



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Manildra Energy Australia Pty Ltd
(AG2023/906)

MANILDRA BOMADERRY SITE AGREEMENT 2022

Food, beverages and tobacco manufacturing industry

DEPUTY PRESIDENT EASTON

SYDNEY, 5 MAY 2023

Application for approval of the Manildra Bomaderry Site Agreement 2022.

[1] Manildra Energy Australia Pty Ltd (**the Employer**) has made an application for the approval of the *Manildra Bomaderry Site Agreement 2022* (**the Agreement**). The application was made under s.185 of the *Fair Work Act 2009* (**the Act**). The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings, a copy of which are attached as Annexure A to this decision. The undertakings can be accepted under s.190 of the Act because I am satisfied that they will not cause financial detriment to any employee covered by the Agreement and will not result in substantial changes to the Agreement. The undertakings are taken to be a term of the agreement pursuant to s.191 of the Act.

[3] Subject to the Employer’s undertakings, I am satisfied that each relevant requirement in sections 186, 187, 188 and 190 of the Act has been met.

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

[5] “Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union” known as the Australian Manufacturing Workers’ Union (**AMWU**), The Australian Workers’ Union (**AWU**), Australian Rail, Tram and Bus Industry Union (**RTBU**), Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (**CEPU**) were bargaining representatives for the Agreement and have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) I note that the Agreement covers the AMWU, AWU, RTBU and CEPU.

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 12 May 2023. The nominal expiry date of the Agreement is 30 March 2025.



DEPUTY PRESIDENT

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Annexure A

**IN THE FAIR WORK
COMMISSION**

Fair Work Act 2009 (Cth) ("FW Act")

Matter number:

AG2023/906

Employer:

**MANILDRA ENERGY AUSTRALIA PTY LTD
(Employer)**

Application:

Section 185 – Application for approval of a
single enterprise agreement, namely the
Manildra Bomaderry Site Agreement 2022
(Agreement)

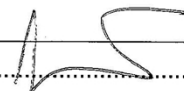

Authorised representative:

John Chilcott
Group Manager, Human Resources and
Safety

Undertaking- Section 190

For and on behalf of the Employer I, John Chilcott:

1. declare that I have:
 - a. authority to give this undertaking on behalf of the Employer,
 - b. sought the views of all bargaining representatives for this undertaking pursuant to s 190(4) of the FW Act,
2. understand that each undertaking is to be taken to be a term of the Agreement,
3. acknowledge that:
 - a. The Model Consultation Clause will be applied.
 - b. That the Agreement will commence 7 days after the approval by the Commission.
4. give the following undertaking/s with respect to the Agreement:
 - a. during the life of the Agreement, if a junior employee is employed he/she will be paid at 10% above the base rate of pay in the relevant Award for that employee;
 - b. during the life of the Agreement, the Employer will not employ any apprentices.

Date signed:	14 April 2023
For and on behalf of the Employer by: [In accordance with s.190(5) of the FW Act]	John Chilcott
Signature:	
Witness name:	Scott Gosper
Witness signature:	

Note - the model consultation term is taken to be a term of this agreement. This agreement is to be read together with an undertaking given by the employer. The undertaking is also taken to be a term of this agreement. A copy of these terms can be found at the end of the agreement.

MANILDRA BOMADERRY SITE AGREEMENT 2022

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2. TITLE

This Agreement shall be known as the Manildra Bomaderry Site Agreement 2022.

3. AREA, INCIDENCE AND PARTIES BOUND

3.1 Parties to this Agreement are:

- (a) Manildra Energy Australia Pty Ltd (“Company”);
 - (b) the employees of the Company employed within the classifications contained herein in the Company's operations in Bomaderry, New South Wales;
 - (c) The Australian Workers Union, New South Wales (“AWU”);
 - (d) The Australian Manufacturing Workers Union (NSW Branch) (“AMWU”);
 - (e) The Communications, Electrical Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (“CEPU”);
 - (f) The Rail, Tram and Bus Union (RTBU)
- (The AWU, the AMWU, CEPU and the RTBU will be collectively referred to as the “Unions”).

4. DATE AND PERIOD OF OPERATION

This Agreement shall take effect from the beginning of the first pay period commencing on or after 31 March 2022 and shall remain in force until 30 March 2025, or until renegotiated.

5. RELATIONSHIP TO PARENT AWARD

This Agreement rescinds and replaces The Manildra Group of Companies Bomaderry Site Agreement 2021 (AG2015/971) (the “2021 Agreement”) approved by the Fair Work Commission on 21 May 2021 and the nominal term of which expired on 31 January 2021.

Were it not for the operation of this Agreement, the terms and conditions of employment of the following awards would apply to the employees as relevant:

- * Manufacturing and Associated Industries and Occupations Award 2020
- * Food Beverage and Tobacco Manufacturing Award 2020
- * Rail Industry Award 2020

The Agreement shall be read and interpreted wholly in conjunction with the above Awards and the National Employment Standards (‘NES’), provided that to the extent of any inconsistency between the above Awards and this Agreement, the latter will prevail. However, to the extent that there is an inconsistency between the Agreement and the NES, the NES will prevail.

6. AIM OF AGREEMENT

- 6.1 The aim of this Agreement is to promote real gains in productivity, efficiency, flexibility and co-operation in the workplace. It also aims to facilitate continued progress on restructuring and training initiatives.
- 6.2 The parties recognise that workplace reform is necessary to improve Australia’s economic performance generally and that of the Company

in particular, through the consultative process.

6.3 The parties' objective is to achieve the following:

- (a) Simultaneous improvements in all workplace issues such as quality, technology, work organisation, management practice, product delivery and education/training through continuous learning.
- (b) Reduction of lost time through injury by the promotion of a safer and better working environment.
- (c) The establishment of closer links with customers and suppliers to ensure all aspects of the service chain are focused on customer needs and improved customer satisfaction through appropriate training.
- (d) In order to achieve the above it is agreed that the best people must be selected to fill casual and permanent positions.

6.4 The parties acknowledge a high level of co-operation between the Company and the employees and agree to the following commitments:

- (a) All employees will be required to maintain the cleanliness of the plant for factory hygiene and housekeeping and perform duties according to Good Manufacturing and Food Safety policies and practices. Cleaners and casual employees will clean and service air filters, top of the silos, top floor of the Starch Building, roof and yard, scrubber towers and assist with any abnormal spills and areas where harness or cherry pickers are required.
- (b) A Site Food Safety Committee will be formed consisting of management and employee representatives to carry out regular plant inspections of not less than once per month to ensure that hygiene and housekeeping meet the agreed food safety standards and policies.
- (c) All spray dryer activities will be carried out by permanent employees where practicable. Casual employees will only be engaged on the Spray Dryer where necessary and where there is no alternative.
- (d) Operators will learn duties associated with other areas within the limits of their skill competence and training and will assist in those areas as required and where it is practicable and reasonable to do so. Provided that this paragraph will not be used to promote de-skilling.
- (e) Employees will participate in the Company's training programs in; quality, operations, safety, sanitation and hygiene maintenance relating to the job. If the employee consents the employee may be trained and accredited in overload and circuit breaker re-setting and shall be available to reset overloads and circuit breakers in any area where the employee is trained and competent to do so. There shall be no additional allowance paid to an employee for re-setting overloads and circuit breakers as the parties agree that any such allowance is incorporated in the employee's weekly wage.
- (f) All new employees will be required to attend the Company's site induction program.
- (g) Each employee will be required to attend the Company's site induction program at least once in each year of his or her employment.

6.5 In addition:

- (a) Employees will be trained to and will routinely carry out safety inspections of work areas in regard to such matters as: the identification of safety hazards; placement and operability of fire extinguishers; operability of safety and personal protective equipment.
- (b) Employees will only be permitted to smoke in designated smoking areas and only during approved meal breaks. Smoking is not permitted in any other areas or at other times. Employees in breach of this paragraph will face disciplinary action which may include dismissal.
- (c) Employees will be required to participate in training in cross skilling in a broader range of skills within the employee's classification levels.
- (d) Employees will co-operate with any reasonable and practicable request to tip tapioca.
- (e) Work performed by casual employees will be reduced by better utilisation of full-time employees including requiring full time employees to work between sections.
- (f) Any other matters which are intended to reduce costs and improve the performance of the plant will be implemented following discussion between the Company and the employees.
- (g) The fire crew will be trained in the use of all fire safety equipment and techniques.

All members of the fire crew will be trained in the use of self contained breathing apparatus and rescue procedures.
- (h) Where employees are required to hold current High Risk Licence, the company will meet the cost of obtaining and maintaining these licences provided that the employee has renewed his/her licenses on time and/or attended the required training/testing sessions. The company will not make payment for any fees or fines related to the employees failure to attend the required training/testing sessions or certification or failure to renew the licence in the required time.
- (i) A Fitness for Work Program (Drug and Alcohol testing) will be developed and implemented within twelve (12) months of making the 2012 agreement. This program has been implemented.

7. AGREEMENT TO BE DISPLAYED

Copies of this Agreement shall be displayed in places readily visible and accessible to all parties covered by this Agreement.

8. NO EXTRA CLAIMS

Apart from commencing negotiations for a new Agreement to replace this Agreement, which will commence no earlier than nine months prior to the expiry date of this Agreement, neither the Company, employees or the Unions will, by any means whatsoever make any extra claims relating to benefits, conditions, obligations or other matters whether covered by this Agreement or not.

9. INDIVIDUAL FLEXIBILITY ARRANGEMENT

9.1 The employer and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms

of the Agreement if:

- (a) the arrangement deals with 1 or more of the following matters:
 - (i) any such individual flexibility arrangement may only deal with the taking of annual leave in single days (up to five days per annum);
- (b) the arrangement meets the genuine needs of the employee and the employer in relation to 1 or more of the matters mentioned in paragraph 9.1(a); and
- (c) the arrangement is genuinely agreed to by the employer and the employee.
- (d) Any such arrangement may not be made a requirement by an employer of any prospective employee gaining employment.

9.2 The employer must ensure that terms of the individual flexibility arrangement:

- (a) are permitted matters under section 172 of the Fair Work Act 2009;
- (b) are not unlawful terms under section 194 of the Fair Work Act 2009; and
- (c) result in the employee being better off overall than the employee would be if no arrangement was made.

9.3 The employer must ensure that the individual flexibility arrangement;

- (a) is in writing;
- (b) includes the name of the employer and the employee;
- (c) is signed by the employer and employee and if the employee is under 18 years Age, signed by a parent or guardian of the employee;
- (d) includes details of:
 - (i) the terms of the Enterprise Agreement that will be varied by the arrangement
 - (ii) how the arrangement will vary the effect of the terms;
 - (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
 - (iv) states the day on which the arrangement commences.

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

9.5 The employer or employee may terminate the individual flexibility arrangement:

- (a) by giving no more than 14 days written notice to the other party to the arrangement; or
- (b) if the employer and employee agree, in writing at any time.

9.6 Job-sharing arrangements will be considered on a case by case basis.

10. CONTRACT OF EMPLOYMENT

Employment shall be by the week. Any employee not specifically engaged as a casual employee in accordance with Clause 14 shall be deemed to be employed by the week.

11. NO DURESS

This Agreement has not been entered into under duress by any of the Parties.

12. HOURS OF WORK

12.1 Day work - ordinary hours

- (a) For day workers, an average thirty eight (38) hours per week averaged over a period of four (4) weeks shall constitute a week's work, which shall be worked not more than eight (8) hours per day between 6.00am and 6.00pm Monday to Friday inclusive.
- (b) Day Workers shall receive a rostered day off in accordance with clause 37.1 of this Agreement.
- (c) Starting and finishing times shall be set by mutual agreement between the Company and the employee(s) concerned, notwithstanding that if agreement cannot be reached between an individual employee and the Company, reference shall be made to the Dispute Settlement Procedure in Clause 28.
- (d) When a day worker is required to perform twelve (12) hour shift relief work, he/she shall be paid eight (8) hours at single time and 4 hours at double time for each such shift worked. Where this relief work follows a rostered shift pattern for eight (8) weeks or more, the employees shall be paid at fifty six (56) hours per week.

