

Ferristex Pty Ltd
Enterprise Agreement
2024-2027

1. TITLE

This agreement shall be known as Ferristex Pty Ltd Enterprise Agreement 2024 - 2027.

2. ARRANGEMENT

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ATTACHMENT A- TEXTILE, CLOTHING, FOOTWEAR AND ASSOCIATED INDUSTRIES AWARD 2020

3. APPLICATION OF THIS AGREEMENT

This agreement shall apply to all employees of Ferristex Pty Ltd engaged at the company's workplace at 128 Ferris Road Melton, Victoria 3337 and who are covered by the *Textile, Clothing, Footwear and Associated Industries Award 2020*.

4. DEFINITIONS

Agreement or this Agreement or 2024-2027 Enterprise Agreement means the Ferristex Pty Ltd Enterprise Agreement 2024-2027 , made and approved in accordance with the *Fair Work Act 2009*.

TCF Award or TCF Award 2020 means the *Textile, Clothing, Footwear and Associated Industries Award 2020* (including any varied, replacement, consolidated, modernised or new award of the Fair Work Commission (FWC) and which represents more beneficial conditions or standards for employees under this Agreement)

Company means Ferristex Pty Ltd

Employer means Ferristex Pty Ltd

Employees mean all present and future employees of the Company who are engaged by the Company to perform work in the job classifications covered in this Agreement and Employee means any one member of this group.

FWC means the Fair Work Commission, an industrial body established pursuant to the Fair Work Act 2009 (including without limitation, any successor or replacement body, organization or tribunal, however described).

FW Act or Act means the Fair Work Act 2009.

NES means the National Employment Standards established under the Fair Work Act 2009.

CFMEU Manufacturing Division or Union means the Construction, Forestry and Maritime Employees Union – Manufacturing Division, an organization registered under the *Fair Work Registered Organisations Act 2009*.

5. COMMENCEMENT DATE AND PERIOD OF OPERATION

5.1 This agreement will operate from seven days after approval by the FWC and has a nominal expiry date of 30 June 2027.

5.2 Renegotiation and Review

- (a)** The Employer, the CFMEU – Manufacturing Division and the employees agree to bargain collectively in relation to the renewal, extension, variation or renegotiation of this Agreement. The Employer acknowledges that the CFMEU – Manufacturing Division is the legitimate bargaining representative for its members covered by this Agreement, and for any other employees who so elect (and where the CFMEU – Manufacturing Division agrees) to have the CFMEU – Manufacturing Division as their bargaining representative. The Employer will not take any action, or engage in conduct which is designed to undermine the legitimate role of the CFMEU – Manufacturing Division as a bargaining representative.
- (b)** The Employer, the CFMEU – Manufacturing Division and employees agree to commence negotiations for a new collective agreement to succeed this Agreement at least six (6) months prior to the nominal expiry date of this Agreement. These negotiations will be conducted for a collective agreement and the employer will not offer or enter into, any statutory individual agreements.
- (c)** Should negotiations for a new collective Agreement not be finalised prior to the nominal expiry date of this Agreement, the rates of pay and all terms and conditions contained in this Agreement will continue to be observed for all employees by the Employer. Unless agreed between the Employer, the CFMEU – Manufacturing Division and the employees, this Agreement will not be terminated.

6. PARTIES TO THE AGREEMENT

The parties to, and/or covered by this Agreement are:

- (a)** Ferristex Pty Ltd at 128 Ferris Road Melton, Victoria 3337;
- (b)** All employees of Ferristex Pty Ltd at 128 Ferris Road Melton, Victoria 3337, who are covered by the TCF Award 2020.
- (c)** Construction, Forestry and Maritime Employees Union – Manufacturing Division.

7. AIMS AND OBJECTIVES OF THIS AGREEMENT

7.1 It is the objective of the parties that this Agreement facilitates a collaborative partnership for the parties to work together to implement new business opportunities and improve work practices to the mutual benefit of Ferristex Pty Ltd and its employees.

- 7.2 The key objective of this partnership will be the development through consultation and agreement, of a flexible multi-skilled, competent workforce, which is responsive to opportunities to develop the business, and takes responsibility for identifying and implementing continuous improvements in all areas of the operation.

8. CONTRACT OF EMPLOYMENT

An employee must be ready, willing and available for work at all times during the hours usually worked by the employee to become entitled to payment under this Agreement.

9. RELATIONSHIP WITH THE AWARD AND NATIONAL EMPLOYMENT STANDARDS

- 9.1 This Agreement shall incorporate the provisions of the *Textile, Clothing, Footwear and Associated Industries Award 2020* (“the TCF Award 2020”), as incorporated, provided that where there is any inconsistency between this Agreement and the award the Agreement shall prevail to the extent of the inconsistency. Clause 5 – Award Flexibility, Clause 22.3 – Meal Allowance and Clause 18.4(a) – Meal Allowance related to Meal Breaks, shall not be incorporated into this Agreement. The terms of the TCF Award are contained at attachment A to this Agreement. Any variations to the TCF Award as incorporated which are more beneficial to an employee than a provision of this agreement will apply as a term of this agreement.
- 9.2 The minimum conditions of employment for employees covered by the Agreement are contained in the National Employment Standards (‘NES’) and the TCF Award.
- 9.3 Without limitation, any increase in, or enhancement to statutory minimum conditions, or provisions as a result of any decision of FWC or any other competent body effecting conditions of employment having general application throughout industry will apply to employees covered by this Agreement.
- 9.4 The earnings or conditions of employment of any employee will not be reduced or diminished as a consequence of the making of this Agreement. Further, existing over TCF Award payments, terms and conditions of employment shall continue to apply as if they were a term of this Agreement except where the terms of this Agreement expressly provide otherwise.
- 9.5 There will be no instance during the operation of this Agreement where the rates of pay, including allowances and loadings, in the TCF Award (or should minimum rates of pay be no longer contained in the TCF Award, the replacement minimum legal rates of pay applicable in the textile, clothing or footwear industry) will exceed those contained in this Agreement.
- 9.6 For the avoidance of doubt, provisions in this Agreement which deal with matters covered by the NES, and which provide more beneficial condition/s to an employee than those provided by the NES will continue to apply.

10. FULL-TIME EMPLOYMENT

The Employer may employ an employee on a full-time basis of 38 hours per week.

11. REGULAR PART-TIME EMPLOYMENT

Regular Part Time employment shall be in accordance with Clause 10 of Attachment A.

12. CASUAL EMPLOYMENT

12.1 A casual employee is an employee who is engaged in relieving work or work of a casual, irregular or intermittent nature, but does not include an employee who could properly be classified as a full-time or regular part-time employee.

12.2 A casual employee will be paid per hour $\frac{1}{38}^{\text{th}}$ of the weekly Agreement wage prescribed for the relevant classification plus a loading of 25%. This payment will compensate for the non-payment of personal/carer's leave, annual leave and public holidays.

12.3 On each occasion a casual employee is required to work, he/she is entitled to a minimum payment for 3 hours work.

12.4 Casual employees are entitled to penalty payments for overtime, shift work and work on public holidays in accordance with the provisions of this Agreement as they apply to permanent employees.

12.5 Casual employees may be paid at the end of each day or may agree to be paid weekly.

12.6 Casual employees are entitled to superannuation payments in accordance with Clause 23 - SUPERANNUATION.

12.7 A casual employee will be engaged by the hour. Employment can be terminated by either the giving of one hour's notice by either the employee or the Employer or the payment or forfeiture of one hours wages.

12.8 Caring responsibilities

- (a)** Subject to the evidentiary and notice requirements in 12.9 and 12.10, casual employees are entitled to not be available to attend work, or to leave work:
 - (i)** if they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child; or
 - (ii)** upon the death in Australia of an immediate family or household member.

