



Bega Chelsea Blow Moulding Enterprise Agreement 2024

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PART 1 – APPLICATION AND OPERATION

1. Definitions and Interpretation

1.1 For the purposes of this Agreement, the following definitions apply:

Act means the *Fair Work Act 2009* (Cth).

Afternoon Shift means any shift finishing after 8:00pm and at or before midnight. Where an existing afternoon shift finishes an earlier hour, the Company and the majority of Team Members concerned may agree to change the arrangement.

Agreement means this enterprise Agreement with the title set out in clause 2 and includes all Appendices to this Agreement.

Award means the *Manufacturing and Associated Industries and Occupations Award 2020* as varied from time to time and any successor or replacement.

Company means Blowflex Mouldings Pty Ltd (A.C.N. 087 884 302) and is the employer for the purposes of Chapter 2, Part 2-4 of the Act.

Continuous Work means work carried on with consecutive shifts of Team Members throughout the 24 hours of each of at least 5 consecutive days without interruption (except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the Company). If 2 shifts are worked in each 24 hours and a third shift is introduced, the Team Members concerned will not be regarded as continuous shift workers if the starting and finishing times of one or more of such shifts overlap. For the Team Members involved in the third shift to be considered as continuous shift workers, the third shift must continue for a period exceeding 3 consecutive weeks at any one period and must exceed a total of twelve weeks in any one year.

Delegate has the same meaning set out in clause 57.1.

FFPP means first full pay period.

Five-Day Shift Work means work carried on with consecutive shifts throughout the 24 hours of 5 days of the week between the hours of 11:00pm on Sunday and 8:00am on Saturday without interruption except during breakdowns or meal periods or due to unavoidable causes beyond the control of the Company.

FWC means the Fair Work Commission or any successor body that is conferred with the same or similar functions.

Immediate Family means:

- (a) a spouse, former spouse, de facto partner, former de facto partner, child, parent, grandparent, grandchild or sibling of the Team Member; or
- (b) a child, parent, grandparent, grandchild or sibling of a spouse/former spouse or de facto partner/former de facto partner of the Team Member; or
- (c) a member of the Team Member's household.

NES means the National Employment Standards set out in Part 2-2 of the Act.

Night Shift means any shift finishing after midnight and at or before 8:00am. Where an existing Night Shift commences or finishes at an earlier hour, the Company and the majority of Team Members concerned may agree to change the arrangement.

ORP means the ordinary rate of pay for performing ordinary hours of work. The rate for each classification are set out in paragraph 2 of **Appendix 3** and exclude all penalty rates, overtime, monetary allowances and any other separately identifiable amounts.

Parties means the parties covered by this Agreement as set out in clause 3.

Public Holiday has the same meaning as set out in clause 26.1.

Rostered Shift means a shift of which the Team Member concerned has had at least 48 hours' notice.

Seven-Day Shift Work means work carried on with consecutive shifts throughout the 24 hours of each of the 7 days of the week without interruption except during breakdowns or meal periods or due to unavoidable causes beyond the control of the Company.

Site means the Company's blow moulding premises and operations located at 150 Wells Road, Chelsea Heights, Victoria, 3196.

Team Member means an individual:

- (a) who is an employee of the Company;
- (b) whose employment is located in Victoria;
- (c) who is engaged to perform work in one of the classifications set out in **Appendix 1**.

Union means United Workers' Union (A.B.N. 52 728 088 684).

1.2 Interpretation of this Agreement

- (a) A reference to:
 - (i) any legislation includes all delegated legislation made under it and amendments, consolidations, replacements or re-enactments of any of them;
 - (ii) an Appendix is a reference to an Appendix of this Agreement;
 - (iii) a clause is a reference to the entire clause specified inclusive of any sub-clauses;
 - (iv) a percentage "of the ORP" includes the ORP. For example, if the ORP is \$100, "150% of the ORP" is \$150;
 - (v) an "extra" percentage of the ORP excludes the ORP. For example, if the ORP is \$100, 10% extra of the ORP is \$10;
 - (vi) any payments in addition to the ORP will be paid exclusive of each other (unless otherwise specified). Accordingly, where time worked attracts more than one allowance, penalty (including but not limited to overtime, public holidays, shift penalties and weekend penalties) or any other separately identifiable amount, only the most favourable will apply.
- (b) The singular includes and plural and vice versa.

2. Title

The title of this Agreement is *Bega Chelsea Blow Moulding Enterprise Agreement 2024*.

3. Coverage of this Agreement

This Agreement covers:

- (a) the Company;
- (b) the Team Members; and
- (c) the Union provided written notice is given under section 183(1) of the Act and the FWC notes in its decision to approve this Agreement that this Agreement covers the Union.

4. Period of Operation

This Agreement will come into operation 7 days after it is approved by the FWC and has a nominal expiry date of 30 June 2027.

5. Comprehensive Agreement

This Agreement specifically operates to the exclusion of all industrial instruments which would otherwise be applicable to Team Members including:

- (a) the Award (despite any references to the Award in this Agreement) and any other modern award; and
- (b) any other enterprise agreement (including any transitional based instruments).

6. Relationship to NES

This Agreement will be read and interpreted in conjunction with the NES provided that where there is any inconsistency between this Agreement and the NES, the more beneficial provision to a Team Member will apply.

7. Renegotiation of Agreement

- 7.1 Subject to clause 7.2, the Parties agree to commence negotiations for a new enterprise agreement to replace this Agreement at least 3 months before the nominal expiry date of this Agreement. The Parties intend to conclude these negotiations prior to the nominal expiry date.
- 7.2 At any time, the Company and the Union may, by mutual Agreement, set an alternative date to commence negotiations for a new enterprise agreement to replace this Agreement and such date may be prior to or after the nominal expiry date of this Agreement.
- 7.3 This Agreement, including rates of pay, will continue until this Agreement is terminated or replaced in accordance with the Act.

8. Copy of Agreement

If a Team Member requests a copy of this Agreement, the Company will provide an electronic or a hard copy of this Agreement.

9. Continuous Improvement Objectives

- 9.1 To enhance the involvement of Team Member's and improve their contribution towards the Company's objectives and the achievement of best practice, the following measures may be implemented by the Company:
 - (a) organising work around teams which seek to continuously improve the work environment, performance of the work group and the performance of the other teams with which they interact;
 - (b) introducing flexible working arrangements which promote multi-skilling and improve work performance and output. This may include, but is not limited to Team Members:
 - (i) performing and completing changeovers;
 - (ii) performing preventative and corrective minor maintenance where required. Minor maintenance may include activities such as wiping sensors and adjustments to cap chutes;
 - (iii) performing asset care and autonomous maintenance such as greasing/oiling and completion of work orders. Where the Company requires asset care and autonomous maintenance to be performed, the Company will call for volunteers in the first instance. If the Company is unable to secure a volunteer or enough volunteers to perform the asset care and autonomous maintenance work, the Company will direct Team Members to perform this work;

- (iv) entering production, quality and raw materials data into the computer system;
- (v) starting up and closing down the factory including services;
- (vi) completing quality checks on incoming goods;
- (vii) involvement in stock-takes and housekeeping; and
- (c) providing appropriate training, development and support to promote team based working structures.

9.2 Team Members will perform all continuous improvement activities in clause 9.1 in accordance with any relevant policies, procedures or work orders.

PART 2 – MANDATORY TERMS

10. Flexibility Term

10.1 The Company and Team Members may agree to make an individual flexibility arrangement (IFA) to vary the effect of terms of this Agreement if:

(a) the IFA deal with the following matters:

Clause Number	Description
20.8	Advance payment of annual leave
Appendix 2	First aid allowance

(b) the IFA meets the genuine needs of a Team Member and the Company and the Company consults with the Union about such genuine needs;

(c) the IFA is genuinely agreed to by the Team Member and the Company. In order to ensure genuine Agreement, the Company must advise a Union delegate prior to an IFA being entered into and allow the Team Member and the Union delegate paid time to discuss the proposed IFA.

10.2 The Company must ensure that the terms of the IFA:

(a) are about permitted matters under section 172 of the Act; and

(b) are not unlawful under section 194 of the Act; and

(c) result in the Team Member being better off overall than if no IFA had been made; and

(d) do not disadvantage or discriminate against the Team Member concerned, or other Team Members or a group of Team Members, whether directly or indirectly.

10.3 IFA's may only be made with existing Team Members and must not be made a condition of engagement of new Team Members.

10.4 The Company must ensure that the IFA:

(a) is in writing; and

(b) be translated into a language that the Team Member understands; and

(c) includes the name of the Company and the Team Member; and

(d) is signed by the Company and the Team Member and if the Team Member is under 18 years of age, signed by a parent or guardian of the Team Member in the presence of a Union delegate; and

(e) includes the details of:

(i) the terms of the IFA that will be varied by the IFA; and

(ii) how the IFA will vary the effect of the terms; and

(iii) how the Team Member will be better off overall in relation to the terms and conditions of his or her employment as a result of the IFA; and

(f) state the day on which the arrangement commences; and

(g) must be given to the Team Member and the Union within 7 days of it being agreed to.

10.5 The Company or the Team Member may terminate the IFA:

(a) by giving 7 days written notice to the other party to the IFA; or

(b) if the Company and Team Member agree in writing – at any time.

11. Consultation Term

11.1 In clause 11:

- (a) **Relevant Team Members** means the Team Members who may be affected by a change referred to in clause 11.2 or 11.6, as the case may be.
- (b) **Likely to Have a Significant Effect** means a major change that results in:
 - (i) termination of employment;
 - (ii) major changes in the composition, operation or size of the Company's workforce located at the Site or in the skills required;
 - (iii) the elimination or diminution of job opportunities, promotion opportunities or job tenure;
 - (iv) the alteration of hours of work;
 - (v) the need for retraining or transfer of Team Members to other work or locations; or
 - (vi) the restructuring of jobs.
- (c) The Relevant Team Members may appoint a representative (which may be the Union) for the purposes of the procedures set out in clauses 11.2 to 11.8. If the Relevant Team Members appoint a representative, and the Relevant Team Members advise the Company of the identity of the representative, the Company will recognise the representative.
- (d) The Company is not required to disclose confidential or commercially sensitive information to the Relevant Team Members or their representatives.

Major change

11.2 If the Company has made a definite decision to introduce a major change in production, program, organisation, structure or technology that is Likely to Have Significant Effect on Relevant Team Members, the Company must:

- (a) notify the Relevant Team Members and their representatives; and
- (b) clauses 11.3 to 11.5 will apply.

11.3 As soon as practicable after making its decision, the Company must:

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

11.4 The Company will give prompt and genuine consideration to matters raised about the change by the Relevant Team Members and/or their representative.

11.5 If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Company, the requirements set out in clause 11.2 to 11.4 are taken not to apply.

Change to regular roster or ordinary hours of work

- 11.6 If the Company proposes to introduce a change to the regular roster or ordinary hours of work of Team Members, the Company must:
- (a) notify the Relevant Team Members and their representatives of the proposed change; and
 - (b) clauses 11.7 to 11.8 apply.
- 11.7 As soon as practicable after proposing to introduce the change, the Company must:
- (a) discuss with the Relevant Team Members and any representatives the introduction of the change; and
 - (b) for the purposes of the discussion – provide to the Relevant Team Members and any representatives:
 - (i) all relevant information about the change including the nature of the change; and
 - (ii) information about what the Company reasonably believes will be the effects of the change on the Relevant Team Members; and
 - (iii) information about any other matters that the Company reasonably believes are likely to affect the Relevant Team Members; and
 - (c) invite the Relevant Team Members to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 11.8 The Company must give prompt and genuine consideration to matters raised about the change by the Relevant Team Members.

