

OLDFIELDS PTY LTD
Agreement 2023

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OLDFIELDS PTY LTD
AGREEMENT 2023 - 2026

1. TITLE

This Agreement shall be known as the Oldfields Pty Ltd, Moorebank Agreement 2023 - 2026

2. ARRANGEMENT

The Agreement is arranged as follows:

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3. APPLICATION

This Agreement shall apply at Oldfields Pty Ltd, 25 Helles Avenue, Moorebank, to all employees who are bound by the terms of the *Manufacturing and Associated Industries and Occupations Award 2020* and the *Storage Services and Wholesale Award 2020*, in so far as those provisions relate to the parties referred to in Clause 4 – Parties Bound – of this Agreement.

4. PARTIES BOUND

The parties bound by this Agreement are:

- a) Oldfields Pty Ltd (ACN 000 034 346) (**Company** and/or **Employer**);
- b) All employees engaged in the occupation, industries or callings specified in the *Manufacturing and Associated Industries and Occupations Award 2020*, and the *Storage Services and Wholesale Award 2020*, whether or not they be members of the organisations of employees listed in sub clause c) and sub clause d);
- c) Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, known as the Australian Manufacturing Workers Union (**AMWU**); and
- d) The National Union of Workers, New South Wales Branch.

5. DATE AND PERIOD OF OPERATION / RENEGOTIATION OF AGREEMENT

- 5.1 This Agreement shall operate from 7 days after the date the Agreement is approved by FWC and shall have a nominal expiry date of 31 March 2026.
- 5.2 Negotiations for a replacement collective agreement shall begin between Oldfields Pty Ltd, Australian Manufacturing Workers Union, the National Union of Workers, New South Wales Branch (as representatives of their members) and Employee Union Delegates and any other nominated representative no later than 75 days before the nominal expiry date of this Agreement.
- 5.3 It shall be the aim of the parties to reach a new agreement prior to the 31st March 2026. However if that does not occur the Employer agrees to continue to apply the terms of this Agreement until a new agreement is reached and that an application by the Employer to Fair Work Commission (**FWC**) for a termination of this Agreement shall only be made with the consent of the employees and the Unions.

6. APPLICATION OF RELEVANT AWARD & NES

- 6.1 The terms of the *Manufacturing & Associated Industries & Occupations Award 2020* and *Storage Services and Wholesale Award 2020*, or successor award(s) (**the Award**), as varied from time to time, are incorporated into this Agreement. If an incorporated Award term is inconsistent with an express term of this Agreement, the express term in the Agreement prevails over the incorporated Award term to the extent of the inconsistency.
- 6.2 Despite clause 6.1, any “flexibility term” (as defined in the *Fair Work Act 2009* (**the Act**)) that is contained in the Award(s) is not incorporated into this agreement.
- 6.3 In this Agreement references to the Award shall mean the Award as incorporated into the Agreement unless the context requires otherwise.
- 6.4 Upon incorporating Award terms into the Agreement the incorporated Award terms are to be read as altered with the appropriate changes to make them provisions of the Agreement rather than provisions of an award. So, for example, the loadings, penalties, and allowances in the Award apply to the rates of pay due under the Agreement, not the Award rate.
- 6.5 This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.
- 6.6 Employees will be entitled to family and domestic violence leave in accordance with the NES.

7. WAGES

This clause applies to employees who are employed either on or after this Agreement is made—see 33 Appendix C.

- 7.1 A wage increase of 5% will be payable from the first full pay period to commence on or after 31 March 2023, the first full pay period to commence on or after 31 March 2024, and the first full pay period to commence on or after 31 March 2025. These increases are set out at Appendix C.

8. WAGES – GRANDFATHERED CLAUSE

- 8.1 This clause applies to employees who are engaged by the Company prior to this Agreement being made (**Grandfathered Employees**).
- 8.1 The wages that are payable for all Grandfathered Employees are set out at Appendix B.
- 8.2 In support of Clause 8.1, a wage increase of 5% will be payable from the first full pay period to commence on or after 31 March 2023. Should this Agreement not be in place at such

date, employees will be back paid from the first pay period commencing on or after 31 March 2023 until the date the Agreement begins to operate.

- 8.3 The wage increases specified in sub clause 8.2 of this clause shall be payable in addition to the current enterprise rates of pay and shall constitute part of the all-purpose rate of pay in respect of the employees covered by this Agreement.
- 8.4 The wage increase referred to in sub clause 8.2 of this clause shall not be absorbed into any over award payment.
- 8.5 A further wage increase of 5% will be payable from the first full pay period to commence on or after 31 March 2024 and the first full pay period to commence on or after 31 March 2025.
- 8.6 There shall be no further wage increases for the life of this Agreement.

