

Enterprise Agreement

Everhard Industries Pty Ltd

and

Production and Warehouse Employee

2024 - 2027

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EVERHARD INDUSTRIES PTY LTD
ENTERPRISE AGREEMENT 2024 - 2027

1. Title

- 1.1. This Agreement shall be known as Everhard Industries Pty Ltd Enterprise Agreement.

2. Parties and Persons Bound and Covered

- 2.1. This Agreement shall cover and apply to all Employees employed to perform work for the Company in its Manufacturing, Production and Warehouse operations throughout Queensland, New South Wales, Victoria, and Western Australia and who are employed in a classification contained within this Agreement.
- 2.2. Employees covered by this Agreement may also be required from time to time to perform work as instructed by the Company, at locations other than their default work location.
- 2.3. This Agreement is made between Everhard Industries Pty Ltd, its Manufacturing, Production and Warehouse Employees, and the Australian Manufacturing Workers Union.

3. Term of the Agreement

- 3.1. This Agreement shall operate from 7 days after approval by the FWC. The nominal expiry date is 1 July 2027. This Agreement shall continue to operate after its nominal expiry date until terminated or replaced.
- 3.2. Any changes in the pay rates will be back paid to the workers from the date of 1 July 2024. Any such back pay will be made in the first normal pay following approval of the Agreement by the FWC.
- 3.3. During the life of this Agreement the Parties commit to work towards:
- 3.3.1. Improving productivity and efficiency.
 - 3.3.2. Devolution of responsibility.
 - 3.3.3. Flexibility within and across departments.
 - 3.3.4. The review, recommendation and implementation of a classification structure which reflects the needs of the business and offers payment for skills acquired and used.
 - 3.3.5. Identification of training needs through skills assessment.
 - 3.3.6. A continuous improvement culture.
 - 3.3.7. Adoption of and training in the practices of Lean Manufacturing.
- 3.4. Subject to any changes in legislation, all Parties shall endeavour to commence negotiations for a replacement Agreement, three (3) months prior to the expiry of this Agreement.

4. National Employment Standards

- 4.1. This Agreement shall also be read in conjunction with the National Employment Standards (NES) which apply under the Act. Where there is any inconsistency between the Agreement and the NES, this Agreement shall take precedence provided the minimum requirements of the NES are met.

5. Objects

- 5.1. The objects of this Agreement include the following:

- 5.1.1. promoting job security, effective workplace representation and training for Team Members;
- 5.1.2. enhancing the safety and fairness of the Company's operations;
- 5.1.3. maintaining the safety net and enhancing fair working conditions;
- 5.1.4. enhancing the productivity and efficiency of the Company's operations; and
- 5.1.5. subject to reasonable practical requirements and the genuine operational needs of the business, such as but not limited to adequately servicing industry and client peaks, promoting job security with full time employment being preferred.

6. Relationship to the Award

- 6.1. This Agreement operates to the exclusion of the Award.

7. Definitions

- 7.1. "**Act**" means the Fair Work Act 2009 (Cth).
- 7.2. "**Award**" means the Manufacturing and Associated Industries and Occupations Award 2020, as amended from time to time.
- 7.3. "**Company**" means Everhard Industries Pty Ltd ABN 41 009 690 859.
- 7.4. "**FWC**" means the Fair Work Commission.
- 7.5. "**NES**" means the National Employment Standards contained in the Fair Work Act 2009 (Cth).
- 7.6. "**Ordinary hourly wage rates**" means the ordinary hourly rates specified in Schedule A for the classifications contained in Schedule A.
- 7.7. "**Parties**" means Everhard Industries Pty Ltd and Employees, and the Australian Manufacturing Workers' Union.
- 7.8. "**Employee**" means a person employed by Everhard Industries Pty Ltd and covered by this Agreement as indicated in Schedule A, for the purposes of classification and level of individual employees.
- 7.9. "**Employee**" has the meaning specifically ascribed to the term in Schedule A.
- 7.10. "**Union**" means the Australian Manufacturing Workers' Union (AMWU).

8. No Extra Claims

- 8.1. The Parties bound by this Agreement acknowledge that this Agreement settles all claims in relation to the terms and conditions of employment of the Employees to whom it applies and agree that they will not pursue any extra claims during the term of this Agreement.
- 8.2. For the duration of the Agreement (which means the period up to and including the nominal expiry date) the Parties will make no further claims, save as to:
 - 8.2.1. Any claims that may be made in respect of a new Enterprise Agreement to replace this Agreement when it passes the nominal expiry date; and
 - 8.2.2. Any claims that may be made seeking Agreement for variation or termination of this Agreement in accordance with the provisions of the Act.
- 8.3. The Company may at any time make changes to its policies and procedures, and subject to the following, such changes will not be considered "extra claims" in the context of this clause:

- 8.3.1. Where changes to policies and procedures will have the effect of limiting or reducing the payments to or earnings of Employees, or of reducing or restricting their entitlements to employment benefits, those changes are not “extra claims” but may be the subject of processes under the dispute resolution provisions of this Agreement, with the rights of the Company and Employees reserved to argue in support of their respective cases as they see fit; and
- 8.3.2. Subject to the Company meeting any obligations to consult arising under the Agreement or pursuant to a contract of employment binding on the Company, it is not the intent of this clause to inhibit, limit or restrict the Company’s right or ability to introduce change at the workplace.

9. Employment Categories

- 9.1. Employees under this Agreement will be employed in one of the following categories:
 - 9.1.1. Full-time permanent
 - 9.1.2. Part-time permanent
 - 9.1.3. Casual
 - 9.1.4. Fixed Term
- 9.2. Full Time Employees
 - 9.2.1. A Full Time Employee is a permanent Employee engaged for 38 hours per week. To be read in conjunction with clause 16 of this Agreement.
- 9.3. Part-time Employment
 - 9.3.1. An Employee may be engaged to work on a part-time basis involving a pattern of hours which average less than 38 ordinary hours per week. The spread of ordinary working hours shall be the same as those prescribed for weekly Employees.
 - 9.3.2. A part-time Employee shall be given in writing a statement showing the starting and finishing times and the days for which they are engaged to work as well as the number of ordinary hours to be worked in each week. Changes to the number of hours to be worked or to the times at which the Employee will start and finish work each day must be mutually agreed in writing between the Company and Employee. Any variation to the Part Time Employees hours must be retained by the Company and a copy of the Agreement and any variation to it must be provided to the Employee by the Company.
 - 9.3.3. Where applicable, the terms of this Agreement will apply pro rata to part-time Employees on the basis that ordinary weekly hours for full-time Employees are 38.
 - 9.3.4. Part-time Employees will be paid the appropriate overtime rate in this Agreement for all hours worked in excess of their ordinary (agreed) hours of work.
 - 9.3.5. A part-time Employee must be engaged and paid for a minimum of 4 consecutive hours per day or shift. In order to meet their personal circumstances a part-time Employee may request and the Company may agree to an engagement for no less than 3 consecutive hours per day or shift. The Agreement reached must be recorded by the Company on the Employee’s time and wages record.

9.4. Casual Employment

- 9.4.1. Casual Employee has the meaning ascribed in the Act, as amended from time to time.
- 9.4.2. Where a person is a casual Employee, the Company can elect to offer work and the person to whom the offer is made can elect to accept or reject the work offered and is not required, by virtue of the Company needing the work to be done, to accept the work offered.
- 9.4.3. A casual Employee working ordinary time shall be paid an hourly rate calculated on the basis of one thirty-eighth of the weekly wage prescribed in clause 13 for the work being performed plus a casual loading of 25%. The 25% casual loading shall compensate casual Employees for the non-receipt of annual leave, personal leave, public holidays not worked, severance pay and notice of termination.
- 9.4.4. On each occasion a casual Employee is required to attend work, the Employee must be paid for a minimum of four (4) consecutive hours of work. In order to meet their personal circumstances a casual Employee may request and the Company may agree to an engagement for no less than 3 consecutive hours.
- 9.4.5. If a casual Employee is re-engaged within four weeks of their termination, the previous period of service will be considered to be consecutive for the purpose of calculation of service.

9.5. Conversion to Permanent Employment

- 9.5.1. The Company will comply with the processes in the Act regarding conversion from casual employment to permanent employment. Disputes about conversion from casual employment to permanent employment may be addressed in accordance with the dispute resolution procedure in this Agreement.

9.6. Fixed Term Employment

- 9.6.1. A fixed term Employee may be specifically engaged:
 - 9.6.1.1 for a period of a specified duration; or
 - 9.6.1.2 for the purposes to meet peak or seasonable demands
 - 9.6.1.3 special projects as the need arises
 - 9.6.1.4 provisions contained in clause 11 (redundancy) do not apply to fixed term Employees.
- 9.6.2. Before a fixed term Employee is engaged the Company must inform that person of the temporary nature of the employment and where being used as a replacement Employee, of the rights of the Employee being replaced.

9.7. Labour Hire Arrangements

- 9.7.1. The Company will ensure the wages and conditions of labour hire workers are at least equivalent to the Award pay rates of permanent Employees performing the work of the same classification. Where possible the Company shall provide opportunity for full time or fixed term employment of Labour Hire personnel through their contractual arrangements (usually after a period of a minimum six (6) months).

9.8. Probation Period

- 9.8.1. Employees who commence employment other than as a casual Employee on or after the commencement date of this Agreement will serve a probation period of 6 months.

- 9.8.2. An Employee will not be subject to a probation period where that Employee commences full time or part time employment having at that time been employed directly by the Company as a casual on a regular and systematic basis for at least 6 months.
- 9.8.3. If an Employee is not terminated during probation, at the expiry of the probation period the Employee will be deemed to have satisfactorily completed probation and the employment will continue subject to the provisions of this Agreement.

10. Standing Down Of Employees

- 10.1. The Company may stand down an Employee without pay during a period in which the Employee cannot usefully be employed because of any industrial action (other than industrial action organised or engaged in by the Company), any breakdown of machinery or equipment that the Company cannot reasonably be held responsible for, or any stoppage of work for any cause for which the Company cannot reasonably be held responsible. This clause does not in any way limit the Company's capacity to otherwise stand down an Employee under s. 524 of the Act.

11. Redundancy

- 11.1. Redundancy entitlement is as per the NES.
- 11.2. Redundancy happens when a Company either:
 - 11.2.1. doesn't need an Employee's job to be done by anyone; or
 - 11.2.2. becomes insolvent or bankrupt
- 11.3. Redundancy can happen when the business:
 - 11.3.1. no longer requires the position
 - 11.3.2. business changes
 - 11.3.3. introduces new technology
 - 11.3.4. slows down due to lower sales or production
 - 11.3.5. closes down
 - 11.3.6. relocates overseas or interstate
 - 11.3.7. restructures or reorganise
- 11.4. Redundancy Pay
 - 11.4.1. The amount of redundancy pay the Employee gets is based on their continuous service with their Company. Continuous service is the length of time they're employed by the Company. It doesn't include periods of unpaid leave. This amount is paid at the Employee's base pay rate for ordinary hours worked.
 - 11.4.2. An Employee's base rate of pay (other than a pieceworker) is the pay rate they receive for working their ordinary hours, but does not include the following:
 - 11.4.2.1 overtime
 - 11.4.2.2 penalty rates
 - 11.4.2.3 disability allowances
 - 11.4.2.4 shift allowances
 - 11.4.2.5 special rates
 - 11.4.2.6 fares and travelling time allowances
 - 11.4.2.7 bonuses
 - 11.4.2.8 any other ancillary payments of a like nature

11.4.3.

Period of continuous service	Redundancy pay
From Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay*
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 5 years	8 weeks' pay
5 years and less than 6 years	10 weeks' pay
6 years and less than 7 years	11 weeks' pay
7 years and less than 8 years	13 weeks' pay
8 years and less than 9 years	14 weeks' pay
9 years and less than 12 years	16 weeks' pay
12 years and less than 15 years	18 weeks' pay
15 years and less than 20 years	20 weeks' pay
20 years and over	22 weeks' pay

* Weeks' pay is defined in clause 11.4.5

11.4.4. Continuity of service shall be calculated in the manner prescribed by 21.5.

11.4.5. Week's pay means the ordinary time rate of pay for the Employee concerned. Provided that such rate shall exclude:

- 11.4.5.1. overtime
- 11.4.5.2. penalty rates
- 11.4.5.3. disability allowances
- 11.4.5.4. shift allowances
- 11.4.5.5. special rates
- 11.4.5.6. fares and travelling time allowances
- 11.4.5.7. bonuses
- 11.4.5.8. any other ancillary payments of a like nature

11.5. Employees Redundancy Pay Exemptions

11.5.1. Some Employees are not entitled to redundancy pay when their job is made redundant. They are:

- 11.5.1.1. Employees whose period of continuous service with the Company is less than 12 months
- 11.5.1.2. Employees terminated as a consequence of serious misconduct that justifies dismissal without notice
- 11.5.1.3. Probationary Employees
- 11.5.1.4. Trainees engaged only for the length of the training Agreement
- 11.5.1.5. Employees employed for a set specific period of time or a season for a specified task or tasks; or
- 11.5.1.6. Apprentices
- 11.5.1.7. Most casual Employees.

11.6. Transfer to lower paid duties

11.6.1. Where an Employee is transferred to lower paid duties by reason of redundancy the same period of notice must be given as the Employee would have been entitled to if the employment had been terminated and the

Company may at the Company's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

- 11.7. Incapacity to pay
 - 11.7.1. Relevant authorities may vary the redundancy pay prescription on the basis of the Company's incapacity to pay. An application for variation may be made by the Company or a group of Companies.
- 11.8. Employee leaving during notice period
 - 11.8.1. An Employee given notice of termination in circumstances of redundancy may terminate his/her employment during the period of notice set out in clause 12 - Notice of termination. In this circumstance the Employee will be entitled to receive the benefits and payments they would have received under this clause had they remained with the Company until the expiry of the notice, but will not be entitled to payment in lieu of notice.
- 11.9. Alternative employment
 - 11.9.1. The Company, in a particular redundancy case, may make an application to have the general redundancy severance pay prescription varied if the Company obtains acceptable alternative employment for an Employee.
 - 11.9.2. This provision does not apply in circumstances involving transmission of business as set in clause 11.11.
- 11.10. Job search entitlement
 - 11.10.1. During the period of notice of termination given by the Company in accordance with clause 12.1, an Employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
 - 11.10.2. If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee shall, at the request of the Company, be required to produce proof of attendance at an interview or he or she shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.
 - 11.10.3. The job search entitlements under this sub-clause apply in lieu of the provisions of clause 12.3.
- 11.11. Transmission of business
 - 11.11.1. The provisions of this clause are not applicable where a business is before or after the date of this Agreement, transmitted from a Company (in this sub-clause called the transmittor) to another Company (in this sub-clause called the transmittee), in any of the following circumstances:
 - 11.11.1.1 where the Employee accepts employment with the transmittee which recognises the period of continuous service which the Employee had with the transmittor and any prior transmittor to be continuous service of the Employee with the transmittee; or
 - 11.11.1.2 where the Employee rejects an offer of employment with the transmittee:
 - 11.11.1.2.1 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 transmittor; and

11.11.1.2.2 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 transmittee

11.12. Employees exempted

11.12.1. This clause does not apply to:

- 11.12.1.1 Employees terminated as a consequence of serious misconduct that justifies dismissal without notice
- 11.12.1.2 probationary Employees
- 11.12.1.3 apprentices
- 11.12.1.4 trainees
- 11.12.1.5 Employees engaged for a specific period of time or for a specified task or tasks; or
- 11.12.1.6 casual Employees

11.13. Redundancy Consultation Process

11.13.1. Where a termination by way of redundancy is proposed by the Company, the Company will consult with affected Employees and their relevant Employee representatives before making any final determinations. That consultation process will outline the reasons for the redundancy, the number and categories of Employees likely to be affected and the time when, or the period over which, the Company intends to carry out the terminations.