12. Dispute Settlement Term

Application

- 12.1 The procedures in clauses 12.1 to 12.5 (**Procedures**) will be observed for handling grievances and settling of disputes concerning this Agreement and the NES including sections 65(5) and 76(4) of the Act.
- 12.2 The Procedures will not restrict the Company or a duly authorised official of the Union making representations to each other.

Procedures

- 12.3 When a grievance arises under clause 12.1, the following steps will be followed:
- (a) The Union and Company will notify each other in writing of the names and/or titles of any representatives of Team Members for the purposes of the Procedures. The representatives will make themselves available for consultation as required under these Procedures.
 - (b) In the first instance, the Team Member will discuss matters with their supervisor and/or management.
 - (c) If the matter is not resolved, the Team Member or their representative will discuss the matter with the Team Member's supervisor.
 - (d) If the matter is not resolved, the Team Member or their representative will ask the supervisor for the dispute to be referred to the Company's representative. The

Company's representative will arrange a conference to discuss the matter within a reasonable time, 24 hours being ideal, or such other period as is agreed with the Team Member or their representative.

- (e) If the Union is the representative of the Team Member and the matter is not resolved at the conference convened under clause 12.3(d), the Union representative will advise the appropriate local official of the Union of the matter in issue. A conference on the matter will then be arranged, to be attended by such official or officials and the Union representative concerned as the Union may decide, and by the Company's representative and such other representatives of the Company including their association as the Company may decide.
- (f) If the matter remains unresolved, the Company, the Team Member and their representatives will enter into consultation about the issue at a higher level as the parties consider appropriate.
- (g) At any stage in the Procedures after consultation between the parties to the dispute has taken place, either party may ask for and be entitled to receive a response to their grievance within a reasonable time. If there is undue delay on the part of the other party in responding to the grievance, the party complaining of delay may, after giving notice of their intention to do so, take the matter to a higher level.
- (h) Without prejudice to either party to the dispute, and except where a bona fide safety issue is involved, work will continue in accordance with this Agreement while matters in dispute between them are being negotiated in good faith. Where a bona fide safety issue is involved, the Company and the appropriate regulatory authority must be notified concurrently or at least a bona fide attempt made to notify that authority.
- (i) At any stage of the Procedure the parties to the dispute may seek the assistance of a conciliator, a member of the FWC or some mutually acceptable person.
- (j) If the matter remains unresolved, either party to the dispute may refer the matter to the FWC on the terms in clause 12.4 and 12.5. Either party to the dispute may be represented by a lawyer or paid agent at any stage of FWC proceedings.

12.4 The FWC may deal with the dispute in 2 stages:

- (a) the FWC will first attempt to resolve the dispute as it considers appropriate, including by meditation, conciliation, expressing an opinion or making a recommendation; and
- (b) if the FWC is unable to resolve the dispute at the first stage, it may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties to the dispute.

12.5 A decision that the FWC makes when arbitrating a dispute is a decision for the purpose of Division 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

PART 3 – NES MATTERS

13. Hours of Work – Day Work

- 13.1 The ordinary hours of work for day work, subject to the exceptions below, will be an average of 38 hours per week, to be worked on one of the following bases:
- (a) 38 hours within a work cycle not exceeding 7 consecutive days; or
 - (b) 76 hours within a work cycle not exceeding 14 consecutive days; or
 - (c) 114 hours within a work cycle not exceeding 21 consecutive days; or
 - (d) 152 hours within a period not exceeding 28 consecutive days.
- 13.2 The method of working for full-time Team Members may be one of the following:
- (a) by Team Members working less than 8 ordinary hours each day; or
 - (b) by Team Members working less than 8 ordinary hours on one or more days each week; or
 - (c) by fixing one weekday on which all Team Members will be off during a particular work cycle; or
 - (d) by rostering Team Members off on various days of the week during a particular work cycle so that each Team Member has one day off during that cycle.
- 13.3 An assessment should be made in each section as to which method of implementation best suits the business and the proposal will be discussed with the Team Members concerned. In the absence of agreement, the procedure for resolving special anomalous or extraordinary problems will be applied in accordance with clause 12 and will be applied without delay.
- 13.4 The ordinary hours of work may be worked on any day or all of the days of the week, Monday to Friday.
- 13.5 The ordinary hours of work will be worked continuously, except for meal breaks, at the discretion of the Company between 6:00am and 8:00pm. However, the spread of hours may be altered by mutual agreement between the Company and a majority of Team Members in the section or sections concerned. However, any work performed prior to the spread of hours which is continuous with ordinary hours for the purpose, for example, of getting the plant in a state of readiness for production work is to be regarded as part of the ordinary hours of work.
- 13.6 The Company and the majority of Team Members in the section or sections concerned, may agree that the ordinary working hours are to exceed 8 on any day, thus enabling a weekday to be taken off more frequently than would otherwise apply. Notwithstanding this, ordinary hours of work must not exceed 10 hours in any day.
- 13.7 After the first 3 weeks of employment, the ordinary starting or finishing time of a Team Member will not be changed during the currency of the working week unless overtime is paid. However, the starting or finishing times may be changed without payment of overtime in the case of sickness or accident or breakdown of plant or equipment.
- 13.8 Circumstances may arise where different methods of implementation of a 38-hour week apply to various groups or sections of Team Members at the Site.

Substitute days

- 13.9 The Company, with the agreement of a majority of Team Members concerned, may substitute the day a full-time Team Member is to take off for another day in the case of a breakdown in machinery or a failure or shortage of electric power or to meet the requirements of the business in emergency situations.

13.10 An individual full-time Team Member, with consent of the Company, may substitute the day to be taken off for another day.

Rostered days off

13.11 Where a system of working is adopted to allow one working day off in each 4 weeks, for either Day Work or Shift Work, clauses 13.12 to 13.15 apply.

13.12 In all circumstances, Team Members must not have more than 4 RDO's accrued but untaken in any calendar year.

13.13 An RDO can be taken by a Team Member by giving the Company at least 4 weeks' notice in advance of taking the RDO.

13.14 If a Team Member accumulates more than 4 RDO's:

(a) the Company may direct them to take one or more RDO's so as to reduce the balance to 3 days, by giving Team Members at least 4 weeks' notice; or

(b) Team Members may, on an annual basis, elect to have their RDO balance paid out on these terms:

(i) the annual election must be made no later than 7 days before the first full pay period in December and must not result in the Team Member's accrued RDO balance being less than 3 days after the cashing out; and

(ii) payment by the Company will be made in the first full pay period in December.

13.15 Subject to clause 11, the Company may implement the following system of scheduled and chosen RDO's:

(a) 6 of the 12 RDO's per year will be scheduled by the Company at its discretion, depending on the Company's operations and requirements. The Company will provide Team Members with at least 4 weeks' notice of taking a Company scheduled RDO; and

(b) the 6 remaining RDO's will be at a time of the Company's choosing, subject to:

(i) the Team Member notifying the Company at least 4 weeks prior to the time the Team Member wishes to take the RDO; and

(ii) the Team Member's chosen RDOs must be fairly distributed between other Team Members and taken so no more than one Team Member is on an RDO on any given individual shift.

Meal breaks

13.16 An interval of not less than 30 minutes will be allowed for the midday meal, as near as possible to the middle of the day's work provided that on shift operations other than on Continuous Work shifts a meal period of not less than 20 minutes in each shift will be provided which will not count as time worked.

13.17 A Team Member performing Continuous Work is entitled to have a meal period of not less than 20 minutes which counts as time worked.

13.18 A Team Member will not be compelled to work for more than 5.5 hours after starting the daily shift without a break for a meal. However, where the ordinary hours of work on any specified day do not exceed 6 hours, those hours may be worked without a meal break by agreement of a majority of Team Members concerned and the Company.

13.19 Any Team Member required for duty during their usual meal time will be paid at the rate of 150% of their ORP until they are allowed the usual length of time for a meal unless they are allowed to have their meal at their job and are paid at the rate of 150% of their ORP during the time of their usual meal time.

Rest time

- 13.20 A rest period of 10 minutes will be allowed to all Team Members in the first half of each day or shift at a time fixed by the Company subject to:
- (a) the time of taking the rest period may vary, at the option of the Company, as between Team Members; and
 - (b) Team Members will not leave the department or section in which they are employed without the consent of the Company.

14. Hours of Work – Continuous Work, Five-Day and Seven-Day Shift Work

- 14.1 The ordinary hours of work for Continuous Work, Five-Day Shift Work and Seven-Day Shift Work are to average 38 per week inclusive of crib time and may not exceed 152 hours in 28 consecutive days or a longer cycle if necessary. However, if the Company and a majority of Team Members concerned agree, a roster system may operate on the basis that the weekly average of 38 ordinary hours of work is achieved over a period which exceeds 28 consecutive days.
- 14.2 Subject to the following conditions, shift workers under clause 14.1 are required to work at such times as the Company may require. A shift will consist of not more than 12 hours inclusive of crib time. However:
- (a) in any arrangement where the ordinary hours are to exceed 8 on any shift, the arrangement of hours will be subject to the agreement of the Company, the majority of Team Members and the Union;
 - (b) if the Company currently operates 12-hour shifts, the Company may vary the existing manner in which work is performed and paid if the variation is agreed to by the Team Members concerned and the Union;
 - (c) except at the regular changeover of shifts, a Team Member must not be required to work more than one shift in each 24 hours;
 - (d) shift workers under this clause have the right to a 20 minute crib break each shift which counts as time worked; and
 - (e) 12-hour shifts may be worked provided:
 - (i) the Company and the Team Members are guided by work health and safety provisions and the ACTU code of conduct on 12-hour shifts;
 - (ii) proper health and monitoring procedures are introduced; and
 - (iii) suitable rosters are made available.
- 14.3 If the Company wishes to introduce 12-hour shifts, it will provide the Team Members concerned with information regarding the impact of the proposed rostering arrangement upon the Team Member's remuneration level.

Meal Break – Continuous Work

- 14.4 A Team Member performing Continuous Work is entitled to have a meal period of not less than 20 minutes which counts as time worked.

15. Hours of work – Non-Continuous Work

- 15.1 Team Members perform non-continuous work if they work a shift pattern other than Continuous Work, Five-Day Shift Work and Seven-Day Shift Work.

- 15.2 The ordinary hours of work for non-continuous work are to average 38 per week to be worked on one of the following bases:
- (a) 38 hours within a period not exceeding 7 consecutive days; or
 - (b) 76 hours within a period not exceeding 14 consecutive days; or
 - (c) 114 hours within a period not exceeding 21 consecutive days; or
 - (d) 152 hours within a period not exceeding 28 consecutive days.
- 15.3 The method of working may be one of the following:
- (a) by Team Members working less than 8 ordinary hours each day; or
 - (b) by Team Members working less than 8 ordinary hours on one or more days each week; or
 - (c) by fixing one weekday on which all Team Members will be off during a particular work cycle; or
 - (d) by rostering Team Members off on various days of the week during a particular work cycle so that each Team Member has one day off during that cycle.
- 15.4 The ordinary hours are to be worked continuously except for meal breaks at the discretion of the Company. A Team Member must not be required to work for more than 5.5 hours without a break for a meal. Except at regular changeover of shifts, a Team Member will not be required to work more than one shift in each 24 hours.
- 15.5 The ordinary hours of work for non-continuous work are not to exceed 10 hours on any day. In any arrangement where ordinary working hours exceed 8 on any day, the arrangement of hours is subject to the agreement of the Company, a majority of the Team Members concerned and the Union.

