

**Access Industries for the
Disabled Erskine Park
Agreement 2024**

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Access Industries for the Disabled Erskine Park Agreement 2023

PART 1 – INTRODUCTION

1. TITLE

- 1.1 This Agreement shall be known as the Access Industries for the Disabled Erskine Park Agreement 2024.

2. COMMENCEMENT AND NOMINAL TERM

- 2.1 This Agreement commences operation on the first full pay period seven days after it is approved by the Fair Work Commission.
- 2.2 The nominal expiry will be the third anniversary of the commencement of this Agreement.

3. DEFINITIONS

- 3.1 In this Agreement, unless the contrary intention appears:

- (a) “**Act**” means the *Fair Work Act 2009* (Cth), as amended from time to time.
- (b) “**Agreement**” means the *Access Industries for the Disabled Erskine Park Agreement 2023*.
- (c) “**Award**” means the *Supported Employment Services Award 2020*, as amended from time to time.
- (d) “**Employee**” means any person employed by Access Industries at the Erskine Park site, including supported employees. Reference to the singular will mean reference to the plural, and vice versa (unless the context indicates otherwise).
- (e) “**Employer**” means Access Industries for the Disabled Ltd.
- (f) “**NES**” means the National Employment Standards as provided by the Act.
- (g) “**Public Holidays**” means a day identified as a public holiday in the NES.
- (h) “**Regulations**” means the *Fair Work Regulations 2009* (Cth), as amended from time to time.
- (i) “**Shiftworker**” means an employee who is regularly rostered to work their ordinary hours on a Saturday and/or Sunday (that is, not less than 10 in any 12 month period).
- (j)

4. COVERAGE

- 4.1 Subject to clause 4.2, this Agreement covers and is binding on the Employer in relation to its operations at Erskine Park and to its Employees whose primary place of employment is Erskine Park and whose employment falls within the Classifications specified in Schedule A to this Agreement.
- 4.2 The Agreement will not apply to:
- (a) Supervisors and managers;
- (b) Employees in the QA team;
- (c) Employees in the Customisation team; and/or
- (d) Any Employees engaged on an annualised salary.

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5. RELATIONSHIP TO THE AWARD

- 5.1 Subject to clause 5.2, this Agreement incorporates the Award.
- 5.2 The terms and conditions of the Award above will not apply where a term of this Agreement is inconsistent with the Award term or where a term of this Agreement deals with the same subject matter dealt with by the Award term.
- 5.3 This Agreement otherwise regulates the terms and conditions of employment of Employees to the exclusion of any other industrial instrument that might otherwise apply to the parties but for this Agreement.

6. RELATIONSHIP TO THE NATIONAL EMPLOYMENT STANDARDS

- 6.1 This Agreement will be read and interpreted in conjunction with the 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.

7. NO EXTRA CLAIMS

- 7.1 The Employees covered by this Agreement will not make any further claims in relation to terms or conditions of employment during the nominal term of this Agreement.

PART 2 – GENERAL PROVISIONS

8. FLEXIBILITY AGREEMENT

- 8.1 Notwithstanding any other provision of this Agreement, the Employer and an individual Employee may, after the Employee has commenced employment, agree to vary the application of certain terms of this Agreement to meet the genuine individual needs of the Employer and the Employee (**Flexibility Agreement**).
- 8.2 The terms the Employer and the Employee may agree to vary are limited to the following matters:
- (a) arrangements for when work is performed;
 - (b) overtime rates;
 - (c) penalty rates;
 - (d) allowances; and
 - (e) annual leave loading.
- 8.3 The Flexibility Agreement must have been entered into by the Employer and the Employee without coercion or duress.
- 8.4 The Flexibility Agreement must:
- (a) result in the Employee being better off overall at the time of the Flexibility Agreement is made than the Employee would have been if no Flexibility Agreement had been agreed to
 - (b) be in writing, name each of the parties and be signed by the Employer and the individual Employee (or the Employee's parent and/or guardian if the Employee is under 18 years of age).
 - (c) state each term of this Agreement that the Employer and the Employee have agreed to vary;

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- (d) explain how the Flexibility Agreement will vary the effect of the terms of the Agreement;
- (e) detail how the Flexibility Agreement results in the Employee being better off overall at the time the Flexibility Agreement is made than if the Flexibility Agreement had not been made.

