



DECISION

Fair Work Act 2009

s.185 - Application for approval of a single-enterprise agreement

Steggles Pty Limited
(AG2022/4419)

STEGGLES BERESFIELD SITE (PRODUCTION & DISTRIBUTION EMPLOYEES) ENTERPRISE AGREEMENT 2022 – 2026

Meat Industry

COMMISSIONER P RYAN

SYDNEY, 14 DECEMBER 2022

Application for approval of the Steggles Beresfield Site (Production & Distribution Employees) Enterprise Agreement 2022 – 2026

[1] Steggles Pty Ltd (**Applicant**) has made an application for approval of an enterprise agreement known as the *Steggles Beresfield Site (Production & Distribution Employees) Enterprise Agreement 2022 – 2026 (Agreement)* pursuant to s.185 of the *Fair Work Act 2009 (FW Act)*. The Agreement is a single enterprise agreement.

Single Interest Employers / Coverage

[2] The Agreement is expressed to cover three employers: the Applicant, Steggles Food Products Pty Ltd (**Steggles Foods**) and Bartter Enterprises Pty Limited (**Bartter**), in respect to their employees who fall within the scope of the classifications in the Agreement and who are employed at the facility located in Hawthorne Street, Beresfield in New South Wales.

[3] I am satisfied on the materials before me that the Applicant, Steggles Foods and Bartter are related bodies corporate (see s.172(5)(b) of the FW Act). However, in response to a request by the Commission for a copy of the notice of employee representational rights (**NERR**) issued by Bartter, the Applicant advised that Bartter did not employ any employees that would fall within the scope of coverage in the Agreement and therefore, it did not issue a NERR.

[4] The Applicant submitted that Bartter was erroneously included within the coverage term of the Agreement and requests that the Commission exercise its power pursuant to s.586(a) of the FW Act to amend the Agreement by deleting “Bartter Enterprises Pty Limited ABN 22 000 451 374” from Clause 5.1.

Section 586 Amendment

[5] As noted above, the Applicant requests that the Commission exercise its power pursuant to s.586(a) of the FW Act to amend the Agreement by deleting “Bartter Enterprises Pty Limited ABN 22 000 451 374” from Clause 5.1.

[6] Section 586(a) of the FW Act provides the Commission with a broad discretion to correct or amend an application, or other document relating to the matter before the Commission, on any terms that it considers appropriate.

[7] Although the exercise of this discretion has been applied by the Commission in correcting an agreement that is before the Commission for approval pertaining to inaccuracies or other errors relating to that agreement¹, in *Australian Nursing and Midwifery Federation v Domain Aged Care (QLD) Pty Ltd T/A Opal Aged Care*², Deputy Presidents Gostencnik and Saunders stated that corrections or amendments to agreements should be made sparingly.³

[8] The Applicant submitted that both *Daracon* and *CFMMEU* involved almost identical circumstances to the matter before the Commission. The Applicant further submitted the amendment sought will not result in substantial changes to the Agreement, nor will it change or prejudice the group of employees who made and are covered by the Agreement, as Bartter did not employ any employees falling within the coverage of the Agreement.

[9] The Applicant submitted that the amendment sought will not impact the terms and conditions of employment for the employees covered by the Agreement.

[10] Having regard to the materials before the Commission and the Applicant’s submissions, I am satisfied that the amendment should be made and that it is appropriate to do so. I also consider that it is appropriate to amend the Form F16 Application and Form F17 Declaration.

[11] To the extent that the inclusion of “Bartter Enterprises Pty Limited ABN 22 000 451 374” in clause 5.1 of the Agreement constituted an error pursuant to s.180(2) and/or s.180(5) of the FW Act, I am satisfied that such errors would constitute minor technical errors taking into consideration the decision of the Full Bench in *Huntsman Chemical Company Australia Pty Limited T/A RMAX Rigid Cellular Plastics & Others*.⁴ Furthermore, I am satisfied that no employee covered by the Agreement is likely to have been disadvantaged by the errors and that the Agreement was genuinely agreed within the meaning of s.188(1) of the FW Act.

[12] Pursuant to s.586(a) of the FW Act, the Agreement is amended by deleting “Bartter Enterprises Pty Limited ABN 22 000 451 374” from clause 5.1 of the Agreement.

[13] Pursuant to s.586(a) of the FW Act, the Forms F16 and F17 are amended by deleting:

- (i) “Bartter Enterprises Pty Limited” (and its associated details) from section 2.3 of the Form F16; and

¹ See *Application by Daracon Engineering Pty Ltd T/A Daracon* [2019] FWCA 3842 (**Daracon**) and *Application by Construction, Forestry, Maritime, Mining and Energy Union* [2022] FWCA 2553 (**CFMMEU**)

² [2019] FWCFB 1716

³ *Ibid* at [52].

⁴ [2019] FWCFB 318.

- (ii) “Bartter Enterprises Pty Limited” and its ACN and ABN from section 1 of the Form F17.

Section 190 Undertakings

[14] The Applicant and Steggle Foods provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. The undertakings are taken to be a term of the Agreement.

Section 186, 187, 188 and 190

[15] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

Section 183 Bargaining representative

[16] The Australasian Meat Industry Employees Union (AMIEU) being a bargaining representative for the Agreement, has given notice under s.183 of the FW Act that it wants the Agreement to cover it.

[17] In accordance with s.201(2) of the FW Act, I note that the Agreement covers the AMIEU.

Approval

[18] The Agreement is approved and, in accordance with s.54 of the FW Act, will operate from 21 December 2022. The nominal expiry date of the Agreement is 4 October 2026.



COMMISSIONER

Printed by authority of the Commonwealth Government Printer

<AE518564 PR748896>

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

Steggles Beresfield Site (Production & Distribution Employees) EA 2022 – 2026

Steggles Beresfield Site (Production & Distribution Employees)

ENTERPRISE AGREEMENT

2022 – 2026



1

<u>Clause No.</u>	<u>Subject Matter</u>
1.	Title
2.	Anti discrimination
3.	Commencement Date and Period of Operation
4.	Application
5.	Coverage
6.	Aims and Objectives
7.	Duress
8.	No Extra Claims Provision
9.	Introduction of Change in the Workplace
10.	Disputes Procedure
11.	Respect for Each Other
12.	Counselling/Disciplinary Procedure
13.	Copy of Agreement
14.	Employment Categories
15.	Classifications
16.	Wages
17.	Allowances
18.	Superannuation
19.	Hours of Work
20.	Meals and Rest Periods
21.	Overtime
22.	Shift Work
23.	Request for Flexible Working Arrangements
24.	Termination of Employment
25.	Redundancy
26.	Annual Leave
27.	Long Service Leave
28.	Personal Leave (Sick Leave & Carers Leave)
29.	Compassionate Leave
30.	Parental Leave
31.	Community Service Leave
32.	Domestic Violence Leave
33.	Public Holidays
34.	Workplace Injury
35.	Clothing and Equipment
36.	Training
37.	Multi Skilling
38.	Amenities
39.	Smoke Free Workplace
40.	Drugs and Alcohol
41.	Confidentiality and Security
42.	Individual Flexibility Arrangement
43.	Union Matters
44.	Renegotiation of New Agreement
45.	Signatories



1. TITLE

- 1.1 This Agreement shall be known as the Steggles Beresfield Site (Production & Distribution Employees) Enterprise Agreement 2022 – 2026.

2. ANTI DISCRIMINATION

- 2.1 It is the intention of the parties to this Agreement to achieve the principal object in s3(e) of the Fair Work Act 2009 (the "Act") by recognising the right to freedom of association and helping to prevent unlawful discrimination.
- 2.1.1 Accordingly, in fulfilling their obligations under the *Disputes Procedure Clause*, the respondents must make every endeavour to ensure that neither the provisions of this Agreement nor their operation are directly or indirectly discriminatory in their effects.

3. COMMENCEMENT DATE AND PERIOD OF OPERATION

- 3.1 This Agreement will take effect seven (7) days from the date of approval by the Fair Work Commission and will have a nominal expiry date of Sunday 4 October 2026.
- 3.1.1 Notwithstanding anything else contained in this Agreement, it shall remain in force until such time as it is replaced or terminated.

4. APPLICATION

- 4.1 This Agreement shall cover all employees as referred to in Clause 15 'Classifications' of this Agreement who are employed at the facility located at Hawthorne Street, Beresfield, NSW, 2322.
- 4.2 This Agreement specifically operates to the exclusion of all industrial instruments, including Awards and Agreements that would otherwise be applicable to the employees (including any award-based transitional instrument and Modern Award).
- 4.3 The National Employment Standards as prescribed by the Act shall apply to all employees covered by this Agreement except where the Agreement provides entitlements that are more favourable for employees. The Agreement also provides supplementary and / or ancillary terms in accordance with the Act.

5. COVERAGE


This Agreement is binding on:

- 5.1 Steggles Pty Limited ABN 95 002 759 462
Steggles Foods Products Pty Ltd ABN 37 071 008 565
Bartter Enterprises Pty Limited ABN 22 000 451 374
- 5.2 All employees whose employment is, at any time when the Agreement is in operation, subject to the Agreement, and
- 5.3 Also covered is the Australasian Meat Industry Employees Union, Northern and Newcastle Branch 34 Union Street, Union House Newcastle West 2302.

6. AIMS AND OBJECTIVES

The objectives of this Agreement are:

- 6.1 To recognise the contributions of all employees to improvements in productivity and efficiency.
- 6.2 To provide wage increases to employees.



6.3 To provide the Company with sufficient flexibility in order to increase the efficiency of its business and stability of employment.

6.3 Continue to develop and maintain the most productive, safe, cooperative and harmonious working relationships possible by promoting trust and continually striving to improve communications at all levels.

7. DURESS

7.1 The parties declare that they have entered into negotiations and the subsequent changes to the current work practices have been made without duress or coercion and that the parties understand the full effect of the making of this Agreement.

8. NO EXTRA CLAIMS PROVISION

8.1 It is a term of this Agreement that neither party shall pursue any extra claims during the nominal life of this Agreement.

9. INTRODUCTION OF CHANGE IN THE WORKPLACE

9.1 Company's duty to notify

9.1.1 When the Company makes a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have "significant effects" on employees covered by this agreement, the Company will as soon as practicable, consult with employees and the Union.

Provision of personal information concerning an employee will be released to their workplace representative only with the express written permission of the relevant employee.

9.1.2 *Significant effects* include termination of employment, major changes in the composition, operation or size of the Company's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs. Where the agreement makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

9.1.3 The relevant employees may appoint a representative which may include a union representative for the purposes of the procedures in this term.

9.2 Company's duty to discuss change

9.2.1 The Company shall consult with the affected employees and their representative(s) introduction of the changes referred to in clause 9.1, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees in relation to the changes.

9.2.2 The consultation shall commence as early as practicable after a definite decision has been made by the Company to make the changes referred to in clause 9.1.

9.2.3 For the purposes of such discussion, the Company shall provide in writing to the employees concerned, information about the changes including any other matters likely to affect employees including the nature of the changes proposed and the expected effects of the changes on employees. However, the Company shall not be required to disclose confidential information the disclosure of which would be inimical to the Company's interests.

9.2.4 The procedures set out in this clause do not apply where the Agreement provides the ability to make the relevant changes.

9.3 Consultation on Changes to Regular Rosters or Hours of Work

9.3.1 The Company will consult with employees, and their representative(s) which may include a Union Representative (if any), where it is proposed to change their regular roster or ordinary hours of work. The Company will provide details of the change to employees and invite them to put forward their views regarding the impact of the proposed changes including those on any family or caring responsibilities employees may have. The Company will then consider those views. These provisions are to be read in conjunction with any other Agreement provisions concerning the scheduling of work and notice requirements and will not apply where employees have irregular, sporadic or unpredictable hours.

10. DISPUTES PROCEDURE

10.1 If a dispute relates to:

- (a) a matter arising under the Agreement; or
- (b) the National Employment Standards;

This term sets out procedures to settle the dispute.