11.13.2. Prior to any final determination, the Company will genuinely consult with the affected Employees and their Employee representatives on measures to avert or minimise the terminations and implement measures (such as finding alternative employment within the organisation if available) to mitigate the adverse effects of the terminations.

11.13.3. Should termination under this clause still be required after the above measures have been taken, voluntary redundancies may be called and considered. Requests for voluntary redundancy will be taken in consideration with the inherent requirements of the job (e.g. Safety, Work Quality, Skills & Application, Teamwork and Flexibility).

11.13.4. There will be no discrimination of any sort and special efforts will be made to minimise redundancy of apprentices.

11.13.5. No permanent Employees will be terminated by way of redundancy where the Company engages casual, contract or labour hire Employees in the same or similar positions, occupations or tasks.

12. Notice of Termination

12.1. Notice of termination by Company

12.1.1. In order to terminate the employment of an Employee, the Company must give to the Employee the period of notice specified in the table below:

Period of continuous service	Period of notice
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

- 12.1.2. In addition to the notice in this clause, 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.
- 12.1.3. The Company must provide an Employee with written notice of the day of termination when ending their employment. Some exceptions apply as per clause 12.1.7, below.
- 12.1.4. The Company may give notice to the Employee by either:
 - 12.1.4.1. delivering it personally
 - 12.1.4.2. leaving it at the Employee's last known address
 - 12.1.4.3. sending it by pre-paid post to the Employee's last known address
 - 12.1.4.4. if the Employee agrees, sending it electronically by email or text message.
- 12.1.5. Period and Amount of Notice
 - 12.1.5.1. The Company must not dismiss an Employee unless they have either:
 - 12.1.5.1.1. given the minimum period of notice
 - 12.1.5.1.2. paid the Employee instead of giving notice
 - 12.1.5.1.3. This is paid at the Employee's full pay rate as if they had worked the minimum notice period.
- 12.1.6. An Employee's full pay rate includes the following:
 - 12.1.6.1. incentive-based payments and bonuses loadings
 - 12.1.6.2. monetary allowances, overtime or penalty rates
 - 12.1.6.3. any other separately identifiable amounts.
- 12.1.7. The period of notice of termination in this clause does not apply:
 - 12.1.7.1. in the case of dismissal for serious misconduct
 - 12.1.7.2. to Employees engaged for a specific period of time or for a season specific task or tasks
 - 12.1.7.3. to trainees whose employment under a traineeship Agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the Agreement; or
 - 12.1.7.4. to casual Employees.
- 12.1.8. 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:
 - 12.1.8.1. the Employee's ordinary hours of work (even if not standard hours); and
 - 12.1.8.2. the amounts ordinarily payable to the Employee in respect of those hours, including (for example) allowances, loading and penalties; and
 - 12.1.8.3. any other amounts payable under the Employee's contract of Employment.
- 12.1.9. Continuous service is defined in clause 11.4.1.
- 12.2. Notice of termination by an Employee
 - 12.2.1. The notice of termination required to be given by an Employee is the same as

that required of the Company, save and except that there is no requirement on the Employee to give additional notice based on the age of the Employee concerned.

12.2.2. If an Employee who is at least 18 years old does not give the period of notice required under this clause, then the Company may deduct from wages due to the Employee an amount that is no more than one week's wages for the Employee.

12.2.3. Provided that where an Employee and Company agree, the Employee may be released prior to the expiry of the notice period with payment of wages to the date of termination only.

12.3. Job search entitlement

12.3.1. Where the Company has given notice of termination to an Employee, an Employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking employment. It shall be taken at a convenient time to the Employee after consultation with the Company.

12.4. Transmission of business

12.4.1. Where a business is transmitted from one Company to another, as set out in clause 11 - Redundancy, the period of continuous service that the Employee had with the transmittor or any prior transmittor is deemed to be service with the transmittee 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.

12.5. The Company must pay an Employee by the end of the next business day after the day on which the Employee's employment terminates:

12.5.1. the Employee's wages under this Agreement for any complete or incomplete pay period up to the end of the day of termination; and

12.5.2. all other monies that are due to the employee under this Agreement.

12.6. The Company must pay an Employee all amounts due to the Employee under the NES no later than 7 days after the day on which the Employee's employment terminates.

13. Classification Structure and Wage Rates

13.1. Employees shall be paid wages applicable to their appointed classifications as per Schedule A, according to the pay rates in Schedule A.

13.2. The Agreement reflects the annual increases to wage rates effective from the dates indicated in Schedule A.

13.3. For clarification, the wage rates in effect immediately prior to the commencement of this Agreement and described as "current" are set out hereunder, and the increase described in Schedule A is applied to these wage rates.

13.3.1.

Rates - 1 July 2023			
Classification Level	Hourly Rate	Tradesperson Level	Hourly Rate
Level 1	\$25.7960	C11	\$28.2515
Level 2	\$26.4044	C10	\$30.7253
Level 3	\$27.6479	C09	\$32.2657
Level 4	\$28.9183	C08	\$35.8300
Level 5	\$30.7253	C07	\$37.6215
		C06	\$41.3837

- 13.4. Payment of Wages
 - 13.4.1. Wages shall be paid weekly or where agreed fortnightly or as otherwise agreed.
 - 13.4.2. The Employee will be paid their wages by direct transfer into the Employee's bank (or other recognised financial institution) account.
 - 13.4.3. All payslips will be provided via electronic means.
- 13.5. Responsibilities
 - 13.5.1. All Employees are responsible for the output of their work against the required duties of their position. Employees at all levels within the Company are required to comply with legislative requirements as they apply to activities on site and meet the responsibilities outlined below:
 - 13.5.2. Abide by the Company Code of Conduct, Eversafe Rules and apply all relevant Company policies and practices and procedures
 - 13.5.3. Work within the limits of the training provided and safe working procedures
 - 13.5.4. Assist new Employees by providing general information, guidance and advice
 - 13.5.5. Provide on the job training to other Employees where required
 - 13.5.6. Complete the required paperwork, within given guidelines and time frames, connected to the task being performed
 - 13.5.7. Follow lawful verbal and written instructions
 - 13.5.8. Participate as required, to improve the effectiveness of business
 - 13.5.9. Conduct effective hand-overs with incoming team as required
 - 13.5.10. Support Employees in your work area and/or at lower levels within the Company whose skill set isn't as developed
 - 13.5.11. Perform all tasks you are requested to perform within your ability even if it is seen as part of a lower job level
 - 13.5.12. Participate as required in job rotation to facilitate multi-skilling and for risk minimisation under occupational health and safety
- 13.6. Classification Structure (other than Tradesperson)
 - 13.6.1. Pay levels of the Employees covered under this Agreement are determined by the Company's outlined Classifications. Refer to Schedule A for the purposes of classification and pay levels.
- 13.7. Classification Structure – Tradesperson
 - 13.7.1. Procedure for Classifying Tradesperson Employees
 - 13.7.1.1. Employees can be classified either on the basis of minimum training requirements or on competency standards set out in the National Metal and Engineering Competency Standards. The procedures for reclassifying trade Employees are set out in the National Metal and Engineering Competency Standards Implementation Guide.
 - 13.7.1.2. Where there is dispute in relation to classification or reclassification, they shall be handled in accordance with the dispute resolution procedures of this Agreement as in clause 30.
 - 13.7.2. Wage Relativity for Trade Classifications as per Schedule A.4
 - 13.7.3. Wage Group C11 Engineering / Production Employee Level IV as per Schedule A.4
 - 13.7.4. Wage Group C10 Engineering Tradesperson Level I as per Schedule A.4

- 13.7.5. Wage Group C9 Engineering Tradesperson Level II/ Engineering Technician Level I as per Schedule A.4
- 13.7.6. Wage Group C8 Engineering Tradesperson Special Class Level I/ Engineering Technician Level II as per Schedule A.4
- 13.7.7. Wage Group C7 Engineering Tradesperson Special Class Level II/ Engineering Technician Level III as per Schedule A.4
- 13.7.8. Wage Group C6 Advanced Engineering - Level I as per Schedule A.4
- 13.8. Multi-skilling and Flexibility of Labour
 - 13.8.1. The Parties to this Agreement recognise the value of multi-skilling and flexibility of labour between the various functions and production areas. In this regard the following measures are agreed to be implemented:
 - 13.8.1.1. Production Employees shall be utilised in other functional areas where the Company requires, and where appropriately trained.
 - 13.8.1.2. Employees shall undertake training to predetermined standards of competency.
 - 13.8.2. The Parties to this Agreement agree to eliminate any demarcation and to work in any area on a short term basis subject to possession of the necessary skills.
- 13.9. Wage Rates
 - 13.9.1. Adult Employees - For work done during ordinary hours an adult Employee shall receive a rate of pay assigned to the appropriate classification in accordance with Appendix A of this Agreement.
 - 13.9.2. Actual rate of pay - is defined as the total amount an Employee would normally receive for performing 38 hours of ordinary work. Provided that such rate shall expressly exclude overtime, penalty rates, disability allowance, shift allowance, special rates, fares and travelling time allowance and any other ancillary payment of a like nature.
 - 13.9.3. Apprentice Rates of Pay - The Parties to this Agreement recognise the importance of employing apprentices directly to ensure ongoing provision of skilled tradesperson. Apprentices will be paid to attend the formal technical college or TAFE training component of their apprenticeship and the Company will pay for all dues or fees charged by the training institute. Payment of these fees may be withheld where the apprentice has failed exams or not completed the necessary theory assignments that have been required from them by the institution. In this case there shall be consultation between the apprentice and Company as to the continuation of training being provided. The minimum hourly rate for apprentices shall be calculated via:

4 Year Term of Apprenticeship	% of C10 Level Wage Rate
First	69 %
Second	74 %
Third	81 %
Fourth	91 %

- 13.9.4. Where a person was employed by the Company prior to becoming an adult apprentice to that Company, such person shall not suffer a reduction in the rate of pay by virtue of becoming indentured and shall remain at their original rate (subject to normal agreed increases) until such time as the apprentice rate is greater.
- 13.9.5. The Company may advance the apprentice up to three years of tool allowance in order to purchase the necessary tool kit in order to be able to carry out their duties in the workplace as indicated in Schedule D. The fourth year allowances are not forwarded in order to allow the apprentice to purchase specialised tools as they may find they require towards the end of their training.
- 13.9.6. Currently this is not necessary due to the Governments "Tools for Trade" allowances which provide for supply of toolkits after probation periods requirements are observed.

14. Allowances

- 14.1. The following allowances in addition to the rates provided in Schedule C of this Agreement shall be paid if, when applicable as per details outlined in this clause:
 - 14.1.1. Transfer from job to job:
 - 14.1.1.1 an Employee transferred by the Company from one job to another job on the same day shall be paid for the time spent in travelling as for time worked.
 - 14.1.2. Distant work:
 - 14.1.2.1 all reasonable fares for travel to and from an Employee's place of work shall be reimbursed for work done away from the Company's place of business.
 - 14.1.2.2 where an Employee reaches an Agreement with the Company to use their own motor vehicle on the Company's business, such Employee shall be paid an allowance of 98 cents per kilometre.
 - 14.1.2.3 if the Employee is unable to return to his/her home the same night and the Company does not provide board and lodging the Company shall pay as per the Australian Taxation Office rates.
 - 14.1.3. Leading Hand Allowance:
 - 14.1.3.1 A Leading hand is one who does not permanently work under a classification which requires one to lead, supervise or take responsibility for the work performed by an Employee and who is directed to lead, supervise and take responsibility for the work performed by two or more Employees. Therefore, in addition to their classification Ordinary hourly wage rate, the Employee will receive an allowance as per Schedule C:
 - 14.1.1.1.1 in charge of less than 3 Employees - 2.9% of level 5 per week
 - 14.1.1.1.2 in charge of 3 to 6 Employees - 3.8% of level 5 per week
 - 14.1.1.1.3 in charge of 7 to 10 Employees - 4.6 % of level 5 per week
 - 14.1.1.1.4 in charge of 11 to 20 Employees - 5.7% of level 5 per week
 - 14.1.1.1.5 in charge of more than 20 Employees – 7.1% of level 5 per week
 - 14.1.2. Production Shift Supervisor Allowance

- 14.1.2.1. The Production Shift Supervisor Allowance as indicated in Schedule C is paid to the nominated most senior wages Team Leader working on Afternoon Shift and Night Shift Monday to Friday and Day Shift, Afternoon Shift and Night Shift on the Weekend. This allowance is to be paid when there is no Salary Manager on the shift who is taking responsibility for the leadership of the shift.
- 14.1.2.2. This is a stand alone allowance which will only be paid when the relevant Employee is working the shift. This is in addition to the Leading Hand Allowance.
- 14.1.3. Higher Duties Allowance
 - 14.1.3.1. This applies to Employees engaged to perform for more than two hours on a day or shift on duties carrying a higher rate than their ordinary classification shall be paid the higher rate for such day or shift; if for two hours or less during a day or shift such Employees shall be paid the higher rate for the time so worked.
- 14.1.4. Overtime meal allowance
 - 14.1.4.1. An Employee required to work overtime for more than two hours without being notified on the previous day or earlier that he will be required to work shall either be supplied with a meal by the Company or paid an allowance as indicated in Schedule C for the first and subsequent meals. If an Employee pursuant to notice has provided their own meal and is not required to work overtime or is required to work less than the amount advised, they shall be paid the above allowance for those meals they have provided themselves. The meal allowance will increase as per the annual wage increase.
- 14.1.5. First aid allowance
 - 14.1.5.1. Any Employee appointed by the Company to perform first aid duty, in addition to ordinary duties, shall be paid an allowance as indicated in Schedule C in addition to their ordinary rate. The First Aid Allowance will increase as per the annual wage increase.
- 14.1.6. Clothing Allowance
 - 14.1.6.1. All Employees shall either:
 - 14.1.6.1.1. receive a clothing allowance as indicated in Schedule C for the purchase of uniform clothing; or
 - 14.1.6.1.2. annually be issued with five sets of uniform clothing as indicated Schedule C. A set of uniforms can be exchanged with a jacket and the request of the Employee.
- 14.1.7. Boot allowance
 - 14.1.7.1. All Employees shall:
 - 14.1.7.1.1. receive a boot allowance as indicated in Schedule C for the purchase of approved steel cap safety boots per Australian standard; or
 - 14.1.7.1.2. be issued with safety boots. Boots will be issued on an as needed basis, generally not within 12 months of the previous purchase. To gain replacement boots, the manager must view the old boots and sign off on replacing.