- (iii)** The Employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance
- (iv)** The Employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of the Employer to engage or not to engage a casual employee are otherwise not affected

12.9 Employee must give notice

- (a)** For the provisions of sub-clause 12.8, the employee shall, where practicable, prior to the commencement of his/her working hours, notify the Employer of his/her inability to attend for duty. If this is not reasonably practical the employee will inform the Employer within 24 hours of the commencement of the absence
- (b)** The notice must include:
 - (i)** the nature of the injury or illness (if known); and
 - (ii)** how long the employee expects to be away from work
 - (iii)** If it is not practicable for the employee to give notice of absence, the employee must notify the Employer by telephone at the first opportunity
- (c)** The notice for leave to care for an immediate family or household member must include:
 - (i)** the name of the person requiring care and support and the relationship to the employee;
 - (ii)** the reasons for taking such leave; and
 - (iii)** the estimated length of absence.
- (d)** If it is not practicable for the employee to give prior notice of absence, the employee must notify the Employer by telephone at the first opportunity

12.10 Evidence supporting claim

- (a)** When taking leave for personal injury or sickness, the employee must, if required by the Employer, establish by production of relevant documentary evidence that the employee was unable to work because of injury or personal illness.
- (b)** When taking leave to care for an immediate family or household member, the employee must, if required by the Employer, establish by production of relevant documentary evidence, the illness of the person concerned and that the illness is such as to require care by another

- (c) When taking leave to care for members of their immediate family or household who require care due to an unexpected emergency, the
- (d) employee must, if required by the Employer, establish by production of relevant documentary evidence, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

12.11 Conversion of casuals

- (a) The Employer will take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.
- (b) A casual employee engaged by the Employer on a regular and systematic basis for a sequence of periods of employment under this award during a calendar period of six months will thereafter have the right to elect to have their ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (c) The employer of such a casual employee must give the employee notice in writing of the provisions of this subclause within four weeks of the employee having attained such period of six months. However, the employee retains their right of election under this subclause if the Employer fails to comply with this notice requirement.
- (d) Any casual employee who has a right to elect upon receiving notice or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that the employee seeks to elect to convert their ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the Employer must consent to or refuse the election, but will not unreasonably so refuse.
- (e) Where the Employer refuses an election to convert, the reasons for doing so must be fully stated and discussed with the employee concerned, and a genuine attempt will be made to reach agreement.
- (f) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert their ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (g) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the Employer.
- (h) If a casual employee has elected to have their contract of employment converted to full-time or part-time employment, the Employer and employee will, in accordance with this paragraph, and subject to clause 12.11(d), discuss and agree upon:

- (i) whether the employee will convert to full-time or part-time employment; and
 - (ii) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award.
- (i) Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert their contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert their contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.
 - (j) Following an agreement being reached the employee will convert to full-time or part-time employment.
 - (k) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this clause.

13. NOTICE OF TERMINATION

13.1 Notice of termination by employer

- (a) In order to terminate the employment of an employee the Employer must give to the employee the period of notice specified in the table below:

Period of continuous service	Period of notice
1 year or less	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- (b) In addition to the notice in 14.1(a), employees over 45 years of age at the time of the giving of the notice and has completed at least two years continuous service are entitled to an additional week's notice

- (c) Payment in lieu of the prescribed notice in 14.1(a) and 14.1(b) must be made if the appropriate notice period is not required to be worked. Provided that employment may be terminated by the employee working part of the required period of notice and by the Employer making payment for the remainder of the period of notice.
- (d) The period of notice in this clause does not apply:
 - (i) in the case of dismissal for serious misconduct;
 - (ii) to employees engaged for a specific period of time or for a specific task or tasks;
 - (iii) to trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement; or
 - (iv) to casual employees.
- (e) Continuous service shall be calculated in the manner prescribed by the *Fair Work Act 2009*.

13.2 Notice of termination by an employee

- (a) The notice of termination required to be given by an employee is the same as that required of the Employer, save and except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.

13.3 Job search entitlement

Where the Employer has given notice of termination to an employee, an employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee after consultation with the Employer.

14. REDUNDANCY

14.1 Redundancy occurs where the Employer has made a definite decision that the Employer no longer wishes the job the employee has been doing done by anyone and that decision leads to the termination of employment of the employee, except where this is due to the ordinary and customary turnover of labour.

14.2 Transmission of business

- (a) The provisions of this clause are not applicable where a business is before or after the date of this agreement, transmitted from an employer (in this subclause called the transmitter) to another employer (in this subclause called the transmittee), in any of the following circumstances:

- (i) Where the employee accepts employment with the transmittee recognises the period of continuous service which the employee had with the transmitter and any prior transmitter to be continuous service of the which employee with the transmittee; or
- (ii) Where the employee rejects an offer of employment with the transmittee:
 - in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmitter; and
 - which recognises the period of continuous service which the employee had with the transmitter and any prior transmitter to be continuous service of the employee with the transmittee.

14.3 Week's pay means the ordinary time rate of pay for the employee concerned, provided that such rate shall exclude

- overtime;
- penalty rates;
- disability allowances;
- shift allowances;
- special rates;
- fares and travelling time allowances;
- bonuses; and
- any other ancillary payments of a like nature.

14.4 Transfer to lower paid duties

Where an employee is transferred to lower paid duties by reason of redundancy the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and the Employer may at the Employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

14.5 Redundancy pay

- (a) An employee, whose employment is terminated by reason of redundancy, is entitled to the following amount of redundancy pay in respect of a period of continuous service:

Employee's period of continuous service with the employer on termination	Redundancy Pay
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks

At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks
At least 6 years but less than 7 years	11 weeks
At least 7 years but less than 8 years	13 weeks
At least 8 years but less than 9 years	14 weeks
At least 9 years but less than 10 years	16 weeks
At least 10 years but less than 11 years	18 weeks
At least 11 years and over	20 weeks

- (b) * Week's pay is defined in Clause 15.3.
- (c) Continuity of service shall be calculated in the manner prescribed by the *Fair Work Act 2009*.

14.6 Selection Criteria

- (a) In the first instance, redundancies will be on a voluntary basis. Volunteers will be taken from employees within the department where redundancies are required. To proceed, these redundancies must be accepted by both parties.
- (b) In the event that there are insufficient volunteers, the parties will agree to selection criteria that is both fair and equitable.
- (c) The company retains the right to reject any application on the basis of skill and experience needed to maintain efficient operation.

14.7 Employee leaving during notice period

An employee given notice of termination in circumstances of redundancy may terminate his/her employment during the period of notice set out in clause 14 - Notice of Termination. In this circumstance the employee will be entitled to receive the benefits and payments they would have received under this clause had they remained with the employer until the expiry of the notice, but will not be entitled to payment in lieu of notice.

14.8 Job search entitlement

- (a) During the period of notice of termination given by the Employer in accordance with 14.1, an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of

attendance at an interview or he or she shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

- (c) The job search entitlements under this sub-clause apply in lieu of the provisions of 14.3.

14.9 Employees exempted

This clause does not apply to:

- employees terminated as a consequence of serious misconduct that justifies dismissal without notice;
- employees within a qualifying or probationary period;
- apprentices;
- trainees;
- employees engaged for a specific period of time or for a specified task or tasks; or
- casual employees.