10.2 An employee who is a party to the dispute may appoint a representative which may include a Union representative for the purposes of the procedures in this term.

- (a) The representative may interview the employee(s) concerned and the Supervisor. The representative shall have reasonable access to resources (including photocopier, telephone and notice board) to perform their role.
- (b) An employee involved in the disputes procedure steps shall be released from duty on paid time where they are required to be interviewed in accordance with subparagraph 10.2 (a) with the prior authorisation of the Company and at a time that is mutually agreed by the parties.

10.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and their representative(s) which may include a Union representative and the relevant Supervisor(s) and/or Manager.

A response is required within two (2) working days unless there are reasonable circumstances preventing a response in that time.

10.4 If discussions at the workplace level do not resolve the matter in dispute, the parties will arrange further discussions involving more senior levels of management as appropriate. The employee may invite a representative, including the Union representative, to be involved in the discussions.

A response is required within two (2) working days unless there are reasonable circumstances preventing a response in that time.

10.5 If the matter in dispute is unable to be resolved at the workplace, and all agreed steps for resolving it have been taken, either party may refer the dispute to the Fair Work Commission.

10.6 The Fair Work Commission may deal with the dispute in 2 stages:

- (a) The Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- (b) If the Fair Work Commission is unable to resolve the dispute at the first stage, Fair Work Commission may then:

- (i) arbitrate the dispute; and
- (ii) make a determination that is binding on the parties.

Note: If Fair Work Commission arbitrates the dispute, it may use the powers that are available to it under the *Fair Work Act 2009*.

A decision that the Fair Work Commission or successive body makes will bind the parties subject to exercising their right of appeal.

- 10.7** The Fair Work Commission must not deal with a dispute about whether the Company has reasonable business grounds under subsection 65(5) or 76(4) of the Act or a term of this Agreement to similar effect.
- 10.8** Until the matter in dispute is determined, the status quo will prevail. "Status quo" shall mean the situation existing immediately prior to the dispute or the matter-giving rise to the dispute. However, while the grievance procedure is being conducted an employee must not unreasonably fail to comply with a direction by the Company, nor will the grievance process, being undertaken, hinder the commercial viability or operation of the Company.
- 10.8.1** While the parties are trying to resolve the dispute using the procedures in this term:
- (a) an employee must continue to perform his or her work as he or she would normally (status quo) unless he or she has a reasonable concern about an imminent risk to his or her health or safety;
and
 - (b) an employee must comply with a reasonable direction given by the Company to perform other available work at the same workplace, or at another workplace, unless:
 - (i) the work is not safe; or
 - (ii) applicable Workplace Health and Safety legislation would not permit the work to be performed; or
 - (iii) the work is not appropriate for the employee to perform; or
 - (iv) there are other reasonable grounds for the employee to refuse to comply with the direction.
- 10.9** The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.

11. RESPECT FOR EACH OTHER

- 11.1** The Company has no tolerance for any form of behaviour in the workplace and in connection with the employment that is intended to intimidate or harass including sexual harassment and or sex-based harassment, pursuant to section 28AA Sex Discrimination Act 1984.
- 11.2** Appropriate conduct and behaviour in the workplace is a collective responsibility and we will all work to promote a workplace free of any inappropriate conduct, behaviour or activity.
- 11.3** The Company has a Workplace Bullying Policy and Procedure, which it may vary from time to time and at its discretion, to deal with such issues.

12. COUNSELLING/DISCIPLINARY PROCEDURE (THIS CLAUSE DOES NOT APPLY TO PROBATIONARY EMPLOYEES EXCLUDING CLAUSE 12.1)

- 12.1** Throughout the counselling procedure an employee has a right to a support person/representation and may request the support person to be a Union Representative.
- 12.1.1** The Company will advise the employee at each stage of the counselling or disciplinary procedure of their rights to have a support person.

- 12.2** In any case where the actions of an employee are deemed to be unacceptable to the Company, the employee will be counselled as a prerequisite to the commencement of discipline and or termination proceedings, except that this clause will not apply where the actions constitute serious misconduct.
- 12.2.1** Serious misconduct includes wilful or deliberate behaviour by an employee that is inconsistent with the continuation of the contract of employment, conduct that causes serious and imminent risk to the health or safety of a person or the reputation, viability or profitability of the Company's business, the employee, in the course of the employee's employment, engaging in theft or fraud or assault, sexual harassment, the employee being intoxicated at work, the employee refusing to carry out a lawful and reasonable instruction that is consistent with the employee's contract of employment, as outlined in regulation 1.07 of the *Fair Work Regulations 2009*.
- 12.3** Taking into consideration the severity of the allegations/incident, following an investigation and the provision for an opportunity for the employee to respond to the matters raised and to explain their actions and understandings with regard to the matters raised the counselling procedure will consist of one or all of the corrective measures as stated below:
- 12.3.1** The Company will either accept the employee's response and no further action will occur or the employee will be counselled. The Company will clearly identify, in written advice to the employee, the unacceptable actions and advise on corrective measures that are required.
- 12.3.2** Where further unacceptable conduct occurs a further review will occur and may incorporate a written warning to the employee identifying the performance incident/unacceptable actions and the corrective measures required.
- 12.3.3** Where a performance incident/unacceptable actions are serious, but not so serious to warrant immediate dismissal, the Company may issue the employee with a final warning without having issued previous warnings.
- 12.3.4** Where a final written warning has been issued and there are no re-occurrences of any unacceptable performance matters/actions for a period of twelve (12) months the final written warning shall remain on file, however will not be relied upon for any future counselling/disciplinary action.
- 12.3.5** When despite previous counselling further performance incidents occur, the Company may consider the option of issuing a further written warning, a final warning or termination. The employee will be given the opportunity to respond and asked to provide reasons why the intended disciplinary action should not occur.
- 12.3.6** After reviewing all the facts and having taken into consideration the information from the employee and their representative the Company may exercise the options available and inform the employee accordingly.
- 12.3.7** During an investigation, the Company may suspend an employee on full pay while the matter is being investigated. Where the Company makes a decision to suspend an employee, they shall be informed at the time of suspension as to the right to representation and the nature of the allegation(s) that resulted in the suspension.
- 12.4** Termination of employment can only occur if authorised by the relevant manager in conjunction with the National IR Manager.

13. COPY OF AGREEMENT

- 13.1** Each employee shall upon request be supplied with a copy of this Agreement.

A handwritten signature in black ink, appearing to be 'C. Jones', written over a circular stamp or mark.

14. EMPLOYMENT CATEGORIES

14.1 Engagement of employees

14.1.1 The Contract of Employment can be full time, part time or casual basis.

14.1.2 With the exception of casual employees, all employment shall be by the week.

14.1.3 The Company may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this Agreement and the employee shall carry out such direction and shall comply with their conditions of employment.

14.1.4 (a) Employment of an employee (other than a casual) during the first three (3) months shall be on a probationary basis and may be terminated (unless circumstances justify summary dismissal) with one (1) week's notice or pay in lieu of notice in accordance with the National Employment Standards. Thereafter, employment shall be by the week and terminated in accordance with clause 24. Probationary employment forms part of an employee's period of continuous service.

(b) All employees shall record their daily times of beginning and ending work. Such means of recording shall be provided and maintained by the Company. Employees found deliberately falsifying their start and finish times, will be guilty of misconduct and subject to instant dismissal.

14.2 Full time employment

14.2.1 Means a person who is engaged by the week to work on an ongoing full-time basis for an average of thirty-eight (38) hours per week on a maximum of 5 days per week average.

14.3 Part-time employment

14.3.1 Means an employee engaged as such by the week to work regularly less hours of work than a full-time employee. The agreed hours of work may vary from week to week. A minimum engagement period of four (4) hours per day will apply. Employees will be advised in writing the week prior and no later than the Friday of that week as to the rostered hours of work for the following week.

14.3.2 Part-time employees will get priority to work over casuals and agency workers.

14.3.3 The ordinary hours of work (rostered hours), once agreed, can be changed by agreement between the Company and the employee. In the absence of such agreement the Company can change the employee's ordinary hours of work by the provision of 7 days notice. Matters of genuine hardship will be taken into consideration.

14.3.4 A part-time employee shall be paid for each hour worked in ordinary time an hourly rate equal to one-thirty-eighth of the weekly rate appropriate to the classification under which the employee is employed.

14.3.5 If a part-time employee agrees to work additional hours, in addition to those agreed (or rostered) as per clause 14.3.3, those additional hours will be paid at the same rate as paid to full-time employees of the same classification. All time worked falling outside of the daily ordinary hour's equivalent to a full-time employee or in excess of the hours mutually arranged on engagement or at a later date, shall be paid at the appropriate overtime rates.

14.3.6 An employee engaged on a part time basis shall be entitled to accrue annual leave and personal leave arising under this Agreement on a proportionate basis according to the ordinary hours worked each week.

14.3.7 Payment in respect of any period of public holiday or compassionate leave as provided for in the Agreement shall be made according to the number of hours the employee would have worked on the day or days on which leave was taken so as not to reduce the employees wage below the level which the employee would have received had he/she not been absent from work.

14.4 Casual employment

14.4.1 Casual employee has the meaning given by Section 15A of the Fair work Act.

14.4.2 The casual loading is applied on the hourly rate in Clause 16.1 for all ordinary hours worked. The casual loading is cumulative (not compounding) with other penalties or loadings. The casual loading of 25% is in lieu of entitlements to annual leave, personal/carer's leave, notice of termination, redundancy benefits and other attributes of full-time and part-time employment, excluding Long Service Leave.

14.4.3 A casual employee shall be provided with a minimum of four (4) continuous hours work for each day on which they are engaged.

14.4.4 Casual employees who are absent from work for personal reasons must notify the Company prior to the commencement of their shift or as soon as practicable. The Company's preference is that for such absences evidence is provided as per Clause 28.7.

14.4.5 Offers and requests for conversion to full-time or part-time employment are provided in the National Employment Standards (NES).

14.4.6 Caring responsibilities:

- (a) Subject to the evidentiary and notice requirements in the personal Leave clause, casual employees are entitled to be absent from a previously accepted shift, or to leave work if they need to care for members of their immediate family or household who are sick or injured and require care and support, or who require care due to an unexpected emergency or the birth of a child; or upon the death of an immediate family or household member.
- (b) The Company and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) The Company must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of the Company to engage or not to engage a casual employee are otherwise not affected.

14.5 Piece Work Arrangements

14.5.1 Any agreements, including production agreements, which may include but not limited to payment by results or piece work arrangements, entered into and signed by the Company, the Union and Consultative Committee shall be binding on the parties provided that no agreement shall have any effect to the extent that it operates to reduce any term or condition of employment covered by this agreement, and provided further that such agreements shall not contain matters which are prohibited by the Act from being contained in an Enterprise Agreement.

A handwritten signature in black ink, appearing to be 'L. Adgoual', written over a circular scribble.

15. CLASSIFICATIONS

15.1 Process Employee Level 1

An employee at this level has less than three months (500 hours) experience in the industry or enterprise, and does not possess recognised enterprise or industrial or prior learning experience and/or skills sufficient for appointment to any of the following levels.

15.2 Process Employee Level 2

An employee at this level (Top Plant or Stegg Foods) undertakes general duties that include:

- Work within established procedures and systems
- May work as a part of a group or team
- Exercise limited operational discretion
- Are responsible for assisting with line, machine, equipment or area set up and or operating a portion of a process within a wider process (e.g. operating a process such as batter applicator on the coating line or feeding a Thermo Former Machine).
- Perform tasks as part of their principal duties that include all work from meat receipt through to packing and boxing areas prior to entry to finished product cold storage area.