8.5 The Flexibility Agreement may be terminated:

- (a) by the Employer or the Employee giving 28 days notice of termination; or
- (b) at any time, by written agreement between the Employer and the Employee.

9. DISPUTE RESOLUTION PROCEDURE

9.1 In the event of a dispute arising between the Employer about the application of this Agreement, or the application of the National Employment Standards, the following procedure shall be observed:

- (a) In the first instance, the United Workers Union or Employee/s concerned must meet and confer with their immediate manager and attempt to resolve the matter at the workplace level.
- (b) Any matter which remains in dispute after it has been considered jointly by the appropriate manager and the United Workers Union or Employee/s concerned shall then be examined by the officer appointed by the Employer to deal with industrial matters.
- (c) If the dispute remains unsettled after the procedure specified above has been concluded the matter may, be referred by either party to the FWC to resolve by way of conciliation.

9.2 If the matter remains unresolved after conciliation, the FWC may arbitrate the dispute, subject to all parties to the dispute agreeing to arbitration at the relevant time. If the dispute is arbitrated, the Employer and Employees agree to be bound by any orders made by the FWC.

9.3 While the procedures specified in this clause are being followed, Employees must continue to follow directions pertaining to the performance of work, unless employees cease work because of a reasonable concern about an imminent risk to their health and safety.

9.4 The ultimate terms of settlement of the dispute shall not be affected in any way, nor all the rights of any person involved in or affected by the dispute be prejudiced, by the fact that normal work has continued without interruption.

9.5 Employees are entitled to be represented by a representative of their choice (including the United Workers Union) for the purposes of engaging in the dispute resolution activities identified in this clause.

10. CONSULTATION

10.1 This clause 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. In this case, clauses 10.2 to 10.7 of the Agreement apply.

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- (b) proposes to introduce a change to the regular roster or ordinary hours of work of Employees. In this case, clauses 10.8 to 10.11 of the Agreement apply.
- 10.2 If the Employer makes a definite decision to make major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the Employer must:
- (a) give notice of the changes to all employees who may be affected by them and their representatives (if any); and
 - (b) discuss with affected employees and their representatives (if any):
 - (i) the introduction of the changes; and
 - (ii) their likely effect on employees; and
 - (iii) measures to avoid or reduce the adverse effects of the changes on employees; and
 - (c) commence discussions as soon as practicable after a definite decision has been made.
- 10.3 For the purposes of the discussion under clause 10.2(b) of the Agreement, the Employer must give in writing to the affected employees and their representatives (if any) all relevant information about the changes including:
- (a) their nature; and
 - (b) their expected effect on employees; and
 - (c) any other matters likely to affect employees.
- 10.4 Clause 10.3 of the Agreement does not require the Employer to disclose any confidential information if its disclosure would be contrary to the employer's interests.
- 10.5 The Employer must promptly consider any matters raised by the employees or their representatives about the changes in the course of the discussion under clause 10.2(b) of the Agreement.
- 10.6 In this clause **significant effects**, on employees, includes any of the following:
- (a) termination of employment; or
 - (b) major changes in the composition, operation or size of the employer's workforce or in the skills required; or
 - (c) loss of, or reduction in, job or promotion opportunities; or
 - (d) loss of, or reduction in, job tenure; or
 - (e) alteration of hours of work; or
 - (f) the need for employees to be retrained or transferred to other work or locations; or
 - (g) job restructuring.
- 10.7 Where this Agreement makes provision for alteration of any of the matters defined at clause 10.6 of the Agreement, such alteration is taken not to have significant effect.
- 10.8 Where the Employer proposes to change the regular roster or ordinary hours of work of an employee, other than an employee whose working hours are irregular, sporadic or unpredictable, the Employer must consult with any employees affected by the proposed change and their representatives (if any).