16. Hours of Work – All Types

Maximum number of hours

- 16.1 No Team Member may be required to work in any factory, workshop or repair shop for more than 12 hours in any one day or shift, except in the case of a breakdown in machinery or to ensure a continuance of operations. A Team Member having completed their shift or days' work or additional hours work will not be called upon for duty until after a lapse of at least 10 hours in the case of day workers and 8 hours for shift workers.
- 16.2 Circumstances may arise where different methods of implementation of a 38-hour week apply to various groups or sections of Team Members in the establishment concerned.

Substitute days

- 16.3 The Company may, by agreement of a majority of Team Members concerned, substitute the day a Team Member is to take off for another day in the case of a breakdown in machinery or a failure or shortage of electric power or to meet the requirements of the business in emergency situations.
- 16.4 A Team Member, with consent of the Company, may substitute the day to be taken off for another day.
- 16.5 Where a system of working is adopted to allow one working day off in each 4 weeks, a Team Member will not be entitled to more than 12 such rostered days off in any 12 month period if they had during such 12 month period taken annual leave one day of which would have been a rostered day off.

- 16.6 In cases where by virtue of the arrangement of their ordinary working hours, a Team Member is entitled to a day off during their work cycle, such Team Member will be advised by the Company at least 4 weeks in advance of the week day to be taken off.

7-day shift operation

- 16.7 The Company may work a 7-day shift operation in an establishment or a section of an establishment provided that in changing to such an operation, the Company, a majority of Team Members in the establishment or section and the Union agree to such change.
- 16.8 If a minority of Team Members do not wish to work a 7-day shift operation, they may be transferred to alternative work without prejudice to their existing classification. Clause 12 will be used to deal with any disagreement over a proposed transfer.

Rest period

- 16.9 A Team Member having completed their shift or day's work or additional hours of work is entitled not be called upon for duty until after a lapse of at least 10 hours in the case of day workers and 8 hours in the case of shift workers.

Shift work rosters

- 16.10 Shift rosters must specify the commencing and finishing times of ordinary hours of work of the respective shifts.

Variation to rostered shifts

- 16.11 Rostered shifts for shift workers may only be changed during the currency of a working week if overtime rates are paid. However, a Rostered Shift may be changed without payment of overtime rates in the case of sickness, accident, bereavement or breakdown of plant or equipment.

Variations to the method of working shifts

- 16.12 Subject to clauses 14 and 15, the method of working shifts may in any case be varied by agreement between the Company and a representative of the Union to suit the circumstances of the establishment.
- 16.13 The time of commencing and finishing shifts once having been determined may be varied by agreement between the Company and a majority of Team Members concerned to suit the circumstances of the establishment. In the absence of agreement, clause 12 will apply.

Daylight saving

- 16.14 In any area whereby reason of the legislation of a State, summertime is declared as being in advance of the standard time of that State, the length of any shift:
- (a) starting before the time prescribed by the relevant legislation for the start of a summertime period; and
 - (b) starting on or before the time declared by such legislation for the termination of a summertime period,

will 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.

- 16.15 In clause 16.14, the expressions **standard time** and **summertime** have the same meaning set out in the relevant State legislation.

17. Requests for Flexible Working Arrangements

Requests for flexible working arrangements under section 65 of the Act will be in accordance with the NES.

18. Changes to Casual Employment Status

- 18.1 Team Member choice about casual employment and offers and requests for casual conversion to permanent employment will be made in accordance with the NES.
- 18.2 An indirectly engaged casual or labour hire Team Member, who has been engaged by the Company on a regular and systematic basis for a sequence of periods of employment during a period of 6 months, will be offered permanent direct employment by the Company if their role is required to be performed beyond the 6-month period. The permanent position will be offered to the indirectly engaged Team Member based on the same number and pattern of hours worked in the preceding 6-month period.
- 18.3 An indirectly engaged casual or labour hire Team Member must not be engaged and re-engaged to avoid any obligation under this Agreement.

19. Parental Leave

Team Members will be entitled to unpaid parental leave under the NES.

20. Annual Leave

Entitlement and accrual

- 20.1 For each year of service with the Company (other than periods of casual employment with the Company), a Team Member is entitled to 4 weeks of paid annual leave. The Company may convert this entitlement into an hourly entitlement for administrative ease (ie: 152 hours for a full-time Team Member entitled to 4 weeks of annual leave).
- 20.2 Annual leave accrues progressively during a year of continuous service (other than periods of casual employment with the Company) according to the Team Member's ordinary hours of work and accumulates from year to year.
- 20.3 For the purpose of the additional week of annual leave provided for in section 87(1)(b) of the Act, a shiftworker is:
- (a) a Team Member who is regularly rostered to work on Sundays and public holidays; or
 - (b) a Seven-Day Shift Worker.
- 20.4 Where a Team Member with 12 months' continuous service is engaged in Seven-Day Shift Work for part of a 12 monthly period, they will be entitled to have the period of leave to which they are entitled increased by half a day for each month they are continuously engaged.

Taking annual leave

- 20.5 Annual leave will be taken at a time mutually agreed between a Team Member and the Company.
- 20.6 When annual leave is taken, a Team Member's accrued balance of annual leave is reduced by the actual number of ordinary hours they would have worked had they not taken the leave.
- 20.7 If the period during which a Team Member takes paid annual leave includes a day or part-day that is a Public Holiday, the Team Member is taken not to be on paid annual leave on that Public Holiday.

- 20.8 A Team Member and the Company may agree to a period of annual leave being taken before the Team Member has accrued the entitlement to the leave.
- 20.9 If, on the termination of a Team Member's employment, a Team Member has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement to take leave in advance, the Company may deduct from any money due to the Team Member on termination an amount equal to the amount that was paid to the Team Member in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

Payment for taking annual leave

- 20.10 Annual leave will be paid at the ORP inclusive of any leading hand and/or first aid allowance.
- 20.11 A Team Member will also be paid an annual leave loading as follows:
- (a) 17.5% of their ORP; or
 - (b) any shift penalties under clause 35.2 to 35.5 they would have received had they not been on leave,
- whichever is the greater, but not cumulative.
- 20.12 The annual leave loading in clause 20.11:
- (a) will not apply to payment of accrued but untaken annual leave on termination of employment; and
 - (b) for the avoidance of any doubt, is provided to compensate Team Members for a lost opportunity to work overtime.

Direction to take annual leave

- 20.13 A Team Member has an excessive leave accrual if the Team Member has accrued more than 8 weeks' paid annual leave, not including any approved annual leave arrangements already in place for the upcoming 12 months.
- 20.14 Notwithstanding clause 20.5, where a Team Member has excessive leave accrual, the Company may direct a Team Member to take an amount of annual leave up to or equal to 25% of their total annual leave entitlement.
- 20.15 The direction given in clause 20.14 must not require the Team Member to take a period of annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given.

Cashing out of annual leave

- 20.16 Where a Team Member has accrued annual leave in excess of 8 weeks, they may request the Company cash out up to or equal to 25% of their total annual leave entitlement.
- 20.17 Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement in writing, must state the amount of annual leave to be cashed out and the payment to be made for it and state the date on which the payment is made.
- 20.18 If such a cashing out agreement is made, the Team Member's annual leave balance will be reduced accordingly.
- 20.19 Payment for annual leave cashed out will not be less than the amount that would have been payable had the Team Member taken the leave at the time the payment is made.

Payment on termination

- 20.20 On termination of employment, a Team Member must be paid accrued but untaken annual leave.

Annual close down

- 20.21 The Company may close down the plant or section or sections of it for the purpose of allowing leave to all or the bulk of the Team Members in the plant or section or sections concerned, in accordance with these provisions:
- (a) The Company may, by giving notice stand off for the duration of the close down all Team Members in the plant or section or sections concerned and allow to those who are not qualified for 4 or 5 full weeks' leave, pursuant to this Agreement paid leave at the appropriate rate of rate of pay under this Agreement.
 - (b) A Team Member who has then qualified for 4 or 5 full weeks leave pursuant to this Agreement and who has completed a further week or more of continuous service will be allowed 4 weeks leave and will also be paid at the appropriate rate of pay under this Agreement.
 - (c) Alternatively, the Company may, by giving notice, close down the plant or a section or sections of it for 2 separate periods for the purpose of granting annual leave in accordance with this clause. If the Company closes down the plant in 2 separate periods one of those periods will be of at least 21 consecutive days to commence in the month of December and the second period will not be later than the September next following.
 - (d) Where a majority of Team Members in the plant or section or sections concerned agree, the Company may close down the plant in accordance with this clause in 2 separate periods, neither of which is of at least 21 consecutive days, or in 3 separate periods. In such cases the Company will advise the Team Members concerned of the proposed dates of each close down before asking them for their agreement.
 - (e) Alternatively, the Company may close down the plant, or a section or sections of it for a period of at least 21 consecutive days to commence in the month of December in each year and grant the balance of the annual leave due to a Team Member in one continuous period in accordance with a roster, with the said balance being given and taken no later than the September next following.
 - (f) Alternatively, the Company may close down the plant, or a section or sections of it for a period of less than 21 consecutive days and allow the balance of the annual leave due to a Team Member in one or 2 continuous periods either of which may be in accordance with a roster. In such a case the granting and taking of annual leave will be subject to the agreement of the Company and a majority of Team Members in the plant, or a section or sections of it respectively and before asking the Team Members concerned for their agreement, the Company will advise them of the proposed date of the close down or close downs and the details of the annual leave roster.
 - (g) The next 12-monthly qualifying period of each Team Member affected by such close down will start, from the day on which the plant or section or sections concerned is reopened for work or from the day on which the plant or section or sections concerned is reopened for work after each December close down.
 - (h) All time during which a Team Member is stood off without pay for the purpose of this clause will be deemed to be time of service in the next 12 -monthly qualifying period.
- 20.22 Payment for annual leave under this clause will be calculated as follows:
- (a) if in the first year of their service with the Company a Team Member is allowed proportionate annual leave under this clause and subsequently within such year ends the employment or the employment is terminated by the Company through no fault of the Team Member, the Team Member will be entitled to the benefit of adjustment for any proportionate leave which they may have been allowed;
 - (b) any Team Member who terminates the employment or is dismissed for any reason after the December close down and before any balance of leave due to them at the date under clause 20.22(a) has been granted will be paid such balance on termination or dismissal.

20.23 Where the Company intends to close down the plant or section or sections of it for the purpose of allowing leave to all or the bulk of Team Members in the plant or section or sections concerned, they will post a notice on the factory notice-board/s not less than 6 months before the intended close down, indicating the proposed close down and reopening dates. However, such advice is subject to confirmation or change up until not less than one month before the actual close down date.