- 14.1.7.2. A new Employee who leaves within a period of four weeks of supply of uniform and/or boots will be charged the cost of boots and clothing supplied but this charge will be reduced by 25% for each completed week worked.
- 14.1.8. Protective clothing allowance
 - 14.1.8.1. When an Employee is called upon to work in water or rain, the Company shall provide the Employee with:
 - 14.1.8.1.1. suitable clothing in order to be able to perform their duties without getting their normal uniform wet
 - 14.1.8.1.2. If protective clothing or equipment is stipulated by a relevant law in the State in which an Employee is working, said clothing or equipment shall be provided by the Company.
 - 14.1.8.2. The type, brand, and style of the protective clothing provided will be determined via consultation between the Company and the group of Employees for which the clothing is being provided (i.e. Truck Drivers, Yard Forklift Operators/Gatekeepers) to ensure the most suitable clothing is selected to meet WHS requirements.
 - 14.1.8.3. The protective clothing is provided by the Company and to be signed for by the receiving Employee who shall be responsible for the security and care of the clothing. The Employee shall be responsible for the replacement of the protective clothing if it is required due to the neglect or misuse by the Employee and it shall be replaced with identical type within seven (7) business days. Where an Employee fails to replace the protective clothing with an identical type, the Company has the right to withhold monies from the Employee to a maximum amount equal to the total value of an protective clothing.
 - 14.1.8.4. The protective clothing will be replaced by the Company where required by normal wear and tear.
- 14.1.9. Expense related allowance
 - 14.1.9.1. The Company shall supply each Employee with all the requisite tools and other work related expenses for the performance of their duties, or by prior Agreement between the Company and the individual Employee. Therefore, the Company may reimburse the Employee for reasonable expenses where a receipt is provided, as indicated in Schedule D.
- 14.1.10. Damage to clothing, spectacles, hearing aids and tools
 - 14.1.10.1. Compensation must be made by the Company to an Employee to the extent of the damage sustained where, in the course of work, clothing, spectacles, hearing aids or tools of trade are damaged or destroyed by fire or molten metal or through the use of corrosive substances. The Company's liability in respect of tools is limited to the tools of trade which are ordinarily required for the performance of the Employee's duties. Compensation is not payable if an Employee is entitled to workers compensation in respect of the damage.
 - 14.1.10.2. Where an Employee as a result of performing any duty required by the Company, and as a result of negligence of the Company, suffers any damage to or soiling of clothing or other personal equipment,

including spectacles and hearing aids, the Company is liable for the replacement, repair or cleaning of such clothing or personal equipment including spectacles and hearing aids.

14.1.11. Accident pay allowance

14.1.11.1. Where an Employee becomes entitled to weekly compensation payments pursuant to the relevant accident compensation act presently in force in the States and areas covered by this Agreement, the Company will pay to the Employee an amount equivalent to the difference between:

14.1.11.1.1. the level of weekly compensation and any weekly wages earned or able to be earned if partially incapacitated; and

14.1.11.1.2. the amount that would have been payable under this Agreement for the classification of work if the Employee had been performing their normal duties. The rate to be paid to the Employee will exclude additional remuneration by way of attendance bonus payments, shift premiums, overtime payments, special rates, fares and travelling allowance or other similar payments but will not exclude piece or bonus work earnings during ordinary hours.

14.1.11.2. Where bonus earnings are included in the rate paid they shall be calculated as the average weekly bonus earned during the 26 week period immediately preceding the date of the injury or during the whole period of employment, whichever is the lesser period.

14.1.11.3. Accident make-up pay shall not apply:

14.1.11.3.1. during any period when the Employee fails to comply with the requirements of the Act with regard to examination by a legally qualified medical practitioner

14.1.11.3.2. where the injury for which the Employee is receiving weekly compensation payments is a pre-existing injury which work has contributed to by way of recurrence, aggravation, acceleration, exacerbation or deterioration and the Employee failed to disclose the injury on engagement following a request to do so by the Company in circumstances where the Employee knew or ought to have known about the nature of the injury

14.1.11.3.3. where in accordance with the Act a medical practitioner provides information to a Company of an Employee's fitness for work or specifies work for which an Employee has a capacity and that work is made available by an Company but not commenced by an Employee

14.1.11.3.4. when the claim has been commuted or redeemed in accordance with the Act; or

14.1.11.3.5. in respect of any period of annual leave, long service leave or for any paid public holiday

14.1.11.4. The maximum period or aggregate of periods of accident make-up pay to be made by the Company will be a total of 26 weeks for any one injury.

14.1.11.5. Where an Employee receives a weekly payment under this clause and subsequently that payment is reduced pursuant to the Act,

that reduction will not render the Company liable to increase the amount of accident pay in respect of that injury.

14.1.11.6. An entitlement to accident make-up pay ceases on termination of the Employee's employment, except where such termination:

14.1.11.6.1. is by the Company other than for reason of the Employee's serious and wilful misconduct; or

14.1.11.6.2. arises from a declaration of bankruptcy or liquidation of the Company, in which case the Employee's entitlement shall be referred to the FWC to determine

14.1.11.7. Where an Employee receives accident pay and such pay is payable for incapacity for part of a week, the amount shall be a direct pro rata payment.

14.1.11.8. The provisions of this clause shall not apply in the states of Queensland and South Australia.

14.1.12. Specific Tradesperson Allowances & Special Wage Rates

14.1.12.1. Special Rates for Tradespersons only

14.1.12.1.1. Where one or more of the disabilities set out below entitles an Employee to extra rates, the Company shall be bound to pay only one rate, namely the highest rate for the applicable disabilities. This does not apply for cold places, hot places, wet places, confined spaces, dirty work, or height money, the rates for which are cumulative. Special rates shall be paid irrespective of the times at which the work is performed and shall not be subject to any premium or penalty additions, including:

14.1.12.1.2. hot Places - An Employee who works for more than one hour in the shade in places where the temperature is raised by artificial means between 45 and 54 Celsius 2.9% of C10 Award rate per hour extra

14.1.12.1.3. in excess of 54 Celsius, 3.8% of C10 Award rate per hour extra

14.1.12.1.4. Where the work continues for more than two hours in temperatures exceeding 54 Celsius, an Employee is entitled to a rest period of 20 minutes every two hours without loss of pay. The temperature shall be determined by the supervisor after consultation with the Employees who claim the extra pay.

14.1.12.1.5. wet Places - An Employee working in any place where their clothing or boots become saturated with water, oil, or another substance, shall be paid 2.9% of the C10 Award rate per hour extra. An Employee who becomes entitled to this extra rate shall be paid such rate only for the part of the day or shift they are required to work in wet clothing or boots. This extra rate is not payable to an Employee who is provided with suitable and effective protective clothing and/or footwear by the Company.

14.1.12.1.6. dirty Work - Where an Employee and their supervisor agree that work (other than ship repair work) is of a usually dirty or offensive nature, the Employee shall be entitled to 2.9% of the C10 Award rate per hour extra.

14.1.12.1.7. explosive Power Tools - An Employee required to use explosive power tools shall be paid a minimum of 7.5% of the C10 Award rate extra per day. Where an hourly rate is required, it shall be calculated by dividing the rate by 7.5.

14.1.13. Late Payment of Wages

14.1.13.1. If the Company fails to make payment to any Employee as prescribed on payday, each Employee shall be paid a penalty rate as indicated in Schedule B for each and every day or part day during which such default continues, unless the Company satisfactorily shows pursuant to the Resolution of Disputes procedure prescribed in clause 30 that the failure is due to some act on the part of the Employee or to circumstances not under the Company's control which could not reasonably have been foreseen and which the Company took reasonable steps to avoid or overcome.

14.1.13.2. Except as otherwise required by law, notwithstanding anything contained in this clause, an Company shall pay to an Employee who leaves or is dismissed all moneys due to the Employee at the next regular payday (unless otherwise arranged), failing which the Company shall pay to the Employee the penalty sum as indicated in Schedule B for each and every day or part day during which such default continues.

14.1.14. Working at Heights

14.1.14.1. A height money allowance of \$0.60 per hour is to be paid to an Employee engaged in the repair and/or maintenance of structures, pallets, products at a height in each case of 15 metres or more directly above the nearest horizontal plane.

15. Training

15.1. The Parties to this Agreement recognise that in order to increase the efficiency, productivity and competitiveness of the business, a greater commitment to training and skill development is required. Accordingly, the Parties commit themselves to:

15.1.1 attend the compulsory Annual Safety Day

15.1.2 developing a more highly skilled and flexible workforce

15.1.1. providing Employees with career opportunities through appropriate training to acquire additional skills required

15.1.2. removing barriers to the utilisation of skills required.

15.2. Following proper consultation with Employees the Company shall develop a training program consistent with:

15.2.1. the current and future skill needs of the plant or enterprise

15.2.2. the size, structure and nature of the operations of the plant or enterprise; the need to develop vocational skills relevant to the plant or enterprise through courses conducted on-the-job or by accredited educational institutions and providers

15.3. Where, arising from the training program developed in clause 15.2 hereof, the Company determined that an Employee should undertake additional training that training may be undertaken either on or off-the-job

15.4. Provided that if the training is undertaken during ordinary working hours the Employee concerned shall not suffer any loss of ordinary pay. The Company shall not unreasonably withhold such paid training leave.

15.5. Travel costs incurred by an Employee undertaking training in accordance with this

clause which exceed those normally incurred in travelling to and from work shall be reimbursed by the Company at the rate prescribed by the Australian Tax Office.

- 15.6. The Parties agree that reclassification will only occur where the Employee involved has the training and experience necessary to perform the full range of functions comprehended by the new classification and is required to exercise them in the course of employment.
- 15.7. If an Employee does not attend a prearranged training program, the Employee must provide a formal medical certificate or take leave without pay.

16. Hours of Work

- 16.1. The ordinary hours of work shall be an average of 38 per week to be worked over a maximum work cycle of four weeks and shall be worked as outlined in clause 16.4 hereof.
- 16.2. The ordinary hours of work may be worked on any weekday or all weekdays, Monday to Friday, and shall be worked continuously, except for meal breaks, between 6.00 a.m. and 6.00 p.m. in respect to day work and in respect to shift work as prescribed in clause 19 - Shift work, of this Agreement.
- 16.3. Provided that the spread of hours may be altered by mutual Agreement between the Company and the majority of Employees in the work location or department or team concerned. (e.g. one hour either side of the span in clause 16.2)
- 16.4. The ordinary hours of work shall not exceed ten hours on any day. Provided that:
 - 16.4.1. in any arrangement of ordinary working hours where the ordinary working hours are to exceed eight on any day, the arrangement of hours shall be subject to Agreement of the Company and the majority of Employees in the work location or department or team concerned; and
 - 16.4.2. by arrangement between the Company, and the majority of Employees in the work location or department or team concerned, ordinary hours not exceeding twelve on any day may be worked subject to:
 - 16.4.2.1. proper health monitoring procedures being introduced
 - 16.4.2.2. suitable roster arrangements being made
 - 16.4.2.3. proper supervision being provided
 - 16.4.2.4. adequate breaks being provided
- 16.5. Method of arranging ordinary working hours
 - 16.5.1 The method of implementing the 38 hour week shall be determined by Agreement between the Company and the majority of Employees directly affected, from one or more of the following:
 - 16.5.1.1. by Employees working less than eight ordinary hours each day;
 - 16.5.1.2. by Employees working less than eight ordinary hours one or more days each week;
 - 16.5.1.3. by all Employees having one week day off, excluding public holidays, in each twenty day work cycle, eight hours being worked on each of the other nineteen days of those four weeks.
- 16.6. Provided that work done outside the spread of hours fixed in accordance with this clause for which overtime rates are payable shall be deemed to be part of the ordinary hours of work when otherwise the ordinary hours worked would be less than those prescribed.
- 16.7. Notwithstanding clause 16.6 of the Agreement, hours worked outside the spread of ordinary hours attract overtime penalties as provided for under the Award.
- 16.8. Rostered Day Off
 - 16.8.1 The rostered day off is to be nominated by the Company:

- 16.8.1.1. by fixing a day upon which all or any number of Employees will be off on a particular day;
- 16.8.1.2. by rostering Employees off on various weekdays during a particular twenty day work cycle. Rostered days off would normally be taken on Mondays or Fridays or other days of the week by Agreement.
- 16.8.1.3. a maximum of five rostered days off may be accrued.
- 16.8.2 Subject to operational requirements, preference shall be given to days off being arranged to suit individual requests.
- 16.8.3 Provided that the ordinary hours may be worked by such other methods that are agreed upon between the Company and the majority of Employees directly affected.
- 16.8.4 Circumstances may arise where different methods of implementing a 38 hour week apply to various departments or teams of Employees in the worksite or establishment concerned.
- 16.8.5 The day Scheduled to be the day off in accordance with this clause may be worked as an ordinary working day without penalty when substituted by another day by Agreement between the Company and the Employee directly affected, or where a number of Employees are directly affected, by Agreement between the Company and a majority of the Employees in respect of whom a substitute day off is sought.
- 16.8.6 Excluding circumstances beyond the control of the Company, not less than seven days advance notice is to be given concerning the days off allocated to Employees
- 16.8.7 During each entitlement of four weeks annual leave, the Employee is deemed to have accumulated and taken an RDO.

17. Work Breaks

17.1 Meal Breaks

- 17.1.1 Employees shall be entitled to a meal break of not less than 30 minutes and not more than one hour which must be commenced within the fourth to sixth hours from the commencement of ordinary working hours.
- 17.1.2 An Employee required to defer the meal break beyond the sixth hour of the shift shall be paid at the following rates until the meal break is taken or the end of the shift, whichever first occurs:
 - 17.1.2.1 where the meal break is during ordinary time on a Saturday or Sunday: 200% of the ordinary hourly wage rate;
 - 17.1.2.2 where the meal break is during ordinary time on a shift on which the Employee is entitled to a 15% loading: 165% of the ordinary hourly wage rate;
 - 17.1.2.3 where the meal break is during ordinary time on a shift on which the Employee is entitled a 30% loading: 180% of the ordinary hourly wage rate; or
 - 17.1.2.4 except as otherwise stated: 150% of the ordinary hourly wage rate
- 17.1.3 The Company may in appropriate circumstances reasonably require an Employee to change the time of taking the meal break to ensure continuity of production.
- 17.1.4 An Employee required to work for more than five hours on overtime on a Saturday, Sunday or public holiday shall be entitled to a meal interval of thirty minutes to be paid at ordinary rates of pay.
- 17.1.5 An Employee who is required to work for more than two hours beyond their

normal ceasing time on any day shall be allowed a break of twenty minutes at ordinary rates. After each further four hours worked an Employee shall be entitled to crib time of twenty minutes without deduction of pay, if the Employee continues working after such crib time.