9. OBJECTIVES OF THE AGREEMENT

- 9.1 The parties commit to achieving the following objectives over the life of this agreement:
 - a) improved output levels per labour hours worked
 - b) multi-skilling
 - c) flexibility of work practices to allow suitably trained personnel to transfer between jobs the site as required. An employee transferred between jobs will not suffer any loss of pay in conjunction with this clause. Where an employee is performing duties at a higher classification, they will be paid at the higher wage for any time so worked.
 - d) the reduction of absenteeism at the enterprise. This shall apply for part and full day absences.
 - e) the quality of workmanship and the implementation of the Quality Management System
 - f) the reduction of scrap
 - g) the reduction of lost time due to accident and Workers Compensation claims
 - h) the reduction of work-in-progress levels
 - i) increased awareness of safety, the prevention of injuries and incidents, and that working safely is a condition of employment.

10. QUALITY OF PRODUCT

The responsibility for the quality of our products rests with everyone covered by this Agreement. All personnel have the authority to stop production and move to another production line in the event of a quality problem. Supervision must be advised in the event of such action.

11. NO EXTRA CLAIMS

The company and the Unions agree that they will not, for the duration of this agreement, pursue any extra claims for changes in relation to the matters dealt with by this agreement.

The company agrees that any award increase in allowances which may be granted as a result of a National Wage Case shall be recognised in any determination on wage rates.

12. CONSULTATION

12.1 This term applies if the Employer:

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

12.2 For a major change referred to in cl. 14.1(a):

- a) the Employer must notify the relevant employees of the decision to introduce the major change; and
- b) subclauses 14.3 to 14.8 apply.

12.3 The relevant employees may appoint a representative for the purposes of the procedures in this term.

12.4 If:

- a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- b) the employee or employees advise the Employer of the identity of the representative;
- c) the Employer must recognise the representative.

12.5 As soon as practicable after making its decision, the Employer must:

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

- 12.6 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 12.7 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 12.8 In this term, a major change is **likely to have a significant effect on employees** if it results in:
- a) the termination of the employment of employees; or
 - b) major change to the composition, operation or size of the Employer's workforce or to the skills required of employees; or
 - c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - d) the alteration of hours of work; or
 - e) the need to retrain employees;
 - f) the need to relocate employees to another workplace; or
 - g) the restructuring of jobs.

Changes to regular roster or ordinary hours of work

- 12.9 For a change referred to in clause 12.1(b):
- a) the Employer must notify the relevant employees of the proposed change; and
 - b) subclauses 12.10 to 12.14 apply.
- 12.10 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 12.11 If:
- a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - b) the employee or employees advise the Employer of the identity of the representative;
the Employer must recognise the representative.
- 12.12 As soon as practicable after proposing to introduce the change, the Employer must:
- a) discuss with the relevant employees the introduction of the change; and
 - b) for the purposes of the discussion – provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change;
and
 - (ii) information about what the Employer reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the Employer reasonably believes are likely to affect the employees; and
 - c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 12.13 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

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

12.15 In this term:

“relevant employees” means the employees who may be affected by a change referred to in clause 12.1.

13. NOT TO BE USED AS A PRECEDENT

This Agreement shall not be used in any manner whatsoever to obtain similar arrangements or benefits in any other plant or enterprise.

14. REDUNDANCY

14.1 The Company shall take steps to ensure that the enterprise has the benefit of a stable and committed work force. If redundancies are deemed necessary by Management, then the arrangements to apply are; Permanent employees engaged subsequent to the signing of this agreement date will be paid according to the Redundancy requirements as per the National Employment Standards (**NES**).

15. GRANDFATHERED REDUNDANCY CLAUSE

15.1 Those permanent Oldfields employees engaged as at the date of signing of this agreement will retain the Retrenchment agreement as per the previous Oldfields agreement 2014.

16. NATIONAL STANDARDS

16.1 This Agreement shall not operate so as to cause an employee to suffer a reduction in ordinary time earnings nor in National Standard such as standard hours of work, annual leave or long service leave which are protected by the National Employment Standards.

16.2 This Agreement will be read and interpreted in conjunction with the National Employment Standards (**NES**). Where there is an inconsistency between the Agreement and the NES, and the NES provides a greater benefit to employees, the NES will apply to the extent of the inconsistency.

17. INTRODUCTION OF MAJOR CHANGE IN THE WORKPLACE

17.1 Company's Duty to Notify

17.1.1 Where the company has made as definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the company shall notify the employees who may be affected by the proposed changes and their Union or Unions.