21. Personal / Carer's Leave

Entitlement and accrual

- 21.1 For each year of service with the Company (other than periods of casual employment with the Company), a Team Member is entitled to 10 days of paid personal / carer's leave.
- 21.2 A Team Member's entitlement to paid personal / carer's leave accrues progressively during a year of service (other than periods of casual employment with the Company) according to the Team Member's ordinary hours of work, and accumulates from year to year.
- 21.3 The Company will credit a Team Member's entitlement to paid personal leave in advance on the commencement of employment and for each subsequent year on the anniversary date of the commencement of employment.
- 21.4 The Company will pay a Team Member 50% of their accrued but untaken personal/carer's leave on termination provided that the Team Member has at least 10 years of continuous service. For the purpose of this clause, "termination" includes resignation, retirement and redundancy but excludes abandonment of employment and dismissal for performance, misconduct or incapacity.
- 21.5 A Team Member is not entitled to paid personal/carer's leave for any period of absence in respect of which he or she is entitled to workers' compensation.

Taking personal / carer's leave

- 21.6 A Team Member (other than a casual Team Member) may take paid personal / carer's leave if the leave is taken:
- (a) because the Team Member is not fit for work because of a personal illness, or personal injury, affecting the Team Member; or
 - (b) to provide care or support to a member of the Team Member's Immediate Family who requires care or support because of:
 - (i) a personal illness, or personal injury, affecting the member; or
 - (ii) an unexpected emergency affecting the member.
- 21.7 If a Team Member takes a period of paid personal / carer's leave for a reason set out in clause 21.6, the Company must pay the Team Member at the Team Member's ORP for the Team Members' ordinary hours of work in the period.

Unpaid carer's leave

- 21.8 A Team Member, including a casual Team Member, is entitled to 2 days of unpaid carer's leave for each occasion when a member of the Team Member's Immediate Family requires care or support because of:
- (a) a personal illness, or personal injury, affecting the member; or
 - (b) an unexpected emergency affecting the member.
- 21.9 A Team Member may take unpaid carer's leave as:
- (a) a single continuous period of up to 2 days; or
 - (b) any separate periods to which the Team Member and the Company agree.

Notice and evidence requirements

- 21.10 Subject to clauses 21.11, a Team Member who takes leave for a reason set out in clause 21.6 or 21.8 must:
- (a) give notice to the Company as soon as practicable and must advise the Company of the period, or expected period, of the leave; and
 - (b) within 48 hours of the commencement of the leave, give the Company a medical certificate, or other satisfactory evidence, such as a statutory declaration that satisfies the Company that the leave is taken for a reason set out in clause 21.6 or 21.8.
- 21.11 If a Team Member takes personal / carer's leave on 2 single days in any year, the Team Member may give notice (and advise the Company of the period, or expected period, of the leave) either before or within the normal hours of the day or shift they would have otherwise worked and are not required to provide the evidence set out in clause 21.10(b). However, this clause does not apply if any of the single days is immediately before or after a Public Holiday, a rostered day off or a period of annual leave.

22. Compassionate Leave

- 22.1 A full-time or part-time Team Member is entitled to 2 days of paid compassionate leave for each occasion and on production of satisfactory evidence when:
- (a) a member of the Team Member's Immediate Family:
 - (i) contracts or develops a personal illness that poses a serious threat to his or her life;
 - (ii) sustains a personal injury that poses a serious threat to his or her life; or
 - (iii) dies; or
 - (b) a child is stillborn, where the child would have been a member of the Team Member's Immediate Family, if the child had been born alive; or
 - (c) the Team Member, or the Team Member's spouse or de facto partner, has a miscarriage.
- 22.2 In addition to clause 22.1, a Team Member will be entitled to a maximum of 3 days' of paid compassionate leave on each occasion and on production of satisfactory evidence within 8 weeks of the death a member of the Team Member's Immediate Family. However, this clause will not apply if a Team Member is taking any other type of leave.
- 22.3 Casual Team Members are entitled to unpaid compassionate leave under the NES.

23. Family and Domestic Violence Leave

Family and domestic violence leave will be in accordance with the NES.

24. Community Service Leave

Entitlement to be absent for engaging in eligible community service activity

- 24.1 A Team Member who engages in an eligible community service activity is entitled to be absent from his or her employment for a period if the period consists of one or more of the following:
- (a) time when the Team Member engages in the activity;
 - (b) reasonable travelling time associated with the activity;
 - (c) reasonable rest time immediately following the activity; and
 - (d) the Team Member's absence is reasonable in all the circumstances.

Eligible community service activity

- 24.2 Eligible community service activity includes a voluntary emergency activity or an activity prescribed by the Act.
- 24.3 A Team Member engages in a voluntary emergency activity if, and only if:
- (a) the Team Member engages in an activity that involves dealing with an emergency or natural disaster; and
 - (b) the Team Member engages in the activity on a voluntary basis (whether or not the Team Member directly or indirectly takes or agrees to take an honorarium, gratuity or similar payment for engaging in the activity); and
 - (c) the Team Member is a member of, or has a member-like association with, a recognised emergency management body (eg: CFA, Army Reserve etc.); and
 - (d) Either the Team Member was requested by or on behalf of the body to engage in the activity, or no such request was made but it would be reasonable to expect that, if the circumstances had permitted the making of such a request, it is likely that such a request would have been made.

Notice and evidence requirements

- 24.4 A Team Member who wants an absence from his or her employment to perform an eligible community service activity must give the Company notice of the absence. The notice must be given to the Company as soon as practicable (which may be a time after the leave has started) and must advise the Company of the expected period of the leave.
- 24.5 A Team Member must, if required by the Company, give the Company evidence that would satisfy a reasonable person that the absence is because the Team Member has been or will be engaging in an eligible community service activity.
- 24.6 A Team Member's absence from his or her employment is not covered by this clause 24 unless the Team Member complies with the notice and evidence requirements.

Paid community service leave

- 24.7 Team Members may be entitled to paid community service leave under Company policies. Any such Company policies are not incorporated into this Agreement.

Jury service

- 24.8 A Team Member required to attend for jury service during their ordinary working hours will be reimbursed by the Company an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount of wage they would have received in respect of the ordinary hours they would have worked had they not been on jury service.
- 24.9 A Team Member will notify the Company as soon as possible of the date upon which they are required to attend for jury service. Further, the Team Member will give the Company proof of their attendance, the duration of such attendance and the amount received in respect of such jury service.

Blood Donors

- 24.10 Subject to clause 24.11, a Team Member who attends a recognised clinic for the purpose of donating blood during working hours will (subject to normal manning requirements) be allowed the necessary leave of absence without loss of pay on not more than 4 occasions in each 12 months.
- 24.11 A Team Member will not be entitled to payment with respect to time lost in excess of 2 hours on each occasion. A Team Member will notify the Company as soon as possible of the time and date upon which they are intending to be absent for the purpose of donating blood.

25. Long Service Leave

- 25.1 This Long Service Leave clause will be read in conjunction with the Long Service Leave provisions of the *Long Service Leave Act 1992 (Vic)* provided that where there is any inconsistency this clause will apply.
- 25.2 A Team Member will be entitled to long service leave at the rate of 1.3 weeks for each year of service. This equates to 13 weeks leave for every 10 years of service.
- 25.3 Additionally, long service leave will be available after 7 years' service on a pro-rata basis.

26. Public Holidays

- 26.1 In this Agreement, **Public Holiday** means:

Item	Public Holiday	Description / terms	Source
1	1 January	New Year's Day. When New Year's Day is a Saturday or on a Sunday, a Public Holiday in lieu thereof will be observed on the next Monday	NES
2	26 January	Australia Day. When Australia Day is a Saturday or on a Sunday, a Public Holiday in lieu thereof will be observed on the next Monday	NES
3	Good Friday	The day on which it is declared or prescribed to apply in Victoria	NES
4	Easter Saturday	The day on which it is declared or prescribed to apply in Victoria	Law of Victoria
5	Easter Monday	The day on which it is declared or prescribed to apply in Victoria	NES
6	25 April	Anzac Day	NES
7	King's birthday	The day on which it is celebrated in Victoria	NES
8	Labour Day	The day on which it is declared or prescribed to apply in Victoria	Law of Victoria
9	Melbourne Cup Day	The day on which it is declared or prescribed to apply in Victoria	Law of Victoria
10	25 December	Christmas Day. When Christmas Day is a Saturday or a Sunday, a Public Holiday in lieu thereof will be observed on 27 December	NES
11	26 December	Boxing Day. When Boxing Day is a Saturday or a Sunday, a Public Holiday in lieu thereof will be observed on 28 December	NES
-	Other days	Any other day or part-day which is declared or prescribed under a law of Victoria to be observed generally as a public holiday in Victoria	NES

Substitute days

- 26.2 In accordance with the NES, if under Victorian law a day which would otherwise be a Public Holiday under clause 26.1 is substituted for a different day, then the substitute day is the Public Holiday for the purpose of this Agreement.
- 26.3 The Company and a Team Member may agree on the substitution of a day (or part-day) for a day (or part-day) that would otherwise be a Public Holiday.

Payment for Public Holidays

- 26.4 A Team Member who works on any Public Holiday will for all time worked on that day be paid at the rate of 250% of their ORP.
- 26.5 If a Team member does not have ordinary hours of work on a Public Holiday (eg: their Rostered Shift does not include the day of the week on which a Public Holiday occurs), the Team Member has no entitlement to be paid for a Public Holiday.

Public Holidays and workers compensation

- 26.6 A Team Member absent as the result of an accident sustained in the course of their employment or in the periodic journeying to or from their place of employment and who is receiving payment under any workers' compensation legislation will not be entitled to payment for any Public Holidays prescribed in clause 43.1 occurring during such absence, but will only be entitled to the difference between the payment received for such day under any workers' compensation legislation and their normal wage for the Public Holiday.

Public Holidays and termination

- 26.7 If the Company gives to a Team Member a notice of termination of engagement expiring or taking effect as a dismissal within 7 days of the date on which any Public Holidays fall or are observed, the Company will pay the Team Member so dismissed a day's pay for each such Public Holiday falling or being observed within 7 days of the termination of the engagement (unless the engagement is determined by the Company by reason of the misconduct of the Team Member) provided that:
- (a) this clause will not apply to any Team Member who at the date of expiration of such notice will not have been employed by the Company concerned for at least 80 per cent of the ordinary working time of the 3 consecutive weeks immediately preceding the expiration of such notice; and
 - (b) when any Public Holiday is observed on a non-working day, the Team Member concerned will not be entitled to payment for such Public Holiday.

Special terms for Seven-Day Shift Work

- 26.8 A Team Member performing Seven-Day Shift Work who is rostered to work regularly on Sundays and holidays, when their rostered day off falls on a Public Holiday will, at the discretion of the Company, be paid for that day at the ORP or have an additional day added to their annual leave. This clause will not apply when the Public Holiday on which they are rostered off falls on a Saturday or Sunday.
- 26.9 A Team Member performing Seven-Day Shift Work who is required to work on their rostered day off when such rostered day off falls on a Public Holiday will be paid at the rate of 200% of their ORP for work performed and have an additional day added to their annual leave.
- 26.10 A Team Member performing Seven-Day Shift Work who is rostered to work on a Public Holiday and works on a Public Holiday must be paid at the rate of 200% of their ORP for all time worked.

Special terms for Shift Work

- 26.11 Shift workers must be paid at the rate of 200% of their ORP for work performed at any time on a Public Holiday, however, they may be required to work until the completion of their shifts on a Public Holiday without the payment of Public Holiday rates of pay provided they are not required to work on the Night Shift commencing on the Public Holiday.

Public Holidays and RDO's – Day Work

- 26.12 A Rostered Day Off will not coincide with a Public Holiday. However, if a Public Holiday is prescribed after a Team Member has been given notice of a weekday off and the Public Holiday falls on the weekday the Team Member is to take off, the Company will allow the Team Member to take the rostered day off on an alternative weekday.