17.1.6 The Employee and Company may agree to any variation of these provisions to suit the circumstances of the work in hand. Provided that the Company shall not be required to make payment in respect of any time allowed in excess of twenty minutes.

17.1.7 The Company may organise meal breaks to be taken at such times that they will not interfere with the continuity of work.

17.2 Rest periods

17.2.1 All Employees shall be entitled to one rest interval of 20 minutes duration to be taken prior to the meal interval where the employee is required to work more than six hours on any day or shift. The rest intervals shall be taken at such times that will not interfere with the continuity of work. Such an interval is to be counted as time worked.

18. Overtime

18.1. Payment for working overtime

18.1.1. For all work done outside of the ordinary starting or ceasing times of work, on any one day or shift Monday to Friday inclusive the rate of time and one half for the first two hours and double time thereafter shall be paid.

18.1.2. The assignment of overtime by the Company to an Employee shall be based on specific work requirements and the practice of one in, all in overtime shall not apply.

18.2. Payment for working overtime on Saturdays

18.2.1. If, on the request of the Company, an Employee reports for overtime work on a Saturday, they shall be paid for a minimum of four hours' work. They shall be paid the rate of time and one half for the first two hours and double time thereafter shall be paid. In the event of an Employee attending for work but not required the Employee shall be paid the minimum of four hours' work at the prescribed rate.

18.3. Payment for working overtime on Sundays

18.3.1. If, on the request of the Company, an Employee reports for overtime work on a Sunday, they shall be paid for a minimum of four hours' work. They shall be paid the rate of double time. In the event of an Employee attending for work but not required, they shall be paid a minimum payment of three hours' work.

18.4. Payment for working on rostered day off

18.4.1. The rostered day prescribed in clause 16.8 of this Agreement may be worked where required by the Company, in which case, in addition to the payment of any accrual which has not previously been paid, the Employee shall be paid at double time.

18.5. Call back

18.5.1. An Employee recalled to work overtime, Monday to Friday inclusive after leaving his / her Company's business premises shall be paid for a minimum of four hours' work for each time so recalled. They shall be paid the rate of time and one half for the first two hours and double time thereafter shall be paid.

18.5.2. An Employee recalled to work overtime, Saturday or Sunday after leaving his / her Company's business premises shall be paid for a minimum of four hours'

work for each time so recalled. They shall be paid the rate of double time.

18.6. Requirement to work reasonable overtime

18.6.1. Subject to clause 18 the Company may require an Employee to work reasonable overtime at overtime rates.

18.6.2. 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 having regard to:

18.6.2.1. any risk to Employee health and safety;

18.6.2.2. the Employee's personal circumstances including any family responsibilities;

18.6.2.3. the needs of the workplace or enterprise;

18.6.2.4. the notice (if any) given by the Company of the overtime and by the Employee of his or her intention to refuse it; and

18.6.2.5. any other relevant matter.

18.6.3. The assignment of overtime by the Company to an Employee shall be based on specific work requirements and the practice of one in, all in overtime shall not apply.

18.7. Rest period after overtime

18.7.1. When overtime work is necessary it shall, wherever reasonably practicable be so arranged that Employees have at least ten consecutive hours off duty between the work of successive days. An Employee (other than a casual Employee) who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day that the Employee has not had at least ten consecutive hours off duty between those times shall, subject to this subclause be released after completion of the overtime until the Employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

18.7.2. If on the instructions of the Company an Employee resumes or continues work without having had the ten consecutive hours off duty the Employee shall be paid at double rates until they are released from duty for such period. The Employee is then entitled to be absent until they have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during the absence.

18.7.2.1. The provisions of this sub clause shall apply in the case of shift workers as if eight hours were substituted for ten hours when overtime is worked:

18.7.2.2. for the purpose of changing shift rosters; or

18.7.2.3. where a shift is worked by arrangement between the Employees themselves.

19. Shift Work

19.1 Definitions

19.1.1 For the purposes of this clause:

19.1.1.1. Afternoon shift means any shift finishing after 6.00 p.m. and at or before midnight.

19.1.1.2. Continuous shift work means work carried on with consecutive

shifts of Employees throughout the 24 hours of each of at least six consecutive days without interruption except during breakdown or meal breaks or due to unavoidable causes beyond the control of the Company.

19.1.1.3. Night shift means any shift finishing subsequent to midnight and at or before 8.00 a.m.

19.1.1.4. Rostered shift means a shift of which the Employee concerned has had at least 48 hours notice.

19.2 Hours - Shift Work

19.2.1 This sub clause shall apply to workers on rostered shifts. Subject to 16.4 of this Agreement, the ordinary hours of work shall be an average of 38 per week to be worked on one of the following basis:

19.2.1.1. 38 hours within a period not exceeding seven consecutive days; or

19.2.1.2. 76 hours within a period not exceeding fourteen consecutive day, or

19.2.1.3. 114 hours within a period not exceeding 21 consecutive days; or

19.2.1.4. 152 hours within a period not exceeding 28 consecutive days.

19.2.1.5. An afternoon or night shift worker shall be allowed twenty minutes crib time in each shift which shall be counted as time worked and paid for as such.

19.2.1.6. Rostered shifts shall be for a period of no more than 5 consecutive days, commencing Monday and finishing on Saturday

19.2.2 The ordinary hours shall be worked continuously except for meal breaks at the discretion of the Company. An Employee shall not be required to work for more than six hours without a break for a meal. Except at the regular change-over of shifts an Employee shall not be required to work more than one shift in each 24 hours. Provided that:

19.2.2.1. the ordinary hours of work prescribed hereof shall not exceed ten hours on any day;

19.2.2.2. in any arrangement of ordinary working hours where the ordinary working hours are to exceed eight on any shift, the arrangement of hours shall be subject to Agreement between the Company and the majority of Employees in the work location or department or team concerned; and

19.2.2.3. by Agreement between a Company, and the majority of Employees in the work location or department or team concerned, ordinary hours not exceeding twelve on any day may be worked subject to:

19.2.2.3.1. proper health monitoring procedures being introduced

19.2.2.3.2. suitable roster arrangements being made

19.2.2.3.3. proper supervision being provided

19.2.2.3.4. adequate breaks being provided

19.3 Rosters

19.3.1 Shift rosters shall specify the commencing and finishing times of ordinary working hours of the respective shifts.

19.4 Variation by Agreement

19.4.1 Shifts may in any case be varied by Agreement between the Company and the majority of Employees concerned.

19.4.2 The time of commencing and finishing shifts once having been determined may be varied by Agreement between the Company and the majority of Employees concerned to suit the circumstances of the establishment or in

the absence of Agreement by seven days notice of alteration given by the Company to the Employees.

19.4.3 Where legislation is introduced or comes into effect that dictates certain current shift hours become subject to penalty rate payments in excess of ordinary shift allowances the Company retains the right to alter the start and finish times of the shifts to ensure all regular work hours are completed prior to entering the penalty rate period. This could be facilitated by utilising one of the arrangements of hours as per clause 16 of this Agreement. Seven (7) days notice will be required before any change is made to shifts or the method of arranging the hours of work. This clause does not preclude the use of overtime or in any way affect the rates for overtime for various days noted in this Agreement.

19.5 Afternoon or night shift allowances

19.5.1 A shift worker whilst on afternoon shifts shall be paid 15% more than their ordinary rate.

19.5.2 A shift worker whilst on night shifts shall be paid 20% more than their ordinary rate.

19.5.3 A shift worker who works on an afternoon or night shift which does not continue:

19.5.3.1 for at least five successive afternoons or nights in a five day workshop or successive afternoons or nights in a six day workshop; or

19.5.3.2 for at least the number of ordinary hours prescribed by one of the alternative arrangements in clause 19.2 or 19.4 hereof, shall be paid for each such shift 50% for the first two hours thereof and 100% for the remaining hours thereof in addition to his / her ordinary rate.

19.5.4 An Employee who:

19.5.4.1 during a period of engagement on shift, works night shift only; or

19.5.4.2 remains on night shift for a longer period than four consecutive weeks; or

19.5.4.3 works on a night shift which does not rotate or alternate with another shift or with day work so as to give the Employee at least 1/3rd of their working time off night shift in each shift cycle; shall during such engagement period or cycle be paid 25% more than his ordinary rate for all time worked during ordinary working hours on such night shift.

19.6 Overtime

19.6.1 Shift workers for all time worked in excess of or outside the ordinary working hours prescribed by this Agreement or on a shift other than a rostered shift shall:

19.6.1.1 if employed on continuous work be paid at the rate of double time; or

19.6.1.2 if employed on other shift work at the rate of time and a half for the first two hours and double time thereafter.

19.6.2 Provided that when not less than 7 hours 36 minutes notice has been given to the Company by a relief worker that they will be absent from work and the Employee who should be relieved is not relieved and is required to continue to work on the rostered day off, the unrelieved Employee shall be paid double time.

19.7 Sundays and holidays

- 19.7.1 Shift workers who work on a non-rostered shift the major portion of which is performed on a Sunday or holiday shall be paid as follows:
 - 19.7.1.1 Sundays - at the rate of double time
 - 19.7.1.2 Holidays as prescribed by clause 24 - Public holidays of this Agreement, at the rate of double time and a half
- 19.7.2 Shift workers who work on a Sunday or holiday shall be paid at the rates prescribed by clause 13 - classification structure and wage rates, of this Agreement. Where shifts commence between 9.00 p.m. and midnight on a Sunday or a holiday, the time worked before midnight shall not entitle the Employee to the Sunday or holiday rate; provided that the time worked by an Employee on a shift commencing before midnight on the day preceding a Sunday or holiday and extending into a Sunday or holiday shall be regarded as time worked on such Sunday or holiday.
- 19.7.3 Where shifts fall partly on a holiday, that shift the major portion of which falls on a holiday, shall be regarded as the holiday shift.
- 19.8 Shift penalties and extra rates - Extra rates for Saturdays, Sundays, public holidays and periods of overtime shall be in substitution for and not in addition to the shift premiums prescribed in clause 19.5 hereof.

20. Daylight Saving

- 20.1. Regardless of anything contained elsewhere in this Agreement, in any area where by reason of the legislation of a state summer time is prescribed as being in advance of the standard time of that State the length of any shift:
 - 20.1.1. Commencing before the time prescribed by the relevant legislation for the commencement of a summer time period; and
 - 20.1.2. Commencing on or before the time prescribed by such legislation for the termination of a summer period; shall be deemed to be the number of hours represented by the difference between the time recorded by the clock at the beginning of the shift and the time so recorded at the end of the shift, the time of the clock in each case to be set to the time fixed pursuant to the relevant State legislation.
 - 20.1.3. In this subclause the expression standard time shall bear the same meaning as is prescribed by the relevant State legislation.

21. Annual Leave

- 21.1. Period of leave
 - 21.1.1. Employees are entitled to four weeks' paid annual leave to be paid in accordance with the NES unless those Employees are defined as shift workers as per the NES, in clause 21.1.2 of this Agreement.
 - 21.1.2. Employees who are employed as continuous shift workers being seven day shift workers who are regularly rostered to work on Sundays and public holidays shall be entitled to a fifth week of annual leave in accordance with the NES.
- 21.2. Pay rates for annual leave
 - 21.2.1. In respect of a period of annual leave an Employee (other than a casual) shall be paid whichever is the greater of:
 - 21.2.1.1. the amount of wages the Employee would have received in respect of the ordinary time the Employee worked had the Employee not been on leave

during the relevant period. For the purpose of this paragraph, amount of wages shall include wages prescribed by clause 13 - Classification structure and wage rates, of this Agreement; shift work premiums according to roster or projected roster including Saturday, Sunday or public holiday shifts; leading hand allowances; first aid allowances; service grants; incentive bonus scheme payments on the basis of average weekly earnings during ordinary hours over the preceding thirteen weeks, but shall not include overtime; travelling allowance; disability rates; car allowances; meal allowance; or

21.2.1.2. the wage prescribed by clause 13 - Classifications structure and wage rates of this Agreement plus leading hand, industry and first aid allowances where appropriate, plus a loading of 17.5% calculated on the sum of the above wage, leading hand industry and first aid allowances, where appropriate.

21.3. Broken leave

21.3.1. Annual leave, by Agreement between the Company and the Employee concerned may be given and taken in more than one period.

21.4. Annual Leave paid out on termination

21.4.1. When the employment of an Employee ends, and the Employee has a period of untaken paid annual leave, the Company must pay the Employee the amount that would have been payable to the Employee had the Employee taken that period of leave. This is to include leave loading.

21.4. How to calculate service for leave entitlement

21.4.1. In calculating service under this clause, and for the purpose of clauses 11 – Redundancy and 12 – Notice of termination, all periods of leave without pay or absence on account of sickness or injury and for which an Employee does not qualify for payment under this Agreement, shall not count. Provided however this exclusion shall not apply to an injury for which compensation is payable under an Act of Parliament relating to workers' compensation in respect of a period of less than twelve months.

21.5. Flexibility of taking annual leave

21.5.1. Provided that this clause does not operate contrary to the NES, annual leave provided for by this clause shall be allowed when the right to annual leave has accrued. Annual leave may be taken in a variety of ways provided a maximum of only 5 single days (not consecutive) are taken in any one year period after which leave may be taken in minimum blocks of one week or more and after not less than four weeks' notice to the Company to enable restructuring of duties. Leave proposed for periods of less than one week on single days will require a minimum of one week's notice.

21.5.2. The Company shall endeavour to ensure no worker accrues more than 6 weeks of annual leave and shall bring it to the Employees notice when annual leave accrual does reach this level.

21.5.3. Notwithstanding this clause, the Company will not unreasonably refuse an Employee's request to take annual leave.

21.6. Payment for leave

21.6.1. Each Employee will have the choice as to whether their leave is paid either in their normal pay cycle or paid in advance.

21.6.2. Each Employee will have the choice as to whether their leave is paid either in their normal pay cycle or paid in advance.

21.6.3. Each Employee will have the choice as to whether their leave is paid either in their normal pay cycle or paid in advance.

21.6.4. For annual leave taken during a shutdown period, a decision will be made via consultation as to whether the Employees will be paid in advance, or paid in their standard pay cycle.

21.7. Annual close down

21.7.1. Where the Company intends temporarily to close (or reduce to nucleus) the establishment or department or team thereof for the purposes (inter alia) of allowing annual leave to the Employees concerned or a majority of them, the Company may give in writing to such Employees one month's notice (or, in the case of any Employees engaged after giving of such notice, notice on the date of the Employee's engagement) that the Company elects to apply the provisions of this subclause, and

21.7.2. Any such Employee who at the date of closing is entitled to their annual leave shall be given their annual leave commencing on and from the date of closing with pay as prescribed by this clause;

21.7.3. Any such Employee who at the date of closing is not entitled to their annual leave shall be given leave without pay on and from the date of closing; and

21.7.4. The next twelve-monthly qualifying period of employment for every such Employee shall commence on and from the date of closing.