17.1.2 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.

17.1.3 Provided that where the award makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

17.2 Company's Duty to Discuss Change

17.2.1 The company shall discuss with the employees affected and if requested, with their Union or Unions, inter alia, the introduction of the changes referred to in 17.6.1.2 hereof, 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 and/or their Unions in relation to the changes.

17.2.2 The discussions shall commence as early as practicable after a definite decision has been made by the company to make the changes referred to in 17.6.1 hereof.

17.2.3 For the purposes of such discussion, the company shall provide in writing to the employees concerned and, if requested their Union or Unions, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that any company shall not be required to disclose confidential information, the disclosure of which would be inimical to the company's interests.

18. SUPERANNUATION

18.1 Definitions

18.1.1 Unless the contrary intention appears, an expression used in this clause has the same meaning as it has in the Superannuation Guarantee (Administration) Act 1992.

18.1.3 "Ordinary time earnings" is as defined in clause 8.3 of the Metal Industry Superannuation Award as at 1 January 1999, with the addition of Workers Compensation payments and

make up payments in respect of time off work.

18.2 Contributions

18.2.1 The company must contribute the superannuation at not less than the ordinary time earnings specified in the Superannuation Guarantee Charge Act 1992 and related legislation. This level of contribution shall be made in respect of all eligible employees.

18.2.2 *Superannuation contributions will be made to a fund of the employee's choice, subject to the following:*

a) The employer will provide an employee with a choice of fund form:

i. upon commencement of their employment;

ii. when the employer is notified by the ATO that the employee has a stapled fund; and

iii. at other times as requested.

b. If the employer provides an employee with a standard choice form, the employer will specify [Australian Super] (STA0100AU) as the employer nominated superannuation fund. If the employee does not exercise choice in the standard choice form, the employer will check with ATO if the employee has a stapled fund. If the employer is notified by the ATO that the employee has no stapled fund, the contributions will be made in accordance with choice of fund requirements to the employer nominated fund as specified in the standard choice form provided."

18.2.3 The contributions shall be made monthly or more frequently.

18.2.4 The contributions continue until the eligible employee/s employment is terminated or until it is no longer lawful to make contributions.

18.2.5 The provisions of the Metal Industry Superannuation Award 2000 clause 8, 9 and 11 as at 1 January 1999 shall be incorporated and apply as terms of this agreement.

19. HOURS OF WORK

The Hours of work are 38 hours of ordinary time per week.

Hours of work will be from 7.00am to 3.30pm Monday to Friday.

20. ROSTERED DAYS OFF/FLEXI DAYS (RDO's)

20.1 A full time permanent employee will work 40 ordinary hours per week (worked as five eight-hour days), with payment for 2 of those hours being accrued towards a paid rostered day off (RDO), therefore an employees pay is based on a 38 hour week (or 7.6 hours per day).

- 20.2 The Parties to this Agreement commit to managing RDO's/Flexi Days with minimal disruption to the Company's operational requirements. RDO's should be taken at a time upon agreed by the Company and the employee.
- 20.3 Notice of RDO/Flexi days – The employee will provide 5 days' notice when taking RDO/Flexi Days in accordance with clause 22.2, unless there are extenuating circumstances when a shorter period of notice may be given by agreement.
- 20.4 Banking of RDO's/Flexi Days - By agreement with the Company and employee, RDO's/Flexi Days may be accrued to a limit of 5 days and shall be taken in a manner and at a time agreed upon between the Company and the employee.

21. PROTECTIVE CLOTHING

- 21.1 The company will provide protective clothing to all of its employees, once they attain permanent status. The company agrees to issue the following:
- a) two pairs of trousers,
 - b) two shirts,
 - c) a jacket; and
 - d) pair of work boots.
- 21.2 This will occur on an as needs basis up to a maximum of one issue per two years for jackets and one issue per annum for work boots, shirts and pants.

22. WORK HEALTH AND SAFETY (WH&S)

Safety is an important and on-going concern for the management of Oldfields Pty Ltd.

The company and its employees have a commitment to continuing the establishment of an accident free workplace. This can be achieved by setting high safety standards and procedures, which are to be followed by both the Company and its employees.

Part of this commitment is the establishment and operation of a Work Health and Safety committee in accordance with the Work Health & Safety Act 2011.

There will be no change to the above objectives without mutual agreement between the parties.

Employees are required to follow all company WH&S procedures. In the case where a procedure is not followed by an employee, the company agrees to consult with the employee and if necessary, their employee Union. If such action is not successful or where the company feels safety remains at risk, then disciplinary action followed in accordance with disputes procedure, will be taken which may result in dismissal.