- Typical tasks include:
 - manually pack product
 - operate packaging machines including wrappers, clippers, strappers and gas machines
 - stack finished product
 - manually load and unload product and consumables within the production area
 - weigh bagged/packaged product
 - label product
 - operate hand pallet trolley
 - perform general housekeeping duties
 - transfer waste material
 - grading product
 - prepare marinades
 - manual stacking, storage and retrieval of poultry products to and from freezing rooms and cool rooms including load checking within the production area.
 - recording tally within the production area
 - meat inspection
 - temperature recording
 - all meat preparation activities including batching, tumbling, mixing, injecting, block grinding, emulsifying
 - line feeding, product inspection, rework
 - performing checks on equipment operation, ie metal detectors, check weighers
 - Minor adjustments on machinery and equipment such as changing settings relating to bird size or relating to change of product.
 - packaging of inners and outer cartons of finished product
 - general cleaning of amenities plus office and production areas.
 - driving forklift within the production area and crate wash area.

Tasks specific to Top Plant:

- Back-up Machine Operator
- Hang and grade product
- Crate washing
- Preparation of whole birds
- Catching, hanging, neck slitting, and removing pin feathers from birds
- Mechanical deboning

Tasks specific to Stegg Foods:

- Back-up Machine Operator
- Using steam or other heating source to cook processed poultry product
- Hopper washing

Tasks specific to Distribution:

- Not applicable

15.3 Process Employee Level 3

An employee at this level (Top Plant, Stegg Foods or Distribution) undertakes general duties that include:

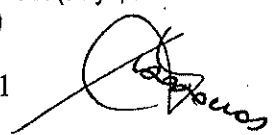
- Responsible for the operation of a work process, system or section and exercise a level of operational discretion
- Work with limited guidance
- Exercise some autonomy
- Operate and / or work in varied contexts
- Work within established procedures and systems
- Storage and retrieval of poultry products to and from freezing rooms and cool rooms in the distribution area.
- Employees trained and qualified to use steam or other specialised equipment or commercial chemicals to sanitise food processing equipment.
- Designated Electric Pallet Jack Operators moving stock in and/or out of Coolrooms for a complete shift.

Tasks specific to Top Plant:

- Weighing live bird intakes
- Monitoring livestock cooling devices and completing livestock intake records
- May facilitate a group or team (example: an employee who assists a Team Leader throughout a shift such as overseeing the team during the Team Leaders meal breaks or other short absences from the section. This person shall be known as the relief team leader).
- Rendering preparation and operation including packaging, transport and storage of the finished product
- Tunnel minders
- Full-time Machine Minders responsible for preparation of equipment for start up and ensuring shutdown of equipment and processes plus monitoring equipment during production.
- All functions performed in the EV Room such as:
 - Harvest edible offal
 - Perform manual evisceration
 - Trim neck skin
 - Remove eviscera from birds

QC tasks as follows:

- Ileader entries
- Water and Product retentions
- Temperature checks (room and product)
- Wubits
- Collection of product samples
- Price checking (as in product and specials)
- Regular monitoring of PPE and house keeping
- Regular checks of completed product (trays, labels and boxes)
- Coolroom checks (WIP products)



- Rotation of stock (WIP products)
- Verification of correct labelling ingoing and outgoing
- Calibration of oxybaby and all scales
- Check all pre-starts and GMP
- Retrieving all batch codes (trays that are used all have batch codes that need to be recorded)
- Weight checks including 15 minute weight checks for major customer products
- Performing and recording of all line monitoring checks associated with production such as weights, temperatures, viscosities, pick-ups, FFA's, metal detection, dates, coding, labelling
- Actioning and reporting on any deviations from targets, critical limits or critical control points
- Any other tasks related to the role

Tasks specific to Stegg Foods:

- May facilitate a group or team (example: an employee who assists a Team Leader throughout a shift such as overseeing the team during the Team Leaders meal breaks or other short absences from the section. This person shall be known as the relief team leader).
- Full-time Machine Minders/Operators responsible for preparation of equipment for start up and ensuring shutdown of equipment and processes plus monitoring equipment during production.
- Loading and unloading meat receival including tasks such as:
 - Loading and unloading trucks
 - Load checking
 - Palletising of product in the freezer / coolroom
 - Monitoring the chilling or freezing devices on vehicles
 - Stock take

Tasks specific to Distribution:

- Loading and unloading trucks
- Load checking
- Palletising of product in the freezer / coolroom
- Monitoring the chilling or freezing devices on vehicles
- Driving forklift within the distribution area
- Picking orders
- Stock take
- Recording tally within the distribution area
- Responsible for ensuring correct temperature of all products (fresh and frozen) prior to despatch.

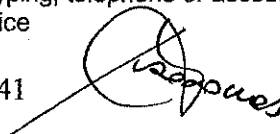
15.4 Process Employee Level 4

An employee at this level (Top Plant, Stegg Foods or Distribution) undertakes general duties that include:

- work under minimal guidance
- work autonomously within established processes and systems
- apply a depth of knowledge
- exercise a range of skills
- work in varied contexts

Typical tasks include:

- ordering of materials and stocks
- recording, writing, record keeping, typing, telephone or accounts work necessary for the smooth operation of the site office



QA tasks as follows:

- verification of cleaning and pest control
- maintenance and improvements of Quality System
- conducting internal audits
- preparation and participation in external audits
- pending / hold / release functions
- performing verification of monitoring activities during production
- verification of completed daily paperwork
- prepare all samples for lab testing
- analysis of lab results
- data entry, filing and reporting activities
- conducting end of shelf life product evaluations
- post clean swabbing, environmental swabbing (including bioTRACE) in RTE and fully cooked during processing
- 2 hourly cook ups and sensory evaluations
- collecting product samples
- calibration of scales, oxybaby and thermometers
- performing the duties of an internal audit
- product evaluation including fresh and frozen product.

Tasks specific to Top Plant:

- manual deboning
- cut-up saw operation/band saw operation
- driving a heavy rigid truck of any capacity within the site and completing relevant records
- Hanging live birds

Tasks specific to Stegg Foods:

- Not applicable

Tasks specific to Distribution

- Delivery Drivers driving trucks of any capacity delivering product off site to customers

Site DAF Operator:

Typical Tasks as follows:

- Participation in internal and external audits
- Perform, record and report water testing on frequency as set by the company
- Complete daily check sheets for Ponds and DAF operation
- Complete weekly MEX sheets relating to the DAF/Pond Operations
- Maintain a clean and presentable working environment

15.5 Process Employee Level 5 (Leading Hand and/or Trainer/Heavy Combination Truck Driver)

An employee at this level (Top Plant, Stegg Foods or Distribution) undertakes principal duties that include:

- Guide/mentor and facilitate the work of others
- Exercise some planning discretion
- Exercise some operational discretion
- Demonstrate sound leadership skills and the ability to maintain high standards of work and behaviour
- Have a proven record of safe work and the ability to actively promote safe working practices on the job

- Display initiative and the ability to weigh up a situation and take the appropriate action
- Assess situations to ensure receipt of timely assistance from Management
- Communicate effectively and negotiate favourable outcomes
- Troubleshoot to identify and overcome production/packaging problems

Typical tasks include:

- leading a team of employees
- receiving production instructions and allocating work to employees
- controlling the standards of work and work output to targets
- determining shortages in labour, or material or plant failures, and advise deficiencies to supervisory staff for action
- identifying poor performance and behaviour and refer the matter to supervisory staff
- develop and maintain workplace systems
- contribute to the development of a team based learning environment
- training and assessing employees
- leading safety audits
- leading safety initiatives
- acquire and analyse workplace information
- manage personal and team work priorities
- establish and manage effective working relationships
- maintain high safety standards within the team, regularly audit the work area to identify issues and organise corrective action.
- maintain high standards of food safety welfare within the team and ensure all members have appropriate training.
- organise and supervise the team activities to minimise downtime in accordance with production and Processing of finished goods in a timely fashion.
- contribute to section planning.
- manage the labour and liaise with the Supervisor/Manager for casual labour required.
- communicate with team and Department Manager in a regular planned format and as required.
- ensure that all Team Members are adequately trained.
- participate in the recruitment and induction process.
- provide a positive example for the team, monitor non-compliance with disciplinary standards and attendance and accompany the Supervisor during disciplinary meetings

Tasks Specific to Livebird

- Driving a Heavy Combination Truck within the site and completing relevant records.

15.6 Process Employee Level 6 (Supervisor)

A Process Employee Level 6 (Top Plant, Stegg Foods or Distribution) is appointed by the Company to undertake the following duties:

- duties of a Leading Hand/Level 5 above
- managing the labour and liaising with the Manager for casual labour required;
- ensuring that all team members, within their section, are adequately trained;
- maintaining high standards of food safety welfare within the team and ensuring all members have appropriate food safety welfare training;
- contributing to section planning;
- communicating with team and Plant Manager on a regular basis;
- ordering of materials and stocks;

A Supervisor must be deemed by the Company as competent to perform the role of a Supervisor and will have completed and be competent in Company approved training such as:

- Certificate IV Front Line Management and,
- Certificate IV Training and Assessment
- Or equivalent



Steggles Beresfield Site (Production & Distribution Employees) EA 2022 – 2026

A Process Employee Level 6 requested by the Company to perform the role of a Supervisor will be paid the Supervisor Allowance at Clause 16.2 in addition to the Level 6 rate of pay. This clause nor this Agreement shall apply to salary paid Supervisors.

16. WAGES

16.1 Hourly Wage Rates

Wage Classification <u>Process Employee</u>	Current Hourly Rate \$	Increase effective Monday 10/10/2022 \$	Increase effective Monday 9/10/2023 3% \$	Increase effective Monday 7/10/2024 3% \$	Increase effective Monday 6/10/2025 3% \$
Level 1	25.80	26.58	27.37	28.20	29.04
Level 2	26.59	27.66	28.49	29.34	30.22
Level 3	26.85	27.93	28.77	29.63	30.52
Level 4	27.19	28.28	29.13	30.00	30.90
Level 5	29.74	30.63	31.55	32.50	33.48
Level 6	34.72	35.76	36.84	37.94	39.08

16.2 Allowances

	Current Hourly Rate \$	Increase effective Monday 10/10/2022 \$	Increase effective Monday 9/10/2023 3% \$	Increase effective Monday 7/10/2024 3% \$	Increase effective Monday 6/10/2025 3% \$
First Aid (per week)	18.91	19.48	20.06	20.67	21.29
Meal Allowance (per occasion)	16.85	17.36	17.88	18.42	18.97
Location Allowance 1 (per hour)	1.29	1.33	1.37	1.41	1.45
Location Allowance 2 (per hour)	0.65	0.67	0.69	0.71	0.73
Hanging Live Birds (per hour)	0.59	0.61	0.63	0.65	0.67
Temperature Allowance (per hour)					
Coolroom: less than 4 degrees	0.28	0.29	0.30	0.31	0.32
Freezer: -8 degrees	1.29	1.33	1.37	1.41	1.45
Tunnel/Blast Freezer -20 degrees	1.94	2.00	2.06	2.12	2.19

Steggles Beresfield Site (Production & Distribution Employees) EA 2022 – 2026

Temperature Allowance / Irregular Freezer Work (per week)	39.15	40.33	41.54	42.78	44.07
Supervisor Allowance (per week)	121.83	125.49	129.25	133.13	137.12
Leading Hand Allowance (per day)	10.62	10.94	11.27	11.61	11.95
Machine Minder/ Operator Allowance (per day)	12.99	13.38	13.78	14.20	14.62
QC/QA Allowance (per day)	5.91	6.09	6.27	6.46	6.65
Delivery Drivers (off site) Allowance (per day)	7.43	7.65	7.88	8.12	8.37
Animal Welfare Officer (per week)	N/A	20.00	20.60	21.22	21.86
WH&S Committee Member (per week)	21.23	21.87	22.53	23.20	23.90
Fire Warden (per week)	13.00	13.39	13.79	14.21	14.63
Floor 'Buddy' Trainer (per day)	N/A	5.50	5.67	5.84	6.01
Forklift Allowance (per day)	5.55	6.72	6.92	7.13	7.35
Attendance Bonus (per week)	N/A	15.00	15.00	15.00	15.00

16.3 Payment of wages

16.3.1 Employee's wages will be paid weekly by means of EFT (direct banking deposit) to the employee's nominated financial institution. Each employee shall be supplied with a payslip showing details of their weekly wage.