21.7.5. In this sub clause date of closing in relation to each Employee means the first day of the Employee's annual leave or leave pursuant to this subclause

21.7.6. The Company may choose to close down the plant for one or two separate periods for the purpose of granting annual leave in accordance with this subclause. If the Company closes down the plant in two separate periods one of those periods shall be for a period of at least 21 consecutive days. Provided that where the majority of the Employees in the work location or department or team concerned agree the Company may close down the plant in accordance with this subclause in two separate periods neither of which is of at least 21 consecutive days, or in three separate periods. In such cases the Company shall advise the Employees concerned of the proposed dates of each close-down before asking them for their Agreement.

21.7.7. the Company may close down the worksite, or a department or departments. For a period of at least 21 consecutive days and grant the balance of the annual leave due to an Employee in one continuous period in accordance with a roster.

21.7.8. the Company may close down the worksite, or a department or departments thereof for a period of less than 21 consecutive days and allow the balance of the annual leave due to an Employee in one or two continuous periods either of which may be in accordance with a roster. In such a case the granting and taking of annual leave shall be subject to the Agreement of the Company and the majority of Employees in the work location or department or team and before asking the Employees concerned for their Agreement the Company shall advise them of the proposed date of the close down or close downs and the details of the annual leave roster.

22. Personal and Carer's Leave

The provisions of this clause apply to full-time and regular part-time and fixed term Employees, but do not apply to casual Employees.

22.1 An Employee may take paid personal and carer's leave if the leave is taken:

22.1.1 because the Employee is not fit for work because of a personal illness, or

- personal injury, affecting the employee; or
- 22.1.2 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:
 - 22.1.2.1 a personal illness, or personal injury, affecting the member; or
 - 22.1.2.2 an unexpected emergency affecting the member.
- 22.2 Amount of leave
 - 22.2.1 For each year of service with the Company (other than periods of employment as a casual Employee of the Company), an Employee is entitled to 10 days of paid personal/carer's leave.
- 22.3 Accrual of leave
 - 22.3.1 An Employee's entitlement to paid personal/carer's leave accrues progressively during a year of service (other than periods of employment as a casual Employee of the Company) according to the Employee's ordinary hours of work, and accumulates from year to year.
 - 22.3.2 If an Employee takes a period of paid personal/carer's leave, the Company must pay the Employee at the Employee's base rate of pay for the Employee's ordinary hours of work in the period
- 22.4 Immediate family or household
 - 22.4.1 The entitlement to use personal leave for the purposes of carer's or bereavement leave is subject to the person being either:
 - 22.4.1.1 a member of the Employee's immediate family; or
 - 22.4.1.2 a member of the Employee's household.
 - 22.4.2 The term immediate family has the meaning ascribed in the NES.
- 22.5 Personal and Carer's Leave Entitlement
 - 22.5.1 Entitlement to personal/carer's leave shall be subject to the following:
 - 22.5.1.1 the Employee shall not be entitled to paid leave of absence for any period in respect of which he is entitled to worker's compensation, unless the taking or accruing of the leave is permitted by a compensation law.
 - 22.5.1.2 the Employee prior to normal starting time shall notify the Company of such absence and as far as practicable, state the nature of the injury or illness and the estimated duration of such absence
 - 22.5.1.3 the Employee shall prove to the satisfaction of the Company that they were unable due to illness or injury to attend for duty on the day or days for which sick leave is claimed
 - 22.5.1.4 the requirement to notify the Company of an absence from work is a minimum standard requirement of employment and a failure to provide notice of absence from work may result in the absence period being unpaid as well as disciplinary action being commenced
 - 22.5.1.5 an Employee who is absent on the ordinary working day preceding and/or the ordinary working day following a rostered day off, public holiday, or public holiday long weekend, shall not be entitled to payment of sick pay for the day unless the Employee produces to the Company a certificate from a duly qualified medical practitioner. Provided that if satisfactory evidence of sickness or injury acceptable to the Company is produced then the necessity of a medical certificate may be waived

22.5.1.6 Employees will be entitled to have three single day absences due to illness in any twelve month period without evidence of a medical certificate. A medical certificate will be required for any additional single day absences as well as for all absence periods longer than 1 day's duration. Where an Employee has a good attendance record the three day cap on sick leave absences without medical certificate may be waived

22.5.1.7 depending on the nature of any injury or illness that prevents a worker from attending the workplace, a full medical clearance may be required prior to the Employee returning to work. The Employees Manager will refer the Employee to the return to work coordinator if this is required

22.6 The Company and Employees acknowledge that time at work can be maximised and that a strategy needs to be developed to provide for attendance enhancement. Accordingly a jointly agreed process will be developed and implemented during the period of this Agreement. Such process will include:

22.6.1 development of recruitment and selection policies

22.6.2 induction program

22.6.3 counselling training

22.6.4 counselling of relevant Employees

22.6.5 the establishment of benchmarks to monitor gains achieved

22.7 The Company will pay a bonus to long serving Employees in recognition of their service and commitment. The bonus will be calculated using a sliding scale, capped at a maximum of \$5,000 based on the accrued outstanding Sick Leave.

22.7.1 The bonus will be calculated at the rate of 5% for every completed year of service in excess of 5 years. Refer to the table below.

Service (Years)	Sick Leave Payout (% of accrued)
6	5
7	10
8	15
9	20
10	25
15	50
20	75
25	100

22.7.2 It should be noted that the bonus is a gift in recognition of an Employee's contribution to their service obligations to the Company and is not a "right" or an entitlement. It will only be paid to Employees who leave the Company upon normal termination or retirement. It will not be paid to Employees who leave the Company as a result of a disciplinary process.

22.8 Compassionate leave

22.8.1 Entitlement is as per the National Employment Standards (NES).

22.8.2 Additional provisions – If the death of a relative occurs outside of the state the staff member is employed, there will be an entitlement of an additional eight (8) hours leave provided. Reasonable evidence to be provided if and when requested.

22.9 Family and domestic violence leave

- 22.9.1 The entitlement to paid family and domestic violence leave comes from the NES.
- 22.9.2 All Employees can access 10 days of paid family and domestic violence leave each year. This includes full-time, part-time and casual Employees.
- 22.9.3 Employees must be experiencing family and domestic violence to be eligible to take paid family and domestic violence leave.

23. Parental Leave

- 23.1. Parental Leave Entitlements are as per the NES.

24. Public Holidays

- 24.1. All Employees (other than casuals) shall be entitled without deduction of pay to be absent from work on the public holidays mentioned or the day or days substituted in a locality by Act of Parliament or Proclamation in lieu of such public holidays.
- 24.2. By Agreement between the Company and an Employee other days may be substituted for such days.
- 24.3. Where a Public Holiday falls on a Friday, if a full time Employee is Scheduled to work only a six (6) hour day on the Friday, this day will be observed on the preceding day and the Public Holiday will be paid for a full day.
- 24.4. The following are public holidays:
 - 24.4.1. In Queensland - New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, King's Birthday, Labour Day, Christmas Day, Boxing Day, and the day gazetted for the local show for the appropriate area. Christmas Eve as Gazetted by the State Government.
 - 24.4.2. In New South Wales - New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, King's Birthday, Labour Day, Christmas Day, Boxing Day.
 - 24.4.3. In Victoria - New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Melbourne Cup Day, Anzac Day, King's Birthday, Labour Day, Christmas Day, Boxing Day.
 - 24.4.4. In Western Australia - New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, Labour Day, Foundation Day, King's Birthday, Christmas Day, Boxing Day.
 - 24.4.5. Where an additional public holiday is proclaimed or gazetted by the authority of the Commonwealth Government or of a State or Territory Government and such proclaimed or gazetted public holiday is observed generally by persons throughout that State, Territory or locality, such a day shall be deemed to be a public holiday for those who are employed in the appropriate State, Territory or locality.
- 24.5. Substitution of certain public holidays
 - 24.5.1. When Christmas Day is a Saturday or Sunday, a public holiday in lieu shall be observed on 27 December.
 - 24.5.2. When Boxing Day is a Saturday or Sunday, a public holiday in lieu shall be observed on 28 December.
 - 24.5.3. When New Year's Day or Australia Day is a Saturday or Sunday, a public holiday in lieu shall be observed on the next Monday.
 - 24.5.4. The above mentioned 'gazetted local show day' public holiday (clause 24.4.1 in Queensland) may be observed on another working day by Agreement between the Company and Employee, as per operational requirements.

- 24.6. Payment for time worked on public holidays
 - 24.6.1. Double time and one half shall be the rate payable for all work done on public holidays, with a minimum payment as for four hours' work. In the event of an Employee attending for work but not being required, they shall be paid a minimum payment as for three hours' work.

25. Long Service Leave

- 25.1 Long service leave accrues in accordance with legislation under the relevant authorities long service leave Act.
- 25.2 Long service leave entitlements are to be taken in line with current legislative requirements and by mutual Agreement with the Company.

26. Supported Wage System

- 26.1 This clause defines the conditions which will apply to Employees who because of the effects of a disability are eligible for a supported wage under the terms of this Agreement. In the context of this clause, the following will apply:
 - 22.9.4 Supported Wage System means the Commonwealth Government system to promote employment for people who cannot work a full schedule wages because of a disability, as documented in Supported Wage System: Guidelines and Assessment Process.
 - 22.9.5 Accredited assessor means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual's productive capacity within the Supported Wage System.
 - 22.9.6 Disability Support Pension means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the Social Security Act 1991, as amended from time to time, or any successor to that scheme.
 - 22.9.7 Assessment instrument means the form provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the supported wage system.
- 26.2 Eligibility Criteria
 - 26.2.1 Employees covered by this clause will be those who are unable to perform the range of duties to the competence level required within the class of work for which the Employee is engaged under this clause, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a Disability Support Pension.
 - 26.2.2 The clause does not apply to any existing Employee who has a claim against the Company which is subject to the provisions of workers' compensation legislations or any provision of this clause relating to the rehabilitation of Employees who are injured in the course of their employment.
 - 26.2.3 This clause does not apply to the Company in respect of its facility, program, undertaking service or the like which receives funding under the Disability Services Act 1986 and fulfils the dual role of service provider and sheltered Company to people with disabilities who are in receipt of or are eligible for a Disability Support Pension, except with respect to an organisation which has received recognition under s.10 or under s.12 of the Disability Services Act, or if a part only has received recognition, that part.
- 26.3 Supported wage rates

26.3.1 Please refer to the table below for more information about the capacity and rate levels. Employees to whom this clause applies shall be paid the applicable percentage of the minimum rate of pay prescribed by this clause for the class of work which the person is performing according to the following:

Assessed capacity	Prescribed rate
10%*	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

26.3.2. Provided that the minimum amount payable shall be not less than \$106 per week. This amount may be increased through the life of the Agreement due to the National Wage Case.

26.3.3. Where a person's assessed capacity is 10%, they must receive a high degree of assistance and support.

26.4. Assessment of capacity

26.4.2. For the purpose of establishing the percentage of the rate to be paid to an Employee under this Agreement, the productive capacity of the Employee will be assessed in accordance with the Supported Wage System and documented in an assessment instrument by either the Company and an accredited assessor from a panel agreed by the Parties to the Agreement and the Employee.

26.5. Lodgement of assessment instrument

26.5.2. All assessment instruments under the conditions of this clause, including the appropriate percentage of the wage to be paid to the Employee, shall be lodged by the Company with the Registrar of FWC.

26.6. Review of assessment

26.6.1. The assessment of the applicable percentage should be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review shall be in accordance with the procedures for assessing capacity under the Supported Wage System.

26.7. Other terms and conditions of employment

26.7.1. Where an assessment has been made, the applicable percentage shall apply to the wage rate only. Employees covered by the provisions of the clause will be entitled to the same terms and conditions of employment as all other workers covered by this Agreement paid on a pro rata basis.

26.8. Workplace adjustment

26.8.1. A Company wishing to employ a person under the provisions of this clause shall take reasonable steps to make changes in the workplace to enhance the Employee's capacity to do the job. Changes may involve redesign of job duties, working time arrangements and work organisation in consultation with other workers in the area.

26.9. Trial period

- 26.9.1. In order for an adequate assessment of the Employee's capacity to be made, the Company may employ a person under the provisions of this clause for a trial period not exceeding twelve weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- 26.9.2. During that trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.
- 26.9.3. The minimum amount payable to the Employee during the trial period shall be no less than \$102 per week. This amount may be increased through the life of the Agreement due to the National Wage Case.

27. Workplace Health and Safety

- 27.1 It is recognised that Occupational Health and Safety is of prime importance to the Parties to this Agreement.
- 27.2 The Parties agree to work together to provide a safe and healthy workplace. During the period of this Agreement, the Parties agree to develop, implement, support, and participate in:
 - 27.2.1 Development of an improved Occupational Health and Safety Program
 - 27.2.2 Ongoing safety audits
 - 27.2.3 Accident/incident investigations aimed at eliminating future recurrence
 - 27.2.4 Hazard reporting
 - 27.2.5 Wearing of appropriate personal protective equipment (PPE)
 - 27.2.6 Rehabilitation and Workers Compensation claims reduction
- 27.3 Occupational Health and Safety Representatives from the various production areas will be elected in accordance with the various legislations in place at the time and the number of representatives will be determined in consultation with the Company.
- 27.4 Employees will be expected to undertake all safety training offered by the Company and where possible consultation with the Employees will be undertaken to utilise the most suitable training providers for each area of training being undertaken.