15. STAND-DOWN OF EMPLOYEES

15.1 The Employer may deduct payment for any time the employee cannot be usefully employed because of any power shortage or stoppage, or through any breakdown of machinery or stoppage of work by any cause for which the Employer cannot reasonably be held responsible, but only if;

- (a) When an employee attends for work but cannot be usefully employed and is stood- down in accordance with this clause, he or she must be paid for at least two hours' work at time rates. The Employer does not have to pay the two hours pay if he or she can demonstrate that an attempt was made to notify the employee that he or she need not attend for work.
- (b) If an employee is requested by the Employer to remain at work in excess of two hours, he or she is entitled to payment at his or her appropriate rate.
- (c) Where an employee commences work he or she will be entitled to be paid for at least three hours work on that day.

15.2 The Employer may deduct payment for any time the employee can not usefully be employed because of any strike.

15.3 Employees may be stood down at any time when no work is offering subject to the following qualifications:

- (a) Prior to any stand down there is consultation with the relevant employees, the Union and employee representative/s on the duration and reasons for the stand down, the number of employees affected and arrangements for on- going communications between the employees and the Employer.

- (b) For the purposes of consultation under clause 16.3(A), the Company shall allow paid time meetings between the employees and the Union or another nominated representative.
 - (c) The Company may not stand down an employee under clause 16.3 unless there is agreement with a majority of the affected employees and the Union, confirmed in writing with the Union. The Union will not unreasonably withhold agreement.
 - (d) There is agreement between the affected employees, the Union and the employer on the mechanism and procedure to alleviate the possible effects of a stand down
 - (e) Employees may be represented during the consultation process by the Union or a nominated representative.
 - (f) Employee representatives must be given a reasonable opportunity to participate in the discussions.
- 15.4** The Employer may not deduct payment from an employee who has been given notice of termination when no work is offering.
- 15.5** Employees cannot be stood-down due to lack of work on a public holiday.
- 15.6** When an employee is stood-down:
- (a) his or her continuity of service is not broken for the purposes of annual leave, public holidays and sick leave; and
 - (b) his or her annual leave, public holidays and sick leave continue to accrue as though they had not been stood down.

16. ABANDONMENT OF EMPLOYMENT

- 16.1** Subject to the NES, the absence of an employee from work for a continuous period exceeding three working days without the consent of the employer will be evidence that the employee has abandoned his or her employment.
- 16.2** If, within a period of 14 days from his or her last attendance at work or the date of his or her last absence in respect of which notification has been given or consent has been granted, an employee has not established to the satisfaction of his or her employer that he or she was absent for reasonable cause he or she will be deemed to have abandoned his or her employment.
- 16.3** Termination of employment by abandonment in accordance with this sub-clause will operate as from the date the employer gives a notice of termination.

17. WAGE RATES

17.1 An employee (including junior employees and apprentices but excluding employee's employed under a supported wage system or National Training Wage Agreement) will be graded in accordance with the skill level classification structure and descriptors contained in the TCF Award 2020 and will be paid at the Agreement rate assigned to that skill level set out in the following table:

Classification/ Skill Level	ABMT minimum rate of pay (before 1 July 2024)	4% increase from 1 st full pay period after 1 July 2024, minimum rate of pay to apply	3% increase from 1 st full pay period after 1 July 2025, minimum rate of pay to apply	3% increase from 1 st full pay period after 1 July 2026, minimum rate of pay to apply
Trainee	\$23.42	\$24.36	\$25.09	\$25.84
1	\$24.07	\$25.03	\$25.78	\$26.56
2	\$25.06	\$26.06	\$26.84	\$27.65
3	\$25.90	\$26.94	\$27.74	\$28.58
4	\$27.26	\$28.35	\$29.20	\$30.08
5	\$28.97	\$30.13	\$31.03	\$31.96

17.2 Calculation of Earnings

- (a) Where an employee has been absent from duty in a week in circumstances entitling the employer to deduct payment for the time of non- attendance, the employee will be paid for the ordinary hours worked during such week at the rate of the appropriate amount per week.
- (b) Where an allowance as prescribed by clause 20 is payable to an employee, payments during paid leave and for holidays of this Agreement will be calculated at the rate of the appropriate amount per week.
- (c) Calculations for overtime, penalty rates, shift work and other payments under the Agreement will be made at the rate prescribed by this sub-clause for the classification in which the employee is employed.

18. WAGE RATE INCREASES

- 18.1** The following wage increases shall be paid in addition to the rates currently applying:
- (a) As from the first full pay period after 1 July 2024 – 4% increase to the weekly wage rates then prevailing
 - (b) As from the first full pay period after 1 July 2025 – 3% increase to the weekly wage rates then prevailing
 - (c) As from the first full pay period after 1 July 2026 – 3% increase to the weekly wage rates then prevailing
- 18.2** Should the employee be receiving any over-award/agreement payments, the employee will receive wage increases contained in this clause with no absorption of wages.
- 18.3** Backpay for the increases in Clause 19.1 shall be made within 14 days of the approval of this Agreement by the Fair Work Commission.

19. ALLOWANCES

- 19.1** All allowances provided for under this Agreement will be increased at the same time and at the same percentage as the wage increase under this Agreement as specified Clause 19. The allowance rates under this Agreement will always be above or equal to the TCF Award allowance rates. The allowance rates set out below shall apply from 1 July 2024. Allowance rates under this Agreement are also set out in Attachment B.

19.2 Leading hand allowance

An employee appointed by the Employer to act as a leading hand will be paid the following amount in addition to the highest rate prescribed for employees under his or her control.

In charge of up to 10 employees	\$43.84
In charge of 11 to 20 employees	\$66.44
In charge of 21 or more employees	\$84.16

19.3 Dye house - bleach house allowance

Employees engaged in dye houses, operators of machines in the wool scouring and wet finishing departments, employees working on liquor tanks in bleaching departments, employees working in the Colour Kitchen or employees engaged in the washing of screens will be paid an additional allowance at the rate of \$12.86 per week. In addition, employees also engaged in the loading or unloading of Kiers or

entering Vaporloc machines will be paid a further additional allowance at the rate of \$6.69 per week.

19.4 First-aid attendant allowance

An employee who is appointed by the employer as a first aid attendant will be paid an allowance at the rate of \$17.91 per week, where there are 1 – 50 employees. If there are more than 51 employees, the first aid attendant will be paid an allowance at the rate of \$22.54 per week.

19.5 Instructors allowance

Instructor means an employee trained as an instructor and appointed by management to instruct employees in the duties of their skill level classifications.

An instructor will be paid \$29.36 per week which will be treated as part of his or her wage for all purposes of the award except incentive payments.

19.6 Higher duties allowance

An employee who is required to do work for which a higher rate is fixed than that provided for their ordinary duties must, if such work exceeds a total of two hours on any day, be paid for all work done on such day at the higher rate.

In all other cases the employee must be paid the higher rate for the actual time worked

19.7 Protective clothing allowance

The Company will supply employees with protective equipment in accordance with occupational health and safety standards.

The Company will supply one pair of boots per annum to employees engaged in the Colour Kitchen and Dyehouse.

19.8 Meal Allowance

Where the employer requires an employee to work overtime for more than two (2) hours, the employer must pay the employee the meal allowance of \$17.66. The provision of this clause will not apply if the employer provides an adequate recognized evening meal to the employee.

19.9 Tools of trade

Where the employer requires an employee to provide all tools necessary for the work to be performed, the employer must reimburse the employee for the actual cost of providing such equipment. The provision of this clause will not apply where the employer supplies such items without cost to the employee.

19.10 Rounding

Weekly allowances will be calculated to the nearest 10 cents, any fraction below five cents to be disregarded, provided that the allowances contained in 18.5 will be calculated to the nearest cent, any fraction below half a cent to be disregarded.