23. PERSONAL/CARERS LEAVE

Personal/Carers leave is available in accordance with the National Employment Standards of 10 days per year.

Employees are required to produce a medical certificate for all absences in excess of one day. Employees are also required to produce a medical certificate for any absences immediately prior to or after a public holiday, annual leave or an RDO.

Employees are allowed up to 5 single day's absence in a sick leave year without production of a medical certificate. However, where a pattern of absenteeism exists or when an employee exceeds 5 single-day occasions per year, the employee will be consulted by company management and, at the company discretion, he/she may be required to produce a doctor's certificate for all future absences regardless of the number of days involved.

24. GUARANTEE OF EMPLOYEE ENTITLEMENTS

The company agrees to make available to all employees a copy of the auditor's assurance letter within 4 weeks of the publication of the company's annual report. This is to satisfy the employees that the company has the ability to pay employees' entitlements to annual, sick and long service leave as and when they fall due.

25. DISPUTE RESOLUTION PROCEDURE

- 25.1 Matters arising from this agreement which may be resolved using the procedure in this clause are all matters which pertain to the relationship between the Employer and the Employees whose employment is covered by this agreement, and all matters which pertain to the relationship between the Employer and Union(s) covered by this agreement.
- 25.2 For the avoidance of doubt, this includes but is not limited to the express terms of this agreement and any incorporated instrument, the "General Protections" provided in the *Fair Work Act 2009* ("the Act"), and the National Employment Standards detailed in the Act, including any refusal of requests by the Employer under s.65(5) and s.76(4).
- 25.3 Where an individual employee, or group of employees, is in dispute with the Employer, they have the right to consult with and be represented by their Union delegate, shop steward or a Union official, or such other representative as is requested by each employee, at any stage of a dispute under this procedure in this clause.
 - 25.3.1 As soon as it is apparent that a matter is in dispute the Employer must advise the employee or employees affected of all of their rights to representation under this clause. An Employee may elect to take up that right at any time.

- 25.4 In the event of a dispute in relation to a matter arising under this Agreement, which is between an individual employee, or group of employees, and the Employer, in the first instance the parties will attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor and, if such discussions do not resolve the dispute, by discussions between the employee or employees concerned and more senior levels of management as appropriate.
- 25.5 In the event of a dispute in relation to a matter arising under this Agreement, which is between a Union covered by this agreement, and the Employer, in the first instance the parties will attempt to resolve the matter at the workplace by discussions between a Union representative concerned and the relevant supervisor and, if such discussions do not resolve the dispute, by discussions between a Union representative and more senior levels of management as appropriate. This Union representative may be a delegate/shop steward or other official at any stage of the dispute.
- 25.6 No party to a dispute may make an application to FWC for costs.
- 25.7 If a dispute in relation to a matter arising under the Agreement is unable to be resolved at the workplace, and all agreed steps for resolving it have been taken, a party to the dispute may refer the matter to the Fair Work Commission (“FWC”) for resolution by mediation and/or conciliation and, where the matter in dispute remains unresolved, arbitration. If arbitration is necessary FWC may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective.
- 25.8 It is a term of this Agreement that while the dispute resolution procedure is being conducted work shall continue normally unless an employee has a reasonable concern about an imminent risk to his or her health or safety, and the status quo prior to the dispute will be in place whilst the dispute is being settled.

26. UNION RIGHTS

26.1 Union Delegates

26.1.1 The Employer must recognise Union Delegates accredited by the Union.

26.1.2 Union Delegates must be given reasonable time off with pay (at the prevailing rate) to carry out their duties as shop steward. Wherever practicable, before attending to his or her duties as a shop steward, the shop steward will notify the Employer.

26.1.3 Union Delegates’ duties include:

- a) Representing the Union and its members in workplace relations matters at work;
- b) Giving the Union’s representatives instructions and information during a dispute, including during preparations and attendances in tribunals and courts;
- c) Keeping Union members informed of workplace relations matters and providing advice;