28. Community Service

- 28.1 Jury Service
 - 28.1.1 An Employee required to attend for jury service during their ordinary working hours shall be reimbursed by the Company. This shall be facilitated by the Company paying the Employee their normal wage for the days attending jury service and the Employee then passing over any payment received from the Courts for that period.
 - 28.1.2 An Employee shall notify the Company as soon as possible of the date upon which they are required to attend for jury service. Further the Employee shall give the Company proof of attendance, the duration of such attendance and the amount received in respect of such jury service.
- 28.2 Emergency Service
 - 28.2.1 An Employee who engages in an eligible emergency community service activity is entitled to be absent from his or her employment for a period if:
 - 28.2.2 the period consists of one or more of the following:
 - 28.2.2.1 time when the Employee engages in the activity
 - 28.2.2.2 reasonable travelling time associated with the activity
 - 28.2.2.3 reasonable rest time immediately following the activity; and

- 28.2.2.4 the Employee's absence is reasonable in all the circumstances
- 28.2.3 an Employee engages in a voluntary emergency management activity if, when:
 - 28.2.3.1 the Employee engages in an activity that involves dealing with an emergency or natural disaster; and
 - 28.2.3.2 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 wholly or partly for engaging in the activity); and
 - 28.2.3.3 the Employee is a member of, or has a member like association with, a recognised emergency management body; and
 - 28.2.3.4 Either:
 - I. the Employee was requested by or on behalf of the body to engage in the activity; or
 - II. 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.
- 28.2.4 a recognised emergency management body is:
 - 28.2.4.1 a body, or part of a body, that has a role or function under a plan that:
 - I. is for coping with emergencies and/or disasters; and
 - II. is prepared by the Commonwealth, a State or a Territory; or
 - 28.2.5 a fire fighting, civil defence or rescue body, or part of such a body; or
 - 28.2.6 any other body, or part of a body, a substantial purpose of which involves:
 - 28.2.6.1 securing the safety of persons or animals in an emergency or natural disaster; or
 - 28.2.6.2 protecting property in an emergency or natural disaster; or
 - 28.2.6.3 otherwise responding to an emergency or natural disaster; or
 - 28.2.7 a body, or part of a body, prescribed by the regulations; but does not include a body that was established, or is continued in existence, for the purpose, or for purposes that include the purpose, of entitling one or more Employees to be absent from their employment under these requirements.
- 28.3 An Employee who wants an absence from his or her employment must give his or her Company notice of the absence.
 - 28.3.1 The notice:
 - 28.3.1.1 must be given to the Company as soon as practicable (which may be a time after the absence has started); and
 - 28.3.1.2 must advise the Company of the period, or expected period, of the absence.
 - 28.3.1.3 An Employee who has given his or her Company notice of an absence for these purposes 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 emergency community service activity.
 - 28.3.2 Payment to Employees (other than casuals) on eligible emergency community service shall be at base rate of pay for the Employee's ordinary hours of work in the period.

28.3.3 The Employee is not entitled to payment unless the Employee provides the evidence when it has been requested by the Company.

28.3.4 Payment shall only be for 10 days of absence in any calendar year. Any additional periods of absence with this period may be taken from personal leave entitlements if agreed to by the Company with regards evidence and notice period requirements. The number of days in any one year period may also be increased at the Company's discretion.

29. First Level Maintenance

29.1 In keeping with the needs of the enterprise when requested, Employees agree to conduct first level maintenance on plant and equipment. Provided however, that the appropriate skills are possessed, and where training and/or instruction has been given.

30. Resolution of Disputes

30.1 The Parties to this Agreement agree that it is in the interest of all concerned to resolve issues on disputes amicably and quickly. Disputes may relate to this Agreement or matters pertaining to the N. To facilitate this, the following dispute resolution process (DRP) will occur:

30.2 An Employee or Employees with an enquiry or grievance regarding any aspect of the Agreement or the National Employment Standard may initiate a dispute at any time. They shall raise the matter or matters with the immediate work supervisor.

30.3 The Employee's supervisor shall take all necessary steps to resolve such enquiry, or grievance within twenty-four hours. If the Employee feels it necessary they can involve their workplace or Union representative at any time.

30.4 If the matter cannot be resolved at this level, then the matter or matters will be raised with the appropriate supervisor and departmental manager and a selected witness if so requested by the Employee. This witness may be a co-worker or if so desired a Union representative or member of the Company.

30.5 If the matter is still not resolved, then the matter or matters will be raised with the HR Manager and a selected witness if so requested by the Employee. The HR Manager will carry out an investigation and report to the relevant Leadership Team Member and attempt to determine a resolution to the matter or matters.

30.6 If the dispute remains unsettled, the matter is recorded in writing in detail, and the Chief Executive Officer shall be notified as to the nature and details of the matter in dispute.

30.7 If an Agreement has not been reached within two days (or mutually agreed longer period) after the matter has been considered, then the Employee shall have the right to involve a representative of the Employee's choice should it be considered necessary. Discussions over the matter in dispute shall then be carried out between the representative/s of the Company and the representative of the Employee, both of whom shall take all reasonable steps to settle the dispute within a reasonable and mutually agreed period of time. This period of time should not be in excess of 14 days from the date of the initiating of the dispute.

30.8 Should negotiations under the above listed paragraphs fail, as a last resort to resolve the dispute, the dispute shall be referred to the FWC for conciliation, mediation and arbitration.

30.9 While a dispute is being resolved, all Parties will respect the status quo of the Parties to the dispute. However, the Company may direct an Employee to perform different

work or work at a different location, on full pay, if it is reasonable to do so to protect the safety, health or welfare of Employees. This clause will not apply if the Employee has had their employment terminated.

- 30.10 Notwithstanding any of the details listed above, an Employee may appoint a representative for all steps of the resolution process.

31. Workplace Communication Structure

- 31.1. The Company and/or Employees shall establish a series of toolbox meetings on a regular basis to discuss the following:
- 31.1.1. general information regarding the Company's performance
 - 31.1.2. measure to reduce maintenance costs
 - 31.1.3. measures to reduce waste
 - 31.1.4. changes to company policy
 - 31.1.5. changes to Workplace Health and Safety policy
- 31.2. Notice boards are also provided around the workplaces but the Company requests the right to view materials before they are posted in order to assure only suitable subject matter is placed on the boards.

32. Superannuation

- 32.1 An Employee may choose any 'eligible choice fund' (as defined in the Superannuation Guarantee (Administration) Act 1992, as the fund to which it wants the Company to make superannuation contributions required by this clause on its behalf. If an Employee does not choose a fund in accordance with clause 32.1, the Company will make superannuation contributions required by this clause to a fund offering a MySuper product after the Company having complied with its obligations in relation to stapled super.
- 32.2 The Company must make superannuation contributions in accordance with the superannuation legislation. Such amounts shall be paid to the fund within 28 days of the end of the quarter in which the work is performed to which the contribution relates.
- 32.3 Contributions shall continue to be paid in accordance with this clause during any period in respect of which an Employee is in receipt of workers compensation payments to a maximum of 52 weeks for each specific compensable injury, or the amount of weeks of accident make-up pay that is provided for.
- 32.4 Where an Employee wishes to make voluntary contributions to the fund, the Employee may authorise the Company to deduct from the Employee's salary an amount specified by the Employee. Contributions deducted under this provision shall be forwarded to the fund by the Company at the same time as the Company's contributions made under the clauses above.
- 32.5 An Employee may make a written Agreement with the Company to sacrifice a portion of their pre-tax ordinary pay to make additional superannuation contributions.
- 32.6 Where clause 32.6 applies:
- 32.6.1 The salary sacrifice contribution shall be paid by the Company to the fund at the same time as the companies contributions are paid to the fund and shall be within 28 days of the end of the period in which the work is performed to which the contribution relates

- 32.6.2 The Company shall continue to calculate the contributions required by clause 32.3 before the salary sacrifice contribution is deducted
- 32.6.3 The salary sacrifice contribution shall not reduce the Employees pay for the purposes of calculating any leave payment, payment in lieu of payment or payment on termination
- 32.6.4 Except as otherwise agreed, the Employee may request in writing to change the salary sacrifice amount once per year and the Company shall not reasonably refuse the request
- 32.6.5 The Company or Employee has the right to vary and/or terminate the salary sacrifice Agreement with appropriate notice if there is any alteration to relevant legislation that is detrimental to salary sacrifice arrangements.

33. Consultation

- 33.1. Consultation regarding major workplace change.
 - 33.1.1. Company to notify:
 - 33.1.1.1. where the Company has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on Employees, the Company must notify the Employees who may be affected by the proposed changes and their representatives, if any.
 - 33.1.1.2. 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. Provided that where this Award makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.
- 33.2. Company to discuss change:
 - 33.2.1. with the Employees affected and their representatives, if any, the introduction of the changes referred to in clause 33.1, the effects the changes are likely to have on Employees and measures to avert or mitigate the adverse effects of such changes on Employees and must give prompt consideration to matters raised by the Employees and/or their representatives in relation to the changes.
 - 33.2.2. as early as practicable after a definite decision has been made by the Company to make the changes referred to in clause 33.1.
 - 33.2.3. in writing to the Employees concerned and their representatives, if any, 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 no Company is required to disclose confidential information the disclosure of which would be contrary to the Company's interests.
- 33.3. Consultation about changes to rosters or hours of work
 - 33.3.1. Where the Company proposes to change an Employee's regular roster or ordinary hours of work, the Company must consult with the Employee or Employees affected and their representatives, if any, about the proposed change.

- 33.3.2. The Company must:
 - 33.3.2.1. provide to the Employee or Employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the Employee's regular roster or ordinary hours of work and when that change is proposed to commence)
 - 33.3.2.2. invite the employee or Employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
 - 33.3.2.3. give consideration to any views about the impact of the proposed change that are given by the Employee or Employees concerned and/or their representatives.
- 33.3.3. The requirement to consult under this clause does not apply where an Employee has irregular, sporadic or unpredictable working hours.

34. Flexibility Clause

- 34.1. The Company and Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
 - 34.1.1. the Agreement deals with 1 or more of the following matters:
 - 34.1.1.1. arrangements about when work is performed
 - 34.1.1.2. annual leave - refer clause 21
 - 34.1.1.3. scheduling of work breaks and
 - 34.1.2. the arrangement meets the genuine needs of the Company and Employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - 34.1.3. the arrangement is genuinely agreed to by the Company and the Employee.
- 34.2. The Company must ensure that the terms of the individual flexibility arrangement:
 - 34.2.1. are about permitted matters under section 172 of the Act; and
 - 34.2.2. are not unlawful terms under section 194 of the Act; and
 - 34.2.3. result in the Employee being better off overall than the Employee would be if no arrangement was made.
- 34.3. The Company must ensure that the individual flexibility arrangement:
 - 34.3.1. is in writing; and
 - 34.3.2. includes the Company and the name of the Employee; and
 - 34.3.3. is signed by the Company and the Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
 - 34.3.4. includes details of:
 - 34.3.4.1. the terms of the Agreement that will be varied by the arrangement; and
 - 34.3.4.2. how the arrangement will vary the effect of the terms; and
 - 34.3.4.3. 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
 - 34.3.4.4. states the day on which the arrangement commences.
- 34.4. The Company must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

- 34.5. The Company or the Employee may terminate the individual flexibility arrangement:
 - 34.5.1. by giving no more than 28 days written notice to the other party to the arrangement; or
 - 34.5.2. if the Company and the Employee agree in writing — at any time.

35. Delegates Rights

- 35.1. The Company recognises and respects the rights of workplace delegates set out in s. 350C of the Act.
- 35.2. Meaning of workplace delegate:
 - 35.2.1. A workplace delegate is a person appointed or elected, in accordance with the rules of an Employee organisation, to be a delegate or representative (however described) for members of the organisation who work in a particular enterprise.
- 35.3. Rights of workplace delegates:
 - 35.3.1. The workplace delegate is entitled to represent the industrial interests of those members, and any other persons eligible to be such members, including in disputes with their employer.
 - 35.3.2. The workplace delegate is entitled to:
 - 35.3.2.1. reasonable communication with those members, and any other persons eligible to be such members, in relation to their industrial interests.
 - 35.3.3. The Company must provide a workplace delegate with access to up to 5 days of paid time during normal working hours for initial training and at least one day each subsequent year, to attend training related to representation of the industrial interests of eligible employees, subject to the following conditions:
 - 35.3.3.1. In each year commencing 1 July, the Company is not required to provide access to paid time for training to more than one workplace delegate per 50 eligible employees.
 - 35.3.3.2. The number of eligible employees will be determined on the day a delegate requests paid time to attend training, as the number of eligible employees who are:
 - 35.3.3.3. full-time or part-time employees; or
 - 35.3.3.4. regular casual employees.
 - 35.3.3.5. 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 on that day if the delegate had not been absent from work to attend the training.
 - 35.3.3.6. The workplace delegate must give the Company not less than 5 weeks' notice (unless the Company and delegate agree to a shorter period of notice) of the dates, subject matter, the daily start and finish times of the training, and the name of the training provider.
 - 35.3.3.7. If requested by the Company, the workplace delegate must provide the Company with an outline of the training content.
 - 35.3.3.8. The Company 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.

- 35.3.4. The workplace delegate must, within 7 days after the day on which the training ends, provide the Company with evidence that would satisfy a reasonable person of their attendance at the training.
- 35.3.5. The employer of the workplace delegate is taken to have afforded the workplace delegate the rights mentioned in subsection (3) if the employer has complied with the delegates' rights term in the fair work instrument that applies to the workplace delegate.
- 35.3.6. Otherwise, in determining what is reasonable for the purposes of subsection (3), regard must be had to the following:
 - 35.3.6.1. the size and nature of the enterprise;
 - 35.3.6.2. the resources of the employer of the workplace delegate;
 - 35.3.6.3. the facilities available at the enterprise.

36. Union Access Clause

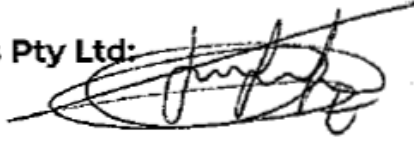
- 36.1. An official of any of the Union's party to this Agreement may enter the Company's premises, after consultation with the management of the Company, for any purpose connected to this Agreement, including:
 - 36.1.1. consultation with persons covered by the Agreement about their rights and obligations under the Agreement
 - 36.1.2. consultation with persons covered by the Agreement about the operation of the Agreement
 - 36.1.3. to deal with disputes arising under the Agreement
 - 36.1.4. to consult with Employees about the negotiation of a replacement Agreement
- 36.2. Nothing in this clause provides any Union with a right to enter premises contrary to the Act or the relevant Work Health and Safety legislation.

37. Joint Consultative Committee

- 37.1. A Joint Consultative Committee (JCC) is to be established within 6 months of the Agreement being signed and operated throughout the period of this EBA. The JCC is a forum for manufacturing, production and warehouse Employees to meet with management to identify, plan and communicate site related issues relating to, but not limited to, such things as training needs to maintain skill levels in all production areas, creation of tool lists, public holiday production Schedules, key performance indicator targets and other matters relevant to the EBA and manufacturing and production divisions.
- 37.2. The JCC will consist of representatives from the production and warehouse divisions elected by their peers (maximum of 4) and representatives from the management team (maximum of 4). The JCC will meet quarterly or as the need arises. The JCC meeting agenda will be tailored to suit specific needs. The terms of reference of the JCC will initially be developed at the inaugural meeting but can be altered by the Agreement of the committee.

38. Signatories to Agreement

Signed for Everhard Industries Pty Ltd:



Name: Jakeline Santos Wilson

Address: 454 Neman Road, Geebung, Brisbane, Queensland 4034

Authority to sign: Head of People, Culture and Safety at Everhard Industries Pty Ltd

In presence of:



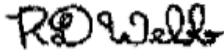
Name: Dale Philip Bryer

Chief Financial Officer at Everhard Industries Pty Ltd
454 Newman Road, Geebung, Brisbane, Queensland 4034

The signator has authorisation to sign on behalf of Everhard Industries Pty Ltd.

Date: 18 October 2024

Signed for The Australian Manufacturing Workers Union:

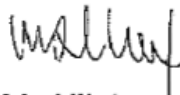


Name: Rohan Webb

Address: 366 Upper Roma Street, Brisbane QLD 4000

Authority to sign: AMWU State Secretary QLD/NT

In presence of:



Name: Melissa McAllister

The signator has authorisation to sign on behalf of The Australian Manufacturing Workers Union.