20. ACCIDENT PAY

20.1 Where an employee becomes entitled to weekly compensation payments pursuant to the relevant accident compensation act presently in force in the State of Victoria ("the Act"), the Employer will pay to the employee 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 if the employee had been performing their normal duties. The rate to be paid to the employee will exclude additional remuneration by way of attendance bonus payments, shift premiums, overtime payments, special rates, fares and traveling allowance or other similar payments but will not exclude piece or bonus work earnings during ordinary hours.

20.2 Accident make-up pay shall not apply:

- (a) in respect of any injury during the first five normal working days of incapacity;
- (b) to any incapacity occurring during the first three weeks of employment unless that incapacity continues beyond the first three weeks;
- (c) during any period when the employee fails to comply with the requirements of the Act with regard to examination by a legally qualified medical practitioner;
- (d) where the injury for which the employee is receiving weekly compensation payments is a pre-existing injury which work has contributed to by way of recurrence, aggravation, acceleration, exacerbation or deterioration and the employee failed to disclose the injury on engagement following a request to do so by the employer in circumstances where the employee knew or ought to have known about the nature of the injury;
- (e) where in accordance with the Act a medical practitioner provides information to an employer of an employee's fitness for work or specifies work for which an employee has a capacity and that work is made available by an employer but not commenced by an employee;
- (f) when the claim has been commuted or redeemed in accordance with the Act; or
- (g) in respect of any period of annual leave, long service leave or for any paid public holiday.

20.3 The maximum period or aggregate of periods of accident make-up pay to be made by the Employer will be a total of 39 weeks for any one injury

20.4 Where an employee receives a weekly payment under this section and subsequently that payment is reduced pursuant to the Act, that reduction will not render the employer liable to increase the amount of accident pay in respect of that injury.

- 20.5** An entitlement to accident make-up pay cease on termination of the employee's employment, except where such termination
- (a) is by the Employer other than for reason of the employee's serious and willful misconduct; or
 - (b) arises from a declaration of bankruptcy or liquidation of the Employer, in which case the employee's entitlement shall be referred to the Fair Work Commission to determine.
 - (c)

21. PAYMENT OF WAGES

21.1 Period of Payment

- (a) Wages will be paid weekly:
 - (i) according to the actual ordinary hours worked; or
 - (ii) according to the average number of ordinary hours.
- (b) By agreement between the Employer and the employee wages may be paid
- (c) fortnightly or monthly.
- (d) Wages are to be paid not later than Thursday of the particular pay week.
- (e) Not more than two days' pay will be kept in hand by the Employer.

21.2 Method of Payment

- (a) Wages will be paid by electronic funds transfer into the employee's bank (or other recognised financial institution) account.

21.3 Payment Wages on Termination of Employment

- (a) On termination of employment, wages due to an employee will be paid on the day of termination.

21.4 Absences from Duty

- (a) An employee whose ordinary hours are arranged in accordance with Clause 24 and who is paid wages in accordance with clause 22.2 and is absent from duty (other than on annual leave, long service leave, public holidays, paid sick leave, accident pay, bereavement leave or jury service) will, for each day he or she is so absent, lose average pay for that day calculated by dividing his or her average weekly wage rate by five.
- (b) An employee who is so absent from duty for part of a day will lose average pay for each hour or part thereof he or she is absent at an hourly rate calculated by dividing his or her average daily pay rate by eight.
- (c) Provided further, when such an employee is absent from duty for a whole day without pay he or she will not accrue a 'credit' because he or she would not have worked ordinary hours that day in excess of 7 hours 36 minutes for which he or she would otherwise have been paid.

- (d) Consequently, during the week of the work cycle such an employee is to work less than 38 ordinary hours he or she will not be entitled to average pay for that week. In that week, the average pay will be reduced by the amount of the 'credit' he or she does not accrue for each whole day during the work cycle he or she is absent.

21.5 Deductions from wages

- (a) Except as provided in Clause 23 - Superannuation of this Agreement, no deductions will be made from the wages of any employee for any purpose except with the written consent of the employee or by reason of statutory compulsion or any order of a court.
- (b) The Employer may, by agreement with the employee, deduct from an employee's wages any monies overpaid through clerical and/or computer error, the method to recover such over payment will be mutually agreed between the employer and the employee in writing; provided further that where an employee subsequently leaves or is discharged from the service of the employer, the employer may deduct from whatever remuneration is payable upon the termination of the employment an amount equal to the amount of over payment by written agreement with the employee.

22. SUPERANNUATION

22.1 Preamble

(a) Superannuation Legislation

- (i) The subject of superannuation is dealt with extensively by legislation including the Superannuation Guarantee (Administration) Act 1992, the Superannuation Guarantee Charge Act 1992, the Superannuation Industry (Supervision) Act 1993 and the Superannuation (Resolution of Complaints) Act 1993. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.
- (ii) Notwithstanding 23.1(a) above, the following provisions will also apply:

22.2 Definitions

- (a) The Fund for the purpose of this part will mean the:
 - (i) AustralianSuper Fund established and governed by a trust deed, as may be amended from time to time, and includes any superannuation scheme which may be made in succession thereto, provided that the fund offers a MySuper product; or
 - (ii) an employer sponsored fund established prior to 1 July 1987, which complies with the Superannuation Industry (Supervision) Act 1993 as amended from time to time, provided that the fund offers a MySuper product; or
 - (iii) the superannuation fund chosen by an employee, provided that such fund offers a MySuper product.

- (b) For the purposes of this Part, all references to "Ordinary Time Earnings" will mean and include:
- (i) Agreement skill level or classification rate;
 - (ii) supplementary payment (where relevant);
 - (iii) over-Agreement payment;
 - (iv) shift loading- including weekend and public holiday penalty rates earned by shift employees on normal rostered shifts forming the ordinary hours of duty not when worked as overtime;
 - (v) the payment for work performed by weekend employees exclusively and wholly during their ordinary hours on Saturdays and Sundays;
 - (vi) payment by results earnings;
 - (vii) all non reimbursable allowances payable under the Agreement
 - (viii) annual leave, including annual leave loading.

22.3 Contributions will continue to be paid in accordance with this part during any period in respect of which an employee is entitled to receive Accident Pay in accordance with 21.

22.4 Unpaid Absences

Except as where specified in the rules of the Fund, contributions by the Employer in respect of unpaid absences, will be proportional to the wage received by the employee concerned, in a particular pay period. For the purposes of this part, each pay period will stand alone. Accordingly, unpaid absences in one pay period will not carry over to another pay period.

22.5 Cessation of Contributions

The Employer's obligation to make contributions on behalf of the employee ceases on the last day of employment with the employer.

22.6 Employee Contributions

An employee may make contributions to the Fund in addition to those made by the employer.

23. HOURS OF WORK

23.1 The ordinary hours of work will be 38 hours per week or an average of 38 hours per week to be worked on the following basis:

- 38 Hours within a work cycle not exceeding seven consecutive days; or
- 76 Hours within a work cycle not exceeding 14 consecutive days; or
- 114 hours within a work cycle not exceeding 21 consecutive days; or

- 152 hours within a work cycle not exceeding 28 consecutive days; or
- 160 hours in 28 consecutive days.

23.2 The arrangement for working the average of 38 hours per week is to be agreed between the Employer and the employee from the alternatives in Clause 24.1.

23.3 The ordinary hours of work may be worked on any or all days of the week Monday to Friday (other than seven day continuous shift workers).

23.4 The ordinary hours of work:

- (a) for day workers must be worked continuously except for meal breaks at the discretion of the Employer between 7.00am and 7.00pm; and
- (b) for shift workers (not being seven day continuous shift workers) in not more than five shifts in accordance with clause 26 — Shift-work.

23.5 Provided that the spread of hours (7.00am to 7.00pm) may be altered by up to one hour at either end of the spread, by agreement between the Employer and the employee's concerned in accordance with the Award.