16.4 Higher Duties and Identifying Classification Level

16.4.1 In identifying the classification level of each employee clause 16.4.3 shall apply.

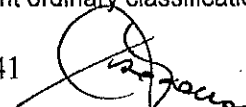
16.4.2 An employee engaged on a relief basis to perform duties carrying a higher rate than their ordinary classification shall be paid as follows:

16.4.3 If so engaged for more than 60% of all hours worked in any week, the higher rate for the whole week;

16.4.4 If so engaged for not more than 60% in any week but more than two hours on any day, the higher rate for the whole day;

16.4.5 Where employees are undertaking duties in a higher classification level as part of the structured training program this clause shall not apply.

16.4.6 If an employee is required to perform tasks at a lower classification level for a temporary period (not ongoing) they shall remain at their current ordinary classification.



17. ALLOWANCES

17.1 First Aid Allowance

An employee who is the holder of a current First Aid Certificate from a registered training provider and is appointed by the Company to perform first aid duty shall be paid a weekly allowance as per clause 16.2 above.

17.2 Meal Allowance

An employee who qualifies for additional meal break(s) in clause 21.9 is entitled to a meal allowance set out in clause 16.2.

17.3 WH&S Committee Member Allowance

An employee nominated and becomes a Health and Safety Representative or Representative of the WH&S Committee is entitled to an allowance as set out in Clause 16.2 and must:

- complete weekly safety walks;
- have a proven record of safe work and the ability to actively promote safe working practices on the job;
- attend and participate in safety meetings regularly;
- carry out all reasonable safety tasks provided to them;
- participate in implementation of work instructions and assessments for the implementation of new machinery.

17.4 Fire Warden

An employee who has successfully completed a Fire Warden Course and appointed to carry out the appropriate duties shall be paid a weekly allowance as per clause 16.2 above. The position will be reviewed annually when the appointment may be transferred to a different employee.

17.5 Location Allowance - 1

Employees engaged in the Live Bird areas listed below, will be paid an allowance per hour whilst so employed for a minimum allowance payment of four hours. An employee that works in excess of 4 hours in one or more of the areas listed below shall be paid the allowance for the entire shift.

This allowance will apply to employees performing the following job functions:

- internal movement of live birds in the unloading dock area,
- handling of live birds in the unloading dock area,
- hangers of live poultry, and secondary or back-up kill
- Cleaning toilet amenities

17.6 Location Allowance - 2

Employees engaged in the Eviseration Room and Tub Wash areas listed below, will be paid an allowance per hour whilst so employed for a minimum allowance payment of four hours. An employee that works in excess of 4 hours in one or more of the areas listed below shall be paid the allowance for the entire shift.

This allowance will apply to employees performing the following job functions:

- washing and sanitising of crates
- Gutting, re-hanging birds on transfer machine, offal collection/rendering operations, (does not include permanently packing necks and offal i.e no rotation amongst other functions throughout the shift).
- Employees working outside regularly, affected by changing weather conditions such as forklift drivers in the live bird area or yard hands.

17.7 Hanging Allowance

Employees hanging live birds will be paid a hanging allowance as set out in clause 16.2.

17.8 Temperature Allowance

An hourly temperature allowance will be paid the rate as set out in clause 16.2 for each hour an employee is working in an artificially reduced temperature measured in Celsius.

17.9 Temperature Allowance / Irregular Freezer Work

Employees working in the Distribution area who are required to enter an area below -18 degrees on an adhoc basis as part of their regular duties (i.e. Entering the freezer area for less than 1 hour per occasion to retrieve or place product in the freezer for picking and loading orders) will be paid a weekly temperature allowance for irregular freezer work as set out in clause 16.2. Employees paid this allowance shall not be entitled to the Temperature Allowance set out in Clause 17.8.

17.10 Supervisor Allowance

An employee appointed by the Company as a Supervisor to undertake duties as described at Clause 15.6 shall be paid an allowance as per clause 16.2 above or pro-rata based on number of days performing such duties.

17.11 Leading Hand Allowance

An employee appointed by the Company as a Leading Hand to undertake duties as described at Clause 15.5 shall be paid an allowance as per clause 16.2.

17.12 Machine Minder/Operator Allowance

An employee appointed by the Company to be a full-time or back-up Machine Minder/Operator performing the following duties shall be paid a daily allowance as per clause 16.2.

- Setting production machines inclusive of pre-starts
- Changing 'heads' and cleaning 'heads' where applicable such as the Mondini machine.
- Monitoring weights
- Changing film
- Setup of production line
- Overall accountability of ensuring the production machine is operating correctly throughout the shift including reporting to management any concerns with the machine.

This allowance does not apply to Leading Hands or Supervisors performing duties of a Machine Minder/Operator.

17.13 Forklift Allowance

Employees with a licence required to operate a forklift on a daily basis as part of their normal duties shall be paid a Forklift allowance as per Clause 16.2 above in addition to their ordinary rate of pay. Employees who use a ride on pallet jack must have a forklift licence to receive this allowance.

17.14 QC/QA Allowance

An employee appointed as a QC or QA performing duties as per Process Worker Level 3 (QC) or Process Worker Level 4 (QA) shall be paid an allowance as per Clause 16.2 above in addition to their ordinary rate of pay.



17.15 Delivery Drivers (Off Site) Allowance

An employee who is classified as a Delivery Driver, driving trucks of any capacity delivering product off site to customers shall be paid an allowance as per Clause 16.2 above, in addition to their ordinary rate of pay.

17.16 Floor 'Buddy' Trainer

An employee appointed as a Floor 'Buddy' Trainer performing the following duties will be paid an allowance as set out in Clause 16.2.

Typical Tasks include:

- Train trainee as per task instruction relevant to task required
- Update Leading Hand/Supervisor on trainee's progress
- Set an outstanding example of work standards e.g. GMP, PPE etc.
- Re-enforce requirements for stretches
- Monitor trainee
- Any other related task as required by the Leading Hand/Supervisor

17.17 Attendance Bonus

17.17.1 The attendance bonus (as per Clause 16.2 above) shall be paid providing the following occurs:

- An employee is not late commencing work.
- An employee attends work each day of the week that they are rostered on to work.
- An employee is not absent due to personal leave or any other leave type (except for paid annual leave, RDO's and public holidays).

17.17.2 A part-time employee and a casual employee shall be paid \$3.00 for each day worked up to a maximum of \$15 per week.

17.17.3 If any of the above doesn't occur even if it's for one day, the employee will lose the attendance bonus for the entire week.

17.17.4 The attendance bonus applies to ordinary shifts and does not apply to overtime shifts. It will apply to paid annual leave, RDO's and public holidays but not for any other leave type. Attendance bonus is not paid for annual leave cashed out.

18. SUPERANNUATION

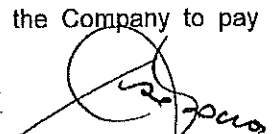
18.1 The Company shall make, on behalf of each employee, contributions in accordance with the Superannuation Guarantee (Administration) Act 1992 as consolidated, amended or replaced (as at 1 July 2022 is 10.5%) based on *Ordinary Time Earnings* to their nominated superannuation fund.

18.1.1 Employees may choose their own superannuation fund however where an employee does not choose a fund, contributions will be made to the employee's stapled superannuation fund. If an employee does not have a superannuation fund, contributions will be paid into the Australian Super Fund.

18.1.2 In this clause the term "Ordinary Time Earnings" shall include the classification rate, shift work penalties and any other penalties where such penalties are part of the employee's normal earnings, excluding overtime, travel or meals.

18.2 Employee Contributions

18.2.1 Employees who may wish to make contributions to the Fund additional to those being paid by the Company shall be entitled to authorise the Company to pay into the Fund from the



employee's wages amounts specified by the employee as voluntary superannuation contributions.

18.3 Salary Sacrifice

- 18.3.1** An employee may request that the Company make additional contributions to the superannuation fund to which, at the date this Agreement is made, employer contributions are being made on his or her behalf. These contributions are distinct from and in addition to employer contributions as defined at clause 18.1 above. For the purposes of this clause, these additional contributions will be known as 'Salary Sacrifice Contributions'.
- 18.3.2** All arrangements for Salary Sacrifice Contributions are subject to the company's approval.
- 18.3.3** On each occasion on which the Company makes a Salary Sacrifice Contribution, that employee's gross earnings shall be reduced by an amount equal to the salary sacrifice contribution. For the purposes of this sub-clause 'occasion' means the calculation and processing of the payroll in accordance with the applicable pay period.
- 18.3.4** No employee may have Salary Sacrifice Contributions at a level in excess of 50% of their pre-Salary Sacrifice Contribution gross weekly all-purpose rate of pay.
- 18.3.5** Employees may arrange to have Salary Sacrifice Contributions made at a set weekly dollar amount; or as a percentage of earnings.
- 18.3.6** Other than in pressing personal circumstances, an employee may not vary their Salary Sacrifice Contributions more than twice (2) per annum.

18.4 Changes to Applicable law

- 18.4.1** In the event that the Law governing taxation and superannuation changes in such a way as to render the objective of this clause unattainable or ineffective or, in the opinion of the Company, inappropriate, the Company will meet with the effected employee(s) and their nominated representative which may include a union representative to discuss the matter; and may vary or terminate this clause as they see fit.

19. HOURS OF WORK

19.1 Full-time Employees

- 19.1.1** Full time employees will work an average of thirty-eight (38) ordinary hours per week over no more than 5 days per week.

19.2 Ordinary Hours

- 19.2.1** The ordinary hours of work may be worked on any or all of the days of the week, Monday to Sunday inclusive.
- 19.2.2** Where the majority of employees have agreed to a 12-hour shift being in operation, the ordinary days of work shall be any 3 or 4 days in a week Monday to Sunday inclusive.
- 19.2.3** Where employees are rostered on 3 days of 12 hours over 5 weeks and 4 days of 12 hours in the 6th week; the span of ordinary hours shall be from 4:00am to 8:00pm.
- 19.2.4** Where employees are rostered on 5 days of 7 hours and 36 minutes each, the ordinary span of hours shall be from 4:00am to 5:00pm. Provided that where a "Rostered Day Off" accrual system is in place, 8 ordinary hours shall be worked each day.
- 19.2.5** Where employees are on a 4-day week roster of 9 hours and 30 minutes each; or 5 days of 8 hours and 27 minutes each; or 5 days of 8 hours and 13 minutes, the span of ordinary hours shall be from 4:00am to 7:30pm.

- 19.2.6** By agreement between the Company and the employees, the starting time of ordinary hours may be brought forward to 3:30am during gazetted periods of daylight saving.
- 19.2.7** Variation of starting and finishing times may be required to suit the needs of the Company. Employees shall be given 48 hours notice of such change unless agreed otherwise between the Company and employee(s) concerned.
- 19.3** All time worked outside the ordinary hours of work (except shift work) shall be paid at the appropriate overtime rate.
- 19.4** The Company will issue a roster for all employees, specifying the start and finish times of ordinary hours.

19.5 Saturday Work

- 19.5.1 Saturday** - The rate for ordinary hours worked on Saturday will be at the employees ordinary rate of pay plus 50% Saturday Loading.

The rate for overtime hours worked on Saturday will be time and one half for the first two (2) hours and double time thereafter with a minimum payment of 4 hours. For the purpose of computing overtime, each day shall stand alone.

19.6 Sunday Work

- 19.6.1 Sunday** - Ordinary hours worked on Sunday shall be paid at ordinary rates plus 75% Sunday loading to ensure entitlements such as superannuation and leave accruals are applied to all ordinary hours worked on Sunday.

All overtime worked on Sunday shall be paid for at the rate of double time with a minimum payment of 4 hours.