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- 10.9 For the purpose of the consultation, the Employer must:
- (a) provide to the employees and representatives mentioned in clause 10.8 of the Agreement information about the proposed change (for example, information about the nature of the change and when it is to begin); and
 - (b) invite the employees to give their views about the impact of the proposed change on them (including any impact on their family or caring responsibilities) and also invite their representative (if any) to give their views about that impact.
- 10.10 The Employer must consider any views given under clause 10.9(b) of the Agreement.
- 10.11 This clause is to be read in conjunction with any other provisions of this Agreement concerning the scheduling of work or the giving of notice.
- 10.12 Employees are entitled to be represented by a representative of their choice (including the United Workers Union) for the purposes of engaging in the consultation activities identified in this clause.

PART 3 - TYPES OF EMPLOYMENT AND CLASSIFICATIONS

11. TYPES OF EMPLOYMENT

- 11.1 Employees will be employed on one of the following categories:
- (a) Full-time;
 - (b) Part-time; and
 - (c) Casual.
- 11.2 At the time of engagement, the Employer will inform each employee of the terms of their engagement and, in particular, whether they are to be full-time, part-time or casual.
- 11.3 Full time and part time employees can also be employed for a specified period of time or maximum term, consistent with the provisions of the Fair Work Act.

12. FULL-TIME EMPLOYEES

- 12.1 A full-time employee is engaged to work 38 hours a week.

13. PART-TIME EMPLOYEES

- 13.1 A part-time employee:
- (a) is engaged to work less than 38 ordinary hours per week; and
 - (b) has reasonably predictable hours of work.
- 13.2 The terms of this Agreement must apply pro rata to part-time employees on the basis that ordinary weekly hours for full-time employees are 38.
- 13.3 Before commencing part-time employment, the employee and the Employer will agree on a regular pattern of work.
- 13.4 The terms of the agreement in clause 13.3 may be varied by agreement, in writing, on either a temporary or ongoing basis.
- 13.5 A part-time employee must receive a minimum payment of three (3) ordinary hours for each day they are engaged.

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13.6 All time worked in excess of the hours agreed upon in accordance with this clause will be paid at the appropriate overtime rate.

14. CASUAL EMPLOYEES

14.1 A casual Employee is an Employee employed with no firm advance commitment to continuing and indefinite work according to an agreed pattern. When an Employee is engaged for casual employment, the Employee must be informed in writing that the Employee is to be employed as a casual.

14.2 A casual Employee will be entitled to all the applicable rates and conditions of employment prescribed in this Agreement except annual leave, personal leave, paid parental leave, paid jury service, payment on public holidays and picnic days.

14.3 A casual employee will be engaged to work a minimum of three (3) ordinary hours for each day they are engaged unless otherwise agreed between the Employer and the employee.

14.4 For each ordinary hour worked, a casual employee must be paid the ordinary hourly rate for their classification and a loading of 25% of the ordinary hourly rate.

14.5 Offers and requests for conversion from casual employment to full-time or part-time employment are provided for in the NES.

15. CLASSIFICATIONS

15.1 The classification definitions of employees are set out in Schedule A.

16. LABOUR HIRE

16.1 Where labour hire workers are engaged to perform the same work presently being performed by Employees covered by this Agreement, the Employer shall ensure the labour hire workers receive a rate of pay that is no less favourable than the rates specified in this Agreement.

PART 4 – HOURS OF WORK

17. ORDINARY HOURS OF WORK

17.1 The ordinary hours of work will be worked in not more than 5 consecutive shifts of not more than 8 hours (or by agreement with the employee, 10 consecutive hours).

17.2 Ordinary hours will not exceed 38 hours per week or an average of 38 hours per week over an agreed roster cycle.

17.3 Ordinary hours will be worked between the hours of 6.00 am and 6.00 pm Monday to Sunday.

17.4 Ordinary hours worked after 6.00 pm Monday to Friday or on weekends will be paid in accordance with clause 28 of the Agreement.

Shiftwork

17.5 Shiftworkers may work their ordinary hours so that they finish after 6:00pm and before 12:00am Monday to Friday.

17.6 Shiftworkers who work their ordinary hours on such shifts will receive a shift loading of 15% of the ordinary base rate of pay payable on the whole shift. In relation to casual

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employees, this shift loading is additional to and not compounding on top of any casual loading payable.

