employee a period of one month's notice.
- (b) In addition to this notice, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, are entitled to an additional week's notice.
- (c) Payment in lieu of the notice will be made if the appropriate notice period is not required to be worked by the employer. Employment may be terminated by the employee working part of the required period of notice and by the employer making payment for the remainder of the period of notice.
- (d) In calculating any payment in lieu of notice, the base salary for the time the employee would have worked during the period of notice had their employment not been terminated will be used.
- (e) The period of notice in this clause shall not apply in the case of dismissal for conduct that justifies instant dismissal including inefficiency within the first fourteen days, neglect of duty or misconduct and in the case of casual employees, apprentices or employees engaged for a specific period or for a specific task or tasks.

- b. **Notice of termination by an employee**

- (a) The notice of termination required to be given by an employee is the same as that required of an employer, save and except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.
- (b) If an employee fails to give notice the employer has the right to withhold monies

due to the employee to a maximum amount equal to the ordinary time rate of pay for the period of notice.

i. Time off during notice period

Where an employer 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 the employer.

Signatories

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

For the Company

Signatory Name: Renae Meyer

Signatory Address: 265 Whitehall Street, Yarraville, Vic, 3013

Basis of signatory's authority to sign the agreement: General Manager, People and Culture

Signature: Renae Meyer **Date** 31/01/2024

Witness Name and Address: Melissa Pestana, 265 Whitehall Street, Yarraville, Vic, 3013

Witness Signature: Melissa Pestana

For the Australian Workers' Union, Queensland Branch

Signatory Name: Stacey Schinnerl

Signatory Address: Level 13, 333, Adelaide, Street, Brisbane, Qld 4000.

Basis of signatory's authority to sign the agreement Branch Secretary

Signature: [Signature] **Date** 1/2/2024

Witness Name and Address: Breanna Beattie

Witness Signature: Beattie

For the

Signatory Name: CSR, Holcim, Vilmar & Viridian, Staff Association, Known as, Salaried Staff Union David Haydon

Signatory Address: 13 Womerah St Turramurra NSW 2074

Basis of signatory's authority to sign the agreement SSU Manager

Signature: [Handwritten Signature] Date 6/2/2024 ...

Witness Name and Address: Anne Marie Haydon 13 Womerah St Turramurra NSW 2074

Witness Signature: Anne Marie Haydon

For the

Signatory Name: Australian Manufacturers Workers' Union Rohan Webb

Signatory Address: 366 upper Roma street, Brisbane QLD 4000

Basis of signatory's authority to sign the agreement Branch Secretary

Signature: [Handwritten Signature] Date 7/02/2024

Witness Name and Address: Ashleigh wood 366 upper Roma street,

Witness Signature: [Handwritten Signature] Brisbane QLD 4000

APPENDIX A – SALARY AND CLASSIFICATION LEVELS

1. SALARIED EMPLOYEES

1.1 Annualised Salary Rates

The agreement rate of annual salary for adult employees shall be in accordance with the following 8 level structure for each pay year commencing:

As at 1 July 2023

SALARY TABLES AS OF 2023 INCREASE							
Level	Base \$/hour	Base	Shift	O/T	Sub Total	Super	Total
1A	\$ 31.11	\$ 61,681.63	\$ 24,672.65	\$ 4,112.11	\$ 90,466.39	\$ 9,951.30	\$ 100,417.70
1B	\$ 34.22	\$ 67,850.29	\$ 27,140.11	\$ 4,523.35	\$ 99,513.75	\$ 10,946.51	\$ 110,460.27
2	\$ 37.15	\$ 73,670.45	\$ 29,468.18	\$ 4,911.36	\$ 108,050.00	\$ 11,885.50	\$ 119,935.50
2A	\$ 38.64	\$ 76,616.94	\$ 30,553.90	\$ 5,107.82	\$ 112,278.66	\$ 12,350.65	\$ 124,629.31
2STL	\$ 39.33	\$ 77,993.18	\$ 31,197.27	\$ 5,199.55	\$ 114,390.00	\$ 12,582.90	\$ 126,972.90
2ASTL	\$ 40.82	\$ 80,939.66	\$ 32,277.14	\$ 5,395.90	\$ 118,612.70	\$ 13,047.40	\$ 131,660.10
3	\$ 41.28	\$ 81,852.27	\$ 32,740.91	\$ 5,456.82	\$ 120,050.00	\$ 13,205.50	\$ 133,255.50
4	\$ 43.46	\$ 86,175.00	\$ 34,470.00	\$ 5,745.00	\$ 126,390.00	\$ 13,902.90	\$ 140,292.90