19.7 Rostered Days Off

- 19.7.1** Where employees are rostered to work an ordinary day of 8 hours and 27 minutes over a five day per week cycle, the last fifty-one (51) minutes of each ordinary day shall be accrued towards a Rostered Day Off (RDO). Employees will be entitled to a total of 2 RDO's in each 4 week cycle. An ordinary day, for the purposes of this sub-clause, includes paid public holidays, paid sick leave, paid compassionate leave and paid jury leave, but excludes time off on worker's compensation or unpaid leave.

Distribution Employees RDO accrual – where employees are rostered to work 8 hours and 13 minutes the last 37 minutes of each ordinary day shall be accrued towards a Rostered Day Off (RDO). Employees will be entitled to 3 RDO's in each 8 week cycle.

- 19.7.2** Employees who work a 5 day per week roster (8 hrs and 27 mins or 8 hrs and 13 mins x 5 days) are eligible to accrue RDO's. Employees who work a 4 day per week roster (9hrs and 30 minutes x 4 days) do not accrue RDO's. If an employee moves from a 4 day per week roster to a 5 day per week roster they will be entitled to commence/recommence accruing RDO's in accordance with clause 19.7.1.
- 19.7.3** The Company will provide a roster every 4 weeks for one (1) RDO showing when employees are due to take this RDO. Wherever possible, but subject to operational requirements, the Company will roster this RDO to maximise the number that fall on Mondays and Fridays.
- 19.7.4** The taking of the second accrued RDO (excluding Distribution) in each 4-week cycle must be applied for by the employee and approved by the Company. The Company will not unreasonably refuse the employees request to take their second RDO.

Where arrangements are made within a section of the Plant to have a fixed roster allocating the second RDO (3rd RDO in an 8 week cycle for Distribution) the employee(s) is not required to apply for the RDO.

Banking of the second RDO may be required if agreement is not reached between the Company and employee to take the second RDO (3rd RDO in an 8 week cycle for Distribution). If this occurs, the extra RDO accruals in excess of 5 days will be paid out in the pay period commencing on or after the 30th June and 31st December each year, unless agreement between the parties has been reached to take such accrual of RDO's as extra paid leave at a later date.

- 19.7.5 The Company may substitute the day an employee is to take an RDO for another day in the case of a breakdown in machinery or to meet the requirements of the business in the event of absenteeism or some other emergency situation.
- 19.7.6 At the request of the employee, accrued RDO entitlements may be cashed out.
- 19.7.7 Where an RDO allocated is not suitable for the employee, another day may be substituted by negotiation with the Company. A minimum of 2 days notice will be required.
- 19.7.8 No RDO's will be scheduled for the 2 weeks either side of the Christmas or Easter period unless mutually agreed between the Company and employee(s).
- 19.7.9 Allowances which accrue on the basis of hours worked shall be included for the purpose of RDO accruals and payments.

20. MEAL BREAKS & REST BREAKS

20.1 Breaks will be given as follows:

Hours worked	Rest break	Meal break
Work less than 4 hours	No rest break	No meal break
Work 4 hours or more but less than 5 hours	One 15 minute rest break	No meal break
Work 5 hours or more but less than 6 hours	One 15 minute rest break	One meal break of 30 minutes
Work 6 hours or more but less than 9.5 hours	Two 15 minute rest breaks, with one taken in the first half of the work hours and the second taken in the second half of the work hours.	One meal break of 30 minutes
Work 9.5 hours or more up to 12 hours	1 x 25 minute rest break plus 1 x 20 paid rest break with one taken in the first half of the work hours and the second taken in the second half of the work hours.	One meal break of 30 minutes

20.2 Rest breaks are paid breaks and meal breaks are unpaid breaks.

20.3 The Company may stagger the time for taking meal and/or rest breaks to meet operational requirements and to ensure continuity of work, however an employee shall not be compelled to work more than five (5) hours without a meal break or (6) hours if requested by the employee and approved by the Company in circumstances whereby the employee is rostered to work a total of 6 hours and chooses not to have a meal break.

- 20.4 Morning and afternoon rest breaks can be combined and taken as one break if agreed by the Company and employees so as not to interfere with the continuous running of the factory.
- 20.5 The duration of breaks shall be from the time the employee ceases work until the time they recommence work.
21. **OVERTIME**
- 21.1 All time worked outside the ordinary working hours on any one (1) day shall be deemed to be overtime and shall be paid for at the rate of time and a half for the first two (2) hours and double time thereafter. For the purpose of computing overtime, each day shall stand alone.
- 21.2 All overtime worked on Saturday will be paid for a minimum of four (4) hours at overtime rates, provided that the employee presents for work as requested.
- 21.3 All overtime worked on Sunday will be paid for at double time with a minimum payment of four (4) hours unless the overtime is continuous with rostered ordinary time.
- 21.4 In computing overtime, each day shall stand alone but when an employee works overtime which continues beyond midnight on any day, the time worked after midnight shall be deemed to be part of the previous day's work.
- 21.5 By agreement between the Company and the employee, overtime worked may be taken as time off in lieu of payment on the basis of equivalent hours worked. This alternative to payment shall only apply by agreement between the Company and the employee concerned. If, on the termination of the employee's employment, such time off in lieu of payment has not been taken, the Company must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.
- 21.6 Reasonable Overtime
- 21.6.1 Subject to Clause 21.6.3 below, the Company may require an employee to work reasonable overtime at overtime rates.
- 21.6.2 An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable,
- 21.6.3 For the purposes of Clause 21.6.2 what is unreasonable or otherwise will be determined having regard to;
- (i) any risk to employee health and safety;
 - (ii) the employee's personal circumstances including any family and carer responsibilities;
 - (iii) the needs of the workplace or enterprise;
 - (iv) the notice (if any) given by the Company of the overtime and by the employee of his or her intent to refuse it; and
 - (v) any other relevant matter.
- 21.7 Ten Hour Break
- 21.7.1 When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that an employee has at least ten consecutive hours off duty between the work of successive days.
- 21.7.2 An employee who has not had at least ten consecutive hours off duty between those times shall be released after completion of such overtime until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 21.7.3 If, on the instructions of the Company, such an employee resumes or continues work without having had such ten consecutive hours off duty, the employee shall be paid at double time rates until released from duty and shall then be entitled to be absent for such period of ten

consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

21.7.4 By agreement between the employer and individual employee, the 10-hour break provided for in this subclause may be reduced to a period no less than 8 hours.

21.7.5 The provisions of this subclause will apply in the case of shift workers as if 8 hours were substituted for 10 hours when overtime is worked:

- (a) for the purpose of changing shift rosters; or
- (b) where a shift worker does not report for duty and a day worker or a shift worker is required to replace the shift worker; or
- (c) where a shift is worked by arrangement between the employees themselves.

21.8 Recall

21.8.1 Where an employee who has left the site is recalled to work overtime, the employee shall be paid a minimum of four (4) hours at double time, provided that the employee presents for work at the time requested.

21.8.2 Where an employee is recalled to work they may be required to carry out any other work or tasks in addition to those associated with the purpose of the recall within their skills competence and training.

21.9 Meal Break on Overtime

21.9.1 Where overtime will exceed one and a half hours before or after an employee's normal finishing time, the employee will be entitled to a 20-minute break. If overtime is worked after the ceasing of their normal hours then the break will be taken prior to commencing overtime. If overtime is worked before the commencement of ordinary shift time then the break will be taken prior to normal shift start time, or at a time agreed with the Company. The break will be paid for at the rate of time and a half.

22. SHIFT WORK

22.1 The Company will provide employees seven (7) days written notice of any intention to work shift work or any variation to shift rosters. Shift rosters may be varied with less than seven (7) days notice by agreement between the Company and the employee(s) concerned.

22.2 Shift rosters will specify commencing and finishing times of ordinary work hours for all shifts.

22.3 Full time shift workers shall be allowed three (3) paid meal breaks of 20 minutes each per shift, to be taken at a time agreed to between the Company and employee(s).

22.4 Part-time shift workers working a minimum of four (4) hours per occasion shall be allowed a paid meal break of 20 minutes, at times to be agreed between the Company and employee(s).

22.5 The loading on the ordinary rates of pay for employees required to work early morning shift, afternoon shift or night shift shall be as follows:

- Early Morning Shift – 10%
- Afternoon Shift – 15%
- Night Shift – 30%

22.5.1 Early Morning Shift is a shift that commences at or after 3.00am and before 4.00am.

22.5.2 Afternoon shift is a shift that finishes after 5pm, 7.30pm or 8.00pm (refer clause 19.2.3, 19.2.4, 19.2.5) and at or before midnight.

22.5.3 Night shift is a shift that finishes after midnight and at or before 8am. Any shift that commences at or after midnight and before 3.00am shall be treated and paid for as night shift.

22.6 Shift work on a Saturday or Sunday shall be paid at the rates prescribed at clause 19.5 and 19.6, in substitution for the loadings specified in this clause.

22.7 Overtime penalties for shift-workers are in accordance with clause 21.

23. REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS

23.1 Employees in the following circumstances may make a request for a change in working arrangements under section 65 of the Fair Work Act if they have worked for the Company for at least 12 months:

- (a) The employee is a parent, or has responsibility for the care, of a child who is of school age or younger;
- (b) The employee is a carer (within the meaning of the *(Carer Recognition Act 2010)*).
- (c) The employee has a disability;
- (d) The employee is 55 or older;
- (e) The employee is experiencing violence from a member of the employee's family;
- (f) The employee provides care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care and support because the member is experiencing violence from the member's family.

23.2 Responding to the Request

- (a) Before responding to a request made under s.65, the employer must discuss the request with the employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the employee's circumstances having regard to: the needs of the employee arising from their circumstances; the consequences for the employee if changes in working arrangements are not made; and any reasonable business grounds for refusing the request.
- (b) The employer will provide the employee with a written response within 21 days of receiving the request, stating whether the request is granted or refused, consistent with the NES. If the employer refuses the request, the written response must include details of the reasons for the refusal, including the business grounds for the refusal and how the grounds apply to the decision.
- (c) If the employer and employee could not agree on a change in working arrangements, the written response must state whether or not there are any changes in working arrangements that the employer can offer the employee so as to better accommodate the employee's circumstances; and if the employer can offer the employee such changes in working arrangements, set out those changes in working arrangements.
- (d) Disputes about whether the employer has discussed the request with the employee and responded to the request consistent with the NES, may be dealt with under the Dispute Resolution provision of the enterprise agreement.

23.3 Reasonable Business Grounds

Under the NES the Employer may only refuse such requests on reasonable business grounds including, but are not limited to:

- (a) The arrangement requested by the employee would be too costly for the employer;
- (b) The employer does not have the capacity to change the working arrangements of other employees to accommodate the request;
- (c) It would be impractical to change the working arrangement for other employees or hire new employees, to accommodate the request;
- (d) The arrangement would likely lead to a significant loss in efficiency or productivity;
- (e) The arrangement would likely have a significant negative impact on customer service.

24. TERMINATION OF EMPLOYMENT

24.1 Notice of termination by the Company

In order to terminate the employment of an employee the Company shall give to the employee the following notice:

Period of continuous service	Period of notice
Less than 1 year	1 week
1 year but less than 3 years	2 weeks
3 years but less than 5 years	3 weeks
5 years and over	4 weeks

24.1.1 In addition to the notice in clause 24.1, 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.

24.1.2 Payment in lieu of the notice prescribed in clauses 24.1 and/or 24.1.1 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.

24.1.3 The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the employee's employment had continued until the end of the required period of notice, the Company would have become liable to pay to the employee because of the employment continuing during that period. That total must be calculated on the basis of:

- (a) the employee's ordinary hours of work (even if not standard hours); and
- (b) the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and
- (c) any other amounts payable under the employee's contract of employment.

24.1.4 The period of notice in this clause does not apply:

- (a) in the case of dismissal for serious misconduct;
- (b) to employees engaged for a specific period of time or for a specific task or tasks;
- (c) to casual employees.

24.2 Notice of termination by Employee

24.2.1 The notice of termination required to be given by an employee shall be the same as that required of the Company, save and except that there shall be no additional notice based on the age of the employee concerned.