By mutual agreement with the area manager employees engaged in Shift Relief may bank hours from one week to the next.

12.2 12 hour shift work - ordinary hours

- (a) The twelve (12) hour shift roster comprises an eight week cycle of twenty eight twelve hour shifts, as detailed below:
 - Four weeks of 4 x 12 hour shifts per week;
 - Four weeks of 3 x 12 hour shifts per week;
- (b) The remuneration to an employee shall be averaged over the eight week cycle so that an employee receives payment of 56 hours per week. The average weekly pay is calculated as follows from an eight (8) week cycle:
 - Hours at single time $240 \text{ ordinary hours} / 8 = 30 \text{ hours/week}$.
 - Weekend Hours at double time $80 \times 2 / 8 = 20 \text{ hours/week}$
 - Rostered overtime $16 \times 2/8 = 4 \text{ hours/week}$
 - Single time hours for the two 21st shifts $16/8 = 2 \text{ hours/week}$.
- (c) Twelve (12) Hour Shift Workers shall be entitled to a rostered day off in accordance with clause 37.2 of this Agreement.

12.3 Shower time

Shift Work Employees are entitled to ten (10) minutes shower time before the normal finishing time, but Shift Employees must relieve each other on the job. Shower time must not affect the continuous operation of the plant.

Day workers will shower and change in their own time.

12.4 Change of shift arrangements

Except in the case of a genuine emergency, an employee shall be given forty eight (48) hours notice of a change of shift or a change from day work to shift work or shift work to day work unless the supervisor and the employee concerned agree to a lesser period of notice. This paragraph shall not apply to employees engaged to provide relief.

- 12.5 Daylight savings; Employees who work overnight when Daylight Savings starts and finishes will be paid for the hours they work. I.e. when daylight savings starts 12 hour Roster employees who work the night shift will lose 1 hours pay at double time. Those employees who work night shift when daylight savings finishes will be paid 1 hours pay at double time extra.

13. MEAL BREAKS

13.1 Day work employees

Day Work Employees shall be entitled to a morning tea break of thirty (30) minutes from 9am to 9.30am and a lunch break of thirty (30) minutes from 12 – 12.30pm. Where work priorities take precedence over these allotted times due to matters such as production requirements or safety then the meal breaks entitlements can be taken at other times by mutual agreement with their Supervisor.

13.2 Continuous shift employee working 12 hour shifts

A Continuous Shift Employee shall be entitled to a morning tea break of fifteen (15) minutes from 9.00am to 9.15am, a lunch break of twenty (20) minutes between 12 noon and 12.20pm and an afternoon tea break of fifteen (15) minutes between 3.00pm and 3.15pm. Where work priorities take precedence over these allotted times due to matters such as production requirements or safety then the meal breaks entitlements can be taken at other times by mutual agreement with their Supervisor.

14. TYPES OF EMPLOYMENT

14.1 Full-time employment

Any employee not specifically engaged as a fixed term, part-time or casual employee is for all purposes of this award a full-time employee, unless otherwise specified in this award.

14.2 Regular part-time employment

- (a) The Employer may employ regular part-time employees in any classification in this Agreement;
- (b) A regular part-time employee is an employee who:
 - works less than full-time hours of 38 per week;
 - works not less than three days per week and not less than 22.8 hours per week (or if as agreed between the parties);
 - has reasonably predictable hours of work; and
 - receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.

- (c) Before commencing part-time employment, the employee and employer must agree in writing:
 - (i) on the hours to be worked by the employee, the days on which they will be worked and the commencing and finishing times for the work; and
 - (ii) on the classification applying to the work to be performed.
- (d) Any agreed variation to the regular pattern of work will be recorded in writing;
- (e) The Employer is required to roster a regular part-time employee for a minimum of four consecutive hours on any shift;
- (f) An employee who does not meet the definition of a part-time employee and who is not a full-time employee will be paid as a casual employee;
- (g) The spread of ordinary hours of part time employees shall be the same as that applicable to full time employees in the section of the establishment in which they are employed. A part-time employee who is required by the employer to work in excess of the hours agreed under Clauses 18.3(c) and 18.3(d) must be paid overtime in accordance with Clause 19 - Overtime;
- (h) A regular part-time employee employed under the provisions of this clause must be paid for ordinary hours worked at the rate of 1/38th of the weekly rate prescribed for the class of work performed;
- (i) Where the part-time employee's normal paid hours fall on a public holiday and work is not performed by the employee, such employee must not lose pay for the day. Where the part-time employee works on the public holiday, the part-time employee must be paid the appropriate holiday rate in accordance with this Agreement.

14.3 Casual employment

- 14.3.1 A casual employee shall mean an employee engaged to work casual work from time to time, for up to thirty eight (38) ordinary hours per week.
- 14.3.2 A casual employee shall be employed by the hour. A casual operator for working ordinary time shall be paid at a minimum hourly rate of a Level 1 Employee rate shown in Appendix A (unless they are assessed at a higher competency level) for the work which they perform plus a casual loading of twenty five (25) per cent. After three months this shall be calculated on the basis of a Level 2 employee. A casual tradesman for working ordinary time shall be paid the hourly rate of a Level 5 fitter (or above by assessment) shown in Appendix A plus a casual loading of twenty five (25) per cent.
- 14.3.3 Casual employees shall be employed as such for no more than twelve (12) months at any one time, or otherwise by agreement between the casual employer and the Company.

14.4 Conversion of Casual Employment to Permanent Employment

- 14.4.1 A casual employee may convert their casual employment to permanent employment within 21 days after the employee's 12-month anniversary, if the employee:
 - has been employed by the employer for 12 months

- has worked a regular pattern of hours on an ongoing basis for at least the last 6 months
- could continue working these hours as a full-time or part-time employee without significant changes

14.4.2 The offer needs to be for the employee to convert to:

- full-time employment, if the employee's hours worked for at least the last 6 months have been the same as full-time hours, or
- part-time employment (consistent with the employee's regular pattern of hours worked for at least the last 6 months), if the employee's hours worked for at least the last 6 months have been less than full-time hours

14.5 Employees Responding to an Offer

To accept an offer to convert, employees need to respond in writing within 21 days after getting the offer. If they don't respond, it will be assumed the employee has declined the offer.

14.6 Fixed term employee

Through consultation, fixed term employees will be used for work and engaged for a period of time of up to 6 months with a renewable clause for a maximum period of twelve (12) months.

The contract operates for a specific period of time specified by the parties. When the agreed end date is reached, the contract will automatically expire without either party needing to terminate it.

14.7 Probationary employee

Employees will be on probation for the first 6 months of his or her employment. Employment will be on a daily basis at the weekly rate fixed and may be terminated for the first week at a days notice and subsequently, may be terminated on one weeks notice, or by payment in lieu or forfeiture of one weeks wages, as the case may be.

15. USE OF CONTRACTORS

15.1 The parties recognise that the Company engages contract labour. The company will use contract and/or supplementary labour for the purposes of leave relief, specialised tasks and as additional labour to supplement the permanent workforce to meet both production and maintenance requirements.

15.2 The company will endeavour to have a pool of Manildra employees with the capability to perform general duties and entry level shift relief in Production areas. For relief in shift production areas Manildra employees will be used where possible. Labour hire employees will also be used for general duties and peak operational requirements (such as non-continuous packing requirements). Labour hire employees may be transferred to Manildra casual employment if they are assessed as suitable, and have at least 3 months experience on site and where a vacancy exists for temporary relief. Where such a transfer occurs there should be no expectation of ongoing employment as a permanent Manildra employee.

15.3 The parties accept that in engaging contractors, the Company will not affect the job security of the permanent employees.

- 15.4 Prior to commencing work, the contractor and the contractor's employees shall undergo a formal induction course.

16. TERMINATION OF EMPLOYMENT

- 16.1 In order to terminate the employment of a permanent employee the employer shall give to the employee the following notice:

Period of Continuous Service	Period of Notice
1 year or less	1 week
1 year and up to the completion of 3 years	2 weeks
3 years and up to the completion of 5 years	3 weeks
5 years and over	4 weeks

- 16.2 In addition to the notice in sub clause 16.1 above, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, shall be entitled to an additional week's notice.
- 16.3 Payment in lieu of the notice prescribed in sub clause 16.1 above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- 16.4 The period of notice in this clause shall not apply in the case of dismissal for conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices, or employees engaged for a specific period of time or for a specific task or tasks.
- 16.5 The notice of termination required to be given by an employee is the same as that required of an employer except that there is no requirement on the employee to give additional notice based on the age of the employee concerned. If an employee fails to give the required notice, the Employer may withhold from monies due to the employee on termination under this Agreement, an amount not exceeding the amount the employee would have been paid under this Agreement in respect of the period of notice required by this clause less any period of notice actually given by the employee.
- 16.6 The Company shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of his or her employment and the classification of or the type of work performed by the employee.

17. PAYMENT OF WAGES

- 17.1 Wages shall be paid weekly on a day fixed by the Company other than a Saturday, a Sunday or a public holiday. Wages shall be paid no later than 5.00pm Thursday.
- 17.2 All wages shall be paid by Electronic Funds Transfer into an account nominated by the employee provided that the account so nominated has the facilities to accept payment by Electronic Funds Transfer.

18. SALARY SACRIFICE

- 18.1 The objective of this clause is to enable employees to make pre-tax contributions to superannuation through a salary sacrifice arrangement.

A salary sacrifice arrangement will only be available for superannuation purposes.

- 18.2 An employee may request the Company to make additional contributions into the fund nominated in accordance with clause 26 of this Agreement. These additional contributions are distinct from and in addition to the “Employer contributions” made by the Company in accordance with relevant superannuation guarantee legislation. For the purpose of this clause, these additional contributions will be referred to as “salary sacrifice contributions”.
- 18.3 On each occasion the Company makes a salary sacrifice contribution on behalf of an employee, that employee’s gross earnings will be reduced by an amount equal to the salary sacrifice contribution. For the purpose of this sub clause “occasion” means the calculation and processing of the normal pay period.
- 18.4 The minimum salary sacrifice contribution that an employee can make is \$20 per week. The maximum salary sacrifice contribution that an employee can make is an amount that, together with the Employer contributions, does not exceed the aged based tax deductibility limits provided by the relevant taxation legislation.
- 18.5 An employee may elect to amend salary sacrifice contributions twice annually being 1 January and 1 July.
- 18.6 For the purpose of determining whether or not an employee has been underpaid in relation to the rate of pay provided by this Agreement and any other industrial instrument that may apply, the amount of any salary sacrifice contributions made by the employee will be deemed to be part of their normal/ordinary wage.
- 18.7 For the purpose of calculating any of the following for an employee, the rate of pay used will be inclusive of any salary sacrifice contributions made by the employee:
- (a) Increase to rates of pay;
 - (b) Redundancy benefit;
 - (c) Annual leave and long service leave entitlements;
 - (d) Annual leave loading; and
 - (e) Overtime and shift payments.
- 18.8 In the event that the law governing superannuation and taxation changes in such a way as to make the objective of this clause ineffective, unattainable or illegal, the Company will advise the employees concerned and the salary sacrifice arrangement will be terminated.
- 18.9 The Company encourages any employee considering the salary sacrifice of superannuation to seek independent financial advice.

19. OVERTIME

19.1 Payment for working overtime

Day workers hourly paid

Hours worked in excess of the normal eight (8) hours per day shall be paid at double time. Hours worked on a Saturday or Sunday shall be paid at

double time. Payment for training is defined in Clause 41.

Shift workers hourly paid

Hours worked in excess of the normal shift hours as detailed in clause 12 shall be paid at double time.