- d) Attending inductions of new employees and discussing workplace relations matters with them.
- 26.1.4 Union Delegates must be given access to reasonable facilities, such as a telephone, fax, lockable cabinet, email and internet access.
- 26.1.5 In each work area the Employer will ensure that Union Delegates will have a prominent notice board for the posting of Union approved notices.
- 26.1.6 Union Delegates shall be granted up to five (5) days leave with pay each calendar year, not cumulative, to attend courses & other activities conducted or approved by the Union, which are designed to promote good industrial relations. The application to the Employer must be in writing and include the nature, content and duration of the course to be attended. The granting of leave pursuant to this clause shall be subject to the employee or the Union giving not less than two weeks' notice of the course & other activities or such lesser period of notice as may be agreed by the Employer.
- 26.2 Union meetings
- 26.2.1 Each quarter the Union may convene a meeting of union members of up to 30 minutes duration during working hours. The meetings will be without loss of pay.
- 26.2.2 If a meeting does not happen in a quarter the untaken meeting time carries over into later quarters.
- 26.2.3 Meetings are to be timed so as to minimise inconvenience for all parties.
- 26.2.4 For the avoidance of doubt, Union officials may enter the premises where work is done under this agreement in order to convene meetings under this clause.
- 26.3 Inductions
- 26.3.1 The Employer is to notify Union Delegates when new employees are engaged under this agreement, of the time and date of the induction of that employee.
- 26.3.2 Union Delegates and/or other representatives of the Union(s) covered by the agreement may attend the induction of any new employee covered by this agreement.
- 26.3.3 The Employer will give the Union Delegates and/or other representatives of the Union(s) a reasonable opportunity to discuss workplace relations matters.
- 26.4 Right of Entry
- 26.4.1 Notwithstanding any other provision of this Agreement, an official of a Union covered by this agreement may enter premises where work is done under this agreement in order to carry out duties or functions under this Agreement, or otherwise with the consent of the Employer.
- 26.4.2 For the avoidance of doubt, this right of entry does not extend to any entry which is made:

- (a) for a purpose referred to in s.481 of the *Fair Work Act 2009* (“the Act”), which deals with investigation of suspected contraventions;
- (b) to hold discussions of a kind referred to in section 484 of the Act; or
- (c) in order to exercise of a State or Territory OHS right.

Such entry must be in accordance with Part 3-4 of the Act (which deals with right of entry).

27. TRANSFER OF BUSINESS

27.1 Definitions

27.1.1 In this clause, terms are defined according to Part 2-8 of the *Fair Work Act 2009* (“the Act”), except as otherwise specified in this clause.

27.1.2 “Employer” means the employer party to this agreement, except for the term “new employer” prior to a relevant transfer.

27.1.3 “New employer”, in addition to its meaning in the Act, includes any contemplated or proposed transmittee or transferee of the business whether or not a transfer of business occurs, and whether or not s.311(1)(b) of the Act is satisfied.

27.2 Where the Employer contemplates a transfer of business that would be covered by s.311 of the Act, prior to the transfer the Employer must:

27.2.1. Notify all employees affected, and the Unions covered by this agreement, of the contemplated transfer and changes to the business; and

27.2.2 Discuss the effect of the transmission of business with the employees affected, and the Union(s) that represents them, and, for the avoidance of doubt, the Union(s) covered by this agreement;

27.2.3. Consider any proposals by the employees or the Unions for alternative arrangements which would avoid the transfer as contemplated;

For the purposes of clause 27.2, a transfer of business includes a transfer that would, but for the operation of s.311(1)(b), be a transfer of business under s.311 of the Act.

27.3 For the purposes of the requirements of clause 27.2, the Employer must provide in writing the name of the organisation to which the business or part of the business is being transferred, and the extent of the proposed transfer, provided that the Employer shall not be required to disclose confidential information the disclosure of which would be inimical to the Employer’s interests. For the avoidance of doubt, whether or not such disclosure is so inimical is a matter over which a dispute may be referred under the dispute resolution procedure of this agreement.

- 27.4 Where any positions become redundant as a consequence of a transfer of business, were no suitable offer of redeployment at the same salary level was available to the affected employees and/or no voluntary redeployment occurred, the employee will be eligible for a separation package in accordance with the redundancy provisions applying under this Agreement and which shall include all accumulated leave entitlements.
- 27.5 Where a transfer is contemplated in accordance with clause 27.2, the Employer must ensure, as part of tender specifications, or contractual arrangements with a “new employer”, or a term of the transfer (including but not limited to an instrument of transfer such as contract of sale) that, for the duration of the agreement:
- 27.5.1 the terms and conditions of employment paid and applied by the “new employer” to its employees are no less favourable than those that were paid and applied by the Employer;
- 27.5.2 Clause 27.5.1 applies whether or not the employees are performing “transferring work” for the “new employer”;
- 27.5.3 where the terms and conditions of this agreement are more favourable than those otherwise offered by the “new employer” that the “new employer” must support an application under s.319 of the Act, made by an employee or Union(s) covered by this agreement;
- 27.5.4 Employer contributions to superannuation provided by the “new employer” are no less favourable than those which applied to each transferred employee by the Employer immediately prior to the transfer of business occurring;
- 27.5.5 the period of employment which the employee has had with the Employer or any prior transferor must be deemed to be service of the employee with the “new employer”;
- 27.5.6 the “new employer” must not issue transferring employees with written notice that their employment with the old Employer will not be recognised as a period of service with the “new employer” for the purposes of Part 3-2 of the Act.
- 27.5.7 the new employer must not refuse to employ an employee covered by this agreement because the employee would be entitled to the benefit of Part 2-8 of the Act, or the benefit of this agreement.