24.3 Standing down of Employees

24.3.1 Notwithstanding anything elsewhere contained in this Agreement, the Company shall have the right to deduct payment for any day or part of a day on which an employee cannot be usefully employed, because of any strike or through any breakdown of machinery or any stoppage of work by any cause for which the Company cannot be reasonably held responsible. This does not break the continuity of employment of the employee for the purpose of any entitlement. The provisions of the *Fair Work Act 2009* shall apply.

24.3.2 In the event of a failure or shortage of utilities services (i.e. power, water, etc.), the Company may deduct wages from the employees if they are not required to remain on site and available for work; subject to the following:

- 24.3.3** Where an employee cannot be provided with work from the rostered starting time, the employee shall be entitled to 2 hours pay.
- 24.3.4** Where an employee has commenced normal work, the employee shall be provided with 4 hours work or paid for 4 hours work.
- 24.3.5** Where an employee is contacted prior to the commencement of their shift and prior to leaving their place of residence the employee will not be entitled to payment.

24.4 Abandonment of Employment

- 24.4.1** An employee absent from duty for more than three (3) days without notifying the Company will be deemed to have abandoned employment on the last day of duty. The Company will take any reasonable steps to be informed of the employee's situation over the next seven (7) days including, where necessary, by attempting to contact the employee via registered mail at the last notified address of the employee. However, if an employee is able to establish to the satisfaction of the Company that a good and cogent reason existed for this then the absence will not be deemed 'abandonment of employment'.
- 24.4.2** Where the employee does not provide a valid reason for the unauthorised absence or does not respond to attempts by the Company to contact them, then the Company will commence action to terminate the employment in accordance with the provisions in the NES.

25. REDUNDANCY

- 25.1** Where the Company has made a definite decision to make a full-time or part-time employee redundant (does not include casual employees) and this is not due to the ordinary and customary turnover of labour, the Company shall hold discussions with the employee/s as soon as is practicable, providing relevant information regarding the proposed termination/s.

25.2 Severance Pay for Employees employed before 26/11/11

- 25.2.1** In addition to the period of notice prescribed for in ordinary termination a full time or part-time employee whose employment is terminated for reasons of redundancy shall be entitled to severance payment based on the following formula:

- (a) Four (4) weeks pay;
- (b) A further four (4) weeks pay for each year of service, calculated to completed quarters;
- (c) Provided that the total payment made, including the payment in lieu of notice if the 4 week's notice period is not given, will not exceed 56 weeks pay.

25.3 Severance Pay for Employees employed on or after 26/11/11

In addition to the period of notice prescribed for in ordinary termination a full time or part-time employee whose employment is terminated for reasons of redundancy shall be entitled to the following amount of severance pay in respect of a continuous period of service.

Period of Continuing Service	Severance Pay
Less than 1 year	Nil
1 year but less than 2 years	4 weeks pay
2 years but less than 3 years	6 weeks pay
3 years but less than 4 years	7 weeks pay
4 years but less than 5 years	8 weeks pay
5 years but less than 6 years	10 weeks pay
6 years but less than 7 years	11 weeks pay



7 years but less than 8 years	13 weeks pay
8 years but less than 9 years	14 weeks pay
9 years and over	16 weeks pay

"Weeks pay" means the classification rate as per clause 15.1 for the employee concerned.

Weeks pay for part-time variable hours employee means the average of the ordinary hours worked in the previous 12 months.

25.4 Employees Exempted

This clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal such as theft, breach of quarantine, malingering, inefficiency, neglect of duty or misconduct; or in the case of casual employees or employees engaged for a specific period of time or for a specified task or tasks.

25.5 Notice to Commonwealth Agency

Where a decision has been made to terminate employment for 15 employees or more in the circumstances outlined in 23.1, the Company shall notify the relevant Commonwealth agency thereof as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

25.6 Transmission of business

25.6.1 Where a business is transmitted from one Company to another, as set out in the Redundancy clause of this agreement, the period of continuous service that the employee had with the transmitter or any prior transmitter is deemed to be service with the transferee and taken into account when calculating notice of termination. However, an employee shall not be entitled to notice of termination or payment in lieu of notice for any period of continuous service in respect of which notice has already been given or paid for.

25.6.2 The provisions of this clause are not applicable where a business is after the date of this agreement, transmitted from the Company (in this sub-clause called the transmitter) to another Company (in this sub-clause called the transferee), in any of the following circumstances:

(a) Where the employee accepts employment with the transferee which recognises the period of continuous service which the employee had with the transmitter and any prior transmitter to be continuous service of the employee with the transferee; or

(b) Where the employee rejects an offer of employment with the transferee:

in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmitter; and

which recognises the period of continuous service which the employee had with the transmitter and any prior transmitter to be continuous service of the employee with the transferee.

25.6.3 In this clause:

(a) business includes all and any part of the Company's business; and

(b) transmission includes transfer, conveyance, assignment or succession whether by agreement or by operation of law; and

(c) transmitted has a corresponding meaning.

26. ANNUAL LEAVE

26.1 The provisions of this clause apply to full-time and part-time employees (on a pro rata basis) but do not apply to casual employees. The entitlements of casual employees are set out in Clause 14.4 of this Agreement.

26.1.1 Annual leave of 4 weeks each year accrues progressively according to an employee's ordinary hours of work. An employee can request to take a period of leave once accrued, at any time.

26.1.2 Employees are required to complete an Application for Leave Form & the granting of such leave will be subject to authorisation by the relevant Supervisor/Manager. The granting of leave shall not be unreasonably refused.

26.1.3 A seven-day shift worker who is regularly rostered to work on Sundays and public holidays shall be entitled to an extra one week's leave.

26.2 Payment for Period of Leave

26.2.1 Employees may request that the annual leave period be paid in advance in the first week of the leave taken. In order for this option to be taken the employee is required to indicate their preference to be paid in advance on their leave application.

In the event that no indication is made then the employee will receive the payment for their annual leave as per the normal pay cycle.

26.2.2 When an employee takes annual leave they shall be paid at the ordinary rate of pay plus annual leave loading (as per Clause 26.3 below); leading hand allowance, supervisor allowance, QA/QC allowance, machine minder/operator allowance, forklift allowance, first aid allowance, WHS committee member allowance, fire warden allowance and attendance bonus as per Clause 16.2 which is applicable to the employee.

26.3 Annual Leave Loading

26.3.1 During a period of annual leave an employee shall receive a loading calculated on the appropriate base rate of pay, subject to the following provisions.

26.3.2 All employees, other than night shift workers, will receive an annual leave loading of 20% on any period of annual leave. Night shift workers shall be paid an annual leave loading of 30% on any period of annual leave. The annual leave loading will be calculated on the applicable base rate of pay, excluding any other loadings, penalty rates or other allowances.

26.3.3 Annual leave loading will be paid on all accrued annual leave.

26.4 Annual Leave Exclusion of Public Holidays

26.4.1 If the period during which an employee takes paid annual leave includes a day or days that is a public holiday in the place where the employee is based for work purposes, the employee is taken not to be on paid annual leave on that public holiday.

26.5 Cashing Out of Annual Leave

26.5.1 Where an employee elects, the Company may at its discretion agree to cash out annual leave of up to two (2) weeks of the employees annual leave entitlement, during each 12 month period (the 12 month period being equivalent to dates relevant to rate increases as per Clause 16) provided that the cashing out would not result in the employees remaining accrued entitlement to paid annual leave falling below four (4) weeks.

26.5.2 Each election to cash out annual leave must be in writing from the employee, approved by the employee's Supervisor and authorised by the Divisional Manager, taking into account any relevant Workplace Health and Safety considerations.

26.5.3 Annual leave that is cashed out to an employee shall be paid at the ordinary rate of pay plus annual leave loading or applicable shift penalty whichever is greater as per clause 26.3.2.

26.6 Excessive Leave

26.6.1 If the Company has genuinely tried to reach agreement with an employee as to the timing of taking annual leave, the Company can require the employee to take annual leave by giving no less than 8 weeks' notice of the time when such leave is to be taken if at the time the direction is given, the employee has eight weeks or more of annual leave accrued.

26.7 Annual close down

26.7.1 Where the Employer closes down the enterprise or part of it (for example, around Christmas or New Year period), the employees may be directed to take accrued annual leave, provided that:

- (a) at least four week's notice has been given of the close down dates; and
- (b) an employee who has accrued sufficient leave to cover the period of the close down, is allowed leave and also paid for that leave at the appropriate wage; and
- (c) an employee who has not accrued sufficient leave to cover part or all of the close down, is allowed paid leave for the period for which they have accrued sufficient leave and given unpaid leave for the remainder of the closedown; and
- (d) any leave taken by an employee as a result of a close down counts as service by the employee with their employer.

27. LONG SERVICE LEAVE

27.1 An employee shall be entitled to Long Service Leave with pay, subject to and in accordance with the *Long Service Leave Act 1955* (NSW), as consolidated, amended or replaced.

28. PERSONAL LEAVE (SICK LEAVE & CARER'S LEAVE)

28.1 The provisions of this clause apply to full-time and part-time employees (on a pro rata basis) but do not apply to casual employees. The entitlements of casual employees are set out in Clause 14.4 of this Agreement.

28.2 Amount of leave

For each year of service with the Company, a full-time employee is entitled to accrue 10 days (76 hours) of paid personal leave. Part-time employees accrue leave based on the ordinary hours worked up to a maximum of 10 days (76 hours).

28.3 Accrual of leave

An employee's entitlement to paid personal leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.

28.4 Taking paid Personal Leave

An employee may take paid personal leave if the leave is taken:

- (a) because the employee is not fit for work due to a personal illness, or personal injury, affecting the employee; or
- (b) to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:

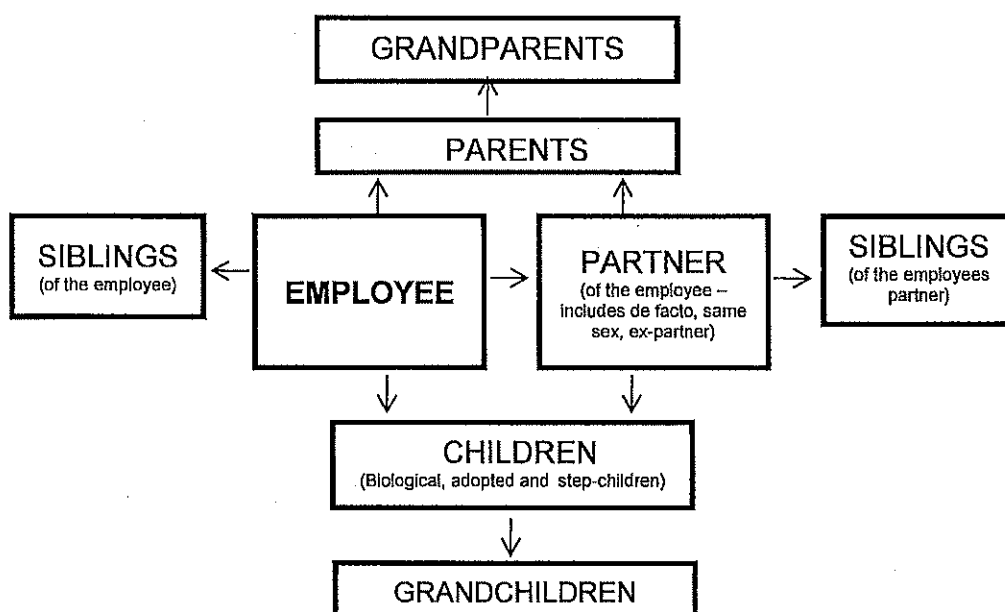
- (i) a personal illness, or personal injury, affecting the member; or
- (ii) an unexpected emergency affecting the member.

28.5 Definitions

28.5.1 The term Immediate Family (and Household Members) is defined as follows:
The *Fair Work Act 2009* (Cth) defines *immediate family* as:

- (a) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
- (b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.