18. MEAL BREAKS

- 18.1 An employee will be allowed an unpaid meal break of at least 30 minutes no later than 5 hours after starting work unless otherwise agreed between the employer and employee.
- 18.2 An employee will not be required to work for more than 5 hours without a meal break of 30 minutes.

19. PAID TEA BREAK

- 19.1 All employees will receive one paid tea break of 15 minutes per shift.

PART 4 – WAGES AND ALLOWANCES

20. SUPPORTED WAGE RATES AND ASSESSMENT – SUPPORTED EMPLOYEES

- 20.1 A supported employee will be paid the higher of the following amounts:
 - (a) a percentage of the relevant minimum hourly rate of pay equal to the assessed productive capacity of the employee determined in accordance with the Award; and
 - (b) \$3.01 per hour.
- 20.2 Schedule H – Transitional Arrangement of the Award will apply to these payments.

21. PAYMENT OF WAGES

- 21.1 Wages will be paid weekly into the bank or financial institution account nominated by the employee.
- 21.2 Wages will be paid in accordance with the relevant rate applicable to the classification in Schedule A.
- 21.3 The Employer will review the payments made to employees covered by the Agreement to identify whether the total wage payments made to the employees in the 12 months prior to the approval of the Agreement are less than the total wages that would have been payable compared to their award entitlements. Where, over the total 12 month period, employees have received less total remuneration than they would have received compared to their award entitlements the Employer will make a payment to the employee equivalent to the relevant difference.
- 21.4 The exercise in clause 21.3 will be conducted and any necessary payments made within 3 months of the commencement of the Agreement.

22. WAGE INCREASES

- 22.1 The Wages outlined in Schedule A include a 5% increase that will take effect on commencement of the Agreement backdated to the 1st of July 2024. The back payments of the wage increase will be provided to those employees covered by the Agreement when the Agreement commences operation.
- 22.2 The wage rates will then be increased as follows:

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- (a) 4% increase on the 12 month anniversary of commencement (to be paid commencing from in the first full pay cycle following the anniversary);
 - (b) 4% increase on the 24 month anniversary of commencement (to be paid commencing in the first full pay cycle following the anniversary).
- 22.3 Any Employee engaged as a forklift driver before the date this Agreement is made (ie. the date it is approved by employees) shall receive a base rate of pay of at least the amount they received immediately before approval of this Agreement. Such employees will also be entitled to receive the wage increases specified in clauses 22.1, 22.2(a) and 22.2(b) above.

23. HIGHER DUTIES

An Employee who performs work temporarily at a classification higher than that under which the Employee is engaged or deemed to be working, will be paid as follows:

up to 1 hour on any one day— the rate prescribed for such higher classification for the time worked at the higher level with a minimum of one hour; or

over 1 hour on any one day - a full day's pay at the rate prescribed for such higher classification.

24. ALLOWANCES

- 24.1 The allowances specified in Schedule B will be paid to Employees. The Allowances will be payable where the relevant allowance listed in Schedule B would be payable under the Award.
- 24.2 No other allowances will be paid.

25. SUPERANNUATION

- 25.1 Superannuation legislation, including *the Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth) deal with the superannuation rights and obligations of employers and employees.
- 25.2 The Employer must make such superannuation contributions to a superannuation fund for the benefit of an Employee so as to avoid the Employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that Employee.
- 25.3 Where no fund is nominated and an Employee does not have a stapled superannuation fund, the default fund will be Australian Super (subject to Australian Super having a My Super compliant fund).
- 25.4 Subject to the governing rules of the relevant superannuation fund, an Employee may, in writing, authorise the Employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the Employer makes the superannuation contributions provided for in clause 25.2 of the Agreement.
- 25.5 An Employee may adjust the amount the Employee has authorised the Employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to the Employer.
- 25.6 Superannuation contributions for employees with a disability will be either 11% of their ordinary time earnings or \$15.00 per week, whichever is the greater.