Overtime will be paid on a weekly basis.

Payment for training is defined in Clause 41.

19.2 Requirement to work reasonable overtime

The Company may require any employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirement, unless the employee provides a reasonable excuse. Wherever possible, overtime shall be allocated on a fair and equitable basis.

19.3 Rest period after overtime

- (a) Except for the fact that the relief employee does not come on duty overtime work shall wherever reasonably practicable, be so arranged that the employee has at least ten (10) consecutive hours off duty between work of successive days.
- (b) If on the instruction of the Company such an employee resumes or continues work without having had such ten (10) consecutive hours off duty, the employee shall be paid at double rates until he/she is released from duty for such period, and he/she shall then be entitled to be absent until he/she has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

19.4 Call outs

- (a) A Day Work employee recalled to work overtime after leaving the Company's plant shall be paid a minimum of four (4) hours work at the appropriate rate.
- (b) If an employee is called out before 3.00am the employee is entitled to a ten (10) hour break after the work is completed.
- (c) If an employee is called out at or after 3.00am the employee will remain at work for the length of the employee's normal shift.
- (d) Exceptional circumstances such as multiple call outs or several call outs in succession will be dealt with by the employee and the manager responsible on a one-off basis.
- (e) Overtime worked in the circumstances specified in this sub clause shall not be regarded as overtime for the purpose of sub Clause 19.3 of this clause.
- (f) This sub clause 19.5 shall not apply to employees undertaking training in accordance with Clause 41, Training, of this Agreement.

19.5 Crib time

Day Workers An employee working overtime for four (4) hours or more where the overtime merges with completion of the employee's ordinary time for the day shall be allowed a crib time of twenty (20) minutes before commencing overtime and then after each four (4) hours of overtime worked.

19.6 Meal allowance

An employee required to work overtime for more than one and a half hours without being notified on the previous day or earlier that he will be so required to work shall be paid according to Appendix G for the first meal.

If overtime continues for a further four (4) hours, a meal allowance according to Appendix G shall be payable.

19.7 Fatigue Management Procedure

Refer to Appendix H

20. LONG SERVICE LEAVE

Employees shall be entitled to long service leave in accordance with the Long Service Leave Act 1955 (NSW). Long Service Leave will be paid at the employee's classified rate plus the weekly General Long Service Leave Allowance in accordance with Appendix G.

21. PERSONAL / CARER'S LEAVE

- 21.1 (a) Personal / carer's pay is paid at an employee's classified rate of pay plus shift allowance.
- (b) An employee other than a casual employee who is absent from his/her work on account of personal illness or injury, other than that covered by workers' compensation shall be entitled to personal / carer's pay, provided that:
- (i) Within twenty four (24) hours of the commencement of such absence the employee shall inform the employer of their inability to attend for duty, and as far as practicable, state the nature of the injury or illness and the estimated duration of the absence.
 - (ii) The employee shall prove to the satisfaction of the Company that they were unable on account of such illness or injury to attend for duty on the day or days for which personal / carer's leave is claimed.
 - (iii) For periods of personal/carer's leave of one (1) day or less, employees may claim their personal/carer's leave entitlements without the production of a Doctor's Certificate or statutory declaration. For periods greater than one (1) day, a Doctor's Certificate, Statutory Declaration or Chemist Certificate is required prior to payment. If an employee has had repetitive single day absences his/her attendance at work shall be reviewed by management and the employee's union. At the discretion of management he/she may be required to produce a Doctor's certificate for further single day absences. Where an employee has a single day absence immediately prior to or after a period of Annual leave or a Public holiday the employee is also required to produce a Doctor's Certificate.
 - (iv) All permanent employees shall be entitled to ten (10) days personal / carer's leave per year.
 - (v) Leave will be accrued on the basis of 1/26 of the number of ordinary hours worked for a year. The rate of payment of the

personal/carer's leave will be the same for each day irrespective of whether the employee is absent on a Saturday or Sunday.

- (vi) When an employee who works ordinary time on a Saturday or Sunday is sick on one of those days, the employee shall receive single time payment for the number of hours he or she would have worked and shall have an equivalent number of hours deducted from his or her personal / carer's leave entitlement. Provided that the employee may elect to receive payment of double time for the number of hours he or she would have worked and have double the number of hours he or she would have normally worked deducted from his or her personal / carer's leave entitlement.
 - (vii) Personal / carer's leave with the Company shall accumulate from year to year so that any balance of the period specified in clause 21.1 (b) (iv) hereof which in any year has not been allowed to an employee by that employer as paid personal / carer's leave may be claimed by the employee in a subsequent year. There shall be no time limit on the accumulation of sick leave.
- (c) A permanent employee covered by this agreement, who has not taken any personal / carer's leave in a year commencing 1 December each year shall receive after 1 December of the following year an ex gratia payment calculated in accordance with the following:
- (i) The employee's hourly classification rate times thirty eight (38);
 - (ii) The weekly shift allowance normally paid to the employee;
 - (iii) Supervision Allowance where applicable to the employee;
 - (iv) First Aid Allowance where applicable to the employee;
 - (v) Fire Crew Allowance where applicable to the employee.
- (e) Part payment for day worker and shift worker
- (i) Less than one day - two thirds of the payment referred to at clause 21.1 (c) or clause 21.1 (d) as the case may be.
 - (ii) Between 1 and 2 days - one third of the payment referred to in clause 21.1 (c) or clause 21.1 (d) as the case may be.
 - (iii) No payment for more than two (2) days taken of the payment referred to in clause 21.1 (c) or clause 21.1 (d) as the case may be.

21.2 Discretionary leave entitlements

- (a) The Company accepts that there may be occasions when it takes longer to recover from a serious but personal and temporary non-work related injury or illness, or medical surgery.
- (b) Where an employee has exhausted their leave entitlements and RDO's but remains unfit to resume their normal duties on a regular basis, an employee may apply for discretionary sick leave. Workers can maintain an accrued bank of 8 weeks annual leave for day workers and 10 weeks for shift workers (pro-rata for permanent part-time employees). Long Service Leave will not need to be accessed to be eligible for this clause.

- (c) In deciding the duration of any discretionary sick leave to be granted, each case will be considered on its own merits having regard to:
 - (i) The employee's own pattern of past attendance/past employment record,
 - (ii) Evidence of the nature of the employee's illness, the medical prognosis for recovery and the employee's efforts to sustain recovery,
 - (iii) The employee's commitment to cooperate in a return-to-work plan.
- (d) The employee will submit an application form to the Group Manager, Human Resources & Safety or the Site Manager.
- (e) After giving due consideration to the factors as mentioned above the Group Manager, Human Resources & Safety, or the Site Manager will make a determination of whether any additional leave is granted and if so, the length of such leave.
- (f) The employee will be regularly assessed during the period of the absence. A case review will be conducted in consultation with the employee. Where suitable alternative duties are available the employee may be directed to undertake those duties.
- (g) The employee will, if required, authorise release of medical records, to the Company's doctor and will allow discussion between the Company's doctor and the employees treating doctor. In certain circumstances, employees may be required to undertake a Company arranged and funded examination.
- (h) Payments made under this clause are paid in anticipation that the employee will be returning to work. Nothing in this clause, or the process, will affect the Company's right to terminate the employment of the employee in appropriate circumstances. Payments during the discretionary sick leave period will be paid at the employee's base weekly pay.
- (i) As a general rule, benefits under Clause 21 will not exceed twenty six (26) weeks paid leave. In exceptional cases, and at its discretion, the Company may increase the amount of discretionary sick leave allowed to an employee.

22. CARERS LEAVE

22.1 Use of personal leave for carer's leave

- (a) An employee other than a casual employee with responsibilities in relation to either members of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this clause, any carer's leave entitlement which accrues after 30 August 1996 for absences to provide care and support for such persons when they are ill.
- (b) The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under

this sub clause where another person has taken leave to care for the same person.

- (c) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
- (d) The entitlement to use carer's leave in accordance with this clause is subject to:
 - (i) the employee being responsible for the care of the person concerned; and
 - (ii) the person concerned being either:
 - A. a spouse of the employee; or
 - B. a de facto spouse who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - C. a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - D. a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - E. a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
 - (Ei) "relative" means a person related by blood, marriage or affinity;
 - (Eii) "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - (Eiii) "household" means a family group living in the same domestic dwelling.
- (e) An employee may only, for the purpose of this clause, use carer's leave accrued from 30 August 1996.

22.2 Use of unpaid leave for the purpose of carer's leave

- (a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in paragraph (d) of sub clause (22.1) who is ill.

22.3 Use of annual leave for the purpose of carer's leave

- (a) An employee may elect with the consent of the employer, subject to the Annual Holidays Act 1944 (NSW), provided that this results in a better outcome than under the Fair Work Act 2009 (Cth) as amended, otherwise the provisions of the Fair Work Act (2009) apply to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties, for the purpose of carer's leave only.
- (b) Access to annual leave, as prescribed in paragraph (a) of this sub clause, shall be exclusive of any shutdown period provided for elsewhere under this award.
- (c) An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

22.4 Taking time off as carer's leave in lieu of payment for overtime

- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election for the purpose of carer's leave only.
- (b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is, an hour for each hour worked.
- (c) If, having elected to take time as carer's leave in accordance with paragraph (a) of this sub clause, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.
- (d) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the award.

23. BEREAVEMENT LEAVE

23.1 An employee shall be entitled to a maximum of five (5) day's leave at the employee's classified rate of pay on each occasion and on production of satisfactory evidence of the death in Australia of a person as prescribed at clause 22.1 (d) (ii) E Carer's Leave of this agreement. Casual employees are entitled to be absent without pay in the circumstances described in this agreement.

23.2 This leave shall not accumulate.

24. JURY SERVICE

24.1 An employee required to attend for jury service during his/her ordinary working hours shall be reimbursed by the Company an amount equal to the difference between the amount paid in respect of the employee's attendance for such jury service and the amount of wages the employee would have received in respect of the ordinary time that employee would have worked had that employee not been on jury service.

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

25. WORKERS COMPENSATION

- 25.1 The Company shall pay an employee accident pay where the employee receives an injury for which weekly payments of compensation are payable by or on behalf of the Company pursuant to the Worker's Compensation Act, 1987 as amended.
- 25.2 "Accident pay" means the employee's weekly wage, including allowances for a period of twenty six (26) weeks.
- 25.3 The Company shall pay or cause to be paid accident pay as defined in 25.2 during the incapacity of the employee arising from any illness or injury for a total of twenty six (26) weeks whether the incapacity is in one continuous period or not.
- 25.4 An employee shall not be entitled to any payment under this clause in respect of any period of paid annual leave or long service leave, or for any paid public holiday.
- 25.5 In the event that an employee receives a lump sum in redemption of weekly payments under the Workers Compensation Act, 1987, the liability of the Company to pay accident pay as herein provided shall cease from the date of such redemption.

26. SUPERANNUATION

- 26.1 Employees are entitled to choose a superannuation fund of their choice. The Company shall make superannuation contributions into that fund in accordance with the Superannuation Guarantee Legislation.
- 26.2 Default fund

In the event that an employee does not choose a fund by 30 June in a year of this Agreement, the Company will pay any employer superannuation contributions applicable, to the employee into the Australian Superannuation Fund.

27. DISCIPLINARY PROCEDURE

Disciplinary action is a means of correcting undesirable work behaviour and/or work performance with the view to improving the employees' performance and thereby retaining their services for the Employer. In some cases disciplinary action results in, or leads to, termination.

Employee/s whose performance is considered unsatisfactory will be dealt with in accordance with these Disciplinary Procedures. Communication between staff and their supervisor must occur regularly so that both work performance and employee satisfaction can be at the optimum level.

Employee files are a legal document which capture an employee's history of employment with the company. As such, a record of disciplinary action will be recorded on the employee file, including an outcome of either substantiated or unsubstantiated.