27. Compulsory Superannuation Contributions

- 27.1 The Company must make compulsory employer superannuation contributions into a complying fund of each Team Member's choice in accordance with applicable superannuation legislation.
- 27.2 New Team Members may nominate a complying fund into which their superannuation contributions will be made by completing a Standard Choice Form and returning it to the Payroll Department prior to commencement of employment. Forms received after commencement will be processed within the next full pay period following receipt of a correctly completed Standard Choice Form. If a new Team Member does not elect a fund, contributions will be made on their behalf to their stapled superannuation fund as notified to the Company by the ATO in accordance with the applicable legislation (**Stapled Fund**) if they have one. If a new Team Member does not have a Stapled Fund, contributions will be made on their behalf to the *AustralianSuper*.

28. Notice of Termination

Notice of termination by Company

- 28.1 If the Company wishes to terminate the employment of a permanent or fixed term Team Member, it must give the Team Member no less than the following period of notice:

Period of Continuous Service at the End of the Day that Notice is Given	Notice Period
One year or less	One week
Over one 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	4 weeks

- 28.2 In addition to the notice in clause 28.1, Team Members over 45 years of age at the time of the giving of the notice with not less than 2 years' continuous service, will be entitled to an additional week's notice.
- 28.3 Payment in lieu of the notice, will be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu.
- 28.4 In calculating any payment in lieu of notice, the wages a Team Member would have received in respect of the ordinary hours they would have worked during the period of notice had their employment not been terminated will be used.
- 28.5 The period of notice in this clause will not apply in the case of a Team Member whose employment is terminated because of serious misconduct within the meaning of the regulations under the Act or for any other reason for which summary dismissal would be permitted at common law.

Notice of termination by Team Member

- 28.6 The notice of termination required to be given by a Team Member will be the same as that required of the Company, save and except that there will be no additional notice based on the age of the Team Member concerned.
- 28.7 If a Team Member fails to give the required notice, the Company may withhold an amount not exceeding the amount the Team Member would have been paid under the Agreement in respect of the period of notice required by this clause less any period of notice actually given by the Company.

- 28.8 Provided that where a Team Member, the Company and the Union agree, the Team Member may be released prior to the expiry of the notice period with payment of wages to the date of termination only.

Time off during notice period

- 28.9 Where the Company has given notice of termination to a Team Member, the Team Member will be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off will be taken at times that are convenient to the Team Member after consultation with the Company.

Statement of employment

- 28.10 The Company will, upon receipt of a request from a Team Member whose employment has been terminated, provide to the Team Member a written statement specifying the period of his or her employment and the classification of or the type of work performed by the Team Member.

Summary dismissal

- 28.11 The Company will retain the right to dismiss any Team Member without notice for conduct that justifies instant dismissal and in such cases the wages will be paid up to the date of dismissal.

29. Redundancy

Discussions before terminations

- 29.1 Where the Company has made a definite decision that the Company no longer wishes the job a Team Member has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment, the Company will hold discussions with the Team Member directly affected and with the Union.
- 29.2 The discussions will take place as soon as practicable after the Company has made a definite decision which will invoke the provisions of clause 29.1 and will cover any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations on the Team Members concerned.
- 29.3 For the purposes of the discussion the Company will, as soon as practicable, provide in writing to the Team Members concerned and the Union, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of Team Members likely to be affected, and the number of Team Members normally employed and the period over which the terminations are likely to be carried out. However, the Company will not be required to disclose confidential information the disclosure of which would be inimical to the Company's interests.

Severance and notice period

- 29.4 A Team Member whose employment is terminated for reasons set out in clause 29.1 will be entitled to:
- (a) notice under clause 28.1 or 28.2;
 - (b) 4 weeks' pay for each year of service and a pro-rata amount for each incomplete year of service. Payment under this clause will not exceed 104 weeks' pay. Weeks' severance pay in this clause means the Team Member's ordinary weekly rate of pay for 38 hours, or if the Team Member is a part-time Team Member, their ORP for agreed weekly ordinary hours of work;
 - (c) payment of all unused annual leave entitlements and pro-rata payment of long service leave entitlements if the Team Member has 7 years completed service; and

- (d) outplacement support at no cost to the Team Member to assist with future job placement.

Time off for job search

- 29.5 During the period of notice of termination given by the Company in accordance with clause 29.4, n Team Member will be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking alternative employment.
- 29.6 If the Team Member has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Team Member will, at the request of the Company, be required to produce proof of attendance at an interview. For this purpose a statutory declaration will be sufficient.
- 29.7 The entitlements under this clause apply in lieu of the provisions of clause 28.9.

PART 4 – CLASSIFICATIONS AND WAGES

30. Classifications and ORP

- 30.1 The classifications under this Agreement are set out in **Appendix 1**.
- 30.2 The Company will pay Team Members no less than the ORP set out in **Appendix 3** for performing ordinary hours of work under their assigned classification as defined in **Appendix 1**.

31. Allowances

- 31.1 The Company must pay a Team Member the allowances the Team Member is eligible for under **Appendix 2**.
- 31.2 None of the allowances set out in **Appendix 2** are all-purpose allowances and are therefore not used in the calculation of any other rate.

32. Overtime

Definition of overtime

- 32.1 Unless otherwise stated, overtime work is any work performed outside ordinary hours on any day or shift as defined by clauses 13 to 16.
- 32.2 A Team Member must have completed their ordinary hours before overtime payment commences for such day, except where failure to do so is due to causes outside the Team Member's control or where time off has been with the Company's consent.
- 32.3 Overtime work for a part-time Team Member is set out in clause 46.
- 32.4 Overtime will not be payable in the case of a change of shifts arranged between Team Members themselves. Such arrangements must have the approval of the Company and such approval will not be withheld without good reason.

Payment for working overtime

- 32.5 Team Members will be paid the following rates for overtime worked:
- (a) 150% of the ORP for the first 3 hours; and
 - (b) 200% of the ORP thereafter.

Requirement to work reasonable overtime

- 32.6 The Company may require any Team Member to work reasonable overtime at overtime rates and such Team Member will work overtime in accordance with such requirement. The Union will not in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation or restriction upon the working of overtime in accordance with the requirement of this clause. A Team Member will be able to reasonably refuse overtime in accordance with the NES.

Transport of Team Members after overtime

- 32.7 When a Team Member, after working overtime or a shift for which they have not been regularly rostered, finishes work at a time when reasonable means of transport are not available, the Company will provide or pay for transport to their home, or pay the Team Member ordinary wage for the time reasonably occupied in reaching the Team Member's home.

Crib time

- 32.8 Unless the period of overtime is less than 1.5 hours, a Team Member before starting overtime after working ordinary hours of work will be allowed a meal break of 20 minutes which will be paid at ORP. The Company and the Team Member may agree to vary this

provision to meet the circumstances of the work in hand provided the Company will not be required to make any payment in respect of any time allowed in excess of 20 minutes.

Overtime on Saturday, Sunday or Public Holiday

- 32.9 A Team Member required to work on a Saturday, Sunday or Public Holiday will be provided with 3 hours' work or paid for 3 hours at the appropriate rate. However, this clause will not apply where the work is Continuous Work commencing on the previous day or extending into the following day.

33. Saturday Work

Any Team Member (other than a Team Member performing Seven-Day Shift Work) who is employed on a Saturday (normal hours) will for all time worked be paid 150% of their ORP for the first 3 hours' and 200% of their ORP thereafter.

34. Sunday Work

Any Team Member (other than a Team Member performing Seven-Day Shift Work) who is employed on a Sunday will for all time worked on that day be paid at the rate of 200% of their ORP. However, where, by agreement between the Company and the Union (and such agreement will not be unreasonably withheld) shifts are rearranged to commence on Sunday instead of Monday, the Team Member will be paid their ORP for Sunday work. In respect of Team Members at the Site, Team Members will be paid 200% of their ORP for the entire shift if any work is performed on a Sunday.

35. Shift Work Penalty Rates

- 35.1 The shift work penalty rates in clause 35:
- (a) will be calculated to the nearest cent with any fraction of a cent in the result less than half a cent being disregarded; and
 - (b) are based on when ordinary hours are worked.

Afternoon Shift and Night Shifts

- 35.2 A Team Member performing Continuous Work will be paid 15% extra of their ORP per shift when working Afternoon Shift or Night Shift.
- 35.3 A Team Member not performing Continuous Work and works Afternoon Shift or Night Shift will be paid 15% extra of their ORP for the entire shift.
- 35.4 A Team Member performing Seven-Day Shift Work and works Afternoon Shift or Night Shift will be paid 15% extra of their ORP for the entire shift.

Permanent Night Shifts

- 35.5 A Team Member who is required to work:
- (a) during a period of engagement on shift, on Night Shift only; or
 - (b) on Night Shift for a period longer than 4 consecutive weeks; or
 - (c) on a Night Shift which does not rotate or alternate with another shift or with day work so as to give him/her at least one third of the time off Night Shift in each 3 shift cycles,

must, during such engagement period or cycle, be paid 30% extra of their ORP for all time worked during ordinary hours of work.

Short shifts – Afternoon Shift and Night Shift

- 35.6 A Team Member who works on an Afternoon Shift or Night Shift which does not continue:
- (a) for at least 5 successive Afternoon Shifts or Night Shifts or 6 successive Afternoon or Night Shifts in a 6-day workshop (where no more than 8 ordinary hours are worked on each shift); or
 - (b) for at least 38 ordinary hours (where more than 8 ordinary hours are worked on each shift and the shift arrangement is in accordance clauses 14 or 15,
- must be paid for each shift 50% extra of the ORP for the first 3 hours and 100% extra of the ORP for the remaining hours.

Shift work on weekends

- 35.7 Despite clause 33, for work performed between 11:00pm on Friday and the ordinary ceasing time on Saturday, Team Members working shifts must be paid 50% extra of their ORP.
- 35.8 Team Members performing Seven-Day Shift Work must be paid:
- (a) 50% extra of their ORP for work performed between midnight Friday and midnight Saturday; and
 - (b) 75% extra of their ORP for work performed between midnight Saturday and midnight Sunday.

36. Mixed Functions

- 36.1 Any Team Member engaged in a higher classification for more than 2 ordinary hours on any particular day or shift will be paid for the full day or shift at the ORP for the higher classification. However, if the Team Member is so engaged for 2 hours or less, they will be paid at their ORP referable to their substantive classification.
- 36.2 Any Team Member who is transferred to a lower classification will be paid at the higher ORP for the remainder of the day or shift on which such transfer takes place and from the start of the next working day or shift they will be paid at the lower ORP.

37. Accident Pay

- 37.1 If a Team Member becomes entitled to weekly compensation payments under any State or Federal workers compensation legislation (**WCL**), the Company will pay to the Team Member an amount equivalent to the difference between:
- (a) the level of weekly compensation and any weekly wages earned or able to be earned if partially incapacitated; and
 - (b) the amount that would have been payable under this Agreement for the classification of work of the Team Member had been performing their normal duties. The rate to be paid to the Team Member 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 of work.
- 37.2 Accident make-up pay will not apply:
- (a) in respect of any injury during the first 5 normal working days of incapacity;
 - (b) to any incapacity occurring during the first 3 weeks of employment unless that incapacity continues beyond the first 3 weeks;
 - (c) during any period when the Team Member fails to comply with the requirements of WCL with regard to examination by a legally qualified medical practitioner;

- (d) where the injury for which the Team Member 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 Team Member failed to disclose the injury on engagement following a request to do so by the Company in circumstances where the Team Member knew or ought to have known about the nature of the injury;
- (e) where in accordance with WCL a medical practitioner provides information to the Company of a Team Member's fitness for work or specifies work for which a Team Member has a capacity and that work is made available by the Company but not started by a Team Member;
- (f) when the claim has been commuted or redeemed in accordance with WCL; or
- (g) in respect of any period of annual leave, long service leave or for any paid Public Holiday.