PART 5 – OVERTIME, PENALTY RATES AND OTHER BENEFITS

26. OVERTIME

- 26.1 All time worked outside the ordinary hours of work will be overtime and will be paid for at the rate of:
- (a) Time and one half for the first two (2) hours for overtime worked on Monday to Saturday and double time thereafter.
 - (b) Double time on Sunday.
- 26.2 Casual employees will receive the overtime rate as well as (but not compounded upon) the casual loading. That is, employees will receive the overtime payment as a separate amount calculated upon the base rate of pay (as opposed to being calculated upon the casually loaded rate).
- 26.3 When overtime work is necessary it will, wherever reasonably practicable, be so arranged that Employees have at least 10 consecutive hours off duty between the work of successive days.
- 26.4 When required to work beyond 6.00 pm or if overtime continues beyond 10.00 pm, an employee will be provided with a 30 minute meal break and either a suitable meal or a meal allowance as specified in the Award.

27. TIME OFF INSTEAD OF PAYMENT FOR OVERTIME

- 27.1 An Employee and the Employer may agree in writing to the Employee taking time off instead of being paid for a particular amount of overtime that has been worked by the Employee.
- 27.2 The period of time off that an Employee is entitled to take is the same as the number of overtime hours worked.
- 27.3 Time off must be taken:
- (a) Within the period of six (6) months after the overtime is worked; and
 - (b) At a time within the six (6) month period agreed to by the Employee and Employer.
- 27.4 If time off for overtime that has been worked is not taken within the period of six (6) months, the Employer must pay the Employee for the overtime, in the next pay period following those six (6) months, at the overtime rate applicable to the overtime when it was worked.

28. PENALTY RATES

- 28.1 An Employee who works their ordinary hours in a shift which finishes after 6.00 pm and at or before 12.00 midnight Monday to Friday, will be paid at 115% of their ordinary hourly rate for the whole shift.
- 28.2 By agreement between an Employer and Employee, an Employee who works their hours in a rotating roster shift which finishes after 12.00 midnight and at or before 8.00 am Monday to Friday, will be paid at 130% of their ordinary hourly rate for the whole shift.

29. WEEKEND PENALTY RATES

- 29.1 Where ordinary hours are worked on weekends, payment will be:
- (a) 150% of the ordinary hourly rate on Saturdays; and

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(b) 200% of the ordinary hourly rate on Sundays.

30. PUBLIC HOLIDAYS

30.1 Public holiday entitlements are provided for in the NES.

30.2 All ordinary hours worked on a public holiday will be paid at 250% of the ordinary hourly rate.

30.3 By agreement, the Employer and an Employee may agree to substitute a day for the public holiday such that the substitute day is treated as the public holiday for the purposes of the NES.

31. PPE

31.1 The Employer will provide high visibility vests to Employees, to be replaced on a fair wear and tear basis.

31.2 Employees may purchase safety boots of their choice and be reimbursed up to a maximum value of \$100, subject to providing an appropriate receipt. Boots will be replaced on a fair wear and tear basis. The quantum of the reimbursement will be increased yearly as specified in Schedule B.

31.3 PART 6 – LEAVE

32. ANNUAL LEAVE

32.1 Annual leave is provided for in the NES.

32.2 If an employee is a shift worker, they will receive an additional week of annual leave.

32.3 Employees will receive leave loading on 17.5%.

32.4 On providing 28 days' written notice, the Employer may implement a shutdown of its operations or part of its operations. During the shutdown, the Employer may direct Employees to take a period of paid annual leave that has been accrued during the period of the shutdown.

32.5 Shutdowns may be implemented once or twice a year and must not exceed 2 weeks duration in relation to the Christmas period shutdown and 1 week's duration in relation to any other shutdown during the calendar year.

33. PERSONAL/CARER'S LEAVE AND COMPASSIONATE LEAVE

33.1 Personal/carer's leave and compassionate leave are provided for in the NES.

33.2 Where personal leave is taken, an employee may be required to provide evidence for single day absences and will be required to provide evidence where:

(a) the absence extends for 2 days or more; or

(b) the absence occurs before or after a Public Holiday.