23.6 Where agreement is reached between the Employer and employee's in accordance with the Award, employees may work more than eight ordinary hours on any day. The ordinary hours of work must not exceed 10 hours on any day.

23.7 The starting and/or finishing times in any factory or part of any factory will not be altered without seven days' notice to affected employees.

23.8 Current Hours of Work Arrangements.

- (a) Notwithstanding the provisions of clause 24 above, the current working arrangements are as follows:
 - (i) The ordinary hours of work for all employees are 7.6 hours per day, 5 days per week from Monday to Friday
 - (ii) Day shift means a shift worked between the hours of 7.00am to 7.00pm
 - (iii) Morning shift means a shift commencing at 3.00 a.m.
 - (iv) Afternoon shift means a shift commencing at 3.00 p.m.
 - (v) Night shift means a shift commencing at 11.00 p.m.
 - (vi) Commencement times of shifts may be varied with the agreement of the Employer and the individual employee, or upon 7 days' notice to the affected employee.

24. BREAKS

24.1 Meal Break

- (a) Employees on 8 hour shifts will be entitled to one 30-minute unpaid meal break and two paid 10-minute tea breaks.
- (b) No employee will work in excess of 5 hours without a meal break, unless there is agreement between the employee and Employer to increase this to 6 hours.
- (c) No meal break will be provided for short shifts of up to and including 5 hours duration.
- (d) The Employer must fix the time of each employee's meal break, and once fixed it may only be altered by:
 - (i) mutual agreement between the Employer and an individual employee, or
 - (ii) seven days' notice to the employee concerned; or
 - (iii) in the event of an emergency such as a power breakdown.
- (e) If the Employer requires an employee to work during his or her meal break, the employee must be paid time and a half rates. Where breakdown occurs, a maintenance employee is not entitled to time and a half rates if required to work through meal breaks

24.2 Tea Breaks

- (a) Employees are entitled to two paid tea breaks of not less than 10 minutes, to be taken at times mutually agreed
- (b) The tea breaks must not be given within one hour of starting or finishing work for the day or within one hour of a meal break.
- (c) If an employee works in excess of 8 hours, they are entitled to an additional paid break of not less than 10 minutes.

25. OVERTIME

Overtime will be in accordance with the TCF Award and as follows:

- 25.1** Overtime is all time worked by an employee in excess of an employee's ordinary hours or work outside the span of the hours prescribed.
- 25.2** Requirement to work reasonable overtime.
 - (a) Subject to the NES the Employer may require an employee to work reasonable overtime at overtime rates.

25.3 Payment for working overtime

- (a)** The Employer must pay an employee overtime at the rate of (as per agreement rate):
 - (i)** 150% of the employee's ordinary rate of pay under this agreement for the first 3 hours;
 - (ii)** 200% of the employee's ordinary rate of pay under this agreement thereafter.
- (b)** For the purpose of calculating overtime, each day must stand alone.

25.4 Weekend Work

- (a)** All work on Saturday will be paid at 150% of the employees' ordinary rate for the first three hours and 200% thereafter
- (b)** All work on a Sunday will be paid at 200% of the employees' ordinary rate.
- (c)** The ordinary hours of a night shift finishing on Saturday morning will not be subject to overtime rates.

TIME OFF IN LIEU OF OVERTIME

25.5 Time off in lieu of overtime arrangements must be agreed between an individual employee and the Employer..

25.6 An employee retains the choice of working overtime for time off in lieu or overtime for payment.

25.7 Substitute time may be banked to a maximum of 38 hours at any one time.

25.8 The period of time off that an employee is entitled to take is equivalent to the overtime payment that would have been made.

EXAMPLE: By making an agreement under clause 26 an employee who worked 2 overtime hours at the rate of time and a half is entitled to 3 hours' time off.

25.9 Time off accrued when taken is to be paid at the current rate of pay.

25.10 If called upon work at any agreed time off period the following will apply:

- (a)** The Employer and the employee may agree upon an alternative period of time to be taken off in substitution; or
- (b)** If there is no agreement to an alternative period of time to be taken off in substitution then the following must apply:
 - (i)** Employees must be paid at the appropriate overtime rate for the period of the time accrued worked; and
 - (ii)** The time banked will remain unchanged

- 25.11** Any untaken accrued time off must be taken and paid for at the time of taking annual leave at any mutually agreed time or upon termination.
- 25.12** If called upon to work at any agreed time off period the following will apply:
- (a)** the Employer and the employee may agree upon an alternative period of time to be taken off in substitution; or
 - (b)** if there is no agreement to an alternative period of time to be taken off in substitution then the following must apply:
 - (i)** employees must be paid at the appropriate overtime rate for that period of the time accrued worked; and
 - (ii)** the time banked will remain unchanged
- 25.13** Any untaken accrued time off must be taken and paid for at the time of taking annual leave at any mutually agreed time or upon termination.

26. SHIFTWORK

This clause shall be read in conjunction with the TCF Award 2020. For the avoidance of doubt the allowance amounts in this clause will be increased at the same time and at the same percentage as the wage increase under this Agreement as specified Clause 19. The allowance rates under this Agreement will always be above or equal to the Award allowance rates.

- 26.1** All night shift employees will be paid a night shift allowance of \$59.42 per shift worked.
- 26.2** All morning and afternoon shift employees will be paid an allowance of \$29.71 per shift worked
- 26.3** If a shift employee requests a temporary change to day shift (and the Employer agrees), the employee will forego their shift allowance. If the Employer requests a shift employee to temporarily change shift (and the employee agrees), the employee will continue to receive their shift allowance. This applies to short, temporary arrangements only and does not mean that shift allowances will continue to be paid if permanent shift changes are required for operational reasons.
- 26.4** Permanent Night Shift means a shift which is applicable to an employee who:
- (a)** During a period of engagement works night shift only; or
 - (b)** Remains on night shift for a longer period than four consecutive weeks; or
 - (c)** Works on a night shift which does not rotate or alternate with another shift or with day work so as to give the employee at least one third of their working time off night shift in each shift cycle.

- 26.5** The hours during which shifts must be worked may be varied by up to one hour at either end to meet extraordinary circumstances by agreement between the Employer and an employee.
- 26.6** The Employer and employee may agree to work the hours prescribed for a "night shift" employee in four shifts. Under any such agreement, all night shift hours worked in excess of nine hours must be paid for at overtime rates, even if they come within the starting and finishing time of a shift.
- 26.7** Where an employee begins the week's work on Sunday night, the employee will receive double time for all work performed on Sunday. However the Employer and the employee may agree to arrange shifts so that they commence on Sunday night instead of Monday with ordinary rates to be paid for Sunday work.
- 26.8** **Shift Work and Public Holidays**
- (a)** Shift workers may be required to work until the completion of their shifts on a public holiday without the payment at holiday rates. Provided, that those employees are not required to work on the night shift commencing on a public holiday.
 - (b)** Where a public holiday prescribed by this Agreement is observed on a Monday, shift workers may be given time off on the shift commencing on the Sunday night before the holiday and will then be required to work on the usual night shift commencing on the public holiday without additional pay.
 - (c)** Where an employee works two complete shifts on a public holiday, both shifts shall be paid for as holiday shifts.
- 26.9** Except for the regular change over of shifts, no employee will be required to change from one shift to another without a break of at least 12 hours.