37.3 The maximum period or aggregate of periods of accident make-up pay to be made by the Company will be a total of 39 weeks for anyone injury.

37.4 An entitlement to accident make-up pay ceases on termination of the Team Member's employment, except where such termination:

- (a) is by the Company other than for reason of the Team Member's serious or wilful misconduct; or
- (b) arises from a declaration of bankruptcy or liquidation of the Company, in which case the Team Member's entitlement will be referred to the FWC to determine.

38. Supported Wage for Team Members with Disabilities

38.1 Team Members will, because of the effects of a disability, be eligible to receive a supported wage if they meet the terms set out in the Award as varied or replaced from time to time.

38.2 The wage rate to be paid to Team Members receiving a supported wage will be equivalent to the assessed capacity percentage of the ORP under **Appendix 3**. For example, if a Team Member is assessed as having 50% assessed capacity, they will be paid 50% of the ORP under **Appendix 3** relevant to their classification.

39. National Training Wage

Team Members who are eligible for a national training wage under the Award will be paid the minimum rates set out for trainees in the Award as varied or replaced from time to time, plus an additional 2.5%.

40. Salary Sacrifice into Superannuation

40.1 Team Members will have the opportunity to salary sacrifice for superannuation according to Company policies as varied from time to time which do not form part of this Agreement.

40.2 Team Members should seek their own financial advice before making a decision to salary sacrifice and the Company will not be held responsible for the outcomes of any decisions Team Members make in this regard. Any obligations of the Company to contribute to the fund by way of salary sacrifice will cease on the last day of such Team Member's employment with the Company.

41. Payment of Wages

41.1 Subject to clause 41.3, wages will be paid fortnightly by electronic funds transfer.

41.2 The Company will provide Team Members with pay slips in accordance with the Act.

41.3 Wages will be paid as follows:

- (a) not later than 3 ordinary working days following the end of the pay period for which the payment relates; or
- (b) not later than 4 ordinary working days following the end of the pay period for which the payment relates where a Public Holiday or a rostered day off occurs in the 3 ordinary working days after the pay period for which the payment relates; or
- (c) not later than the fifth ordinary working day following the end of the pay period for which the payment relates where Christmas Day and Boxing Day occur in the week following the pay period for which the payment relates.

42. Gift Cards

The Company will provide gift cards to eligible Team Members as follows:

- (a) a first gift card to the value of \$290 which will be given to eligible Team Members on or before the FFPP that is 30 days after this Agreement comes into operation. An eligible Team Member for the purposes of the first gift card is a Team Member employed at the time this Agreement comes into operation and is not in a period of notice of termination; and
- (b) a second gift card to the value of \$290 which will be given to eligible Team Members on or before the FFPP after 30 June 2025. An eligible Team Member for the purposes of the second gift card is a Team Member employed at 30 June 2025 and is not in a period of notice of termination.

PART 5 – COMPANY AND TEAM MEMBER RELATIONSHIP

43. Consultative Mechanism

The Team Members and their nominated representative (who may be the Union) may establish a consultative mechanism and procedures appropriate to the size, structure and needs of the Company.

44. Team Member Duties

44.1 In exchange for Team Members receiving their ORP, they must perform such work as the Company will from time to time require on the days and during the hours usually worked by the class of Team Member affected and in accordance with the terms of this Agreement including:

- (a) the Company may direct a Team Member to carry out such duties as are within the limits of the Team Member's skill, competence and training consistent with the classification structure of this Agreement provided that such duties are not designed to promote deskilling;
- (b) the Company may direct a Team Member to carry out such duties and use such tools and equipment as may be required provided that the Team Member has been properly trained in the use of such tools and equipment;
- (c) any direction issued by the Company pursuant to clauses 44(a) or 44(b) will be consistent with the Company's responsibilities to provide a safe and healthy working environment;
- (d) permanent Team Members are required by the Company not to undertake secondary employment that competes with the primary employment. Team Members will not attend work tired or unable to concentrate as a result of secondary employment and may be subject to termination. Casual secondary employment may be undertaken with written permission of the Company; and
- (e) while at work, Team Members are required to take reasonable care of their own safety and the safety of others who may be affected by their actions or omissions. Team Members must co-operate with any actions taken by the Company to comply with the appropriate health and safety legislation and regulations. Any person or body that manages or controls a workplace to any extent, must ensure that the workplace is safe and without risk to health. This duty is limited to matters over which the person has management control.

45. Probationary Employment

A new Team Member (other than a casual Team Member) will, for the first 3 months of employment, be employed from day to day at the ORP.

46. Part-time Employment

The Company may, in addition to employing full-time Team Members, employ part-time Team Members upon the following terms:

- (a) part-time employment will be employment for less than 38 hours per week but not less than 15 hours per week on a regular and continuous basis provided that hours of part-time work between 30 and 38 will be subject to agreement between the Team Member and the Company;
- (b) part-time Team Members will be rostered to work regular hours on regular days in accordance with this Agreement for permanent Team Members. The roster will be

established with the agreement of the Team Member concerned. Changes to the roster will only be made following consultation with, and agreement of, the Team Members concerned;

- (c) part-time Team Members will be paid the ORP for working ordinary hours and, in addition, will be entitled to shift penalties on a pro rata basis, if applicable;
- (d) part-time Team Members will be entitled to payments in respect of annual leave, Public Holidays, personal leave and compassionate leave arising under this Agreement on a proportionate basis, calculated on the ordinary hours of work the Team Member would have worked in accordance with this clause;
- (e) a part-time Team Member who works outside the ordinary hours under this clause will be paid overtime in accordance with clause 32;
- (f) part-time Team Members will be entitled to equal access to all training and promotional opportunities;
- (g) part-time Team Members will not be subject to any form of discrimination in the case of redundancies;
- (h) a full-time Team Member who wishes to convert to part-time employment will be permitted to do so, if the Company agrees and subject to the conditions set out in this clause. If such a Team Member transfers from full-time to part-time employment, all accrued Agreement conditions and legislative rights will be maintained, and employment will be deemed to be continuous provided that no break in service occurs. Following transfer to part-time employment accrual will occur in accordance with the provisions relevant to part-time employment in this Agreement;
- (i) a full-time Team Member who requests part-time work and is given such work may revert to full-time employment on a specified future date by agreement with the Company and recorded in writing;
- (j) no existing full-time Team Member will be transferred by the Company to part-time employment without the written consent of the Team Member; and
- (k) the Company will not terminate a full-time Team Member with the intention of reemployment as a part-time Team Member.

47. Casual Employment

- 47.1 Casual Team Member means a Team Member engaged and paid as such.
- 47.2 A casual Team Member is a Team Member who is engaged on the basis that the Company makes no firm advance commitment to continuing and indefinite work according to an agreed pattern of work for the Team Member. The Company can elect to offer engagements to casual Team Members from time to time on an hourly basis, which the casual Team Member may choose to accept or decline. A casual Team Member has no guaranteed hours of work and will be required to work according to the needs of the Company.
- 47.3 For each hour worked, a casual Team Member will be paid no less than the hourly ORP for their classification under **Appendix 1**, plus a casual loading of 25%. This rate is an all-purpose rate except in relation to the calculation of allowances under **Appendix 2**.
- 47.4 The casual loading is intended to compensate for entitlements a casual Team Member does not have including paid annual leave, paid personal / carer's leave, paid compassionate leave, payment for absence on a Public Holiday, payment in lieu of notice of termination, redundancy pay and entitlements under this Agreement that do not apply to casual Team Members. The casual loading may be set off against any claims relating to those entitlements.

- 47.5 Casual Team Members must be paid for a minimum of 4 consecutive hours of work on each occasion they are required to attend work. per engagement. To meet their personal circumstances a casual Team Member may request, and the Company may agree, to an engagement for no less than 3 consecutive hours.
- 47.6 Casual Team Members may work in secondary employment, so long as it does not detrimentally affect the performance of the Team Member to fulfil their for the primary Company safely. No secondary employment may be partaken within 10 hours prior to the start of a shift for the Company for safety purposes.

Casuals not employed directly by the Company

- 47.7 The Company agrees that work:
- (a) that is performed by persons who are not directly employed by the Company; and
 - (b) that would otherwise be covered by this Agreement,
- will only be accepted by the Company if those persons who perform the work receive the same rates of pay and conditions as workers covered by this Agreement.
- 47.8 To comply with clause 47.7, the Company will provide the labour hire agency with a copy of this Agreement and if the labour hire agency do not at least match the rates and conditions in this Agreement, the Company will review any ongoing relationship with the relevant labour hire agency.

48. Abandonment of Employment

- 48.1 The absence of a Team Member from work for a continuous period exceeding 3 working days without the consent of the Company and without notification to the Company will be prima facie evidence that the Team Member has abandoned their employment.
- 48.2 If within a period of 14 days from:
- (a) their last attendance at work; or
 - (b) the date of their last absence in respect of which notification has been given or consent has been granted,
- a Team Member has not established to the satisfaction of the Company that they were absent for reasonable cause, they will be deemed to have abandoned their employment.
- 48.3 Termination of employment by abandonment in such circumstances will operate as from the date of the last attendance at work or the last day's absence in respect of which consent was granted, or the date of the last absence in respect of which notification was given to the Company, whichever is the later.

49. Absence from Duty

A Team Member failing to attend for duty will lose pay for the time of such non-attendance except as provided for elsewhere in this Agreement.

50. Tools of Trade

- 50.1 The Company will provide all tools of trade.
- 50.2 The Company may require any Team Member to sign a receipt for any tools issued to such Team Member.
- 50.3 A Team Member who has been provided by the Company with facilities to lock up tools at the end of each shift will be held responsible for the safe custody of tools issued to them and will replace or pay for any tools so provided if lost through their negligence.

51. Protective Clothing

The Company will supply the appropriate uniforms and protective clothing to all Team Members as and when required.