27.1 Informal Discussion

This step should be most frequently used to outline relevant Employer rules and requirements and correct Employee behaviour. The Employee must be informed that this step is taking place.

Continued informal discussions for the same or similar conduct by the Employee could progress to a formal process. The need to progress to a formal process will be determined by the supervisor and will include consideration of the nature of the Employee's conduct, the frequency of informal discussions and the Employee's response to previous informal discussion/s. Dependent on the severity of the underperformance or misconduct, formal processes may be adopted after a single occurrence of informal discussion.

27.2 Disciplinary Interview

Persons alleged to have engaged in workplace misconduct or are subject to continued underperformance concerns, will be invited to a formal investigation meeting (formal process). Such persons have the option to appoint, for the purpose of supporting them during the process, another person, organisation or association. This may include the employee's Union. A minimum of twenty four (24) hours notice shall be provided to the employee for the purpose of arranging a support person to be in attendance.

An investigation interview is conducted with an employee, relevant supervisor or manager and if warranted, the Manager Human Resources & Safety or delegate, where there is a likelihood of disciplinary action being taken. The purpose of the interview is to provide the employee with an opportunity to respond to the allegation/s and provide their version of any allegation of undesirable work behaviour and/or work performance and to allow any explanation of mitigating circumstances from the employee. The disciplinary interview is to be used to assist in making the decision whether to take disciplinary action. The application of the provisions of this clause shall be subject to the operation of the Fair Work Act 2009 and as such, principles of procedural fairness will apply including providing an employee with fair and reasonable notice of an intent to meet. The parties to the Agreement shall observe the following Disciplinary Procedures set out in this Agreement.

27.3. Disciplinary Procedures — Probationary Period

Where a new employee's work behaviour and/or work performance is unsatisfactory within the probationary period of employment, an interview is to be conducted with the employee by the relevant supervisor or Manager and if warranted, the Manager, Human Resources and Safety or delegate.

If a satisfactory explanation is not provided by the employee, a review period of one month is to be given in conjunction with a performance review, indicating that termination of employment may result.

If there has been no substantial improvement during the review period the employee's employment may be terminated.

27.4 Other Disciplinary Action

- (a) This would normally cover unsatisfactory work performance, unsafe work practices, wilfully failing to abide by reasonable and lawful directions, excessive absenteeism, abuse of sick leave entitlement, lack of reasonable productivity, inappropriate attitude to customers or other staff, disruptive behaviour or other activities not in keeping with Manildra Group policy, but not warranting summary dismissal;

- (b) If the relevant supervisor or Manager considers that an employee's services are unsatisfactory there will be a formal verbal warning, (period six (6) months). A record of counselling will be issued to the Employee, with a copy being placed upon the Employee's file, to ensure that the Employee understands the need for improvement in his/her behaviour or performance;
- (c) If this warning is not successful and the pattern has persisted the following formal steps should be taken:
 - (i) First Formal Warning and Review Period - The employee is interviewed by the relevant supervisor or Manager and if warranted, the Manager, Human Resources and Safety or delegate and a warning given, confirmed in writing by the Manager, Human Resources and Safety or delegate. A copy is placed on the employee's personal file. The interview should be a frank and fair one aimed at solving the problem but clearly issuing the first formal warning. A review period is set, the length being varied to suit the circumstances.
 - (ii) Second Formal Warning and Review Period - If the employee has not improved to a satisfactory degree the employee is to be interviewed by the relevant Manager and the Manager, Human Resources & Safety or delegate. The second and final warning letter is to be signed by the Manager, Human Resources & Safety and a second review period is set. This interview and warning letter should clearly indicate that unless there is substantial improvement in the problem areas, then action will be taken to terminate the employee's services. This letter is to be placed on the employee's personal file;
- (d) At the end of the Second Review Period - If there is still no sustained improvement at the end of the second formal review period, the matter should be referred to the Manager, Human Resources & Safety for discussion and if warranted, termination of the employee's service.
- (e) Written warnings will expire after a period of 12 months, but will remain on file.

27.5 Suspension of an Employee

An employee may be suspended by the Employer for the purposes of the Employer investigating allegations made against the employee in relation to conduct committed in the course of employment. Any suspension will only be for as long as required for the purposes of investigating the allegation, and the employee will continue to receive full pay during the suspension period.

27.6 Summary Dismissal

When an employee is found guilty of conduct that constitutes serious and wilful misconduct, the employee may be summarily dismissed. A summary dismissal is an instant dismissal where the employee's employment is terminated with immediate effect, without payment of notice or any other entitlements accrued by the employee (other than statutory entitlements).

Conduct that may constitute Serious and Wilful Misconduct, justifying summary dismissal, includes, but is not limited to, the following:

- (a) Assault or other criminal behaviour, including theft;
- (b) Sexual harassment, other offensive or harassing behaviour;
- (c) Not carrying out health and safety obligations;
- (d) Attending work whilst under the influence of drugs and / or alcohol;
- (e) Gross insubordination to a supervisor / manager;
- (f) Wilful disobedience of a lawful and reasonable instruction;
- (g) Unauthorised use of confidential information i.e. Manildra Group or staff personal information; or
- (h) Falsification of any records, including but not limited to timekeeping records, medical certificates etc.

28. DISPUTE SETTLEMENT PROCEDURE

28.1 This clause relates to any dispute about any matter arising under this Agreement or in relation to the National Employment Standards contained in the Fair Work Act 2009 (Cth).

28.2 General grievances

- (a) In the first instance, an employee wishing to raise a grievance which directly affects the employee shall raise the matter with his/her immediate supervisor.
- (b) If the issue remains unresolved, it will pass into the formal stages of the grievance or disputes settlement procedure. During the application of this procedure, there will be a genuine commitment by the parties to ensure that work continues as normal prior to the dispute.
- (c) Where the employee/s so desire, the employee may appoint a representative (such as a union delegate) to be involved from the outset of the procedure.

28.3 Formal disputes procedure

- (a) To enable claims, problems and disputes to be progressed while work proceeds normally, the following procedures will apply.
- (b) From time to time a grievance or dispute may occur which threatens good working relations.
- (c) Those involved shall confer in good faith with a view to resolving the matter by direct negotiation and consultation.
- (d) Where practical, responses to stages 1, 2 and 3 should occur within 24 hours.
- (e) When a dispute arises it is to be dealt with according to this procedure. While the dispute is being dealt with work shall continue normally. In order to allow for the peaceful resolution of grievances, the parties shall be committed to avoid stoppages of work, lockouts or any other bans or limitations on the performance of work.

Stage 1

Any grievance or disputes which arise will, when possible, be settled by discussion on the job between the employees and the Supervisor.

Stage 2

Failing settlement at Stage 1, the grievance will be further discussed between the union delegate/s and Company management.

Stage 3

Failing settlement at Stage 2, the Company management representative will be involved in further discussions with the local union organiser.

Stage 4

If the matter remains unresolved it shall be referred to Fair Work Australia for conciliation in accordance with the Fair Work Act 2009. If the matter still remains unresolved either party can request arbitration.

(f) The right is reserved to the parties to vary the procedures set out in this clause where a genuine work health and safety issue is raised.

29. WAGE INCREASES

29.1 Employees will receive the following wage increases effective from the dates below. These increases will be made on the employee's hourly wage and on the allowances shown at Appendix E effective at the time of giving of the increases and shall be payable on the first pay period on or after these dates.

30 March 2022 - 4%

30 March 2023 - 4%

30 March 2024 - 4%

30. CLASSIFICATIONS

30.1 The parties recognise and agree that the classification structure is to be reviewed every twelve (12) months, by the relevant work group. The classification structure is a controlled document.

30.2 Higher Duties

Where an employee is required to carry out all the duties of a higher classification for two hours or more then they will be paid at the higher classification rate for that shift or shifts.

Preferably, an employee can only carry out higher duties for the level immediately above their existing level.

30.3 The parties agree all employees can be assessed to progress between levels by their immediate supervisor, with remuneration from the date of notification of their competency at the higher level. Competencies can be referenced in the work areas classification document.

31. PUBLIC HOLIDAYS

31.1 For each holiday below an employee shall receive eight (8) hours pay at the employee's classified rate. Provided however, that if any other day be, by a State Act of Parliament or State Proclamation substituted for any of the said holidays, the day so substituted shall be observed instead.

If an employee is not rostered to work and is called into work, the Public Holiday payment will be a minimum of 4 hours and then hour for hour up to

a maximum of 8 hours.

- New Year's Day
- Australia Day
- Good Friday
- Easter Saturday – The eight (8) hours Public Holiday pay only applies to employees who work on Easter Saturday. Employees who do not work on Easter Saturday do not receive the 8 hours Public Holiday pay.
- Easter Sunday – The eight (8) hours Public Holiday pay only applies to employees who work on Easter Sunday. Employees who do not work on Easter Sunday do not receive the 8 hours Public Holiday pay.
- Easter Monday
- ANZAC Day
- Queen's Birthday
- Labour Day
- Christmas Day
- Boxing Day

31.1.1 Payment for public holidays, refer to Appendix J

- 31.2 From 31 December 2011, the Holiday Act provides for an extra public holiday to be added when New Year's Day, Christmas Day or Boxing Day falls on a weekend. Where New Year's Day, Christmas Day or Boxing Day falls on a weekend, these days shall be observed on the following Monday and/or Tuesday. Only employees who work the particular day will be entitled to payment for the day and its gazetted extra day. Employees who do not work on New Year's Day, Christmas Day or Boxing Day will receive the 8 hours public holiday pay for the gazetted extra day only.
- 31.3 Provided that when the Company terminates the employment of an employee except for reasons for misconduct or incompetence (proof of which shall lie upon the Company), the Company shall pay the employee a day's ordinary wages for each holiday which falls within ten (10) consecutive days after the day of termination.
- 31.4 All work performed on any of the holidays prescribed in this clause or substituted in lieu thereof, shall be paid for at the rate of double time.
- 31.5 An employee shall be entitled to an additional day per year to be known as the Union picnic day. This day shall be taken on the relevant Unions agreed Picnic Day. All work performed on the Union picnic day shall be paid for at the rate of double time.

32. ANNUAL LEAVE

- 32.1 Day work employees shall be entitled to 152 hours annual leave.
- 32.2 Twelve (12) hour shift employees shall be entitled to 190 hours annual leave. Where a shift worker is rostered off during a public holiday, that employee shall receive one extra day's annual leave or payment in lieu

thereof. This shall not attract annual leave loading in sub clause 32.3.

32.3 An employee,

32.3.1 who is an existing employee as at 1 January 2012, upon taking of annual leave, shall be paid an averaged rate equal to the last financial year's (1 July - 30 June) gross earnings;

(a) For the avoidance of doubt, the annual leave rate is worked out using the following formula:

1. Gross earnings excluding annual leave payments and extra ordinary payments;
2. The number of weeks of annual leave taken by an employee subtracted from 52;
3. Gross dollar figure from step 1 divided by the nett weeks remaining from step 2;
4. The figure from step 3 divided by 38;

Extraordinary payments include, but are not limited, to cashed in RDO's, cashed in annual leave, bonus payments for sick leave; **or**,

(b) paid in addition to their classified rate a 28% loading;

Provided that the employee shall be paid at the highest rate above, but not both.

32.3.2 who is employed after 1 January 2012, upon taking of annual leave, shall be paid, excluding overtime;

(a) the wages worked out on the basis of what the employee would have been paid under this agreement for working the hours during the period of annual leave, including allowances, loadings and penalties paid for all purposes of the agreement, first aid allowance and any other wages payable under the employees contract of employment; **or**

(b) paid in addition to their classified rate a 28% loading.

Provide that the employee shall be paid at the highest rate above, but not both.

32.4 Annual leave shall be given and taken in accordance with the Annual Holidays Act 1944 (NSW), provided that this results in a better outcome than under the Fair Work Act 2009 (Cth) as amended, otherwise the Fair Work Act provisions apply.