Date: 14 October 2024

Schedule A - Classifications

A.1 - Plastics Classifications

Levels	Titles	Definitions	1 July 2024	1 July 2025	1 July 2026
Level 1	Machine Operator	<p>An Employee who has completed up to 6 months' structured on-the-job training so as to enable the Employee to perform work within the scope of this level. At this level, the Employee performs routine duties essentially of manual nature and to the level of their training:</p> <ul style="list-style-type: none"> • Performs general labouring and cleaning duties as per shadowboards • Exercises minimal judgement • Works under direct supervision • Follows safe work practices and can report workplace hazards • Is undertaking structured training so as to enable them to work at the Level 2 level 	\$26.8278	\$27.6327	\$28.4617
Level 2	Machine Operator	<p>An Employee who has completed up to 6 months' structured on-the-job training so as to enable the Employee to perform work within the scope of this level.</p> <ul style="list-style-type: none"> • Trained and competent to manufacture per 5 work instructions in plastics • Works in accordance with working instructions and established criteria, able to cover 5 machines • Works under direct supervision either individually or in a team environment • Understands and undertakes basic quality control/assurance procedures including the ability to recognise basic quality deviations/faults • Understands and utilises basic statistical process control procedures • Follows safe work practices and can report workplace hazards 	\$27.46.02	\$28.2840	\$29.1325
	Rotational Ferry Operator	<ul style="list-style-type: none"> • Able to perform as a Machine Operator Level 3 • Training to become a Rotational Ferry Operator 	\$27.46.02	\$28.2840	\$29.1325

Level 3	Machine Operator	<p>An Employee at this level performs work above and beyond the skills of an Employee at the Level 2 and to the level of their skills, competence and training:</p> <ul style="list-style-type: none"> • Trained operator and able to cover all machines in the plastics factory • Is responsible for the quality of their own work subject to routine supervision • Works under routine supervision either individually or in a team environment • Exercises discretion within their level of skills and training • Assists in the provision of on-the-job training • Follows safe work practices and can report workplace hazards • Training as a second-in-charge in the plastics team 	\$28.7538	\$29.6164	\$30.5049
	Rotational Ferry Operator	<ul style="list-style-type: none"> • Able to perform as a Machine Operator Level 3 • Have a valid forklift licence • Trained Rotational Ferry Operator and able to: <ul style="list-style-type: none"> ◦ Load settings and tool to machine ◦ Fully conversant with safe operating practices 	\$28.7538	\$29.6164	\$30.5049
	Second-in-Charge (2IC)	<ul style="list-style-type: none"> • Able to perform as a Machine Operator Level 3 • Training as a Second-in-Charge classification level 	\$28.7538	\$29.6164	\$30.5049
Level 4	Machine Operator	<p>An Employee at this level performs work above and beyond the skills of an Employee at the Level 3 and to the level of their skills, competence and training:</p> <ul style="list-style-type: none"> • Operator level 4 with forklift licence • Is responsible for the quality of their own work subject to routine supervision • Works under routine supervision either individually or in a team environment • Exercises discretion within their level of skills and training • Assists in the provision of on-the-job training • Follows safe work practices and can report workplace hazards 	\$30.0750	\$30.9773	\$31.9066
	Rotational Ferry Operator	<ul style="list-style-type: none"> • Able to perform as a Machine Operator Level 4 • Trained Rotational Ferry Operator with a valid forklift licence 	\$30.0750	\$30.9773	\$31.9066

	Second-in-Charge (2IC)	<ul style="list-style-type: none"> • Trained as a Second-in Charge and able to perform the following: • Program material blenders • Restart machines as required • Basic fault finding • Computer literate and ability to use Company's software • People management • Registering safety issues into Safety Management System and working on corrective actions 	\$30.0750	\$30.9773	\$31.9066
Level 5	Machine Operator	<p>An Employee at this level performs work above and beyond the skills of an Employee at the Level 4 and to the level of their skills, competence and training:</p> <ul style="list-style-type: none"> • Operator level 5 with forklift licence • Certificate 2 or 3 in Process or Competitive Practice Manufacturing or equivalent • works from complex instructions and procedures • assists in the provision of on-the-job training • coordinates work in a team environment or works individually under general supervision • is responsible for assuring the quality of their own work • follows safe work practices and can report workplace hazards 	\$31.9543	\$32.9129	\$33.9003
	Team Leader, Plastics	<ul style="list-style-type: none"> • Able to perform as a Machine Operator Level 5 • Trained as a Second-in-Charge, able to perform the following: <ul style="list-style-type: none"> ○ Safety Leadership ○ Lead and supervise a team, providing guidance, support, and coaching as needed ○ Coordinate production schedules and workflow to meet production targets and customer demands ○ Ensure compliance with safety protocols, quality standards, and company policies ○ Monitor production processes, identify areas for improvement, and implement corrective actions to optimise efficiency and productivity ○ Collaborate with cross-functional teams to address production issues and drive continuous improvement initiatives ○ Train and mentor team members on operating procedures, equipment maintenance, and safety protocols ○ Maintain accurate production records and reports, including inventory levels and equipment maintenance logs ○ Foster a positive work environment that promotes Employee engagement, morale, and teamwork 	\$31.9543	\$32.9129	\$33.9003

A.2 - Concrete Classifications

Levels	Titles	Definitions	1 July 2024	1 July 2025	1 July 2026
Level 1	Concrete Labourer	<p>Undertaking the employer's induction programme which may include information on the enterprise, conditions of employment, introduction to supervisors and fellow Employees, training and career path opportunities, plant layout, work and documentation procedures, work health and safety and quality assurance.</p> <p>Employees at this level perform routine duties essentially of a manual nature and to the level of their training:</p> <ul style="list-style-type: none"> • perform general labouring and cleaning duties • exercise minimal judgement • work under direct supervision • may undertake structured training so as to enable them to work at level 2 • within the limitations of the skill levels as defined Employees will be expected to be responsible for the quality of their own work <p><i>Classification descriptors</i></p> <ul style="list-style-type: none"> • Training strip and set-up moulds with pits, tanks, lintels and lids 	\$26.8278	\$27.6327	\$28.4617

<p>Level 2</p>	<p>Concrete Moulder Precast Producer</p>	<p>Employees who have undertaken the employer's induction programme and who have satisfactorily completed training so as to enable them to perform work at this level and beyond the skills of an Employee at level 1, to the level of their training:</p> <ul style="list-style-type: none"> ● work under direct supervision either individually or in a team environment ● have a basic product knowledge ● understand and utilise basic control procedures ● understand and undertake basic quality control/assurance procedure including the ability to recognise basic quality deviation/faults ● within the limitations of the skill levels as defined Employees will be expected to be responsible for the quality of their own work <p>Indicative of the tasks which an Employee at this level may perform are the following:</p> <ul style="list-style-type: none"> ● use selected hand tools ● maintain simple records <p><i>Classification descriptors</i></p> <ul style="list-style-type: none"> ● Trained in strip and set-up moulds with pits, tanks, lintels and lids ● Training to operate overhead cranes up to 20 tons 	<p>\$27.46.02</p>	<p>\$28.2840</p>	<p>\$29.1325</p>
<p>Level 3</p>	<p>Concrete Moulder Precast Producer</p>	<p>Employees who have undertaken the employer's induction programme and who have satisfactorily completed training so as to enable them to perform work at this level and beyond the skills of an Employee at level 2, to the level of their training:</p> <ul style="list-style-type: none"> ● are responsible for the quality of their own work subject to routine supervision ● work under supervision either individually or in a team environment ● exercise discretion within their level of skill and training <p>Indicative of the tasks which an Employee at this level may perform are the following:</p> <ul style="list-style-type: none"> ● operate flexibly between production centres; ● operate and is licensed to operate mobile equipment including fork-lifts, overhead cranes and winch operations; ● basic inventory control in the context of a production process; ● basic keyboard skills; 	<p>\$28.7538</p>	<p>\$29.6164</p>	<p>\$30.5049</p>

		<ul style="list-style-type: none"> • ability to measure accurately; and • assist in the provision of on-the-job training in conjunction with other Employees, supervisors/trainers. <p><i>Classification descriptors</i></p> <ul style="list-style-type: none"> • Trained to operate overhead cranes up to 20 tons • Trained to operate and hold a valid licence to drive a forklift • Able to weld and work with power tools such as steel cutter, hand drills, handheld cutters, operating a 9 inch grinder • TMR Manufacturing • Assembly repair and finishing of concrete products 			
Level 4	Concrete Moulder Precast Producer Precast Steel Producer	<p>Employees who have undertaken the employer's induction programme, perform work above and beyond the skills of Employees at level 3 and to the level of their training:</p> <ul style="list-style-type: none"> • work from complex instruction and procedures • assist in the provision of on-the-job training to a limited degree • coordinate work in a team environment or work individually under general supervision • are responsible for assuring the quality of their own work <p>Indicative of the tasks which an Employee at this level may perform are the following:</p> <ul style="list-style-type: none"> • licensed operation of all appropriate handling equipment • use of tools and equipment within the scope of this grade • perform basic quality checks on the work of others • operates and is licensed and certified for fork-lift, engine driving and crane driving operations at a higher level than level 3 • has a knowledge of the employer's operation as it relates to production processes • assist in the provision of on-the-job training in conjunction with other supervisors/trainers <p><i>Classification descriptors</i></p> <ul style="list-style-type: none"> • Mobile cranes - Lifting capacity <ul style="list-style-type: none"> ○ Up to and including 5 tons ○ Over 5 tons and up to and including 10 tons ○ Over 10 tons and up to and including 20 tons 	\$30.0750	\$30.9773	\$31.9066

		<ul style="list-style-type: none"> ○ Over 20 tons and up to and including 40 tons ● Fork-lift operators <ul style="list-style-type: none"> ○ Lifting capacity up to and including 10 000 lb ○ Lifting capacity over 10 000 lb ● Steel Fabrication <ul style="list-style-type: none"> ○ Able to weld and work with power tools such as steel cutter, hand drills, handheld cutters, operating a 9 inch grinder ○ Trained as a Second Class Welder ○ Trained to operate gantry cranes ○ Concrete reinforcement manufacture (REO) ○ Basic assembly ○ Final assembly 			
Level 5	Team Leader, Concrete Team Leader, Precast	<p>Employees who have undertaken the employer's induction programme and who apply the skills acquired through successful completion of a Trade Certificate level qualification in the production, distribution or stores functions according to the needs of the enterprise.</p> <p>Employees at this level work above and beyond an Employee at level 4 and to the level of their training:</p> <ul style="list-style-type: none"> ● understand and apply quality control techniques ● exercise good interpersonal communication skills ● exercise discretion within the scope of this grade ● exercise keyboard skills at a level higher than level 4 ● perform work under general supervision either individually or in a team environment <p>Indicative of the tasks which an Employee at this level may perform are as follows:</p> <ul style="list-style-type: none"> ● work from production drawings, prints or plans; ● running adjustments to production equipment; ● operate all lifting equipment; ● high level stores and inventory responsibility beyond the requirements of an employee at level 4; ● assist in the provision of on-the-job training in conjunction with trades persons and trainers; and ● has a sound knowledge of the employer's operations as it relates to the production process. 	\$31.9543	\$32.9129	\$33.9003

		<p><i>Classification descriptors</i></p> <ul style="list-style-type: none">● Trained Health & Safety Representative (HSR)● Steel Fabrication<ul style="list-style-type: none">○ Able to weld and work with power tools such as steel cutter, hand drills, handheld cutters, operating a 9 inch grinder○ Trained as a First Class Welder○ Trained to operate gantry cranes○ Holds a valid forklift licence○ Concrete reinforcement manufacture (REO)○ Basic assembly○ Final assembly			
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A.3 -Dispatch, Warehouse, Yard and Assembly Classifications

Levels	Titles	Definitions	1 July 2024	1 July 2025	1 July 2026
Level 1	<p>Dispatch Operator Warehouse Operator Yard Operator</p>	<ul style="list-style-type: none"> ● Responsible for the quality of their own work subject to detailed direction. ● Works in a team environment and/or under routine supervision. ● Undertakes duties in a safe and responsible manner. ● Exercises discretion within their level of skills and training. ● Possesses basic interpersonal and communication skills. ● Indicative of the tasks which an Employee at this level may perform are the following: <ul style="list-style-type: none"> ○ storing and packing of goods and materials in accordance with appropriate procedures and/or regulations; ○ allocating and retrieving goods from specific areas; ○ basic operation of computer terminal or similar equipment (tablet); ○ periodic stock-checks; ○ responsible for housekeeping in own work environment; and ○ use of non-licensed material handling equipment. ○ Reporting of hazards and incidents in line with the site's safety system <p>Classification descriptors:</p> <ul style="list-style-type: none"> ○ basic repair and preparation for use of pallets. ○ maintaining the work area housekeeping; ○ use of manual strapper and automatic wrapper; ○ receiving goods, assembling orders, picking for processing (basic); ○ ensuring good order of equipment (maintenance, troubleshooting) (basic); ○ handling paperwork. 	\$26.8278	\$27.6327	\$28.4617

	Assembly Operator	<ul style="list-style-type: none"> • An Employee performing one or more of the following functions at a wholesale establishment: <ul style="list-style-type: none"> ◦ the unpacking or packing, assembling, preparing of goods or provisions or produce for sale; ◦ work which is incidental to or in connection with any of the above. • Assembly Employees will undertake duties as directed within the limits of their competence, skills and training including incidental cleaning. • Acqua Nova in training <p>Classification descriptors:</p> <ul style="list-style-type: none"> • In-training for assembling wastewater treatment systems 	\$26.8278	\$27.6327	\$28.4617
Level 2	Dispatch Operator Warehouse Operator Yard Operator	<ul style="list-style-type: none"> • Able to understand detailed instructions and work from procedures. • Able to coordinate work in a team environment under limited supervision. • Responsible for the quality of their own work. • Possesses sound interpersonal and communication skills. • Indicative of the tasks which an Employee at this level may perform are the following: <ul style="list-style-type: none"> ◦ licensed operation of all appropriate materials handling equipment; ◦ use of tools and equipment within the work location (basic non-trades maintenance); and <p>Classification descriptors:</p> <ul style="list-style-type: none"> ◦ fork-lift driving; ◦ pre start-up forklift checks 	\$27.46.02	\$28.2840	\$29.1325
	Assembly Operator	<ul style="list-style-type: none"> • An Employee performing work at a wholesale establishment at a higher skill level than an Assembly Employee level 1. • the wrapping or packing of goods for dispatch and the dispatch of goods; • Indicative job titles which are usually within the definition of an Assembly Employee level 2 include: <ul style="list-style-type: none"> ◦ Fork-lift operator ◦ Ride-on equipment operator 	\$27.46.02	\$28.2840	\$29.1325