34. OTHER LEAVE

34.1 Parental leave and related entitlements are provided for in the NES.

34.2 Community service leave is provided for in the NES.

34.3 Family and domestic violence leave is provided for in the NES and applies to an Employees, including casuals.

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34.4 Employees can receive 1 day's paid leave to deal with the consequences of declared natural disasters (such as flood or bushfire) provided the Employee has been directly affected by the relevant natural disaster. To qualify for this leave, the relevant disaster must have been declared a disaster by either a Federal or State Government proclamation.

35. PICNIC DAY

35.1 All permanent employees are entitled to take 1 picnic day per calendar year, which must be taken during the calendar year. Any picnic day not taken in a calendar year will be forfeited and does not accumulate into the next calendar year.

35.2 An employee will receive payment at their base rate of pay for the ordinary hours of work that would have fallen on the picnic day.

PART 7 – TERMINATION OF EMPLOYMENT AND REDUNDANCY

36. TERMINATION OF EMPLOYMENT

36.1 The Employer must give a full-time or part-time employee notice of termination in accordance with Table 1— below:

TABLE 1— PERIOD OF NOTICE

Column 1 Employee's period of continuous service with the Employer at the end of the day the notice is given	Column 2 Period of notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

36.2 Employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service are entitled to an additional week's notice.

36.3 The notice of termination required to be given by an Employee is the same as that required of an Employer except that the employee does not have to give additional notice based on the age of the employee.

Job search entitlement

36.4 Where the Employer has given notice of termination to an Employee, the Employee must be allowed time off without loss of pay of up to one day for the purpose of seeking other employment.

36.5 The time off for the purposes of seeking other employment is to be taken at times that are convenient to the Employee after consultation with the Employer.

37. REDUNDANCY

37.1 Redundancy pay is provided for in the NES.

Employee leaving during redundancy notice period

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- 37.2 An Employee given notice of termination in circumstances of redundancy may terminate their employment during the minimum period of notice prescribed in clause 36.1 of the Agreement.
- 37.3 In these circumstances, the Employee is entitled to receive the benefits and payments they would have received had they remained in employment until the expiry of the notice, including redundancy and notice pay.
- 37.4 However, the Employee is not entitled to be paid for any part of the period of notice remaining after the Employee ceased to be employed.

Job search entitlement

- 37.5 Where an Employer has given notice of termination to an employee in circumstances of redundancy, the Employee must be allowed time off without loss of pay of up to one day each week of the minimum period of notice prescribed by clause 36.1 for the purpose of seeking other employment.

PART 8 – OTHER

38. WORKPLACE DELEGATES RIGHTS

38.1

Appointment of delegate

Where a Team Member is elected as a Union Delegate by their fellow Team Members, United Workers Union will notify the Company.

Right of representation

- 38.2 A workplace delegate may represent the industrial interests of eligible Employees in matters including but not limited to:
- (a) consultation about major workplace change;
 - (b) consultation about changes to rosters or hours of work;
 - (c) resolution of grievances or disputes;
 - (d) disciplinary processes;
 - (e) enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the Act or is assisting the delegate's organisation with enterprise bargaining; and
 - (f) any process or procedure within an award, enterprise agreement or policy of the Employer under which eligible employees are entitled to be represented and which concerns their industrial interests.

Entitlement to reasonable communication

- 38.3 A workplace delegate may communicate with eligible Employees for the purpose of representing their industrial interests under this clause.
- 38.4 This includes discussing membership of the delegate's organisation and representation with eligible employees. .
- 38.5 A workplace delegate may communicate with eligible Employees, during working hours or work breaks, or before or after work.

Entitlement to reasonable access to the workplace and workplace facilities

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38.6 The Employer will provide Union delegates with access to a union notice board to post notices, subject to those notices remaining professional, respectful and not contravening any of the Employer's behavioural standards.