32.5 A day work employee who works ordinary hours on Sundays and Public Holidays as part of a continuous roster shall be allowed an additional 38 hours of annual leave, provided the employee works the continuous roster for the entire year. An employee who works on a continuous roster for part of the year and on a non continuous roster for the remainder of the year shall be allowed additional leave calculated as a pro rata of 38 hours on the basis of the proportion of the year spent working the continuous roster to one year.

32.6 Taking of annual leave for shift workers – shift workers will take annual leave in periods of one shift rotation within one pay week ('Block'). Annual leave taken in a Block will be deducted at 38 hours and paid at 54 hours at the rate of pay set out in clause 32.3 above. If annual leave is taken for a

period of less than a Block, it must be taken on a shift by shift basis and can not be less than 12 hours per shift.

For any approved leave taken by an employee the calculation is as follows:

	PAYMENT	DEDUCTION
• Full week shift block	54 hours	38 hours
• Weekday shifts	12 hours	12 hours
• Weekend shifts	18 or 24 hours	Minimum 12 hours

32.7 Employees will not accrue flexi-time whilst on annual leave.

33. LEAVE RELIEF FOR MAINTENANCE WORKERS

Where a maintenance worker is absent for more than one week he or she may be replaced by a contractor or casual if deemed necessary. The decision on whether the replacement is necessary will be made by the leading hand of the section in conjunction with the Maintenance Manager.

34. LEAVE WITHOUT PAY

34.1 With the approval of the company, a full time or permanent part - time employee with at least three years of continuous service may elect to take up to three months of leave without pay, subject to the following:

- (a) The employee has completed at least three years of continuous service with the Company at the date of applying for the leave;
- (b) The period of leave shall be one continuous period of no more than three months;
- (c) The Company retains the right to refuse an application for leave without pay;
- (d) Leave without pay does not count as service for any purpose of this Agreement;
- (e) Following the period of leave, the employee has the right to return to the job he or she performed prior to taking the leave, or, if his or her previous job no longer exists, a job as close to his or her previous job as is available;
- (f) Nothing in this clause affects the right of the Company to grant other leave without pay to an employee who has exhausted all other leave entitlements.

35. INTRODUCTION OF CHANGE

35.1 Company's duty to notify

- (a) Where the Company has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the Company shall notify the employees who may be affected by the proposed changes and the union to which they belong.
- (b) 'Significant effects' include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required, the elimination or reduction of job opportunities, promotion opportunities, job tenure, the alteration of

hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

35.2 Employees' ability to appoint representative

- (a) The relevant employees may appoint a representative for the purposes of the procedures in this clause. For the avoidance of doubt, a relevant employee may be represented by the union to which they belong.
- (b) If:
 - (i) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (ii) the employee or employees advise the Company of the identity of the representative; the Company must recognise the representative.

35.3 Company's duty to discuss change

- (a) The Company shall discuss with the employees affected and, if relevant, their representative(s), the introduction of the changes referred to in Sub Clause 35.1 above, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the union in relation to the changes.
- (b) The discussion shall commence as early as practicable after a definite decision has been made by the Company to make the changes referred to in Sub Clause 35.1 of this clause.
- (c) For the purpose of such discussion, the Company shall provide to the employees concerned and their representatives all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that the Company shall not be required to disclose confidential information the disclosure of which would adversely affect the Company.

36. REDUNDANCY

36.1 Application.

- (a) This clause shall apply in respect of full time and part time employees.
- (b) Notwithstanding anything contained elsewhere in this clause, this clause shall not apply to employees with less than one year's continuous service and the general obligation on the Company shall be no more than to give such employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.
- (c) Notwithstanding anything contained elsewhere in this clause, this clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated

due to the ordinary and customary turnover of labour.

36.2 Discussions before terminations

- (a) Where the Company has made a definite decision that the Company no longer wishes the job the employee has been doing to be done by anyone, and that decision may lead to the termination of employment, the Company shall hold discussion with the employees directly affected and with the union to which they belong.

36.3 Termination of employment

- (a) Notice shall be given as per the notice given in Clause 16, Termination of Employment.
- (b) Time off during the notice period.
 - (i) During the period of notice of termination given by the Company, an employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purposes of seeking other employment.
 - (ii) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the Company, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.

- (c) Employee leaving during the notice period.

If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments under this clause had the employee remained with the Company until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

- (d) Statement of employment.

The Company shall, upon receipt of a request from an employee whose employment has been terminated in accordance with this clause, provide to the employee a written statement specifying the period of the employee's employment and the classification of or the type of work performed by the employee.

- (e) Severance pay

- (i) Where an employee is to be terminated pursuant to this clause, he/she shall be entitled to four weeks pay for each completed year of service. A pro rata entitlement shall be paid for any incomplete year of service. Employees with less than 12 month's service shall be entitled to a pro rata entitlement for that service.
- (ii) 'Weeks pay' means the all-purpose rate of pay for the employee concerned at the date of termination and shall include, in addition to the ordinary rate of pay, over award payments, shift penalties and allowances provided for in this Agreement.

- (f) Subject to section 101 of the Fair Work Act, an employee who is terminated pursuant to this clause shall be paid the value of sick leave accumulated and not taken by him or her prior to 1 February 1993.

(g) Mechanisation and/or technological changes

Where, on account of the introduction or proposed introduction by the Company of mechanisation or technological changes in the industry in which the employee is engaged, the Company terminates the employment of an employee who has at least 12 month's service, the Company shall give the employee three months notice of the termination of his/her employment, plus Severance Pay in accordance with 36.3(e), provided that if the Company fails to give such notice in full;

- (i) The Company shall pay the employee at the applicable rate of pay applicable under this Agreement for a period of the notice given; and
- (ii) The period of notice required by this clause to be given shall be deemed to be service with the Company for the purpose of the Long Service Leave Act 1955 (as amended), and the Annual Holidays Act (1944) (NSW).

(h) The Company's right to summarily dismiss an employee for malingering, inefficiency, neglect of duty or misconduct shall not be prejudiced by the fact that the employee has been given notice pursuant to this clause of the termination of the employee's employment.

(i) Alternative Employment

Subject to an application by the Company and further order of Fair Work Australia, the Company may pay a lesser amount (or no amount) of severance pay than that contained above if the Company obtains acceptable alternative employment for an employee.

37. ROSTERED DAYS OFF

37.1 Day workers

- (a) The ordinary working hours shall be worked in accordance with Clause 12 as a twenty (20) day working cycle of eight hours, with 0.4 of one (1) hour of each day worked accruing as an entitlement to take one (1) paid day off per monthly cycle as nominated by the Company.
- (b) For day workers and shift workers working eight (8) hour shifts, it is understood between the parties that twelve (12) rostered days off per year, at eight (8) hours per day shall be accrued.
- (c) In the case of termination the balance of all such accrued hours shall be paid to the employee.
- (d) The accrued rostered days off prescribed in Sub Clause 37.1 (a) shall be taken as a paid day off provided that the day may be worked where that is required by the Company and such work is necessary to allow other employees to be employed productively or to carry out maintenance outside ordinary working hours because of unforeseen delays to a particular project or a section of it or for other reasons arising from unforeseen or emergency circumstances on a project in which case another day shall be substituted for the rostered day off.

37.2 Shift workers

- (a) It is understood between the parties that for employees working twelve (12) hour shifts eight (8) rostered days off per year, at twelve (12) hours per day shall be accrued.
 - (b) In the case of termination the balance of all such accrued hours shall be paid to the employee.
 - (c) The accrued rostered days off prescribed in clause 37.2 (a) shall be taken as a paid day off provided that the day may be worked where that is required by the Company and such work is necessary to allow other employees to be employed productively or to carry out maintenance outside ordinary working hours because of unforeseen delays to a particular project or a section of it or for other reasons arising from unforeseen or emergency circumstances on a project in which case another day shall be substituted for the rostered day off.
- 37.3 Banking of up to 12 rostered days off is allowed by agreement between the Company and the individual employee. Following discussion with the employee, the Company reserves the right to pay out RDO's accrued in excess of the 12 days per annum. An agreed plan will be developed for those employees with excessive accruals.

38. FOOTWEAR / PROTECTIVE CLOTHING

- 38.1 The Company has entered into an arrangement with a clothing provider to provide a clean set of clothes each day for all permanent employees on the site. All employees are required to change their clothes daily and place the soiled clothing in an appropriate receptacle for collection by the laundry providers.
- 38.2 The Company shall provide free of charge to employees the following:
- | | |
|---------------------|---------------------|
| Sloppy Joe | 1 per year |
| Belt | 1 per year |
| Socks | 3 pairs per year |
| Protective Footwear | 2 pairs per year |
| Winter Jacket | 1 every second year |
- In the case of maintenance workers they shall be provided with 2 Sloppy Joes and 1 winter jacket every year.
- 38.3 Other protective clothing which is not part of normal issue such as gumboots will be supplied on an as required basis and this issue must be authorised by the relevant departmental manager.
- 38.4 The laundering of the sloppy-joe, winter jacket, socks and other personal clothing are the responsibility of the employee.
- 38.5 In cases where an individual item of clothing genuinely requires replacement within the replacement time-frame stated above then the employee may apply to the Company for replacement of the item of clothing provided it is a genuine case based on fair wear and tear.
- 38.6 The Company will provide prescription safety glasses as required. The Company will arrange for replacement of the prescription safety glasses if they have been shown to be damaged. The Company reserves the right to choose the supplier of the prescription safety glasses.

39. HEALTH AND SAFETY COMMITTEE

A Health and Safety Committee has been formed to give guidance to the Company on safety related matters.

40. EMPLOYEE REPRESENTATIVE TRAINING

Employees, elected by his or her organisation are to be given time off and paid time and expenses where the course is not paid for by the Company up to and including ten (10) days per year for employee representatives to attend courses conducted by or authorised by their organisation, to which they belong. The Company may require proof of attendance at the course from the employee.

The employer shall recognise union delegates who have been appointed by employees covered by the Agreement and whose names have been forwarded to the employer by the union. Such recognition, shall include, apart from other delegate's rights arising under this Agreement, allowing the delegates necessary paid time during working hours to speak to employees about grievances arising out of employment and to make representations to the employer on those matters affecting the employees whom the delegate/s represent

Trade Union Training Leave. Union Delegates covered by this Agreement and nominated by one of the unions shall be allowed appropriate paid leave to attend trade union training courses conducted or approved by the union.

The granting of leave pursuant to subclause 40 shall be subject to the employee or the relevant union giving not less than two weeks notice of the intention to attend such course, or such lesser period of notice as may be agreed by the Employer.

The company agrees to payment of an authorised union delegate when the delegate is required to attend the FWC to participate in a conference or hearing in response to a dispute with the Company which has been notified with the FWC. The payment to a delegate is restricted to;

- Payment to one delegate only for each union in attendance.
- The delegate will be paid a maximum of one day's pay where they are required to attend the FWC. The payment is limited to one day's pay per attendance for day shift and shift workers.
- Where a delegate attends the FWC and requires 2 shifts off to attend the delegate may take an RDO for the second shift.
- No payment will apply to any delegate who attends the FWC on a day that the delegate was not rostered to work.
- No penalty provisions or expenses of any type will apply to the payment.
- Payment to the delegate will only apply where the dispute resolution procedure contained in the EBA has been followed by the union prior to the dispute being lodged.

41. TRAINING

41.1 All training will be accredited and / or competency based. Employees will demonstrate competency against the required standards in the relevant classification structure and will be subject to an ongoing verification of competency (VOC).

Additional training may be required to assist in re-accreditation. Employees will acquire and maintain all the skills necessary to enable the competent

performance of their duties as well as any additional skills necessary to keep up to date with new technology, systems and methodologies.

The Company agrees to an appeals process if an employee believes their progression is being restricted or incorrectly reviewed.