SALARY TABLES AFTER 2024 INCREASE (Year 1 = 4.00%)							
Level	Base \$/hour	Base	Shift	O/T	Sub Total	Super	Total
1A	\$ 32.35	\$ 64,148.90	\$ 25,659.56	\$ 4,276.59	\$ 94,085.05	\$ 10,349.36	\$ 104,434.40
1B	\$ 35.59	\$ 70,564.30	\$ 28,225.72	\$ 4,704.29	\$ 103,494.30	\$ 11,384.37	\$ 114,878.68
2	\$ 38.64	\$ 76,617.27	\$ 30,646.91	\$ 5,107.82	\$ 112,372.00	\$ 12,360.92	\$ 124,732.92
2A	\$ 40.19	\$ 79,681.62	\$ 31,776.06	\$ 5,312.13	\$ 116,769.80	\$ 12,844.68	\$ 129,614.48
2STL	\$ 40.91	\$ 81,112.91	\$ 32,445.16	\$ 5,407.53	\$ 118,965.60	\$ 13,086.22	\$ 132,051.82
2ASTL	\$ 42.45	\$ 84,177.25	\$ 33,568.23	\$ 5,611.74	\$ 123,357.21	\$ 13,569.29	\$ 136,926.51
3	\$ 42.93	\$ 85,126.36	\$ 34,050.55	\$ 5,675.09	\$ 124,852.00	\$ 13,733.72	\$ 138,585.72
4	\$ 45.20	\$ 89,622.00	\$ 35,848.80	\$ 5,974.80	\$ 131,445.60	\$ 14,459.02	\$ 145,904.62

SALARY TABLES AFTER 2025 INCREASE (Year 2 = 3.75%)							
Level	Base \$/hour	Base	Shift	O/T	Sub Total	Super	Total
1A	\$ 33.57	\$ 66,554.48	\$ 26,621.79	\$ 4,436.97	\$ 97,613.24	\$ 10,737.46	\$ 108,350.70
1B	\$ 36.92	\$ 73,210.46	\$ 29,284.18	\$ 4,880.70	\$ 107,375.34	\$ 11,811.29	\$ 119,186.63
2	\$ 40.09	\$ 79,490.42	\$ 31,796.17	\$ 5,299.36	\$ 116,585.95	\$ 12,824.45	\$ 129,410.40
2A	\$ 41.69	\$ 82,669.68	\$ 32,967.66	\$ 5,511.34	\$ 121,148.67	\$ 13,326.35	\$ 134,475.02
2STL	\$ 42.44	\$ 84,154.64	\$ 33,661.86	\$ 5,610.31	\$ 123,426.81	\$ 13,576.95	\$ 137,003.76
2ASTL	\$ 44.04	\$ 87,333.90	\$ 34,827.03	\$ 5,822.18	\$ 127,983.11	\$ 14,078.14	\$ 142,061.25
3	\$ 44.54	\$ 88,318.60	\$ 35,327.44	\$ 5,887.91	\$ 129,533.95	\$ 14,248.73	\$ 143,782.68
4	\$ 46.89	\$ 92,982.83	\$ 37,193.13	\$ 6,198.86	\$ 136,374.81	\$ 15,001.23	\$ 151,376.04