These relationships are summarised in the diagram below:



Exclusions: Aunts, uncles, cousins, partners of an employee's sibling and pets. Household members are those people who live with the employee at the time that such leave is requested.

28.6 Notice (Employee – Sick leave)

28.6.1 The employee must give to the Company, notice that the employee is (or will be) absent from his or her employment because of a personal illness or injury of the employee. The notice must be given to the Company as soon as reasonably practicable (which may be at a time before or after the personal leave has started).

28.7 Evidence Supporting Claim – (Employee - Sick Leave)

28.7.1 Employees are entitled to have three (3) single days personal leave in each 12-month period without having to provide evidence (the twelve (12) month period being equivalent to dates relevant to rate increases as per Clause 16). When taking further personal leave days, the employee shall provide satisfactory evidence to the Company.

Satisfactory evidence is as follows:

- If personal leave is claimed for an absence of one (1) or two (2) consecutive days a statutory declaration, pharmacy certificate or medical certificate is required as evidence for such absence.

- All absences of three (3) consecutive days or more require the provision of a medical certificate as evidence for such absence. A statutory declaration or pharmacy certificate is not acceptable evidence for such absence.

28.7.2 Employees on performance management for personal leave will be required to provide a medical certificate for a period of six months from the date of the written request to do so.

28.8 Notice (Employee – Carers Leave)

28.8.1 The employee shall, wherever practicable, give the Company notice prior to the absence of the intention to take carer's 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 Company by telephone of such absence at the first opportunity on the day of absence.

28.9 Evidence supporting claim – (Employee - Carers Leave)

- (a) When taking leave to care for an immediate family or household member, the employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
- (b) When taking leave to care for members of their immediate family or household who require care due to an unexpected emergency, the employee must, if required by the Company, establish by production of documentation acceptable to the Company or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

28.10 Payment for Personal Leave

28.10.1 The Company shall pay the employee, for the period of the personal leave at the ordinary rate of pay plus leading hand allowance, supervisor allowance, QA/QC allowance, machine minder/operator allowance, forklift allowance, first aid allowance, WHS committee member allowance and fire warden allowance as per Clause 16.2 which is applicable to the employee.

28.10.2 Any employee who leaves the Company's employment shall not be entitled to payment of personal leave.

28.10.3 Upon written request from an employee, the Company may agree to the paying out of any untaken excess sick leave at the end of each completed year of service, on the following basis:

- (a) Excess sick leave shall for the purposes of this Agreement be defined as the amount of untaken sick leave, or accrued sick leave, that exceeds fifteen (15) days as referred to in the Fair Work Act 2009; and
- (b) The employee has not used more than four (4) day's sick leave during the previous entitlement year;
- (c) The Company will pay on the employees' request each anniversary accrued sick leave in excess of 15 days. Payment of excess sick leave will not exceed more than 10 days in any one entitlement year. Such request for payment of excess sick leave must be made in writing by completing an Application for Leave Form.

Where an employee has more than 7 years' service with the Company clause 28.10.3(b) above will not apply.

28.11 Unpaid personal leave

28.11.1 Where an employee has exhausted all paid personal leave entitlements, they are entitled to take unpaid personal leave to care for members of their immediate family or household who

requires care or support because of personal illness, personal injury, or an unexpected emergency, affecting the member.

28.11.2 The Company and the employee shall agree on the period. In the absence of agreement, the employee is entitled to take up to two (2) days of unpaid carer's leave per occasion, provided the employee complies with the notice and evidence requirements of this clause. Unpaid carer's leave can be taken in a single unbroken period or any separate periods agreed between the employee and Company.

29. COMPASSIONATE LEAVE

29.1 Paid Leave Entitlement

29.1.1 An employee is entitled to use two (2) days compassionate leave for each occasion on which a member of the employee's immediate family or household:

- (a) contracts or develops a personal illness that poses a serious threat to his or her life; or
- (b) sustains a personal injury that poses a serious threat to his or her life; or
- (c) dies
- (d) a child is stillborn, where the child would have been a member of the employee's immediate family, or a member of the employee's household, if the child had been born alive; or
- (e) the employee, or the employee's spouse or de facto partner, has a miscarriage.

Clause 29.1.1(e) does not apply:

- if the miscarriage results in a stillborn child; or
- to a former spouse, or former de facto partner, of the employee.

Upon request from an employee, the Company may approve up to 5 days paid compassionate leave on the death of a member of the employee's immediate family or household.

When an employee takes paid compassionate leave, the Company must pay the employee at the employee's basic rate of pay for the ordinary time the employee would have worked but for the leave period.

29.2 Evidence Supporting Claim

29.2.1 The employee is only entitled to compassionate leave if the employee gives the Company any evidence that the Company reasonably required of the illness, injury or death.

29.3 Taking Compassionate Leave

29.3.1 An employee is entitled to take the compassionate leave in a single unbroken period, in separate periods of one (1) day each or any separate periods agreed between the employee and the Company. Where the employee is taking compassionate leave to spend time with a member of the employee's immediate family or household who has contracted or developed a personal illness or sustained a personal injury as outlined in this clause, the employee is entitled to start to take the compassionate leave at any time while the illness or injury persists.

29.4 Unpaid Leave Entitlement

29.4.1 The employee is entitled to take up to two (2) days unpaid compassionate leave per occasion. An employee may take additional unpaid compassionate leave by agreement with the Company.



30. PARENTAL LEAVE

- 30.1** Full-time and part-time employees, and eligible casual employees, are entitled to take parental leave in accordance with the National Employment Standards (NES) after the completion of twelve (12) months continuous service with the Company. An employee may be entitled to twelve (12) months of unpaid parental leave where the leave is associated with the birth of a child to the employee or the employee's spouse or de factor partner or where the leave is associated with the placement of a child with the employee for adoption. The Company undertakes to manage parental leave in line with the provisions of the NES and to develop policies and procedures to facilitate employees accessing these entitlements.
- 30.2** The Company will not fail to re-engage a casual employee because the employee or employee's spouse or de factor partner is pregnant; or the employee is or has been immediately absent on parental leave. The rights of the Company in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

31. COMMUNITY SERVICE LEAVE

- 31.1** An employee who engages in an eligible community service activity (other than jury service) is entitled to unpaid community service leave in accordance with the National Employment Standards.
- 31.1.1** Eligible community service activity includes a voluntary emergency activity or an activity prescribed in the regulations to the Act.
- 31.1.2** An employee engages in a voluntary emergency activity if, and only if:
- (a) The employee engages in an activity that involves dealing with an emergency or natural disaster; and
 - (b) The employee engages in the activity on a voluntary basis (whether or not the employee directly or indirectly takes or agrees to take an honorarium, gratuity or similar payment for engaging in the activity); and
 - (c) The employee is a member of, or has a member-like association with, a recognised emergency management body e.g. RFS, Army Reserve etc.; and
 - (d) Either the employee was requested by or on behalf of the body to engage in the activity, or no such request was made but it would be reasonable to expect that, if the circumstances had permitted the making of such a request, it is likely that such a request would have been made.

31.1.3 Notice and evidence requirements

An employee who wants an absence from his or her employment to perform an eligible community service activity must give the Company notice of the absence. The notice must be given to the Company as soon as practicable (which may be a time after the leave has started) and must advise the Company of the expected period of the leave.
Evidence:

An employee must, if required by the Company, give the Company evidence that would satisfy a reasonable person that the absence is because the employee has been or will be engaging in an eligible community service activity.

31.2 Jury Service Leave

- 31.2.1** If an employee, other than a casual employee, is required to attend on any day or days at Court in compliance with a Summons to appear as a juror he/she shall for each day of which he/she attends be granted leave by the Company for that day.

31.2.2 Payment for jury service shall be made to all eligible employees in accordance with the Fair Work Act 2009, excluding section 111(5) of the Act i.e. entitlement to jury service shall not be capped at 10 days.

(a) Eligible employees shall be paid an amount equal to the difference between the fee to which they are entitled for attending on such day (excluding reimbursement of travel, accommodation and meal costs) and what they would have been paid for normal rostered hours of work for that day(s) to ensure there is no loss of pay for being on jury service.

(b) Regardless of whether any payment has been made by the court an employee who presents for jury selection and does not receive payment, (unless otherwise eligible) shall be paid for their absence from work on jury service.

31.2.3 The employee must notify the Company as soon as practicable that he/she received such a summons. A copy of the summons must be attached to a completed application for leave form.

32. FAMILY AND DOMESTIC VIOLENCE LEAVE

32.1 Family and Domestic Violence is violent, threatening or other abusive behaviour by a close relative of an employee that seeks to coerce or control the employee and that causes them harm or to be fearful. As per the NES, a close relative of the employee is a person who is a member of the employee's immediate family or is related to the employee according to Aboriginal or Torres Strait Islander Kinship rules.

32.2 In accordance with the NES, all employees (including part time and casual employees) are entitled to 5 days' unpaid leave to deal with family and domestic violence if they are experiencing family and domestic violence, need to do something to deal with the impact of family and domestic violence and it is impractical for the employee to do so outside their ordinary hours of work.

32.3 The leave is available in full at the start of each 12-month period of the employee's employment and does not accumulate from year to year.

32.4 An employee must give the Company notice of taking leave as soon as practicable and advise the expected period of absence.

32.5 The employee is only entitled to Domestic Violence Leave if the employee gives the Company any evidence that the Company reasonably required for the leave such as Police Report, Court Attendance Notice, AVO, Medical Certificate.

32.6 The Company will ensure all information relating to the family and domestic violence matter is treated confidentially, as far as reasonably practicable.

33. PUBLIC HOLIDAYS

33.1 Subject to the conditions contained herein, full time and part time employees shall be entitled to gazetted public holidays without loss of pay. These are Christmas Day, Boxing Day, New Years Day, Australia Day, Labour Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Queens Birthday, Anzac Day, Union Picnic Day and any day gazetted under state or territory law as a public holiday.

33.1.1 The Union Picnic Day shall be observed on the first Monday in August each year. A day in lieu may be taken within the following 12 months. The Union Picnic Day does not accumulate from year to year.

33.2 Where an employee is absent from employment on the working day before or the working day after a public holiday they must provide the Company with a medical certificate or statutory declaration to the satisfaction of the Company.

- 33.3** Where shifts commence between 10.00 p.m. and midnight on a Sunday or Public Holiday the time so worked before midnight shall not entitle the employee to the Sunday or Public Holiday rate.
- 33.4** Afternoon Shift and Night Shift shall have the working day off prior to a public holiday in lieu of the actual public holiday day, if required by the Company for operational reasons. Example – if Wednesday is a public holiday and for operational reasons night shift employees are not required to work Tuesday night, they will have Tuesday night as their public holiday and therefore Wednesday night shift will be an ordinary shift.
- 33.5** Where Public Holidays create a four-day break on more, in order to meet customer needs the company may require the employees to work on one or more of the public holidays.
- 33.6** The Company will give employees 4 weeks' notice of their intent and 2 weeks' notice to confirm should the Company be required to process on any of the public holidays.
- 33.7** It is acknowledged that at times the Company is provided with minimal notice from its customers as to their requirements, and there exists a need to respond to these demands. In relation to the notification periods specified in 30.6, these may be waived or varied by mutual agreement between the Company and the effected employees.
- 33.8** Where an employee is required to work on public holidays, the employee shall be paid for at the rate of double time and one half of the ordinary rate of pay.
- 33.9** Full-time permanent employees working less than normal ordinary hours on public holidays shall be paid equivalent to their normal ordinary hours, e.g. a full-time employee is requested to work 6 hours on a public holiday, their normal ordinary hours are 8.00 – they will be paid 8.00 hours at the relevant public holiday rate of pay as if they had actually worked 8.00 hours.
- 33.10** By agreement between an employee and the Company, an employee who works a public holiday may elect to take payment for working at time and one half and receive a day off in lieu equal to hours worked (i.e. hour for hour). The day off in lieu must be taken with least disruption to operational efficiency and must be agreed with the Company.
- 33.11** Part-time employees will be entitled to payment for the public holidays on a proportionate basis. Whatever they are rostered to work. A part-time employee whose part-time hours do not include the day of the week on which the public holiday occurs will not be entitled to any payment.
- 33.12** *Employee entitled to be absent on public holiday*

- (1) An employee is entitled to be absent from his or her employment on a day or part-day that is a public holiday in the place where the employee is based for work purposes.