- 41.2 Except where an employee attends training outside of his or her ordinary hours of work, all training shall be paid at single time at the employee's hourly rate of pay for day workers and shift personnel.

For the purposes of this agreement, training includes on the job training, classroom training on site, external training other than that detailed in sub clause 41.3 below.

Single time training will include, but not be limited to:

Work Health & Safety Training

Mobile Equipment Training - Food Safety & Good Manufacturing Training

Operational Systems Training

Warehouse Training -Electrical Systems Training

Mechanical Systems Training

Other Maintenance Training

Quality Training -Plant Expansion HAZOP studies and other studies associated with proposed expansions

Environmental Training

New Plant Commissioning Training, and

Any other training that the Company wishes employees to undertake to improve operator knowledge and skills, plant efficiency, plant conditions and work practices.

- 41.3 Where an employee is required by the Company to attend training outside of his or her ordinary hours, he or she will be paid at double time for the time spent in the training.

- 41.4 Personnel wishing to further their education utilising TAFE and other tertiary education facilities can request approval from the Company in writing.

Where the Company agrees in writing that such training is of benefit to the Company the employee shall be paid up to 3 hours per week single time for Company approved external training provided that the employee shall also attend a minimum of 3 hours per week unpaid training.

- 41.5 Course fees for training approved under sub clause 41.4 shall be reimbursed up to a maximum of \$1020 per year upon presentation of the employee's course results for the year and the course fee receipt.

- 41.6 Materials and textbooks shall be paid for by the employee.

- 41.7 Apprentices will be released for training as required by the appropriate training institution and by agreement with the Company.

42. MEETINGS

An employee attending Company organised meetings outside their rostered hours shall be paid at double time including representative meetings.

43. ANTI DISCRIMINATION

- 43.1 It is the intention of the parties bound by this award to seek to achieve the objects in section 336 of the Australian Fair Work Act 2009 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and carer's responsibility.
- (a) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfillment of these obligations for the parties to make application to vary any provision of the Agreement which, by its terms or operation, has a direct or indirect discriminatory effect.
 - (b) Under the Anti-Discrimination Act, 1977 (NSW) it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
 - (c) Nothing in this clause is to be taken to affect:
 - (i) any conduct or act which is specifically exempted from anti-discrimination legislation.
 - (ii) offering or providing junior rates of pay to persons under 21 years of age.
 - (iii) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the Anti-Discrimination Act 1977.
 - (iv) a party to this award from pursuing matters of unlawful discrimination in any state or federal jurisdiction.
 - (d) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES

- (i) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (ii) Section 56(d) of the Anti-Discrimination Act 1977 provides:

“Nothing in the Act affects any other act or practice of a body established to propagate religion that confirms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion.

44. EQUAL EMPLOYMENT OPPORTUNITY

- 44.1 The Company is committed to equal employment opportunity and aims to provide a work environment where employees are treated fairly and with respect. Employees are required to comply with the Company's EEO Policy, which prohibits unlawful harassment and discrimination.
- 44.2 If an Employee feels they have suffered discrimination or harassment, he

or she should raise the issue in accordance with the Complaint Handling Procedure contained in the Company's EEO Policy.

45 FAMILY and DOMESTIC VIOLENCE LEAVE

45.1 An employee, including a casual employee, is entitled to family and domestic violence leave in accordance with the NES (that is, up to 10 days of paid leave in a 12 month period).

45.2 The employee must give the Company notice as soon as reasonably practicable of their request to take leave under this clause.

45.3 The Company can request the employee to produce evidence that establishes that the employee took the leave to deal with family and domestic violence. If the employee does not provide the requested evidence, the leave may not be approved.

45.4 The evidence has to convince a reasonable person that the employee took the leave to deal with the impact of family and domestic violence.

Appendix A

EBA LEVELS at March 2022

38hr Week Employees

38hr Week Employees

Increase	4.0%				
Level	Hourly Rate	Shift	Supervisors	Weekly	Annualised
Operators (Pre 1 Feb 15)					
1	31.49	112.57		1,309.19	68,077
2	34.36	118.04		1,423.72	74,033
3	34.64	118.56		1,434.88	74,613
4	34.86	119.01		1,443.69	75,071
4 Supervisor	34.86	119.01	69.60	1,513.29	78,691
4a	35.76	120.68		1,479.56	76,937
5	36.36	121.83		1,503.51	78,182
5 1/2 Supervisor	36.36	121.83	34.80	1,538.31	79,992
5 Supervisor	36.36	121.83	69.60	1,573.11	81,802
5 Senior Supervisor	36.36	121.83	109.36	1,612.87	83,869

EBA LEVELS at March 2023

38hr Week Employees

38hr Week Employees

Increase	4.0%				
Level	Hourly Rate	Shift	Supervisors	Weekly	Annualised
Operators (Pre 1 Feb 15)					
1	32.74	117.07		1,361.19	70,782
2	35.74	122.76		1,480.88	77,006
3	36.03	123.30		1,492.44	77,607
4	36.25	123.77		1,501.27	78,066
4 Supervisor	36.25	123.77	72.38	1,573.65	81,830
4a	37.19	125.51		1,538.73	80,014
5	37.81	126.70		1,563.48	81,301
5 1/2 Supervisor	37.81	126.70	36.19	1,599.67	83,183
5 Supervisor	37.81	126.70	72.38	1,635.86	85,065
5 Senior Supervisor	37.81	126.70	113.73	1,677.21	87,215

EBA LEVELS at March 2024

38hr Week Employees

38hr Week Employees

Increase	4.0%				
Level	Hourly Rate	Shift	Supervisors	Weekly	Annualised
Operators (Pre 1 Feb 15)					
1	34.04	121.75		1,415.27	73,594
2	37.17	127.67		1,540.13	80,087
3	37.47	128.23		1,552.09	80,709
4	37.70	128.27		1,560.87	81,165
4 Supervisor	37.70	128.27	75.28	1,636.15	85,080
4a	38.67	130.53		1,599.99	83,199
5	39.32	131.77		1,625.93	84,548
5 1/2 Supervisor	39.32	131.77	37.64	1,663.57	86,506
5 Supervisor	39.32	131.77	75.28	1,701.21	88,463
5 Senior Supervisor	39.32	131.77	118.28	1,744.21	90,699

EBA LEVELS at March 2022

38hr Week Employees

38hr Week Employees

Increase	4.0%				
Level	Hourly Rate	Shift	Supervisors	Weekly	Annualised
Operators (Post 1 Feb 15)					
1	29.36	106.03		1,221.71	63,529
2	29.99	107.21		1,246.83	64,835
3	34.64	118.56		1,434.88	74,614
4	34.86	119.01		1,443.69	75,072
4 Supervisor	34.86	119.01	69.60	1,513.29	78,691
4a	35.76	120.68		1,479.56	76,937
5	36.36	121.83		1,503.51	78,183
5 1/2 Supervisor	36.36	121.83	34.80	1,538.31	79,992
5 Supervisor	36.36	121.83	69.60	1,573.11	81,802
5 Senior Supervisor	36.36	121.83	109.36	1,612.87	83,869
Casual Entry Level	32.54				
Casual	33.23				

EBA LEVELS at March 2023

38hr Week Employees

38hr Week Employees

Increase	4.0%				
Level	Hourly Rate	Shift	Supervisors	Weekly	Annualised
Operators (Post 1 Feb 15)					
1	30.54	110.27		1,270.79	66,081
2	31.19	111.50		1,296.72	67,429
3	36.03	123.30		1,492.44	77,607
4	36.25	123.77		1,501.27	78,066
4 Supervisor	36.25	123.77	72.38	1,573.65	81,830
4a	37.19	125.51		1,538.73	80,014
5	37.81	126.70		1,563.48	81,301
5 1/2 Supervisor	37.81	126.70	36.19	1,599.67	83,183
5 Supervisor	37.81	126.70	72.38	1,635.86	85,065
5 Senior Supervisor	37.81	126.70	113.73	1,677.21	87,215
Casual Entry Level	33.35				
Casual	34.06				

EBA LEVELS at March 2024

38hr Week Employees

38hr Week Employees

Increase	4.0%				
Level	Hourly Rate	Shift	Supervisors	Weekly	Annualised
Operators (Post 1 Feb 15)					
1	31.76	114.68		1,321.56	68,721
2	32.44	115.96		1,348.68	70,131
3	37.47	128.23		1552.09	80,709
4	37.70	128.27		1560.87	81,165
4 Supervisor	37.70	128.27	75.28	1,636.15	85,080
4a	38.67	130.53		1,599.99	83,199
5	39.32	131.77		1,625.93	84,548
5 1/2 Supervisor	39.32	131.77	37.64	1,663.57	86,506
5 Supervisor	39.32	131.77	75.28	1,701.21	88,463
5 Senior Supervisor	39.32	131.77	118.28	1,744.21	90,699
Casual Entry Level	34.27				
Casual	35.00				

Appendix B

EBA LEVELS at March 2022

12hr Shift Employees

12hr Shift Employees

Increase	4.0%				
Level	Hourly Rate	Shift	Supervisors	Weekly	Annualised
Operators (Pre 1 Feb 15)					
1	31.49	239.21		1,939.67	100,863
2	34.36	261.08		2,116.52	110,059
3	34.64	263.24		2,	110,958
4	34.86	264.94		2,147.38	111,664
4 Supervisor	34.86	264.94	69.60	2,216.98	115,283
4a	35.76	271.71		2,202.75	114,543
5	36.36	276.22		2,239.66	116,462
5 1/2 Supervisor	36.36	276.22	34.80	2,274.46	118,272
5 Supervisor	36.36	276.22	69.60	2,309.26	120,082
5 Senior Supervisor	36.36	276.22	109.36	2,349.02	122,149

EBA LEVELS at March 2023

12hr Shift Employees

12hr Shift Employees

Increase	4.0%				
Level	Hourly Rate	Shift	Supervisors	Weekly	Annualised
Operators (Pre 1 Feb 15)					
1	32.74	248.78		2,016.74	104,870
2	35.74	271.52		2,201.48	114,477
3	36.03	273.77		2,219.39	115,408
4	36.25	275.54		2,233.04	116,118
4 Supervisor	36.25	275.54	72.38	2,305.42	119,882
4a	37.19	282.58		2,290.84	119,124
5	37.81	287.27		2,329.01	121,109
5 1/2 Supervisor	37.81	287.27	36.19	2,365.20	122,990
5 Supervisor	37.81	287.27	72.38	2,401.39	124,872
5 Senior Supervisor	37.81	287.27	113.73	2,442.74	127,022

EBA LEVELS at March 2024

12hr Shift Employees

12hr Shift Employees

Increase	4.0%				
Level	Hourly Rate	Shift	Supervisors	Weekly	Annualised
Operators (Pre 1 Feb 15)					
1	34.04	258.73		2,096.89	109,038
2	37.17	282.39		2,289.57	119,058
3	37.47	284.73		2,308.11	120,022
4	37.70	286.56		2,322.36	120,763
4 Supervisor	37.70	286.56	75.28	2,397.64	124,677
4a	38.67	293.88		2,382.06	123,867
5	39.32	298.76		2,422.04	125,946
5 1/2 Supervisor	39.32	298.76	37.64	2,459.68	127,903
5 Supervisor	39.32	298.76	75.28	2,497.32	129,861
5 Senior Supervisor	39.32	298.76	118.28	2,540.32	132,097

EBA LEVELS at March 2022

12hr Shift Employees

**12hr Shift
Employees**

Increase	4.0%				
Level	Hourly Rate	Shift	Supervisors	Weekly	Annualised
Operators (Post 1 Feb 15)					
1	29.36	223.22		1,808.66	94,050
2	32.06	243.63		1,974.87	102,693
3	34.64	263.24		2,133.80	110,958
4	34.86	264.94		2,147.38	111,664
4 Supervisor	34.86	264.94	69.60	2,216.98	115,283
4a	35.76	271.71		2,202.75	114,543
5	36.36	276.22		2,239.66	116,462
5 1/2 Supervisor	36.36	276.22	34.80	2,274.46	118,272
5 Supervisor	36.36	276.22	69.60	2,309.26	120,082
5 Senior Supervisor	36.36	276.22	109.36	2,349.02	122,149