SALARY TABLES AFTER 2026 INCREASE (Year 3 = 2.75%)							
Level	Base \$/hour	Base	Shift	O/T	Sub Total	Super	Total
1A	\$ 34.49	\$ 68,384.73	\$ 27,353.89	\$ 4,558.98	\$ 100,297.60	\$ 11,032.74	\$ 111,330.34
1B	\$ 37.94	\$ 75,223.75	\$ 30,089.50	\$ 5,014.92	\$ 110,328.16	\$ 12,136.10	\$ 122,464.26
2	\$ 41.19	\$ 81,676.41	\$ 32,670.56	\$ 5,445.09	\$ 119,792.06	\$ 13,177.13	\$ 132,969.19
2A	\$ 42.84	\$ 84,943.09	\$ 33,874.27	\$ 5,662.90	\$ 124,480.26	\$ 13,692.83	\$ 138,173.09
2STL	\$ 43.61	\$ 86,468.90	\$ 34,587.56	\$ 5,764.59	\$ 126,821.05	\$ 13,950.32	\$ 140,771.36
2ASTL	\$ 45.26	\$ 89,735.58	\$ 35,784.78	\$ 5,982.28	\$ 131,502.64	\$ 14,465.29	\$ 145,967.93
3	\$ 45.77	\$ 90,747.36	\$ 36,298.95	\$ 6,049.82	\$ 133,096.13	\$ 14,640.57	\$ 147,736.71
4	\$ 48.18	\$ 95,539.85	\$ 38,215.94	\$ 6,369.32	\$ 140,125.12	\$ 15,413.76	\$ 155,538.88

SALARY TABLES AFTER 2027 INCREASE (Year 4 = 2.25%)							
Level	Base \$/hour	Base	Shift	O/T	Sub Total	Super	Total
1A	\$ 35.27	\$ 69,923.39	\$ 27,969.35	\$ 4,661.56	\$ 102,554.30	\$ 11,280.97	\$ 113,835.27
1B	\$ 38.79	\$ 76,916.28	\$ 30,766.51	\$ 5,127.75	\$ 112,810.54	\$ 12,409.16	\$ 125,219.70
2	\$ 42.12	\$ 83,514.13	\$ 33,405.65	\$ 5,567.61	\$ 122,487.39	\$ 13,473.61	\$ 135,961.00
2A	\$ 43.80	\$ 86,854.31	\$ 34,636.44	\$ 5,790.31	\$ 127,281.06	\$ 14,000.92	\$ 141,281.98
2STL	\$ 44.59	\$ 88,414.45	\$ 35,365.78	\$ 5,894.30	\$ 129,674.52	\$ 14,264.20	\$ 143,938.72
2ASTL	\$ 46.28	\$ 91,754.63	\$ 36,589.93	\$ 6,116.89	\$ 134,461.45	\$ 14,790.76	\$ 149,252.21
3	\$ 46.80	\$ 92,789.18	\$ 37,115.67	\$ 6,185.95	\$ 136,090.80	\$ 14,969.99	\$ 151,060.78
4	\$ 49.27	\$ 97,689.50	\$ 39,075.80	\$ 6,512.63	\$ 143,277.93	\$ 15,760.57	\$ 159,038.50

The following salary increases will be paid to employees during the life of this Agreement:

- (i) 4.00% (2024) timing in accordance with the companies Salary Review Policy;
- (ii) 3.75% (2025) timing in accordance with the companies Salary Review Policy;
- (iii) 2.75% (2026) timing in accordance with the companies Salary Review Policy and
- (iv) 2.25% (2027) timing in accordance with the companies Salary Review Policy.

The salary increases set out in this clause shall be calculated by reference to each Employee's classification level base rate as per the table above in Appendix A.

1.2 Basis for Annualised Salary

The annualised rates have been calculated by the base rate and the following additions to the base rates:

- Public holidays
- Annual leave loading
- Overtime
- Shift allowance
- Weekend allowance
- Saturdays worked
- Sundays worked
- Rostered leave

1.3 Payment of Annualised Salaries

Salaries, as scheduled in this agreement, are paid in equal monthly instalments throughout the year and are *not* relative to the shift structure an employee is rostered on to during the pay month, nor are they adjusted to reflect paid periods of leave (e.g. the taking of accrued and approved annual or personal leave).