27. SEVEN DAY CONTINUOUS SHIFT WORK

- 27.1** Seven day continuous shift work means work carried out with consecutive shifts of employees throughout the 24 hours of each of the seven days of the week without interruption except during breakdowns or due to unavoidable causes beyond the control of the Employer.
- 27.2** Except where provided otherwise in this clause, all the provisions of the Agreement will apply to seven day continuous shift workers.
- 27.3** **Sick Pay**
- Where the ordinary hours of a roster provide for a rostered overtime shift then employees will be entitled to claim sickness benefits at ordinary rates for absences occurring through illness on the rostered overtime shifts.

27.4 Overtime

- (a) Overtime work performed by seven day continuous shift workers must be paid at the rate of double time.

27.5 Work on Saturdays, Sundays and Public Holidays

- (a) Where a seven day continuous shift worker works a rostered shift, the major portion of which is performed on a Saturday, he or she must be paid at the rate of time and a half for the whole shift
- (b) Where a seven day continuous shift worker works a rostered shift, the major portion of which is performed on Sunday, he or she must be paid at the rate of double time for the whole shift.
- (c) Where a seven day continuous shift worker works on a rostered shift, the major portion of which is performed on a public holiday, he or she must be paid at the rate of double time for the whole shift.
- (d) Employees who receive the extra rate for work done on Saturdays, Sundays and Public Holidays under this clause are not also entitled to the shift penalty in 28.10

27.6 Where a public holiday falls on the rostered day off of a seven day continuous shift worker who is rostered to work regularly on Sundays and public holidays, the Employer may either:

- (a) Pay for that day at ordinary rates, in addition to his or her ordinary wages; or
- (b) Add a day to the employee's annual leave.
- (c) This sub-clause will not apply when the rostered day off falls on a public holiday on a Saturday or Sunday.

27.7 Notwithstanding anything contained elsewhere in this Agreement in any area where by reason of the legislation of a State, "summer time" is prescribed as being in advance of the standard time of that State the length of any shift:-

- (a) commencing before the time prescribed by the relevant legislation for the commencement of a summer time period; and
- (b) commencing on or before the time prescribed by such legislation for the termination of a summer time period.
 - (i) Will be deemed to be the number of hours represented by the difference between the time recorded by the clock in each case to be set to the time fixed pursuant to the relevant State legislation.
 - (ii) To clarify, a shift may be actually be an hour longer or shorter if "summer time" commences or finishes during a shift without deduction or addition to pay.

27.8 In the sub-clause the expressions "standard time" and "summer time" will bear the same meaning as are prescribed by the relevant State legislation.

27.9 Hours of Work for Seven Day Continuous Shift Workers

- (a) Except as provided below, the ordinary hours of continuous shift workers will average 38 hours per week inclusive of crib breaks and must not exceed 152 hours in 28 consecutive days.
- (b) Twenty minutes must be allowed each shift for a meal, which will be counted as time worked
- (c) Except at the regular change-over of shifts an employee must not be required to work more than one shift in each 24 hours.
- (d) An employer and an employee may agree to arrange ordinary working hours so that the ordinary hours exceed eight hours on any shift, provided that the ordinary hour's on any shift does not exceed ten hours, inclusive of break periods.

27.10 Hour Shifts

- (a) Hour Shifts may be implemented by agreement between the Employer and employee.
- (b) 12 hour shifts may be implemented in accordance with the following requirements:
 - (i) The ordinary hours of shift workers must average 38 hours per week, inclusive of rest periods and must not exceed 152 ordinary hours in 28 consecutive days; or
 - (ii) A maximum of 168 hours may be rostered in 28 consecutive days. These hours must be rostered on the basis that no employee will be rostered to work more than 4 consecutive shifts; or
- (c) Payment is to be made on the following basis:
 - (i) Monday to Friday: First 10 hours at ordinary rate plus 2 hours at double time plus shift penalty where appropriate.
 - (ii) Saturday: Time and a half for all hours worked. iii. Sunday: Double time for all hours worked.

28. ANNUAL LEAVE

28.1 Except as provided below, the provisions relating to Annual Leave and how and when it is to be taken will be in accordance with the NES. For the purpose of the additional week of annual leave provided for in section 87(1)(b) of the Act, a Shift Worker is a 7 day Shift Worker who is regularly rostered to work on Sundays and public holidays.

28.2 Employees will make requests for periods of annual leave no less than 14 days prior to the first date of proposed leave, provided that the Employer shall waive this requirement in extraordinary circumstances.

29. LOADING ON ANNUAL LEAVE

29.1 In addition to the wages applicable to the period of leave, an employee, during a period of annual leave, will receive a loading calculated according to the following:

29.2 The loading shall be as follows:

- (a)** Day Workers - employees who would have worked on day work only had they not been on leave - a loading of 17 1/2 per cent or the relevant weekend penalty rates, whichever is greater but not both.
- (b)** Shift Workers - employees who would have worked on shift work had they not been on leave - a loading of 17 1/2 per cent or the shift loading (including relevant weekend penalty rates) whichever is the greater but not both.

30. PUBLIC HOLIDAYS

30.1 All employees, other than casual employees, are entitled to the following holidays without deduction of pay:

New Year's Day
Australia Day
Good Friday
Easter Saturday
Easter Monday
Anzac Day
King's Birthday
Grand Final Day
Eight Hours Day or Labour Day
Melbourne Cup Day
Christmas Day
Boxing Day

30.2 In addition, where in a State, Territory or locality, public holidays are declared or prescribed on days other than those set out above, those days will constitute additional holidays for the purpose of this Agreement.

30.3 Substitution of Certain Holidays Which Fall On a Weekend

- (a)** When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof will be observed on 27 December.

- (b) When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof will be observed on 28 December.
- (c) When New Year's Day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof will be observed on the next Monday.

30.4 Payment for Time Worked on a Public Holiday

All work done by an employee on the holidays prescribed in subpart 31.1 of this part shall be paid for as time and a half of the ordinary rate in addition to the ordinary rate.

30.5 Changing Public Holidays by Agreement

- (a) The Employer and a majority of employees may agree to substitute another day for any day prescribed in this Agreement, provided such agreement is in accordance with the Agreement.
- (b) The Employer and an employee may agree to substitute another day for any day prescribed in this Agreement provided such agreement is in accordance with the Award.
- (c) All hours worked on a public holiday for which another substituted day has been agreed will be paid at the ordinary hourly rate.

30.6 Rostered Days Off Falling on a Public Holiday

- (a) In the case of an employee whose ordinary hours of work are arranged in such a manner as to entitle the employee to a rostered day off, the weekday to be taken off will not coincide with a holiday fixed in accordance with this clause. In the event that a holiday is prescribed after an employee has been given or gives notice of a weekday off and the holiday falls on such weekday, the employer will allow the employee to take an alternative weekday off in lieu of the holiday.

30.7 Termination of Employment Prior to Holiday

- (a) Where the employer terminates the employment of an employee within two weeks prior to a day on which a holiday occurs, and such employee is re-engaged within a period of one month after such holiday or holidays, the employee will be paid for such holiday or holidays prescribed by this Agreement, provided that such employee has been employed by the employer for a period of at least two weeks prior to the termination of employment.

30.8 Termination Within Twenty-One Days Of Christmas/New Year And Easter

- (a) In the case of an employee with at least one months' service with the employer whose services are terminated by the employer through no fault of the employee within twenty one days prior to the Christmas, New Year or Easter holiday(s), the employee will be paid for any such holiday the amount the employee would have received had employment not been terminated.