EBA LEVELS at March 2023

12hr Shift Employees

**12hr Shift
Employees**

Increase	4.0%				
Level	Hourly Rate	Shift	Supervisors	Weekly	Annualised
Operators (Post 1 Feb 15)					
1	30.53	232.14		1,880.76	97,800
2	32.06	253.38		1,984.62	103,200
3	36.03	273.77		2,219.39	115,408
4	36.25	275.54		2,233.04	116,118
4 Supervisor	36.25	275.54	72.38	2,305.42	119,882
4a	37.19	282.58		2,290.84	119,124
5	37.81	287.27		2,329.01	121,109
5 1/2 Supervisor	37.81	287.27	36.19	2,365.20	122,990
5 Supervisor	37.81	287.27	72.38	2,401.39	124,872
5 Senior Supervisor	37.81	287.27	113.73	2,442.74	127,022

EBA LEVELS at March 2024

12hr Shift Employees

**12hr Shift
Employees**

Increase	4.0%				
Level	Hourly Rate	Shift	Supervisors	Weekly	Annualised
Operators (Post 1 Feb 15)					
1	31.75	241.43		1,955.93	101,708
2	34.68	263.51		2,136.23	111,084
3	37.47	284.73		2,308.11	120,022
4	37.70	286.56		2,322.36	120,763
4 Supervisor	37.70	286.56	75.28	2,397.64	124,677
4a	38.67	293.88		2,382.06	123,867
5	39.32	298.76		2,422.04	125,946
5 1/2 Supervisor	39.32	298.76	37.64	2,459.68	127,903
5 Supervisor	39.32	298.76	75.28	2,497.32	129,861
5 Senior Supervisor	39.32	298.76	118.28	2,540.32	132,097

Appendix C

EBA LEVELS at March 2022

Flour & Pellet Mill

Flour & Pellet Mill

Increase	4.0%				
Level	Hourly Rate	Shift		Weekly	Annualised
Head Miller	SALARY				
DAY WORKER					
Day Worker L1	29.37	106.09		1,226.39	63,772
Day Worker L2	29.99	107.22		1,251.13	65,059
Day Worker L3	32.06	112.37		1,335.15	69,428
SHIFT WORKER					
Trainee Level 1	29.37	223.23		1,818.13	94,543
Trainee Level 2	32.06	243.64		1,974.88	102,694
Trainee Level L 3	34.63	263.13		2,133.15	110,924
NON CERTIFIED					
Shift Miller	35.74	271.55		2,201.51	114,479
CERTIFIED					
Shift Miller	36.36	276.29		2,239.73	116,466
Shift Lead Miller	38.11	289.54		2,347.48	122,069

EBA LEVELS at March 2023

Flour & Pellet Mill

Flour & Pellet Mill

Hour & Payroll Unit					
Increase	4.0%				
Level	Hourly Rate	Shift		Weekly	Annualised
Head Miller	SALARY				
DAY WORKER					
Day Worker L1	30.54	110.33		1,270.85	66,084
Day Worker L2	31.19	111.51		1,296.73	67,430
Day Worker L3	33.35	116.87		1,384.17	71,977
SHIFT WORKER					
Trainee Level 1	30.54	232.15		1,881.31	97,828
Trainee Level 2	33.35	253.29		2,044.54	106,316
Trainee Level 3	36.02	273.66		2,208.21	114,827
NON CERTIFIED					
Shift Miller	37.17	282.42		2,278.73	118,494
CERTIFIED					
Shift Miller	37.81	287.34		2,318.03	120,538
Shift Lead Miller	39.63	301.12		2,429.56	126,337

EBA LEVELS at March 2024

Flour & Pellet Mill

Flour & Pellet Mill

Increase	4.0%				
Level	Hourly Rate	Shift		Weekly	Annualised
Head Miller	SALARY				
DAY WORKER					
Day Worker L1	31.77	114.75		1,322.01	68,745
Day Worker L2	32.44	115.97		1,348.69	70,132
Day Worker L3	34.68	121.54		1,439.38	74,848
SHIFT WORKERS					
Trainee Level 1	31.77	241.44		1,957.02	101,765
Trainee Level 2	34.68	263.52		2,136.24	111,084
Trainee Level 3	37.46	284.60		2,307.44	119,987
NON CERTIFIED					
Shift Miller	38.66	293.71		2,381.35	123,830
CERTIFIED					
Shift Miller	39.33	298.83		2,422.65	125,978
Shift Lead Miller	41.22	313.16		2,539.04	132,030

Appendix D

EBA LEVELS at March 2022

Fitters

38hr Week Employees

Increase	4.0%		
Level	Hourly Rate (6am-6pm)	Weekly	Annualised
Fitters			
3	38.55	1,464.90	76,175
4	40.28	1,530.64	79,593
5	42.00	1,596.00	82,992
6	43.71	1,660.98	86,371
7	47.15	1,791.70	93,168
Casual Tradesman	48.35		
Leading Hand 1	49.21	1,869.98	97,239
Leading Hand 2	52.63	1,999.94	103,997
Leading Hand 3	54.36	2,065.68	107,415
Leading Hand 4	56.07	2,130.66	110,794

12hr Shift Employees

Increase	4.0%		
Level	Hourly Rate (6pm-6am)	Weekly	Annualised
Fitters			
3	41.98	2,266.92	117,880
4	43.83	2,366.82	123,075
5	45.71	2,468.34	128,354
6	47.56	2,568.24	133,548
7	51.35	2,772.90	144,191
Leading Hand 1	52.38		
Leading Hand 2	56.12		
Leading Hand 3	58.02		
Leading Hand 4	59.89		

EBA LEVELS at March 2023

Fitters

38hr Week Employees

Increase	4.0%		
Level	Hourly Rate (6am-6pm)	Weekly	Annualised
Fitters			
3	40.09	1,523.50	79,222
4	41.89	1,591.87	82,777
5	43.68	1,659.84	86,312
6	45.46	1,727.42	89,826
7	49.04	1,863.37	96,895
Casual Tradesman	50.28		
Leading Hand 1	51.18	1,944.78	101,129
Leading Hand 2	54.74	2,079.94	108,157
Leading Hand 3	56.53	2,148.31	111,712
Leading Hand 4	58.31	2,215.89	115,226

12hr Shift Employees

Increase	4.0%		
Level	Hourly Rate (6pm-6am)	Weekly	Annualised
Fitters			
3	43.66	2,357.60	122,595
4	45.58	2,461.49	127,998
5	47.54	2,567.07	133,488
6	49.46	2,670.97	138,890
7	53.40	2,883.82	149,958
Leading Hand 1	54.48		
Leading Hand 2	58.36		
Leading Hand 3	60.34		
Leading Hand 4	62.29		

EBA LEVELS at March 2024

Fitters

38hr Week Employees

Increase	4.0%		
Level	Hourly Rate (6am-6pm)	Weekly	Annualised
Fitters			
3	41.70	1,584.44	82,391
4	43.57	1,655.54	86,088
5	45.43	1,726.23	89,764
6	47.28	1,796.52	93,419
7	51.00	1,937.90	100,771
Casual Tradesman	52.30		
Leading Hand 1	53.23	2,022.57	105,174
Leading Hand 2	56.92	2,163.14	112,483
Leading Hand 3	58.80	2,234.24	116,180
Leading Hand 4	60.65	2,304.52	119,835

12hr Shift Employees

Increase	4.0%		
Level	Hourly Rate (6pm-6am)	Weekly	Annualised
Fitters			
3	45.41	2,451.90	127,499
4	47.41	2,559.95	133,118
5	49.44	2,669.76	138,827
6	51.44	2,777.81	144,446
7	55.54	2,999.17	155,957
Leading Hand 1	56.65		
Leading Hand 2	60.70		
Leading Hand 3	62.75		
Leading Hand 4	64.78		

Appendix E

EBA LEVELS at March 2022

Electricians

38 hr Week Employees

Increase	4%		
Level	Hourly Rate (6am-6pm)	Weekly	Annualised
Electricians			
3	43.44	1,650.72	85,837
4	45.64	1,734.32	90,185
5	47.82	1,817.16	94,492
6	50.02	1,900.76	98,840
7	52.20	1,983.60	103,147
8	54.39	2,066.82	107,475
9	56.59	2,150.42	111,822
10	60.98	2,317.24	120,496
6 Leading Hand	53.41	2,029.58	105,538
7 Leading Hand	55.91	2,124.58	110,478
8 Leading Hand	58.57	2,225.66	115,734
9 Leading Hand	60.94	2,315.72	120,417
10 Leading Hand	65.63	2,493.94	129,685

12 hr Shift Employees

Increase	4.00%		
Level	Hourly Rate (6pm-6am)	Weekly	Annualised
Electricians			
3	46.25		
4	48.59	2,623.86	136,441
5	50.92	2,749.68	142,983
6	53.27	2,876.58	149,582
7	55.59	3,001.86	156,097
8	57.92	3,127.68	162,639
9	60.26	3,254.04	169,210
10	64.93	3,506.22	182,323
6 Leading Hand	56.87		
7 Leading Hand	59.54		
8 Leading Hand	62.37		
9 Leading Hand	64.88		
10 Leading Hand	69.89		

EBA LEVELS at March 2023

Electricians

38 hr Week Employees

Increase	4%		
Level	Hourly Rate (6am-6pm)	Weekly	Annualised
Electricians			
3	45.18	1,716.75	89,271
4	47.47	1,803.69	93,792
5	49.73	1,889.85	98,272
6	52.02	1,976.79	102,793
7	54.29	2,062.94	107,273
8	56.57	2,149.49	111,774
9	58.85	2,236.44	116,295
10	63.42	2,409.93	125,316
6 Leading Hand	55.55	2,110.76	109,760
7 Leading Hand	58.15	2,209.56	114,897
8 Leading Hand	60.91	2,314.69	120,364
9 Leading Hand	63.38	2,408.35	125,234
10 Leading Hand	68.26	2,593.70	134,872

12 hr Shift Employees

Increase	4.00%		
Level	Hourly Rate (6pm-6am)	Weekly	Annualised
Electricians			
3	48.10		
4	50.53	2,728.81	141,898
5	52.96	2,859.67	148,703
6	55.40	2,991.64	155,565
7	57.81	3,121.93	162,341
8	60.24	3,252.79	169,145
9	62.67	3,384.20	175,978
10	67.53	3,646.47	189,616
6 Leading Hand	59.14		
7 Leading Hand	61.92		
8 Leading Hand	64.86		
9 Leading Hand	67.48		
10 Leading Hand	72.69		

EBA LEVELS at March 2024

Electricians

38 hr Week Employees

Increase	4%		
Level	Hourly Rate (6am-6pm)	Weekly	Annualised
Electricians			
3	46.98	1,785.42	92,842
4	49.36	1,875.84	97,544
5	51.72	1,965.44	102,203
6	54.10	2,055.86	106,905
7	56.46	2,145.46	111,564
8	58.83	2,235.47	116,245
9	61.21	2,325.89	120,947
10	65.96	2,506.33	130,329
6 Leading Hand	57.77	2,195.19	114,150
7 Leading Hand	60.47	2,297.95	119,493
8 Leading Hand	63.35	2,407.27	125,178
9 Leading Hand	65.91	2,504.68	130,244
10 Leading Hand	70.99	2,697.45	140,267