Reasonable requests to work on public holidays

- (2) However, an employer may request an employee to work on a public holiday if the request is reasonable.
- (3) If an employer requests an employee to work on a public holiday, the employee may refuse the request if:
- (a) the request is not reasonable; or
 - (b) the refusal is reasonable.
- (4) In determining whether a request, or a refusal of a request, to work on a public holiday is reasonable, the following must be taken into account:
- (a) the nature of the employer's workplace or enterprise (including its operational



- requirements), and the nature of the work performed by the employee;
- (b) the employee's personal circumstances, including family responsibilities;
- (c) whether the employee could reasonably expect that the employer might request work on the public holiday;
- (d) whether the employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, work on the public holiday;
- (e) the type of employment of the employee (for example, whether full-time, part-time, casual or shiftwork);
- (f) the amount of notice in advance of the public holiday given by the employer when making the request;
- (g) in relation to the refusal of a request – the amount of notice in advance of the public holiday given by the employee when refusing the request;
- (h) any other relevant matter.

34. WORKPLACE INJURY

- 34.1** If an employee has an accident at his or her place of employment they shall be paid in accordance with the NSW Workers Compensation Act as consolidated, amended or replaced.
- 34.2** When calculating the wages of a casual employee it will be based on the number of hours worked per week over the last 12 months with the Company, or if less than one month the average for the time worked. The amount to be paid is the normal rate of pay (i.e. ordinary base rate plus casual loading).

35. CLOTHING AND EQUIPMENT

- 35.1** Where the Company requires the wearing of particular work clothing and/or protective equipment, then such items shall be provided free of cost by the Company.
- 35.2** Work clothing and protective equipment provided by the Company for the benefit of the employee remains the property of the Company. It is a condition of employment that where any item as described above is supplied then the employee must adhere to safety procedures, wear protective clothing and use the protective equipment at all times when performing their job.
- 35.3** Employees will be responsible for care and safe keeping of the uniform and protective equipment in accordance with the Company's standards. Failure to comply with this requirement may result in disciplinary action.
- 35.4** The employer will be responsible for laundering the uniform and providing replacement items as necessary, as a result of reasonable use, wear or damage.
- 35.5** Upon termination of employment it is the responsibility of the employees to return all Company property, including work clothing and equipment.

36. TRAINING

- 36.1** The Company is committed to training and multi-skilling of all its employees. All employees shall be encouraged to participate in formal training such as, but not limited to:
 - a. Hygiene.
 - b. Quarantine
 - c. Food Handling
- 36.2** Such training will include on and off the job, as well as within and outside working hours.
- 36.3** It is agreed that ordinary time, and not overtime rates, will be paid or given as time off in lieu to those employees who agree to attend company initiated training outside normal rostered hours

of work. Payment will not exceed the normal ordinary hours that would have been worked by the employee for that day and payment shall not be made for travelling time.

36.4 Any approved costs for such training, excluding travelling costs will be borne by the Company.

36.5 An employee shall not unreasonably refuse to attend training outside ordinary hours, however, any employee not wishing to undertake training shall do so without prejudice to that employee.

37. MULTI SKILLING

37.1 All employees agree to continue their positive cooperation in becoming multi-skilled in order to maximise site productivity and to perform a wider range of duties including work which is incidental or peripheral to their main tasks or functions. Employees also agree to be trained and work across other classifications on site.

37.2 There is no demarcations of any sort on any site provided that employees are properly trained and qualified for the work tasks required of them.

37.3 The Company may direct an employee to carry out such duties as are within the employee's skill, competence and training as part of the development towards higher classification, provided that such duties are not designed to promote de-skilling.

38. AMENITIES

38.1 The Company is to provide:

38.1.1 Separate male and female dressing rooms containing showers, lockers with lock and key for each employee, for which the employee is responsible.

38.1.2 Clean well-ventilated lunchrooms, with facilities for cold and boiling water, refrigerator and heating appliance for meals.

38.2 The Company with the cooperation of employees, will ensure amenities are kept clean and in a sanitary condition.

38.3 Employees are not to consume food, drink or smoke in a locker room or any building attached to the food production area. Employees may smoke in approved breaks in areas designated by the Company. Employees are to comply with the Company's instructions as health regulations.

38.4 The company may instruct employees to confine the smoking of cigarettes to a single designated area.

39. SMOKE FREE WORKPLACE

39.1 The Company is committed to providing a safe working environment where Company premises and vehicles are designated as smoke-free. Employees will only be permitted to smoke in a designated smoking area. Failure to adhere to these rules may result in disciplinary action.

40. DRUGS AND ALCOHOL

40.1 All parties covered by this Agreement are committed to providing a safe working environment. Any employee affected by alcohol or any other drug will not be permitted to work or operate any equipment.

40.2 The employee must inform the employer, prior to commencing work if they are or suspect they may be under the influence of drugs (including prescribed drugs which may inhibit the employee to perform the inherent requirements of their role), alcohol, or any other substance which may affect the employee's ability to work or to use any of the employer's equipment.



- 40.3** No employee will be permitted to remain at work if they are or give the appearance that they are under the influence of alcohol or drugs (prescribed or otherwise). If an employee attends for work under the influence of alcohol or drugs then the employer will arrange to transport the employee home.
- 40.4** Testing for drugs and alcohol under this clause will be in accordance with the relevant Company Policy.
- 40.4.1** Taking into consideration the circumstances whereby an employee has been found to be under the influence of alcohol or drugs and failed to notify the Company as per clause 40.2 above, disciplinary action may be carried out by the Company which may include termination of employment.

41. CONFIDENTIALITY AND SECURITY

- 41.1** All employees are required to keep information about the business of the employer confidential. It is agreed that disclosure may only be made with the express consent of the employer.
- 41.1.1** Confidential information is 'information not available to the public at large'.
- 41.1.2** No employee may take any non-employee of the Company on site without the express approval of Management. In such cases, all visitors must sign in the visitor's log and wear safety clothing as is appropriate and requested for that area.

41.2 Statements to the Media

No confidential information about the Company or its activities will be made to the media by any employee without the express permission of the Managing Director.

42. INDIVIDUAL FLEXIBILITY ARRANGEMENT

- 42.1** The Company and an employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
- (a) the agreement deals with one or more of the following matters:
 - i. arrangements about when work is performed;
 - ii. overtime rates;
 - iii. penalty rates;
 - iv. allowances;
 - v. leave loading; and
 - (b) the arrangement is genuinely agreed to by the Company and employee.
- 42.2** The Company must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (c) results in the employee being better off overall than the employee would be if no arrangement was made.
- 42.3** The Company must ensure that the individual flexibility arrangement:
- (a) is in writing; and
 - (b) includes the name of the Company and employee; and
 - (c) is signed by the Company and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and includes details of:
 - i. the terms of the enterprise agreement that will be varied by the arrangement; and
 - ii. how the arrangement will vary the effect of the terms.
 - (d) states the day on which the arrangement commences.

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

42.5 The Company or an employee may terminate the individual flexibility arrangement:

- (a) by giving no more than 28 days' notice to the other party to the arrangement; or
- (b) if the Company and the employee agree in writing at any time.

43. UNION MATTERS

43.1 Notice Board

The Company shall supply and erect a notice board in a suitable prominent location for the purpose of posting any notice in connection with or other matters in relation to the employment of the employees which the Union may require to have posted.

43.2 Right of Entry of Union Officials

In order to facilitate the operations of this Agreement an authorised Union Representative is entitled to enter at reasonable times upon the premises with 24 hours notice to the Site Manager or relevant Company representative (unless otherwise agreed by the Company) to interview any employee but not to interfere unreasonably with the employers business.

Right of entry under this clause is also subject to the requirements specified in Part 3-4 of the *Fair Work Act 2009*.

43.3 Inductions

The Union Delegate will have a paid 15 minute period per week to meet with new employees and Labour hire workers for the purpose of explaining this agreement and Union matters.

43.4 Time and Wages Records

The Company keeps time and wages records for all employees and allow an authorised Union Official to inspect them in accordance with the *Fair Work Act 2009*.

43.5 Union Representative

The Company recognises the Union Delegate (elected by the members) as the on-site representative of the Union.

The Company will provide the Delegate with access to resources (including photocopier, telephone) to perform their role.

Allow a maximum of 6 Delegates up to 5 Days paid training leave per year.

43.6 Union Meetings

Employees will be granted up to three (3) hours paid time annually to attend Union meetings on site.

43.7 Consultative Arrangements

(a) A Joint Consultative Committee (JCC) of employees, Company representatives, Union Delegates and Union Organisers shall be maintained for the purpose of providing a consultative mechanism in the workplace.

(b) The JCC will meet once every month for up to one hour during working time to discuss workplace issues. Unless otherwise agreed only one (1) Union Delegate/Employee Representative per Department is permitted to attend.

- (c) Minute-taker to be provided by the Company and minutes to be distributed to Union Delegates as well as placed on Noticeboards within three (3) working days.
- (d) Union Delegates/Employee Representatives who attend meetings outside their ordinary hours of work shall be paid for the time they are in attendance.

44. RENEGOTIATION OF NEW AGREEMENT

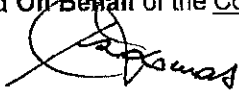
- 44.1** The parties agree to commence negotiations for a new enterprise agreement to succeed this agreement at least 3 months prior to the nominal expiry of this agreement. The negotiations will be conducted on a collective basis between the parties with the negotiated outcome being subject to approval of a vote of the employees collectively.

Should the negotiations for the new collective agreement not be finalised prior to the nominal expired date of this agreement, existing rates of pay and conditions will continue to be observed for all employees by the parties.

45. SIGNATORIES

45.1 Signed For and On Behalf of the Company

Signed: *



Full Name (Printed): GEORGE TSEKOURAS

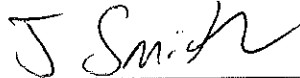
Address: 642 Great Western Highway
Pendle Hill, NSW 2145

Position: DIRECTOR

Dated: MON, 10/10, 2022

45.2 Signed For and On Behalf of the Employee's

Signed: *



Full Name (Printed): JUSTIN SMITH

Address: 34 UNION STREET NEWCASTLE WEST NSW 2302

Position: AMIEU NEWCASTLE & NORTHERN BRANCH SECRETARY

Dated: 20, 10, 2022

IN THE FAIR WORK COMMISSION

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

Matter number:

AG2022/4419

Employer:

Steggles Pty Limited; Steggles Foods Products Pty Ltd
(the Employers)

Application:


Section 185 – Application for approval of a single enterprise agreement, namely Steggles Beresfield Site (Production & Distribution Employees) Enterprise Agreement 2022-2026 (**Agreement**)

Undertaking- Section 190

I, Sonia Takla, National IR Manager, have the authority given to me by Steggles Pty Limited and Steggles Foods Products Pty Ltd, to give the following undertakings with respect to the *Steggles Beresfield Site (Production & Distribution Employees) Enterprise Agreement 2022-2026* ("the Agreement"):

1. Should the performance of an employee who is engaged on a piece work arrangement result in that employee being paid less in any particular pay period than what they would have been paid had they not been engaged on such an arrangement, the employer will pay the employee the hourly rate for their classification in this Agreement for the hours worked in that pay period, and the piece rate will not apply.
2. The "seven-day shiftworker" referred to in clause 26.1.3 is a shiftworker for the purposes of the additional week of annual leave provided for in s87(1)(b) of the Fair Work Act.

These undertakings are provided in response to the Fair Work Commission's invitation to provide such undertakings.

Date signed:	12 December 2022
Signature:	
Name:	Sonia Takla