30.9 Full-Time Employees Working Non-Standard Hours

- (a) This sub-clause applies to full-time employees who do not regularly work a five-day, Monday to Friday week.
- (b) When a prescribed holiday falls upon a day when the employee would not be working in any event the employee will receive:
 - (i) A day's paid leave to be taken on another day or added to annual leave (to be mutually agreed between the employer and the employee); or
 - (ii) An additional day's wage.
- (c) If an employee is rostered to work on the public holiday or its substitute day (except Christmas Day) the employee is entitled to:
 - (i) If the employee is not required to work on the public holiday the employee will receive the payment the employee would ordinarily receive for that day and is not entitled to the substituted day off
 - (ii) If the employee is required to work on the public holiday the employee is entitled to receive the normal rates of pay for working that day and the substitute day as a holiday. (If the substitute day is a non- working day for the employee, the employee would receive the compensation described in paragraph 31.9.2.)
 - (iii) If the employee is required to work on the substitute day the employee will receive the rates of pay for working on a public holiday.
- (d) If an employee is rostered and required to work on both the "actual" public holiday and its substituted day (this would only occur if the holiday was to fall on a Saturday or a Sunday) the employee would be entitled to:
 - (i) A day's paid leave to be taken on another day or added to annual leave (to be mutually agreed between the employer and the employee); or
 - (ii) (b) Payment at public holiday rates for the day's work for the substituted day, and payment at the normal rates for Saturday or Sunday for the actual public holiday.

30.10 Christmas Day Loading

If the employees are rostered to work on a Saturday or Sunday that is a Christmas Day and are required to work, the employee will receive the normal Saturday or Sunday rate plus a loading of one-half of a normal day's wages for the full day's work and be entitled to the substitute day.

30.11 Permanent Regular Part Time Employees (Non- Casual)

- (a) Where the normal roster of a regular part time employee includes a day that is a holiday, the employee will receive the normal pay he/she would have received on that day and enjoy the holiday or receive the appropriate public holiday rate for working whatever hours he/she works during it.

- (b) For a regular part time employee whose normal roster includes a Saturday or Sunday that would be a prescribed holiday but for the substitution of an alternative day, the following will apply:
 - (i) The employee will be granted leave with pay on the "actual day" without any substitution; or
 - (ii) The employee works on the "actual day" at normal Saturday or Sunday rates (if the Saturday or Sunday is Christmas Day the Christmas Day loading will apply) and is allowed to take another day with pay, which may or may not be the prescribed substitute day, as a holiday; or
 - (iii) The employee works on the "actual day" at normal Saturday or Sunday rates (if the Saturday or Sunday is Christmas Day the Christmas Day loading will apply) and receives, in addition, payment at ordinary time rates for an additional day of equal length (with no substitution of an alternative day)
- (c) If any of these benefits applies, the employee who works on the prescribed substitute day should do so at ordinary time rates

30.12 Payment for Casual Employees Working on Public Holidays

A casual employee who works on the day prescribed as the public holiday will be paid the appropriate public holiday pay as described elsewhere in this Agreement. The employee should receive the ordinary casual rate plus the applicable penalty. That is, the casual loading of twenty-five per cent (25%) and the prescribed holiday rate for non-casual employees of 2.5 times ordinary rates. The casual will be paid 2.7 times the ordinary rate for non-casual employees.

30.13 Minimum Hours of Work on a Public Holiday

An employee required to work on a public holiday will be afforded at least 3 hours work or paid for 3 hours at the appropriate rate except where such work is continuous with a shift or rostered work period or with overtime which commenced on the previous day.

31. PERSONAL/CARERS LEAVE

- 31.1** The entitlements to Personal/Carers Leave available to employees covered by this agreement will be as per the NES and as follows:
- 31.2** The Company will grant employees the right to take a maximum of 2 single, non- consecutive day's personal leave in an employee's personal (sick)/family (carer's) leave year without the necessity to provide proof such as a medical certificate or a statutory declaration in support of their claim.
- 31.3** In respect to all other claims for personal/carers leave the Company may require an employee to provide proof as specified in the National Employment Standards, such as a medical certificate or a statutory declaration, in support of their claim for personal leave.

32. CASHOUT OF PERSONAL/ CARERS LEAVE

32.1 Within one month of the end of each financial year, an employee may elect to receive a cash-out of up to 3 days of personal leave paid at the end of the financial years, provided:

- (a) Personal/carer's leave may only be cashed out to the extent that the leave accrued on or after 1 July 2024; and
- (b) paid personal/carer's leave must not be cashed out if the cashing out would result in the employee's remaining accrued entitlement to paid personal/carer's leave being less than 15 days; and
- (c) each cashing out of a particular amount of paid personal/carer's leave must be by a separate agreement in writing between the employer and the employee; and
- (d) the employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.

33. COMPASSIONATE LEAVE

33.1 The entitlements to Compassionate leave available to employees covered by this agreement will be in accordance with the NES and as follows:

- (a) An employee (other than a casual) is entitled to up to 3 days per occasion of paid Compassionate Leave:
 - (i) for the purposes of spending time with a person who is a member of the employee's immediate family or household who:
 - contracts or develops a personal illness that poses a serious threat to his or her life, or,
 - sustains a personal injury that poses a serious threat to his or her life, or
 - (ii) after the death of a member of the employee's immediate family or household or,
 - (iii) a child is stillborn, where the child would have been a member of the employee's immediate family, or a member of the employee's household, if the child had been born alive; or
 - (iv) the employee, or the employee's spouse or de facto partner, has a miscarriage.
- (b) The employee shall supply to the company evidence that would satisfy a reasonable person to support Compassionate Leave absences.

34. PARENTAL LEAVE

The entitlements to parental leave available to employees covered by this agreement will be as per the NES

35. LONG SERVICE LEAVE

- 35.1** Long Service Leave will be in accordance with the National Employment Standards and the *Long Service Leave Act 2018 (Vic)*. A period of long service leave will be taken by agreement between an employee and the Employer
- 35.2** At the end of each calendar year, the Employer will provide all employees with a letter informing the employee of the amount of long service leave that they have accrued as at the date of the letter.
- 35.3** At any other time and at an employee's request, the Employer will provide a letter informing the employee of the amount of long service leave that they have accrued as at the date of the letter.

36. JURY SERVICE

- 36.1** The Employer must pay an employee who is required to attend for jury service, during working hours, the difference between the Agreement amount paid for attendance and the amount the employee would have received in respect of the ordinary time had he or she not been on jury service, provided that:
- (a)** the employee notifies the Employer as soon as possible of the date on which attendance is required;
 - (b)** the employee gives the Employer proof of his or her jury service, the duration of and the amount received for jury service;
 - (c)** where the employee is working on an afternoon shift and is required to attend an afternoon session of court, he or she must not be required to attend for work on the shift occurring on that day and must be reimbursed as provided in Clause 27 - Shiftwork.
 - (d)** Provided that where an employee is working on afternoon or night shift and is required to attend for jury service and is empanelled or is required to remain until the afternoon session of Court, the employee shall not be required to attend for work on the shift occurring on the same day in the case of afternoon shift, or in the case of night shift on the shift preceding the period of jury service, and shall be entitled to reimbursement as indicated above. Provided that in the case of night shifts this provision shall not apply where the night shift is rostered to finish on the morning the employee is called for jury service.

37. HEAT POLICY

- 37.1** The Employer acknowledges its responsibility to provide a safe working environment for its workers, and monitor the health of workers under the *Occupational Health & Safety Act 2004 (Vic)*.
- 37.2** The Company believes the following factors must be taken into account.
- (a)** The appropriate measurement must encompass factors such as radiant heat, humidity, air movement, air temperature and comfort factors.