28. FLEXIBILITY ARRANGEMENT

- 28.1 An Employer and 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 1 or more of the following matters:
 - (i) arrangements about when work is performed [for example flexibility in start and finish times and shift changes];
 - (ii) arrangements about what work is completed [i.e. deploy across the business provided skills are commensurate with task];

- (iii) arrangements for introduction of new and enhanced technology;
- (iv) arrangements for taking accrued leave; to accommodate quiet times in production or warehouse operations.
- (b) the arrangement meets the genuine needs of the Employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
- (c) the arrangement is genuinely agreed to by the Employer and employee.

28.2 The Employer 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) result in the employee being better off overall than the employee would be if no arrangement was made.

28.3 The Employer must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of the Employer and employee; and
- (c) is signed by the Employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- (d) 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; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences.

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

28.5 The Employer or employee may terminate the individual flexibility arrangement:

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

29. CASUAL EMPLOYMENT

29.1 A casual employee is one engaged and paid as such and will be guaranteed not less than four hours engagement every start.

29.1.1 All casual employees shall be paid the normal hourly rate applicable to a permanent employee of the same classification plus a loading of 25%. The causal loading is an all purpose rate.

- 29.1.2 The Company agrees that it shall not dismiss any casual employee in order to avoid the rights of those employees under this clause. Further it will not take any action (directly or indirectly) in relation to agency employees that would seek to avoid compliance with the terms of this clause.
- 29.2 Conversion of Casual Employment
- 29.2.1 It shall be a term of this agreement that any direct casual Employee engaged by the Employer on a regular and systematic basis for a sequence of periods of employment under the Agreement during a calendar period of six months shall thereafter have the right to request that his or her ongoing contract of employment be converted to permanent full-time employment or part-time employment if the employment is to continue.
- 29.2.2 The Employer shall not unreasonably refuse an employee's request and provide a response within four weeks. The Employer will take into account the current and likely future needs of the business when considering any request for permanent employment.
- 29.2.3 An irregular casual is one who has been engaged to perform work on an occasional or non-systemic or irregular basis.
- 29.2.4 A casual employee who has elected to be converted to full time or part time employment shall do so upon the signing of a new letter of offer.
- 29.3 Casuals – Agency labour hire
- 29.3.1 It shall be a term of this agreement that the Company shall only engage agency labour on the basis that persons who perform work covered by the agreement and are engaged through labour agencies are engaged in accordance with the terms and conditions of this agreement.
- 29.3.2 Consistent with sub clause 29.2.1 above, the Company shall consider any person engaged through an agency, who performs regular work covered by the agreement on a regular basis for a period of six months direct permanent employment with the Company. Such employment would be subject to completion of a probationary period.
- 29.3.3 The Company shall consult with its employees and the Unions no less than every three months about the use of agency labour including the number of agency employees being utilised and their length of service.
- 29.3 Without limiting the Company's ability to retain cost effective companies to provide labour and training services to the Company, the Company hereby commits to working consultatively and in co-operation with the Union, to ensure that companies are retained that provide the Company's site rates and conditions to their employees, an adequate safe induction process prior to employees beginning work and adequate workers' compensation policies.

30. COUNSELLING PROCEDURE

- 30.1 Performance/Conduct counselling will be applied to employees to situations where a problem is ongoing or where it is a one-off instance and the consequences are unlikely to be serious.
- 30.2 Counselling involves a discussion with the employee that sets out and reinforces what is required of him/her, but which also probes for causes of the problem and identifies possible remedial action. If no improvement is made as part of the counselling procedure, disciplinary action may result which may include warnings. The life of the warnings will be six (6) months which can be extended should the Company see no improvement.