52. Stand Down of Team Members

- 52.1 Notwithstanding anything elsewhere contained in this Agreement, the Company may stand down a Team Member without pay during a period in which the Team Member cannot usefully be employed because of one of the following circumstances:
- (a) industrial action (other than industrial action organised or engaged in by the Company);
 - (b) a breakdown of machinery or equipment, if the Company cannot reasonably be held responsible for the breakdown; or
 - (c) a stoppage of work for any cause for which the Company cannot reasonably be held responsible.
- 52.2 Clause 52.1 is subject to the following conditions:
- (a) when the Company proposes to exercise the right conferred by this clause, they will notify the Team Member. During the period such notification remains in force the Team Member will be deemed to be stood down for the purpose of this clause;
 - (b) any Team Member who is stood down under this clause will be treated for all purposes (other than payment of wages) as having continuity of service and employment notwithstanding such standing down;
 - (c) any Team Member who is stood down under this clause may at any time during the period of stand down terminate their employment in writing without notice and will be entitled to receive as soon as practicable all wages and other payments to which there was an entitlement at the time of termination;
 - (d) any Team Member who terminates their employment under clause 52.2(c) will for all purposes (other than payment in lieu of notice) be treated as if their employment had been terminated by the Company;
 - (e) any Team Member who is stood down under this clause will be at liberty to take other employment, and in the event of their so doing it will be reasonable excuse for not reporting for duty after being notified that they are required to attend for work with the Company that they are working out a period of notice not exceeding 2 weeks which they are required to give in such other employment. A Team Member claiming this excuse must provide a statutory declaration with evidence of the other position;
 - (f) any Team Member whom the Company proposes to stand down under this clause will be entitled to elect to take any paid annual leave to which they are entitled or which is accruing to them;
 - (g) Team Members who are stood down under this clause are entitled to be paid for Public Holidays, if they would have otherwise been entitled to payment under this Agreement except to the extent that a Team Member has become entitled to payment for the Public Holiday in other employment. A Team Member claiming payment for a Public Holiday from the Company will, if required by the Company, furnish a statutory declaration setting out details of any other employment during this period and of the remuneration received from that employment.

53. Travelling, Transport and Fares

- 53.1 Where a Team Member is directed to perform work at a location other than their usual place of work, the following terms apply:
- (a) if the location of work is within the Greater Melbourne Area, all travel time reasonably spent in excess of the time usually taken in travelling to and from their home to their usual place of work will be paid at the ORP;
 - (b) if the location of work is within a Regional / Country Region of Victoria or is interstate, all travel time from their home or usual place of work (and return) will be paid:
 - (i) at the ORP for travel within ordinary hours of work;
 - (ii) for travel time outside of ordinary hours of work, at the overtime rates for travel on weekdays and Saturdays;
 - (iii) for travel time outside of ordinary hours of work, at the rate of time and a half for travel on Sundays and Public Holidays,
with a maximum of 8 hours out of any period of 24 consecutive hours commencing at 8:00am on any day.
- 53.2 The terms and conditions on which Team Members may claim reimbursement for business travel and related expenses are set out in Company policies. The policies may vary from time to time and do not form part of this Agreement.
- 53.3 If so directed, Team Members will present themselves for work on outside jobs at the usual starting time and will work up to the usual finish time.

54. Disciplinary Procedure

- 54.1 If the Company wishes to take disciplinary action against a Team Member for conduct or performance issues, it will follow a procedurally fair process and the provisions of this clause.
- 54.2 What is procedurally fair will depend on the individual circumstances of each case but ordinarily would require:
- (a) for conduct issues – that an allegation be put to a Team Member and they be allowed to answer it before a final decision is made;
 - (b) for performance issues – that a Team member is allowed to respond to performance concerns or to improve their performance over a reasonable period of time;
 - (c) for video evidence relevant to misconduct allegations or performance issues – the evidence be put to a Team Member and they be allowed to respond before a final decision is made.
- 54.3 At discipline or termination interviews, a Union delegate, or other nominated representative, will be advised of the interview and will be given the opportunity to attend the interview unless the Team Member requests that the Union delegate not attend.
- 54.4 A Team Member may be suspended with pay if the Company determines it is necessary to do so (for example, if it is alleged a Team Member has engaged in misconduct). Without limiting the Company's ability to suspend a Team Member's employment, in a situation where the Company is required to investigate a disciplinary incident or complaint, it may be necessary to suspend a Team Member from employment (with or without loss of pay) while the investigation is being undertaken, where a Team Member's alleged actions are the subject of the investigation.
- 54.5 It is the intention of the Parties to finalise workplace investigations within a reasonable timeframe.
- 54.6 Any warning given under clause 54 will expire after 12 months and cease to have effect.

PART 6 – EDUCATION AND TRAINING

55. Training

- 55.1 The Parties recognise that in order to increase the efficiency, productivity and international competitiveness of the Company, an ongoing commitment to training and skill development is required. Accordingly, the Parties commit themselves to:
- (a) developing a more highly skilled and flexible workforce;
 - (b) providing Team Members with career opportunities through appropriate training to acquire additional skills; and
 - (c) removing barriers to the utilisation of skills acquired.
- 55.2 Where it is agreed that training should be undertaken by a Team Member, that training may be undertaken either 'on' or 'off the job'. If the training is undertaken during ordinary working hours the Team Member concerned will not suffer any loss of pay. The Company must not unreasonably withhold such paid training leave.
- 55.3 The Company will reimburse the following costs incurred by a Team Member when undertaking Company approved training:
- (a) all up front course fees and the costs of prescribed textbooks (including those textbooks which are available in the Company's technical library). Reimbursement of such costs will be made by the Company in the first full pay period after the Team Member produces evidence of such expenditure; and
 - (b) any further course fees or additional textbooks will be reimbursed by the Company in the first full pay period after the Company receives evidence that the Team Member is making satisfactory progress.
- 55.4 The Company will reimburse a Team Member for reasonable travel costs incurred whilst undertaking training in accordance with clause 55 which exceed those normally incurred in travelling to and from work.

56. Once Only Level 1 to Level 2 Progression

Within 7 days of this Agreement coming into operation, the Company will offer Team Members classified as Level 1 (Process Worker) under **Appendix 1** the opportunity to be reclassified as Level 2 (Machine Operator) under the following conditions:

- (a) Team Members must confirm they wish to be reclassified as Level 2 within 7 days of the Company's offer;
- (b) within 3 months of the date of approval of this Agreement, the Company will provide Team Members who wish to progress to Level 2 with training and support to enable them to satisfactorily perform the tasks and duties assigned to Level 2; and
- (c) Team Members participating in the training under this clause will start receiving the ORP applicable for Level 2 from the FFPP that is 30 days after this Agreement comes into operation; and
- (d) Team Members who do not wish to be reclassified or fail to participate in the training offered by the Company will remain classified as Level 1 under **Appendix 1** and will have no entitlement to receive the ORP for Level 2.

PART 7 – COMPANY AND UNION RELATIONSHIP

57. Workplace Delegates

- 57.1 A workplace delegate is a person appointed or elected, in accordance with the rules of the Union or any other registered employee organisation (**REO**), to be a delegate or representative for members of the Union / REO who are covered by this Agreement (**Delegate**).
- 57.2 Before exercising entitlements under clauses 58 to 59, a Delegate must give the Company written notice of their appointment or election as a Delegate. If requested, the Delegate must provide the Company with evidence that would satisfy a reasonable person of their appointment or election.
- 57.3 A Team Member who ceases to be a Delegate must give written notice to the Company within 14 days.
- 57.4 A Delegate's entitlements under clauses 58 to 59 are subject to the conditions that the Delegate must, when exercising those entitlements:
- (a) comply with their duties and obligations as a Team Member;
 - (b) comply with the reasonable policies and procedures of the Company, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;
 - (c) not hinder, obstruct or prevent the normal performance of work; and
 - (d) not hinder, obstruct or prevent Team Members exercising their rights to freedom of association.
- 57.5 If an entitlement of a Delegate under the Award is more favourable to the Delegate than an entitlement under clauses 58 to 59, the entitlement in the Award applies instead of the entitlement under clauses 58 to 59.

58. Delegate Access to Training

- 58.1 Subject to the clauses below, Delegates will be granted up to 5 days leave with pay each calendar year, not cumulative, to attend training related to representation of the industrial interests of team members.
- 58.2 Not less than 2 weeks before the training (or such lesser period of notice as may be agreed by the Company), the Delegate must give the Company in writing the dates, nature, content and duration of the course to be attended.
- 58.3 Not less than 2 weeks from the day on which the training is scheduled to commence, the Company will advise whether the Delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.
- 58.4 Leave of absence granted pursuant to this clause will count as service for all purposes of this Agreement.
- 58.5 Payment for a day of paid time during normal working hours is payment of the amount the Delegate would have been paid for the hours the 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.
- 58.6 If requested, a 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.

59. Delegate's Rights of Representation and Communication

- 59.1 A Delegate may represent the industrial interests of Team Members who wish to be represented by the Delegate in matters set out in the Award. This clause does not require a Team Member to be represented by a Delegate without the Team Member's agreement.
- 59.2 A Delegate may communicate with Team Members for the purpose of representing their industrial interests under clause 59.1. This includes discussing membership of the Union/REO and representation with Team Members.
- 59.3 A Delegate may communicate with Team Members during working hours or work breaks, or before or after work.

Access to Site facilities

- 59.4 Delegates will have reasonable access to or use of workplace facilities to perform their role, including a private meeting room and access to a telephone, email, intranet and photocopier.
- 59.5 The Company will provide a notice board in the lunch or dining area or in some other prominent position at the Site.
- 59.6 The Company is not required to provide access to or use of a workplace facility if:
- (a) the Site does not have the facility;
 - (b) due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or
 - (c) the Company does not have access to the facility at the Site and is unable to obtain access after taking reasonable steps.

Induction of new Team Members

- 59.7 Delegates will be given adequate paid time to meet with new Team Members and any labour hire workers performing work that would otherwise be covered by this Agreement for the purposes of introducing and explaining this Agreement and Union/REO matters. Except where otherwise agreed, this will occur at the induction of such persons.

Delegate's on-site business

- 59.8 Delegates will be allowed, subject to prior notification to their supervisor, reasonable paid time to conduct legitimate on-site Union/REO business with Team Members including collection of information.

Delegate's off-site business

- 59.9 In addition, Delegates will be allowed reasonable time off the Site on Union/REO business without loss of pay by prior agreement with the Company. This agreement will not unreasonably withheld.

60. Other Union Representatives

- 60.1 An authorised Union official or employee is entitled to enter the Site at all reasonable times upon the premises, provided the representative does not interfere unreasonably with the Company's business, for the following purposes:
- (a) involvement under clause 12; and
 - (b) distributing written information to Union delegates or Team Members.
- 60.2 These purposes are separate from the right of entry provisions under the Act to investigate suspected contraventions or to hold discussions.

Union meetings

- 60.3 An authorised Union official or employee is entitled to hold paid meetings with Union members to discuss matters concerning the terms of the Agreement.
- 60.4 The Company will allow paid meetings from time to time. The meetings will be held at the end of the shift.
- 60.5 For each Team Member that attends the meeting, the Company will pay up to 30 minutes at the appropriate rate.
- 60.6 The Union is required to provide at least one week's notice prior to the scheduled date of the proposed meeting.

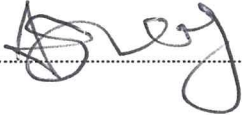
61. Payroll Deductions

- 61.1 Where written authority is provided by the Team Member to the Company specifying the amount of the deduction and that it may be withdrawn in writing by the Team Member at any time, the Company will deduct Union membership fees from the Team Member's wages.
- 61.2 The Union will advise the Company and Team Members in writing if there are any increases to their membership fees. Any variation in the amount of the deduction must be authorised by the Team Member in writing and provided to the Company. A Team Member may authorise multiple or ongoing deductions including amounts as varied from time to time.

PART 8 – SIGNATORIES

The persons below sign this Agreement in accordance with Regulation 2.06A of the *Fair Work Regulations 2009*.


1. SIGNATURE OF THE COMPANY COVERED BY THE AGREEMENT:

Full name: ASHLEIGH CRAT Position: P&C PARTNER
Signature:  Date: 14-10-24

Address: 150 Wells Road, Chelsea Heights, Victoria, 3196

Explanation of authority to sign: section 126 of the Corporations Act.