Entitlement to access to training

38.7 The Employer must provide a workplace delegate with access to up to 5 days of paid time during normal working hours for initial training and 3 days each subsequent year, to attend training related to representation of the industrial interests of eligible Employees, subject to the following conditions:

- (a) In each year commencing 1 July, the Employer will provide access to paid time training to one workplace delegate per shift totalling to 2 delegates across the workforce.
- (b) Payment for a day of paid time during normal working hours is payment of the amount the workplace delegate would have been paid for the hours the workplace delegate would have been rostered or required to work that day if the delegate had not been absent from work to attend the training.
- (c) The workplace delegate must give the employer not less than 5 weeks' notice, (unless the Employer and delegate agree to a shorter period of notice) of the dates, subject matter, daily start and finish times of the training, and the name of the training provider.
- (d) If requested by the employer the workplace delegate must, provide the Employer with an outline of the training content.
- (e) The Employer must advise the workplace delegate not less than 2 weeks from the day on which the training is scheduled to commence, whether the workplace delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.
- (f) The workplace delegate must, with 7 days after the day on which the training ends, provide the Employer with evidence that would satisfy a reasonable person of their attendance at the training.

Exercise of delegate entitlements

38.8 A workplace delegate's entitlements under clause 38 above are subject to the conditions that the workplace delegate must, when exercising those entitlements:

- (a) comply with their duties and obligations as an employee;
- (b) comply with the reasonable policies and procedures of the employer, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;
- (c) not hinder, obstruct or prevent the normal performance of work; and
- (d) not hinder, obstruct or prevent employees exercising their rights to freedom of association.

38.9 This clause does not require the Employer to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible employees.

38.10 This clause does not require an eligible Employee to be represented by a workplace delegate without the employee's agreement.

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39. RENEGOTIATION OF EA

39.1 The Employer, Employees and United Workers Union must commence renegotiations for a new enterprise agreement 3 months prior to the nominal expiry date of this Agreement.

In the last 6 months before the expiry of this Agreement, the Employer will provide Employees (upon request) with time off during work with pay for 2 meetings of no more than 30 minutes duration for the purposes of holding a mass meeting so that the United Workers Union may survey the Employees for the purposes of endorsing a log of claims for future bargaining.

40. SIGNATORIES

Signed for and on behalf of the Employees:

Signature: Rhoda Santiago

Full Name: RHODA SANTIAGO

Date: 3 Sept. 2024

Authority to Sign: Union delegate

Full Address: 8 Eddy St. St. Clair 2759

Signed for and on behalf of the Employer:

Full Name: ROBERT W. KIRKHAM

Signature: R. Kirk

Date: 30 AUGUST 2024

Position: CEO.

Full Address: 9 VIEW STREET

WEST PENNANT HILLS.

N.S.W. 2125.

**SCHEDULE A
CLASSIFICATIONS AND WAGE RATES**

Explanation of Classification Structure

Grades A and B of the classification structure apply to any employee with a disability who:

- (a) Because of their disability, does not have the capacity to undertake the duties or exercise the level of skill and responsibility of any position to which Levels 1 to 6 apply; and
- (b) Has been placed in a position by their employer which:
 - (i) Consists of duties and a level of supervision and monitoring which accommodate the effects of the employee's disability; and
 - (ii) does not fall into Levels 1 to 6.

Levels 1 to 7 apply to employees with or without a disability who undertake the duties and exercise the level of skill and responsibility specification in the classification descriptors. An employee in any of levels 1 to 6 may (subject to necessary training) be required to perform any or all of the duties in the classification descriptors.

Classification Definitions

Production Operator Grade A

Employee at this grade will perform a simple task or tasks consisting of up to 3 sequential steps or sub-tasks, any of which may involve the use of jigs or equipment or tools with basic functionality, under direct supervision and constant monitoring.

Production Operator Grade B

Employee as this grade will perform a simple task or tasks consisting of more than 3 sequential steps or sub-tasks, each of which may involve the use of mechanical or electric equipment or tools, under direct supervision with regular monitoring.

Production Operator Level 1

Production employees at this level will undertake on the job induction and/or training to perform work in level 2 or above for a period not exceeding 3 months.

Production Operator Level 2

Production employees at this level will have completed at least 3 months structured training to enable them to perform work within the scope of this level. Employees at this level will perform a basic task or tasks in accordance with defined procedures under direct supervision. An employee at this level will;

- (a) performs work above and beyond the skills of an employee at Level 1 and to their level of training;
- (b) works under direct supervision either individually or in a team environment; and

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- (c) understands and undertakes basic quality control/assurance procedures including the ability to recognise basic quality deviations/faults.