Oldfields Pty Ltd

Maria Taylor

(Signature)

Full Name: Maria Taylor

Address: 25 Helles Avenue, Moorebank NSW 2560

Date:

Position: Head of Human Resources

Australian Manufacturing Workers Union

(Signature)

Full Name:

Address:

Date:

Position:

The National Union of Workers, New South Wales Branch

(Signature)

Full Name:

Address:

Date:

Position:

31. APPENDIX A – Grandfathered Redundancy Agreement

REDUNDANCY AGREEMENT
FOR
OLDFIELDS PTY LIMITED
Current Award Employees Only

APPLICATION & DEFINITION

This agreement is to be read in conjunction with the appropriate Awards, *Manufacturing and Associated Industries and Occupations Award 2010* and the *Storage Services and Wholesale Award 2010* and applies to the current permanent award employees covered by the relevant Enterprise Agreement at Oldfields Pty Ltd.

1. NOTIFICATION

- a Prior to the retrenchments taking place, the Company will notify the employees and their Union(s) of its intention to retrench and will outline the number of employees in each department of classification to be retrenched.
- b This notification will be given as early as possible, but at least two weeks prior to the intended date of commencement of effective notice period. Any portion of the retrenchments which can proceed without dispute will do so at the earliest possible time whilst any other dispute is settled.

2. SELECTION OF EMPLOYEES

Volunteers for retrenchment will be called in for those departments and classifications determined by the Company and preference will be given to employees who volunteer for redundancy. Should insufficient volunteers nominate the criteria for redundancy shall be on the last on first off basis within the nominated departments and classification.

However, all the parties recognise that the retention of skills, experience and performance are critical aspects of any retrenchment program. Therefore the parties agree that the Company may deviate from the selection criteria outlined above and choose to exercise its right in relation to retaining employees with specific and necessary skills and experience.

If the Company elects to deviate from the selection criteria it will advise the employees and their Union(s).

At the commencement of the two-week notification outlined in 1(b) the Company will display a notice calling for employees wishing to be considered for retrenchment from the classification/departments concerned. A minimum notice period of seven calendar days will be given for the calling of employees wishing to be considered for retrenchment. This then leaves the remaining seven days for selection and notification.

Employees who wish to be considered for retrenchment will have to submit their name to their Production Manager or Foreperson within the above mentioned seven day period.

3. ALTERNATIVE EMPLOYMENT

The Company will use its best endeavours to offer transfer to employees being considered for retrenchment to any other vacancy within Oldfields Pty Ltd providing the employee is suitable for any such position.

The employee will be given a ten working day trial period at the end of which both parties will review their position. Should either party feel the position is unsuitable and where the matter is undisputed, normal retrenchment conditions will apply.

In the event a dispute arises, the matter will be resolved through the dispute resolution mechanism and the relevant Awards.

4. SEVERANCE PAYMENTS (Grandfathered)

Severance payment will be made using the following scale:

<i>Continuous Service</i>	<i>If Employee under 45</i>	<i>If Employee 45 or more</i>	
Less than 1 year	Nil	Nil	Weeks pay
1 year and up to completion of 2 years	4	5	Weeks pay
2 years and up to completion of 3 years	7	8.75	Weeks pay
3 years and up to the completion of 4 years	10	12.5	Weeks pay
4 years and up to the completion of 5 years	12	15	Weeks pay
5 years and up to the completion of 6 years	14	17.5	Weeks pay
6 years and over	16	20	Weeks pay

5. SICK LEAVE – (Grandfathered)

Any untaken sick leave standing to an employee's credit will be paid out in full on retrenchment.

6. ANNUAL LEAVE LOADING

Annual leave loading will be paid on all accrued annual leave (including current pro rata entitlement.)

7. LONG SERVICE LEAVE

Long Service Leave on retrenchment will be paid in accordance with the provisions of the Long Service Leave Act (NSW) to both Federal and State Award employees. For the purpose of this retrenchment agreement, pro rata Long Service Leave will be paid after five years' service.

8. PAYMENTS

All payments referred to are based on the employee's current ordinary time rate.

An itemised statement of entitlement will be given to employees when they are notified of retrenchment.

9. NOTICE

Employees will be given notice of termination in accordance with following notice:

<i>Continuous Service</i>	<i>If Employee under 45</i>	<i>If Employee 45 or more</i>	
Less than 1 year	1	2	Weeks pay
1 year and up to completion of 2 years	2	3	Weeks pay
2 years and up to completion of 3 years	2	3	Weeks pay
3 years and up to the completion of 5 years	3	4	Weeks pay
5 years and over	4	5	Weeks pay

Payment in lieu of the notice above shall be made if the appropriate period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

10. LEAVE DURING THE NOTICE PERIOD

During the period of notice of termination, an employee shall be allowed up to the equivalent of 1 day per week time off without loss of pay for the purpose of seeking other employment.