Salaries will vary from the annualised monthly allotment if an employee is absent from work on unpaid leave.

2. CASUAL EMPLOYEES

A casual employee is one who is employed and paid as such. A casual employee, including casuals or contractors engaged through an Agency who are performing work covered by this agreement, will be paid a casual loading of twenty-five per cent (25%) in addition to the base rate of pay otherwise applicable to a permanent weekly employee performing the same work. This casual loading is paid in lieu of the employee/s entitlement to paid annual leave, paid personal/carers leave, paid public holidays and other entitlements not applicable to casual employment.

3. A casual employee will be paid the casual rate on an hourly basis.

4. PERFORMANCE AND COMPETENCY STANDARDS

Each employee under this agreement will be employed pursuant to one of the levels listed below. As part of the annual salary review process, employees will be expected to meet or exceed the competency standards listed below.

Subject to a vacant position becoming available, employees who demonstrate excellence against the required job competencies are encouraged to apply for a promotion to the vacant position in line with the Company's recruitment selection policies and processes.

4.1 Level 1A – Entry Level / Site Dust Compliance Cleaner

Employee will be expected to have successfully completed:

- Safety Induction
- Food Safety Induction

Employee will be expected to be undertaking training for:

- Site mobile equipment, i.e. Forklift operation
- Complete all necessary training, i.e. Confined Space etc.
- Plant Operational Checks
- Dispatch paperwork and truck load out
- Packing Lines:

Line	Operation
Fawema	Basic operation and Assistant Operator tasks
Industrial line	Basic operation & changeovers
IBC line	Operation & changeovers
PHS	Basic operation of the retail & industrial systems
Ship loading	Basic operation
Silo operation	Basic operation

4.2 Level 1B – Trainee Operator level

Employee will be expected to have successfully completed:

- All training as per Level 1A

Employees will be expected to be undertaking training for:

Line	Operation
Fawema	Changeovers
Industrial line	Maintenance & Preventative maintenance tasks
IBC line	Maintenance & Preventative maintenance tasks
PHS	Maintenance & Preventative maintenance tasks

4.3 Level 2 – Operator level

Employee will be expected to:

- Have successfully completed all training as per Level 1A & 1B
- Be undertaking training for:

Line	Operation
Fawema	Maintenance, & Preventative Maintenance tasks
Bosch	Basic Operation, Changeovers, Maintenance, & Preventative Maintenance tasks

4.4 Level 2A – Upskilled Level 2

- Have a minimum of 5 years site experience.
- Future Positions made available as per sites requirements
- Further prerequisites and training / development package to be developed by all parties during the life of this agreement.

4.5 Level 3 – Skilled Operator Level

Employee will be expected to:

- Have successfully completed all training as per Level 1A, 1B & 2
- Have significant experience and competence at Level 2
- Be able to demonstrate proficiency of required skills for all equipment
- Carry out non-routine problem solving on equipment used on site to pack, store and transfer product
- Have an Electrical or Fitting trades qualification

4.6 Shift Team Leader (Level 2 plus STL Allowance = 2STL) or (Level 3 + STL = Level 4)

Employee will be expected to:

- Have successfully completed all training as per Level 1A, 1B, 2
- Be able to operate and understand maintenance of all site equipment
- Complete the Principal Accountabilities detailed in the Shift Team Leader Position Brief
- Have a minimum of 5 years site experience.

APPENDIX B – MACKAY PORT PACKING FACILITY OVERTIME POLICY

1. PURPOSE

To ensure there is clarity on how overtime is to be managed on site to optimise the plants performance.