Level 3	Dispatch Operator Warehouse Operator Yard Operator	<ul style="list-style-type: none"> • Understands and is responsible for quality control standards. • Possesses an advanced level of interpersonal and communication skills. • Competent keyboard skills. • Sound working knowledge of all warehousing/stores duties performed at levels below this grade, exercises discretion within scope of this grade. • May perform work requiring minimal supervision either individually or in a team environment. • Indicative of the tasks which an Employee at this level may perform are the following: <ul style="list-style-type: none"> ○ operation of all materials handling equipment under licence; ○ development and refinement of a store layout including proper location of goods and their receipt and dispatch 	\$28.7538	\$29.6164	\$30.5049
	Assembly Operator	<ul style="list-style-type: none"> • An Employee performing work at an assembly establishment at a higher level than an Employee level 2. • Indicative of the tasks which might be required at this level are the following: <ul style="list-style-type: none"> ○ ability to access data through technology systems and softwares ○ supervisory assistance to a designated person in charge of a defined worksite or department or team <p>Classification descriptors:</p> <ul style="list-style-type: none"> • Fully trained and competent in building a wastewater treatment system • Fully trained and competent in plastic welding • Able to train and guide other in-training Employees 	\$28.7538	\$29.6164	\$30.5049
Level 4	Dispatch Operator Warehouse Operator Yard Operator	<ul style="list-style-type: none"> • Implements quality control techniques and procedures. • Understands and is responsible for a work location or a department or team. • Highly developed level of interpersonal and communication skills. • Ability to supervise and provide direction and guidance to other Employees including the ability to assist in the provision of on-the-job training and induction. • Exercises discretion within the scope of this grade. • Exercises skills attained through the successful completion of an appropriate warehousing certificate. • Indicative of the tasks which an Employee at this level may perform are the following: 	\$30.0750	\$30.9773	\$31.9066

		<ul style="list-style-type: none"> ○ liaising with management, suppliers and customers with respect to stores operations; ○ detailing and co-ordinating activities of other storeworkers and acting in a leading hand capacity for in excess of 10 storeworkers; and ○ maintaining control registers including inventory control and being responsible for the preparation and reconciliation of regular reports or stock movement, dispatches, etc. 			
	Assembly Operator	<ul style="list-style-type: none"> ● An Employee performing work at a wholesale establishment at a higher level than a Wholesale Employee level 3. ● Indicative of the tasks which might be required at this level are the following: <ul style="list-style-type: none"> ○ being in charge of a defined worksite or a department or team; ○ supervision of staff; ○ stock control; or ○ ordering which requires the exercise of discretion as to quantity, quality etc. ● The level 4 classification level shall not apply to Employees principally engaged in managerial work including the performance of tasks other than those identified in the wholesale level 4 classification. 	\$30.0750	\$30.9773	\$31.9066
Level 5	Dispatch Operator Warehouse Operator Yard Operator Assembly Operator Team Leader	<p>Point of entry for level 5:</p> <ul style="list-style-type: none"> ● The level 5 classification shall apply to Employees principally engaged in administration of tasks and supervision work including the performance of tasks beyond those identified in level 4. 	\$31.9543	\$32.9129	\$33.9003

A.4 - Maintenance Classifications

Classification levels	Classification title	Minimum training requirement			
C6	Maintenance Technician	<ul style="list-style-type: none"> ● An Advanced Engineering Tradesperson Level I means an: <ul style="list-style-type: none"> ○ Advanced Engineering Tradesperson (Electrical/Electronic) Level I; or ○ Advanced Engineering Tradesperson (Mechanical) Level I; or ○ Advanced Engineering Tradesperson (Fabrication) Level I ○ An Advanced Engineering Tradesperson Level I works above and beyond a tradesperson at the C7 level and to the level of their skills, competence and training performs work within the scope of this level: ○ undertakes quality control and work organisation at a level higher than for the C7 level ○ provides trade guidance and assistance as part of a work team ○ assists in the provision of training to Employees in conjunction with supervisors/trainers ○ works under limited supervision either individually or in a team environment ○ prepares reports of a technical nature on specific tasks or assignments ○ exercises broad discretion within the scope of this level ○ operates lifting equipment incidental to their work ○ performs non-trade tasks incidental to their work ● C10 + 80% towards a Diploma of Engineering - Advanced Trade, or equivalent. 	\$43.0390	\$44.3302	\$45.6601

<p>C7</p>	<p>Maintenance Technician</p> <p>Engineering Tradesperson Special Class Level II</p> <p>Engineering Technician Level III</p>	<ul style="list-style-type: none"> • A Special Class Engineering Tradesperson Level II is an Engineering Tradesperson (Electrical/Electronic , Mechanical, or Fabrication) – Level II who have completed three appropriate modules in addition to the training requirements of C8 level or, nine appropriate modules towards an Advanced Certificate or, nine appropriate modules toward an Associate Diploma, or an AQF Level 4 National Certificate, or equivalent. • An Engineering Technician Level II has the equivalent level of training of a C7 Engineering Tradesperson Special Class Level II or equivalent so as to enable the Employee to apply skills within the scope of this level. The skills exercised by the Engineering Technician Level III are in the technical fields including draughting, planning or technical tasks requiring technical knowledge. At this level the employee is engaged in detailed draughting and/or planning or technical duties requiring judgement and skill in excess of that required at C8 under the supervision of technical or professional staff. • Employees at this level perform work above and beyond the skills of an Employee at C8 and to the level of their skills competence and training: <ul style="list-style-type: none"> ○ is able to provide trade guidance and assistance as part of a work team ○ provides training in conjunction with supervisors and trainers ○ understands and implements quality control techniques ○ works under limited supervision either individually or in a team environment ○ operates lifting equipment incidental to their work ○ performs non-trade tasks incidental to their work • Certificate IV in Engineering, or C10 + 60% towards a Diploma of Engineering, 60% towards a Diploma of Laboratory Technology, or equivalent. 	<p>\$39.1264</p>	<p>\$40.3002</p>	<p>\$41.5092</p>
<p>C8</p>	<p>Maintenance Technician</p> <p>Engineering Tradesperson Special Class Level I</p>	<ul style="list-style-type: none"> • A Special Class Engineering Tradesperson Level I is an Engineering Tradesperson (Electrical/Electronic, Mechanical, or Fabrication) – Level I or higher Engineering Tradesperson who have completed six appropriate modules in addition to the training requirements of C10 level or, six appropriate modules towards a National Diploma or, six appropriate modules toward an Advanced Diploma, or a Higher Engineering Tradesperson apprenticeship, or equivalent. • An Engineering Technician Level II has the equivalent level of training 	<p>\$37.2632</p>	<p>\$38.3811</p>	<p>\$39.5325</p>

	Engineering Technician Level II	<p>of a C8 Engineering Tradesperson Special Class Level I or equivalent so as to enable the Employee to apply skills within the scope of this level. The skills exercised by the Engineering Technician Level II are in the technical fields including draughting, planning or technical tasks requiring technical knowledge. At this level the Employee is required to exercise judgement and skill in excess of that required at C9 under the supervision of technical or professional staff.</p> <ul style="list-style-type: none"> ● Employees at this level perform work above and beyond the skills of an Employee at C9 and to the level of their skills competence and training: <ul style="list-style-type: none"> ○ provide trade guidance and assistance as part of a work team ○ assists in the provision of training in conjunction with supervisors and trainers ○ understands and implements quality control techniques ○ works under limited supervision either individually or in a team environment ○ operates lifting equipment incidental to their work ○ performs non-trade tasks incidental to their work ● C10 + 40% towards a Diploma of Engineering, or equivalent 			
C9	<p>Maintenance Technician</p> <p>Engineering Technician Level I</p> <p>Engineering Tradesperson Level II</p>	<ul style="list-style-type: none"> ● An Engineering Tradesperson Level II is an Engineering Tradesperson (Electrical/Electronic , Mechanical, or Fabrication) – Level II who have completed three appropriate modules in addition to the training requirements of C10 level or, three appropriate modules towards a National Diploma or, three appropriate modules toward an Advanced Diploma. ● An Engineering Technician Level I has the equivalent level of training of a C9 Engineering Tradesperson or equivalent so as to enable the Employee to apply skills within the scope of this level. The skills exercised by the Engineering Technician Level I are in the technical fields including draughting, planning or technical tasks requiring technical knowledge. ● Employees at this level perform work above and beyond the skills of an Employee at C10 and to the level of their skills competence and training: <ul style="list-style-type: none"> ○ exercises discretion within the scope of this classification level ○ works under limited supervision either individually or in a team environment ○ understands and implements quality control techniques ○ provide trade guidance and assistance as part of a work team 	\$33.5563	\$34.5630	\$35.5999

		<ul style="list-style-type: none"> ○ operates lifting equipment incidental to their work ○ performs non-trade tasks incidental to their work ● C10 + 20% towards a Diploma of Engineering or equivalent 			
C10	<p>Maintenance Technician</p> <p>Engineering Tradesperson Level I</p>	<ul style="list-style-type: none"> ● Employees who have undertaken the employer's induction program and hold a trade certificate or tradesman's rights certificate as an Engineering tradesperson (Electrical/Electronic, Mechanical, or Fabrication) – Level I or equivalent or have completed an Engineering Production Certificate III or equivalent so as to enable them to perform work at this level. ● Employees at this level perform work above and beyond the skills of an Employee at C11 and to the level of their training: <ul style="list-style-type: none"> ○ understands and applies quality control techniques ○ exercises good interpersonal and communications skills ○ exercises keyboard skills at a level higher than C11 ○ exercises discretion within the scope of this classification level ○ performs work under limited supervision either individually or in a team environment ○ operates lifting equipment incidental to their work ○ performs non-trade tasks incidental to their work ○ performs work which while primarily involving the skills of the trade is incidental or peripheral to the primary task and facilitates the completion of the whole task. Such incidental or peripheral work would not require additional formal technical training ○ able to inspect products and/or materials for conformity with established operational standards. ● Recognised Trade Certificate, or Certificate III in Engineering—Mechanical Trade, or Certificate III in Engineering—Fabrication Trade, or Certificate III in Engineering—Electrical/Electronic Trade, or equivalent 	\$31.9543	\$32.9129	\$33.9003

<p>C11</p>	<p>Maintenance Technician Engineering / Production Employee Level IV</p>	<ul style="list-style-type: none"> ● Employees who have undertaken the employer's induction program and who have completed an Engineering Production Certificate II or equivalent so as to enable them to perform work at this level. ● Employees at this level perform work above and beyond the skills of an Employee at C12 and to the level of their training: <ul style="list-style-type: none"> ○ works from complex instructions and procedures ○ assists in the provision of on the job training ○ coordinates work in a team environment or works individually under general supervision ○ is responsible for assuring the quality of their own work. 	<p>\$29.3816</p>	<p>\$30.2630</p>	<p>\$31.1709</p>
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Schedule B - Summary of Hourly Rates

The following table provides a summary of the penalty rates that apply under this Agreement. Penalty rates are payable for full and part-time Employees and shift work, on a Saturday, on a Sunday, on Public Holidays and on other occasions specified in this Agreement.

Working hours	Clause(s)	% of ordinary or minimum hourly rates
Shift: full-time and part-time Employees	-	-
Ordinary hours on Monday to Friday	(clause 16, 16.1, 16.2, 16.3, 16.4, 16.5)	100%
Ordinary hours on a Saturday	(clauses 18.2 and 18.2.1)	150%
Ordinary hours on a Sunday	(clauses 18.3 and 18.3.1)	200%
Overtime - first 2 hours per day on Monday to Friday	(clause 18.1.1 and 18.1.2)	150%
Overtime - after 2 hours per day on Monday to Friday	(clause 18.1.1 and 18.1.2)	200%
Overtime - first 2 hours per day Saturday	(clause 18.2 and 18.2.1)	150%
Overtime - after 2 hours per day Saturday	(clause 18.2 and 18.2.1)	200%
Overtime on a Sunday	(clause 18.3 and 18.3.1)	200%
Work on Rostered Day Off - first 2 hours per day	(clause 18.4 and 18.4.1)	150%
Work on Rostered Day Off - after 2 hours per day	(clause 18.4 and 18.4.1)	200%
Call Back – first 2 hours per day on Monday to Friday	(clause 18.5 and 18.5.1)	150%
Call Back – after 2 hours per day on Monday to Friday	(clause 18.5 and 18.5.1)	200%
Call Back on Saturday and Sunday	(clause 18.5 and 18.5.2)	200%
Overtime on a public holiday	(clause 24 and 24.6)	250%
Late payment of wages - existing Employees	(clause 14.15.1)	\$11.20 per day
Late payment of wages - terminated Employees	(clause 14.15.2)	\$14.37 per day

Schedule C - Wage Related Allowances

Allowances payable under this Agreement.

Allowance	Clause(s)	% of standard rate	AU\$	Payable
Distant work	14.1.2		ATO Rate	cents per KM travelled
Leading hand allowance - In charge of less than 3 Employees	14.1.3	2.9% of level 5	-	per week
Leading hand allowance - In charge of 3 to 6 Employees	14.1.3	3.8% of level 5	-	per week
Leading hand allowance - In charge of 7 to 10 Employees	14.1.3	4.6% of level 5	-	per week
Leading hand allowance - In charge of 11 to 20 Employees	14.1.3	5.7% of level 5	-	per week
Leading hand allowance - In charge of more than 20 Employees	14.1.3	7.1% of level 5	-	per week
Production shift supervisor	14.1.4	-	\$20	per shift & day worked
Higher duties	14.1.5	-	-	refer to clause
Overtime meal	14.1.6	-	\$17.92	refer to clause
First aid	14.1.7	-	\$22.75	per week
Clothing 1, or	14.1.8.1.1	-	\$2.60	per week
Clothing 2	14.1.8.1.2	-	-	five (5) sets of uniform clothing per year
Boots 1, or	14.1.9.1.1	-	\$3.20	per week
Boots 2	14.1.9.1.2	-	-	over 12 months
Damage to clothing, spectacles, hearing aids and tools	14.1.12	-	-	involuntary loss of clothing, spectacles, hearing aids or tools of trade due to fire, molten metal, or corrosive substances
Accident pay	14.1.13	-	-	refer to clause
Hot places - Between 46 and 54 degrees Celsius	14.1.14.1.2	2.9% of C10	-	per hour
Hot places - In excess of 54 degrees Celsius	14.1.14.1.3	3.8% of C10	-	per hour
Wet places	14.1.14.1.5	2.9% of C10	-	per hour
Dirty work	14.1.14.1.6	2.9% of C10	-	per hour
Explosive power tools	14.1.14.1.7	7.5% of C10	-	per day
Working at Heights	14.1.16	-	\$0.60	per hour
Confined spaces	14.1.12.1.1	-	\$10.10	per hour

Schedule D - Expense Related Allowances

Details of expense-related allowances payable under this Award.

Allowance	Clause	AU\$	Payable
Tool allowance	14.1.11	\$17.502	per week
Expenses meal	14.1.11	\$17.92	per meal