If the employee has been allowed paid leave for more than the equivalent of 1 day per week during the notice period for the purpose of seeking other employment, the employee shall upon request provide proof of attendance at an interview or the employee shall not receive payment for the time absent.

11. CERTIFICATION OF SERVICE

The Company will issue a Certificate of Service to all retrenched employees.

12. SUPERANNUATION

Superannuation payments will be provided in addition to severance payments made under this agreement in accordance with the trust deed, rules and laws governing Superannuation.

13. DEATH OF AN EMPLOYEE

If any employee has been given notice of retrenchment and dies before the date that he or she actually leaves the employment of the Company, all benefits which would have been payable under this Agreement to that employee shall be paid directly to his or her Estate unless the employee shall have otherwise directed the Company in writing prior to his or her death.

14. OPERATING DATE

This Agreement shall operate from 7 days after the date the Agreement is approved by FWC, the *Oldfields Pty Ltd, Moorebank Agreement 2023* for a period of three years and will continue, by mutual agreement, until such time as either party gives one month's notice of review.

32. APPENDIX B – Rates of Pay – Grandfathered Employees

Storage Services & Wholesale Award 2010								
	Current Award Rates at time of Registration of Agreement		Hrly rate	Weekly Rate	Hrly rate	Weekly Rate	Hrly rate	Weekly Rate
	Hourly	Weekly	5% increase		5% increase		5% increase	
Classification	Hourly	Weekly	31/03/2023		31/03/2024		31/03/2025	
Grade 1	\$26.91	\$1,022.73	\$26.92	\$1022.96	\$28.26	\$1073.88	\$29.67	\$1127.46
Grade 2	\$27.71	\$1,053.13	\$29.10	\$1105.80	\$30.56	\$1161.28	\$32.09	\$1219.42
Grade 3	\$28.33	\$1,076.73	\$29.75	\$1130.50	\$31.24	\$1187.12	\$32.80	\$1246.40
Grade 4	\$30.37	\$1,153.85	\$31.89	\$1211.82	\$33.48	\$1272.24	\$35.15	\$1335.70
Manufacturing & Associated Industries Award 2010								
	Current Award Rates at time of Registration of Agreement		Hrly rate	Weekly Rate	Hrly rate	Weekly Rate	Hrly rate	Weekly Rate
	Hourly	Weekly	5% increase		5% increase		5% increase	
Classification	Hourly	Weekly	31/03/2023		31/03/2024		31/03/2025	
C11	\$31.49	\$1,196.51	\$33.06	\$1256.28	\$34.71	\$1318.98	\$36.45	\$1385.10
C10	\$35.30	\$1,341.26	\$37.07	\$1408.66	\$38.92	\$1478.96	\$40.87	\$1551.92
C 8	\$38.64	\$1,468.30	\$40.58	\$1542.04	\$42.61	\$1619.18	\$44.74	\$1700.12

33. APPENDIX C – Employees commencing employment on or after the Agreement is made

Storage Services & Wholesale Award 2010								
	Current Award Rates at time of Registration of Agreement		Employees commencing employment on or after the Agreement is made		Hourly Rate	Weekly Rate	Hourly Rate	Weekly Rate
			5% increase		5% increase		5% increase	
Classification	Hourly	Weekly	31/03/2023		31/03/2024		31/03/2025	
Grade 1	\$23.61	\$897.10	\$24.79	\$942.02	\$26.03	\$989.14	\$27.33	\$1038.54
Grade 2	\$23.83	\$905.37	\$25.02	\$950.76	\$26.27	\$998.26	\$27.58	\$1048.04
Grade 3	\$24.53	\$932.23	\$25.76	\$978.88	\$27.05	\$1027.90	\$28.40	\$1079.20
Grade 4	\$25.25	\$959.50	\$26.51	\$1007.38	\$27.84	\$1057.92	\$29.23	\$1110.74
Manufacturing & Associated Industries Award 2010								
	Current Award Rates at time of Registration of Agreement		Employees commencing employment on or after the Agreement is made		Hourly rate	Weekly Rate	Hourly rate	Weekly Rate
			5% increase		5% increase		5% increase	
Classification	Hourly	Weekly	31/03/2023		31/03/2024		31/03/2025	
C11	\$23.84	\$905.78	\$25.03	\$951.14	\$26.28	\$998.64	\$27.59	\$1048.42
C10	\$25.11	\$954.13	\$26.37	\$1002.06	\$27.69	\$1052.22	\$29.07	\$1104.66
C 8	\$26.69	\$1,014.04	\$28.02	\$1067.04	\$29.42	\$1110.36	\$30.89	\$1173.82