2. SIGNATURE OF A TEAM MEMBER COVERED BY THE AGREEMENT:

Full name: SHERIAN DICKSON Position: LEADING HAND
Signature:  Date: 14-10-24

Address: 150 Wells Road, Chelsea Heights, Victoria, 3196

Explanation of authority to sign: a representative of the Team Members covered by the Agreement by reason of being typical of the class of Team Members covered by this Agreement.

3. SIGNATURE OF A BARGAINING REPRESENTATIVE COVERED BY THIS AGREEMENT:

Name of Employee Organisation: United Workers Union

A.B.N.: 52 728 088 684

Address: 833 Bourke Street

Suburb: Docklands VIC Postcode: 3008

Name of signatory: Larissa Harrison Position: Director, Strategic Power

Signature:  Date: 22 October 2024

Explanation of authority to sign: an employee organisation that is a bargaining representative under section 176(1)(b) of the Act and rule 62 of the registered Rules of the United Workers' Union.

APPENDIX 1 – CLASSIFICATIONS

1. Level 1 – Process Worker

Level 1 is an entry level and requires a Team Member who, at the commencement of work in the area, during initial training and following completion of training, is able to perform the following:

- (a) Routine duties essentially of a manual nature and to the level of their training.
- (b) Routine duties associated with the relevant manufacturing process, labouring, warehousing and cleaning duties.
- (c) Indicative tasks which a Team Member at this level may perform are:
 - (i) repetitive work on automatic, semi-automatic or single purpose machines or equipment;
 - (ii) operation of hand trolleys, pallet trucks and other mobile equipment including fork-lifts in accordance with relevant licensing and training;
 - (iii) housekeeping, stock checks, maintaining records including quality checks / inspections relevant to the role and assisting Machine Operators;
 - (iv) allocating and retrieving goods from specific warehouse areas;
 - (iv) use of selected hand tools.

2. Level 2 – Machine Operator

Level 2 is a Team Member who has completed the necessary training to enable the Team Member to perform the following:

- (a) A Team Member at this level has the capability to conduct Level 1 – Process Worker skills and tasks and on completion of the relevant training is able to perform the following:
 - (i) the ability to work in a team environment or work individually under general supervision; and
 - (ii) to understand and undertake basic quality control inspections/assurance procedures including the ability to recognise basic quality deviation/faults.
- (b) Indicative Tasks which a Team Member at this level may perform are:
 - (i) repetitive work on automatic, semi-automatic or single purpose machines or equipment;
 - (ii) assembling components using basic written, spoken and/or diagrammatic instructions in an assembly environment;
 - (iii) ability to measure accurately using gauges and meters;
 - (iv) maintaining records;
 - (v) performing basic test functions;
 - (vi) trimming/cutting/sealing or wrapping finished goods;
 - (vii) operates machinery that requires set up skills; and
 - (vii) operates multi-headed extruders, mixing machines where duties require significant set up and operating skills.

3. Level 3 – Leading Hand

A Team Member at this level is competent to undertake the work and skills required as a Level 2 – Machine Operator and/or Level 1 – Process Worker, performs work above and beyond the skill levels of these roles and is trained and competent to perform the following:

- (a) Works from complex instructions and procedures and exercises discretion within the limit of their skills.
- (b) Indicative tasks which a Team Member at this level may perform are:
 - (i) using precision measuring instruments;
 - (ii) maintaining records;
 - (iii) machine setting, loading and operation;
 - (iv) inventory and store control including:
 - operation of hand trolleys, pallet trucks and other mobile equipment including fork-lifts, in accordance with relevant licensing and training; and
 - use of tools and equipment within the scope of (basic non-trades) maintenance;
 - (v) basic engineering and fault finding skills.
- (c) Is responsible for their own safety and the safety of their team.

4. Level 4 – Supervisor

A Team Member at this level is competent to undertake the work and skills required as a Level 3 Leading Hand and a Level 2 – Machine Operator and/or a Level 1 – Process Worker, performs work above and beyond the skill levels of these roles and is trained and competent to perform the following:

- (a) Assists in the provision of on-the-job training.
- (b) Coordinates work in a team environment or works individually under general supervision.
- (c) Is responsible for assuring the quality of their work and the team.
- (d) Indicative tasks which a Team Member at this level may perform are:
 - (i) computer operation including intermediate key board skills;
 - (ii) performs basic quality checks on the work of others;
 - (iii) has a knowledge of the Company's operation as it relates to production process;
 - (iv) repairing and splicing belting on Site; and
 - (v) inventory and store control.

APPENDIX 2 – ALLOWANCES

1. Definitions and Table of Rates

Term	Meaning
Current Rates	The allowance rates that applied as at 29 June 2024 under the <i>Bega Dairy and Drinks Chelsea Blow Moulding Enterprise Agreement 2021</i>
Year 1 Rates	The allowance rates that start to apply from the FFPP after the date of operation of first full pay period this Agreement which are based on a 5.5% increase to the Current Rates
Year 2 Rates	The allowance rates that start to apply from the FFPP first full pay period after 30 June 2025 which are based on a 3.50% increase to the Year 1 Rates
Year 3 Rates	The allowance rates that start to apply from the FFPP first full pay period after 30 June 2026 which are based on a 3.50% increase to the Year 2 Rates

- 1.1 If there are any discrepancies between the formulas set out in the table above and the corresponding rates set out in paragraph 1.2 below, the rates in paragraph 1.2 will take precedence.
- 1.2 For Team Members who are eligible for the allowances under paragraph 2 of this Appendix, the following rates will apply:

Allowance	Current Rates \$	Year 1 Rates \$	Year 2 Rates \$	Year 3 Rates \$
First aid (per week)	18.83	19.87	20.57	21.29
Meal (per occasion)	17.50	18.46	19.11	19.78

2. Eligibility

First aid allowance

- 2.1 The Company will appoint at least one person trained to render first aid to be in charge of first aid on each day or shift to be known as a first aid attendant. This person will be paid a first aid allowance under paragraph 1 of this Appendix.
- 2.2 If a Team Member is appointed to act as a first aid attendant on a relief basis to cover an absence of one day or more, they will be paid the allowance on a pro-rata basis based on a 38-hour week whilst so acting.

Meal allowance

- 2.3 Subject to paragraphs 2.4 and 2.5, a Team Member required to work overtime for more than one hour without being notified of the requirement to work overtime no later than the:
- (a) previous day; or
 - (b) a previous Rostered Shift for shift workers,
- will be paid a meal allowance under paragraph 1 of this Appendix.
- 2.4 A meal allowance is not payable to a Team Member on Afternoon Shift or Night Shift working more than 2 hours overtime before they start their ordinary hours, where such Team Member has received notification from the Company at least 3 hours prior to the start of overtime on the same day.

- 2.5 If a Team Member is given the notice in paragraph 2.3 and is not required to work overtime, they will be paid the meal allowance for meals so provided save that if the Team Member concerned could not work overtime on account of a strike by the Union or any other union, or through any breakdown of machinery or any stoppage of work brought about by any cause whatsoever which the Company could not reasonably prevent.

Motor vehicle allowance

- 2.6 A Team Member who by agreement with the Company uses their own motor vehicle for business purposes will be paid an allowance of \$1.00 per kilometre and such amount is inclusive of any reimbursement under Company policy.

3. Allowance Back Payment

- 3.1 For the purpose of paragraph 3 of this Appendix, **Back Pay Period** means the period from commencement of the FFPP after 30 June 2024 (or, for Team Members or labour hire workers who commenced employment/engagement after this date, from commencement of employment/engagement) until the day prior to when the Year 1 Rates apply.
- 3.2 Subject to paragraph 3.3 below, eligible full-time, part-time and casual Team Members as well as labour hire workers employed/engaged by the Company at the date this Agreement comes into operation and who have been continuously employed/engaged since 30 June 2024 will be paid a back payment of those allowances set out in the table in paragraph 1.2 of this Appendix that were paid in the Back Pay Period and which would have been covered by this Agreement if it had been in operation during that period (**Allowance Back Payment**).
- 3.3 The terms set out in paragraphs 3.4 and 3.5 of **Appendix 3** apply by substituting the words "Wage Back Payment" with "Allowance Back Payment".

APPENDIX 3 – ORDINARY RATES OF PAY

1. Definitions

Term	Meaning
Classification	Refers to the classifications set out in Appendix 1
Current Rates	The ORP that applied as at 29 June 2024 under the <i>Bega Dairy and Drinks Chelsea Blow Moulding Enterprise Agreement 2021</i>
Year 1 Rates	The ORP that applies from the FFPP after the date of operation of this Agreement which is based on a \$2.00 increase per hour to the Current Rates
Year 2 Rates	The ORP that applies from the FFPP after 30 June 2025 which is based on a 3.5% increase to the Year 1 Rates
Year 3 Rates	The ORP that applies from the FFPP after 30 June 2026 which is based on a 3.5% increase to the Year 2 Rates

- 1.1 If there are any discrepancies between the formulas set out in the table above and the corresponding rates set out in paragraph 2 of this Appendix, the rates in paragraph 2 of this Appendix will take precedence.

2. Table of Rates – ORP

Classification	Current Rates (\$ per hour)	Year 1 Rates (\$ per hour)	Year 2 Rates (\$ per hour)	Year 3 Rates (\$ per hour)
Level 1 – Process Worker	30.29	32.29	33.42	34.59
Level 2 – Machine Operator	32.83	34.83	36.05	37.31
Level 3 – Leading Hand	35.40	37.40	38.71	40.06
Level 4 – Supervisor	40.43	42.43	43.92	45.46

- 2.1 Refer to clause 47.3 for casual Team Members.

3. Wage Back Payment

- 3.1 For the purpose of paragraph 3 of this Appendix, **Back Pay Period** means the period from commencement of the FFPP after 30 June 2024 (or, for Team Members or labour hire workers who commenced employment/engagement after this date, from commencement of employment/engagement) until the day prior to when the Year 1 Rates apply.
- 3.2 Subject to eligibility in paragraph 3.5 below, full-time, part-time and casual Team Members as well as labour hire workers employed/engaged by the Company at the date this Agreement comes into operation and who have been continuously employed/engaged since 30 June 2024 will be paid a back payment for:
- (a) the ordinary hours of work; and
 - (b) any paid leave taken; and
 - (c) any loadings paid; and
 - (d) any overtime paid; and
 - (e) any penalty rates paid; and

(f) any shift work penalty rates

in the Back Pay Period which would have been covered by this Agreement if it had been in operation during that period (**Wage Back Payment**).

3.3 The Wage Back Payment will be calculated based on the difference between the amount that the Team Member/labour hire worker would have received under this Agreement had the Year 1 Rates been applicable during the Back Pay Period and the amount which was paid to the Team Member/labour hire worker.

3.4 The Wage Back Payment will be paid on or before the FFPP that is 30 days after this Agreement comes into operation.

Eligibility

3.5 The Wage Back Payment:

(a) will apply to Team Members who were employed by the Company or a related body corporate of the Company prior the 30 June 2024 and transferred to a position covered by this Agreement during the Back Pay Period. In this case, the Wage Back Payment will be calculated from the FFPP after the Team Member commenced the position which would have been covered by this Agreement, if it had been in operation, to the end of the last FFPP prior to this Agreement coming into operation; and

(b) will not apply to Team Members who are in a period of notice of termination of employment on the date this Agreement comes into operation.