2. NOTES

- Overtime calculated as part of the shift roster is excluded because it is within the annualised salary.
- Staff are expected to work reasonable overtime, i.e. additional leave worked at the end of a shift would not normally result in overtime pay. Examples of this would be an operator:
 - Working up to a maximum of 2 hours to complete an urgent task which has significant impact in the operations of the business.
 - Staying back to cover for another operator's late arrival.
 - Attending site information meetings.
- No one will be asked or expected to work regular overtime upon the completion of working their rostered shift.
- Site management will try to ensure that the requirement to work additional hours after a 12 hour shift is minimized.
- Additional time worked when Operators are not normally rostered on would normally be specifically compensated. Overtime Monday to Saturday will be paid time and one half of base rate (as per pay tables in this agreement) for the first 3 hours and double time thereafter. Overtime on a Sunday will be paid at double the base rate of pay. (as per pay tables in this agreement) Employees have the choice of being paid overtime or taking time in lieu (hour off for hour worked), or the substitution for a rostered shift depending on the business needs as determined by the site Production Manager.

3. METHODOLOGY

- The need for working additional time requiring specific compensation must be determined by the Production Manager prior to an operator working the time.
- The Production Manager (or designate) should approach staff and advise the additional time needed and whether it will result in time in lieu or the substitution of a rostered shift.
- The Production Manager should note the time in lieu and notify the increased leave entitlement to the HR group.
- Time in lieu will be authorised and taken in conjunction with annual leave or at other times that suit the business needs.



Dear

Re: Roster Pattern Change

Further to our announcement of a change in roster pattern on 19 May 2021, and the subsequent consultation process, we have received feedback that team members would like further clarity as to future work hours and annualised salary. This letter seeks to provide that clarity, and is to be read in conjunction with the Roster Pattern Change letter received on 23 June 2021

Work Hours

With no less than 48 hours' notice provided by your Manager, your rostered shift may be moved to accommodate ship loading on a Friday night, Saturday night or Sunday night shift. The moving of a shift will not exceed your rostered averaged weekly work hours.

Annualised Salary

From the commencement of the new averaged 40 hour roster, your annualised salary will continue to include remuneration for rostered and ordinary hours required to work an averaged 40.8 hour week as provided for by the previous 12 hour and 8 hour roster pattern worked over a 10 week cycle. This includes loadings or allowances which was otherwise payable while the site operated a 7 day continuous work pattern, including without limitation, in respect of leave loading, work on weekends or public holidays, pre-paid overtime and rotating shift allowance.

In the future, if there is a need for the business to introduce a new roster pattern requiring up to a similar shift pattern and averaged weekly work hours as provided for by the 12hr and 8hr roster (worked by the site 2007 to 2021), compensation is considered to already be provided for in the annualised salary as outlined above.

Again, we thank you for your ongoing contribution as we make this important transition at the Mackay Port Packing facility and look forward to working with you in continuing to make the site more competitive.

Regards

A handwritten signature in black ink, appearing to read "Ken Shuttlewood".

Ken Shuttlewood
Production Manager – Mackay Port
Sugar Australia

Schedule 2.3—Model consultation term

(regulation 2.09)

Model consultation term

- (1) This term applies if the employer:
 - (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
 - (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

- (2) For a major change referred to in paragraph (1)(a):
 - (a) the employer must notify the relevant employees of the decision to introduce the major change; and
 - (b) subclauses (3) to (9) apply.
- (3) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (4) If:
 - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;the employer must recognise the representative.
- (5) As soon as practicable after making its decision, the employer must:
 - (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
 - (b) for the purposes of the discussion—provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.
- (6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

- (7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (8) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
- (9) In this term, a major change is *likely to have a significant effect on employees* if it results in:
 - (a) the termination of the employment of employees; or
 - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain employees; or
 - (f) the need to relocate employees to another workplace; or
 - (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- (10) For a change referred to in paragraph (1)(b):
 - (a) the employer must notify the relevant employees of the proposed change; and
 - (b) subclauses (11) to (15) apply.
- (11) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (12) If:
 - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;the employer must recognise the representative.
- (13) As soon as practicable after proposing to introduce the change, the employer must:
 - (a) discuss with the relevant employees the introduction of the change; and
 - (b) for the purposes of the discussion—provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and

(c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

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

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

(16) In this term:

relevant employees means the employees who may be affected by a change referred to in subclause (1).