Indicative tasks that may be performed at this level includes sorting, labelling, folding, stacking, use of hand trolleys and pallet trucks, taping, heat sealing, stapling, filling, label printing, shrink wrapping, pallet wrapping, flow wrapping, blister packing and checking / weighing.

Production Operator Level 3

Employees at this level will perform work above and beyond the skill of an employee at Level 2 and to their level of training. Such employees will perform a more complex task or tasks that at level 2 in accordance with defined procedures under routine supervision. They may include the performance of work that involves:

- more complex packaging skin packing, (including weighing and measuring); and/or
- operation of more complex machinery.

Warehouse Operator Level 1

Warehouse employees at this level will undertake on the job induction and/or training to perform work in level 2 or above for a period not exceeding 3 months.

Warehouse Operator Level 2

Warehouse employees at this level will have completed at least 3 months structured training to enable them to perform work within the scope of this level. Employees at this level will perform a basic task or tasks in accordance with defined procedures under direct supervision. An employee at this level will perform work that may include receiving, dispatching, documenting and recording of goods.

Forklift Operator Level 3

Employees required to operate a forklift or high reach forklift must hold the appropriate licenses to driver and operate a forklift and/or a high reach forklift and have the training and skills required to lift loads for storage, organisation and distribution. Employees must be able to stock, pack, load, unload and secure loads safely.

Leading Hand Level 4

Employees at this level will perform work at a higher level than a Production employee at level 3. Indicative tasks will include:

- Works from complex instructions;
- Liaises with Team Leaders and Production Supervisor to provide direction and support to employees to achieve production goals;
- Provides supervisory assistance by managing allocated employees and/or production lines to achieve production outcomes; and/or
- Coordinates work in a team environment or works individually under general supervision.

Team Leader Level 5

Employees at this level will perform work at a higher level than a Production employee at level 4. Indicative tasks include:

- Supports the Production Supervisor to perform a range of production functions including co-ordinating production
- Overseeing a defined section or work activity
- Organising, motivating and supervising staff
- Capable of operating equipment used by subordinate employees

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- Perform setup of packaging machines and associated equipment according to production schedule
- Perform minor trouble shooting and maintenance on equipment
- Analyse and input production data
- Relevant certification or equivalent experience.

Pay Rates (Ordinary Rate of Pay)				
Role	Grade	On EA signing 2024 to 2025	1st Anniversary 2025 to 2026	2nd Anniversary 2026 to 2027
Production Operator ¹	Grade A	\$6.03 ¹	\$6.86 ¹	\$7.68 ¹
	Grade B	\$12.07 ¹	\$13.71 ¹	\$15.36 ¹
Production Operator (Progression to Level 2 after 3 months)	Level 1	\$24.63	\$25.62	\$26.64
	Level 2	\$26.25	\$27.30	\$28.39
Production Operator	Level 3	\$27.29	\$28.38	\$29.52
Leading Hand	Level 4	\$29.32	\$30.49	\$31.71
Team Leader	Level 5	\$32.67	\$33.97	\$35.33
Warehouse Operator (Progression to Level 2 after 3 months)	Level 1	\$24.63	\$25.62	\$26.64
	Level 2	\$26.25	\$27.30	\$28.39
Warehouse Operator	Level 3	\$27.29	\$28.38	\$29.52
Forklift Operator	Level 3	\$27.29	\$28.38	\$29.52

¹ Employees will receive a percentage of the relevant minimum hourly rate of pay specified for Grade A or Grade B in this table. The percentage payable will be according to the assessed productive capacity of the employee determined in accordance with Supported Wage System contained in the Award.

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SCHEDULE B

	On EA signing 2024 to 2025	1st Anniversary 2025 to 2026	2nd Anniversary 2026 to 2027
First Aid	\$22.01	\$22.89	\$23.80
Meal Allowance	\$14.39	\$14.96	\$15.56
Boot Allowance (reimbursement)	\$100.00	\$104.00	\$108.16