12 hr Shift Employees

Increase	4.00%		
Level	Hourly Rate (6pm-6am)	Weekly	Annualised
Electricians			
3	50.02		
4	52.55	2,837.97	147,574
5	55.08	2,974.05	154,651
6	57.62	3,111.31	161,788
7	60.13	3,246.81	168,834
8	62.65	3,382.90	175,911
9	65.18	3,519.57	183,018
10	70.23	3,792.33	197,201
6 Leading Hand	61.51		
7 Leading Hand	64.40		
8 Leading Hand	67.46		
9 Leading Hand	70.17		
10 Leading Hand	75.59		

Appendix F

EBA LEVELS at March 2022 Ethanol Operators

Ethanol Operators

Increase	4.0%				
Level	Hourly Rate	Shift	Supervisor	Weekly	Annualised
Day Worker					
ED1	34.36	118.04		1,423.72	74,033
ED2	35.74	328.96	172.72	1,859.80	96,710
12 hr Shift Worker					
ES1	34.63	263.13		2,133.15	110,924
ES2	35.74	271.55		2,201.51	114,479
ES3	36.35	276.12	70.09	2,309.11	120,074
ES4	38.10	289.54		2,346.94	122,041
ES5	40.61	289.54		2,482.48	129,089

EBA LEVELS at March 2023 Ethanol Operators

Ethanol Operators

Increase	4.0%				
Level	Hourly Rate	Shift	Supervisor	Weekly	Annualised
Day Worker					
ED1	35.74	122.76		1,480.88	77,006
ED2	37.81	342.12	179.63	1,958.53	101,844
12 hr Shift Worker					
ES1	36.02	273.66		2,218.74	115,374
ES2	37.16	282.42		2,289.06	119,031
ES3	37.80	287.16	72.89	2,401.25	124,865
ES4	39.63	301.12		2,441.14	126,939
ES5	42.85	301.12		2,615.02	135,981

EBA LEVELS at February 2024
Ethanol Operators

Ethanol Operators

Increase	4.0%				
Level	Hourly Rate	Shift	Supervisor	Weekly	Annualised
Day Worker					
ED1	37.17	127.67		1,540.13	80,087
ED2	39.32	355.81	186.82	2,036.79	105,913
12 hr Shift Worker					
ES1	37.46	293.71		2,316.55	120,461
ES2	38.65	293.71		2,380.81	123,802
ES3	39.31	298.65	75.80	2,497.19	129,854
ES4	41.21	313.16		2,538.50	132,002
ES5	44.56	313.16		2,719.40	141,409

APPENDIX G
OTHER PAYABLE ALLOWANCES

	31/3/2022	31/3/2023	31/3/24
Allowances	4.0%	4.0%	4.0%
First Aid Allowance (per week)	18.70	19.45	20.23
Fire Crew (per week)	30.00	31.20	32.45
Fire Control Officer (per week)	50.00	52.00	54.08
LSL Allowance	80.70	83.38	86.72
1 st Tea Money	19.54	20.32	21.14
2 nd Tea Money	15.65	16.28	16.91
Authorised Officer (AO) Allowance (per week)	30.00	31.20	32.45
Reach Stacker Allowance (per week)	30.00	31.20	32.45
Acting Leading Hand Fitter (per hour)	3.62	3.76	3.91
Starch Plant Senior Supervisor (per week)	140.08	145.68	151.51
HV Switching (per week)	60.89	63.33	65.86
Electrical Dual Trade (per week)	102.19	106.28	110.53
Trade Tool Allowance	20.89	21.72	22.60

Appendix H

Fatigue Management Procedure

Procedure Statement

The management of fatigue is an integral part of our organisation's "Fit for Duty" plan and is a shared responsibility between Manildra Group and all its personnel. Employees at all levels within Manildra Group are responsible for implementation of this procedure. Employees, contractors and other personnel are responsible for ensuring they are fit for duty by complying with this procedure.

Objective

The objective of this procedure is to:

- Ensure a safe and healthy working environment free of work-related injury or illness;
- Minimise the risk of persons presenting for work or performing work whilst impaired;
- Establish appropriate steps to manage persons who are affected by fatigue; and
- Encourage persons affected by fatigue to seek assistance.

Scope

This procedure and supporting procedure applies to everyone working at, or attending a Manildra Group workplace. All personnel shall comply with this procedure and procedure to ensure they maintain the capacity to safely perform work. This procedure follows the Code of Practice on how to prevent and manage fatigue in accordance with the Work Health and Safety Act 2011 (the WHS Act).

Interpretation

Fatigue related impairment is considered an identifiable workplace hazard, the control measures for managing fatigue risks are based on sound risk management principles. The most effective means to manage fatigue is to have adequate restorative sleep. A person's fitness for duty may be compromised by the following examples:

- Spending long periods of time awake;
- Inadequate or insufficient quality of sleep over an extended period;
- The type of work performed and work environment;
- Workload, length of the shift and previous shifts worked;
- The time of day or night worked;
- The time taken to travel to and from work;
- Circadian rhythms;
- Consumption of alcohol;
- The use of drugs (prescription, non-prescription, illicit or other);
- A person's general level of fitness and/or medical condition; and
- Stress.

In implementing this procedure Manildra Group, as far as reasonably practical, will:

- Ensure an employee does not work more than 16 hours in a 24 hour period,
- Ensure no employee works more than 14 hours straight.

Appendix I

Trades Tool Kits

1. Major tools and equipment required to perform regular and necessary duties will be provided by the Company. It is agreed by the parties that care is to be exercised to ensure the security of all tools and equipment on site and in vehicles, to protect against theft and damage
2. Employees employed as part of the Electrical or Mechanical Maintenance teams will receive a Tool Allowance, as noted in Appendix G. As such, all other hand tools and equipment, as noted in the Tool Kit List provided for in Appendix I is at the responsibility of the employee. A review of the list will be conducted periodically in alignment with the changing needs of the business. The list provided recognises the minimum requirement for tools, unless approved for purchase by the Company, all tools required by an employee is the responsibility of each individual employee for purchase and maintenance.
3. An inventory of tools will be conducted upon commencement and will be audited regularly by the Company's nominated supervisor. Details of both the initial inventory and subsequent audits are to be maintained on employee files.

Tool Kit List - Electrical

Tool bag	Hacksaw	8 Metre Tape	Centre Punch
150/200mm Shifting Spanner	250/300mm Shifting Spanner	Screwdrivers (Plain and Phillips)	Side Cutters (insulated)
Pliers (insulated)	Long Nose Pliers	Hammer	Multi Grips
Vice Grips	Small Spirit Level		
25mm Cold Chisel	Tong Meter (cat III)	Socket Set 5/20mm	Boot lace crimper
Lug Crimper Tool to suit 1.5mm-6mm	600 Volt Multimeter (minimum cat IV)	Allen Key Set (Imp and Met)	Files Round, Flat, Rat-Tail
Open End Set Spanners 6/22mm or combination set	Cable stripping Knife (not Stanley)	Tamperproof TORX set	

Tool Kit List - Fitters

Tool bag / Tool box	Hacksaw	Tape measure	Screw Driver Set
Spanner Set, Combination (in mm) 8-19, 21, 24, 27, 30, (32 & 36mm optional)	Impact Sockets, Deep (in mm) 13, 17, 18, 19, 21, 24, 27, 30	Socket Set, 1/2 inch drive, sizes as per Spanners	Shifters (in inches) 8" and 10", plus either a 12" or 15"
Files Round, Flat, Rat-Tail	Circlip Pliers (inside & outside)	Stillsons	Multi Grips
Pliers	Cold Chisel	Vice Grips	Centre Punch
Set Square (engineering)	Hammer - Lumpy or a Ball Pein	Allen Key Set (Imp and Met)	Hammer - Soft Faced
Scriber	Steel Rule	Trolley	Scraper
Vernier Callipers	Pin Punch (set)	Wire Brush	Dolly (aluminium, brass, bronze or similar)

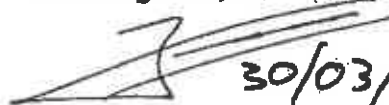
Appendix J

Payment for Public Holidays Explained

Explanation	Public Holiday Hours	Normal Shift Hours	Penalty Hours at 200%	Total Single Time Hours	Comments
Public Holiday 8 hour day worker Monday to Friday – worked	8	8	4	24	
Public Holiday 8 hour day worker Monday to Friday – not worked	8	0	0	8	
Public Holiday 12 hour shift roster – rostered on and worked	8	12	6	32	Penalty hours will vary based on starting and finishing times
Public Holiday 12 hour shift roster – not rostered and not worked	8	0	0	8	Penalty hours will vary based on starting and finishing times
Public Holiday 12 hour shift roster – Friday into Saturday - worked	6	12	3	24	Penalty hours will vary based on starting and finishing times
Public Holiday 12 hour shift roster – Sunday into Monday - worked	6	12	3	24	Penalty hours will vary based on starting and finishing times
Public Holiday 12 hour shift roster – rostered on and not worked	8	RDO 4	0	12	
Public Holiday - called in to work outside of normal shift roster	Minimum 4	0	Minimum 4	To be calculated	Based on hours worked

Signed for and on behalf of Manildra Energy Australia Pty Limited

**Mr. Tertius Jones Site Manager
36 Bolong Road, Bomaderry 2541, NSW**

 **30/03/2023**


**Mr. John Chilcott Group Manager Human Resources & Safety
36 Bolong Road, Bomaderry 2541, NSW**

**Signed for and on behalf of The Australian Workers Union, New South Wales Branch
Mr. Tony Callinan, State Secretary. Level 2, 16 – 20 Good Street Granville, NSW 2142**

**Signed for and on behalf of The Australian Manufacturing Workers Union New South
Wales Branch
Mr. Cory Wright, State Secretary. 133 Parramatta Road, Granville NSW, 2142.**

**Signed for and on behalf of The Electrical Trades Union of Australia, New South
Wales Branch
Mr Allen Hicks, State Secretary. Level 5, 370 Pitt Street Sydney, NSW 2000**

**Signed for and on behalf of The Rail, Tram and Bus Union of Australia, New South
Wales Branch
Mr. Alex Claassens, State Secretary. Level 4, 321 Pitt Street Sydney NSW 2000**

 **3/4/2023**

Signed for and on behalf of Manildra Energy Australia Pty Limited

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36 Bolong Road, Bomaderry 2541, NSW

Mr. John Chilcott Group Manager Human Resources & Safety
36 Bolong Road, Bomaderry 2541, NSW



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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).

**IN THE FAIR WORK
COMMISSION**

Fair Work Act 2009 (Cth) ("FW Act")

Matter number:

AG2023/906

Employer:

MANILDRA ENERGY AUSTRALIA PTY LTD
(Employer)

Application:

Section 185 – Application for approval of a
single enterprise agreement, namely the
Manildra Bomaderry Site Agreement 2022
(Agreement)

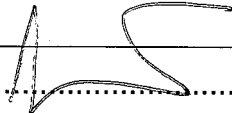
Authorised representative:

John Chilcott
Group Manager, Human Resources and
Safety

Undertaking- Section 190

For and on behalf of the Employer I, John Chilcott:

1. declare that I have:
 - a. authority to give this undertaking on behalf of the Employer,
 - b. sought the views of all bargaining representatives for this undertaking pursuant to s 190(4) of the FW Act,
2. understand that each undertaking is to be taken to be a term of the Agreement,
3. acknowledge that:
 - a. The Model Consultation Clause will be applied.
 - b. That the Agreement will commence 7 days after the approval by the Commission.
4. give the following undertaking/s with respect to the Agreement:
 - a. during the life of the Agreement, if a junior employee is employed he/she will be paid at 10% above the base rate of pay in the relevant Award for that employee;
 - b. during the life of the Agreement, the Employer will not employ any apprentices.

Date signed:	14 April 2023
For and on behalf of the Employer by: [In accordance with s.190(5) of the FW Act]	John Chilcott
Signature:	
Witness name:	SCOTT GOSPER
Witness signature:	