- (b) It is also acknowledged that the same heat condition does not exist throughout the factory at the one time, entailing zonal differences.
 - (c) It is further acknowledged that not all employees experience the same level of discomfort at a given temperature.
- 37.3 The company will endeavour to maintain control of the internal temperature of the workplace.
- 37.4 The following controls will be implemented:
 - (a) There will be adequate cool drinking water readily available and in close proximity to employees.
 - (b) Where employees report fatigue to supervisors due to thermal stress, supervisors will instruct/authorise employees to commence short paid rest breaks in a cool environment, such as an air conditioned room e.g. the lunch room.
 - (c) Employees experiencing heat discomfort may leave their work station and have a cold drink of water in a cool air-conditioned environment.
- 37.5 Employees should:
 - (a) Wear suitable clothing (loose fitting/ light clothing);
 - (b) Ensure regular fluid intake;
 - (c) If heat discomfort persists, report it to the supervisor and a first aider.

38. DISPUTE RESOLUTION PROCEDURE

- 38.1 In the event of a dispute in relation to a matter arising under this agreement, the NES and/or any other matter which pertains to the relationship between the Employer and an employee and/or the union, in the first instance there will be an attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor and, if such discussions do not resolve the dispute, by discussions between the employee or employees concerned and more senior levels of management as appropriate.
- 38.2 Where an individual employee or group of employee/s is in dispute or has a grievance with the Employer, they have the right to consult in paid time with, and be represented by a union delegate, shop steward and/or union official, or such other representative as is requested by each employee. Representation may occur at any stage of the dispute/grievance, including the raising of such dispute/grievance under this procedure.
- 38.3 If a dispute is unable to be resolved at the workplace, and all agreed steps for resolving it have been taken, the dispute may be referred by any party to the Fair Work Commission for resolution by mediation and/or conciliation and where the matter in dispute remains unresolved, by arbitration.
- 38.4 The Fair Work Commission may exercise the powers in relation to hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective. Any outcome determined under this clause cannot be inconsistent with

legislative obligations.

- 38.5** It is a term of this agreement that while the dispute resolution procedure is being conducted work shall continue normally unless the work is not appropriate for the employee to perform or an employee has a reasonable concern about an imminent risk to his or her health or safety.
- 38.6** Subject to appeal rights under the *Fair Work Act 2009* the parties to the dispute/grievance agree to be bound by the decision of FWC.

39. INTRODUCTION OF CHANGE/ CONSULTATION

39.1 This term applies if:

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

39.2 The company will notify the Union and relevant employees of the decision to introduce the major change.

39.3 The relevant employees may appoint the Union or other representative for the purposes of the procedures in this term.

39.4 If:

- (a)** a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- (b)** the employee or employees advise the company of the identity of the representative;

the company will recognise the representative.

39.5 As soon as practicable after making its decision, the company will:

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

(iii) any other matters likely to affect the employees.

39.6 However, the company is not required to disclose confidential or commercially sensitive information to the relevant employees.

39.7 The company will give prompt and genuine consideration to matters raised about the major change by the relevant employees or the Union.

39.8 If a term in the enterprise 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 subclauses 39.2, 39.3 and 39.5 are taken not to apply.

39.9 In this term, a major change is likely to have a significant effect on employees if it results in:

- (a) the termination of the employment of employees; or
- (b) major change to the composition, operation or size of the company's workforce or to the skills required of employees; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) the alteration of hours of work; or
- (e) the need to retrain employees; or
- (f) the need to relocate employees to another workplace; or
- (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

39.10 For a change referred to in paragraph 39.1.2:

- (a) the Employer must notify the Union and relevant employees of the proposed change; and
- (b) subclauses 39.11 to 39.15 apply.

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

39.12 If:

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

the Employer must recognise the representative.

39.13 As soon as practicable after proposing to introduce the change, the employer must:

- (a) discuss with the relevant employees the introduction of the change; and

(b) for the purposes of the discussion—provide to the relevant employees:

- (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
- (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

39.14 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees or the Union.

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

39.16 In this term, relevant employees means the employees who may be affected by the major change.

40. EMPLOYEE REPRESENTATION

40.1 Preamble

The Employer recognises the right of employees to exercise their rights to be a union member and the rights of the union to represent employees and advocate on their behalf.

40.2 Union Fees

- (a) On receipt of a written authority from an employee to deduct CFMEU – Manufacturing Division union fees, the Company will commence union fee deductions from the employee’s wages from the first pay period after receipt of notification.
- (b) The deductions will continue unless written notification is received from the employee to cease such deductions.
- (c) The amount to be deducted will be the appropriate union fee for the employee according to the Rules of the CFMEU – Manufacturing Division and as advised by the CFMEU – Manufacturing Division and amended from time to time.
- (d) The Company will ensure that the union fee deductions are shown on the employee’s pay slip each time such deduction is made.
- (e) The Company will hold on trust any deductions made and will forward to the CFMEU – Manufacturing Division, on a monthly basis, all union fee deductions collected on behalf of employees with details of each employee a deduction was made for.

40.3 Union Meetings

Each quarter the union may convene a meeting of union members for up to 15

minutes duration during working hours on each shift. The meetings will be held in paid time.

41. DELEGATES RIGHTS

41.1 Clause 32A of the Award, will operate as a term of this agreement.

42. INDIVIDUAL FLEXIBILITY ARRANGEMENTS

42.1 Notwithstanding any other provision of this Agreement, the Employer and an individual employee may agree to an individual flexibility arrangement (“IFA”) to vary the effect of a term of this Agreement, in relation to the employee and the Employer in order to meet the genuine individual needs of the Employer and the individual employee. The term the Employer and the individual employee may agree to vary the effect of is

(a) Arrangements for when work is performed

42.2 The Employer and the individual employee must have genuinely made the IFA without undue pressure, coercion or duress.

42.3 The Employer must ensure that the IFA between the Employer and the individual employee must:

(a) be confined to a variation in the effect of the term listed in clause 41.1; and

(b) not disadvantage the individual employee in relation to the individual employee’s terms and conditions of employment.

42.4 The Employer must ensure that the terms of an IFA:

(a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and

(b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and

(c) result in the employee being better off overall than the employee would have been if no IFA was agreed to.

42.5 An IFA cannot be made so as to affect the provisions of Attachment A, (Schedule F - Outwork and Related Provisions).

42.6 The Employer must ensure that the IFA between the Employer and the individual employee:

(a) is in writing, name the parties to the IFA, be signed by the Employer and the individual employee and, if the employee is under 18 years of age, the employee’s parent or guardian;

(b) include details of the term of the Agreement, the effect of which will be varied by the IFA;

(c) include details of how the IFA will vary the effect of the term;

(d) include details of how the employee will be better off overall in relation to

the terms and conditions of employment as a result of the IFA; and

- (e) state the date the IFA commences to operate.
- 42.7** The Employer must ensure a copy of the IFA agreed to under this term is given to the Employee within 14 days after it is agreed to, and the Employer must keep the IFA as a time and wages record.
- 42.8** The Employer seeking to enter into an IFA must provide a written proposal to the employee. Where the employee's understanding of written English is limited, the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.
- 42.9** The written proposal will outline the following matters:
- (a) the reasons why the Employer is seeking the IFA with the employee;
 - (b) whether the Employer intends to seek the same or similar IFA with other individual employees on the same shift and/.or at the same enterprise;
 - (c) the nature and terms of the proposed IFA, including the period of time for which the arrangement is sought;
 - (d) how the proposed IFA effects the operation of the term of the Agreement to be subjected to the IFA, including any impact on the individual employee's remuneration (including wages, overtime, penalty rates, allowances, annual leave and other conditions).
- 42.10** The written proposal will also include:
- (a) a copy of the proposed IFA;
 - (b) a copy of the relevant provisions of the Agreement, and where applicable award provisions whose effect would be varied by the operation of the proposed IFA;
 - (c) a statement that the employee is entitled to seek advice, assistance and representation from the CFMEU – Manufacturing Division in paid time to discuss the proposal (including with an interpreter if requested by the employee)';
 - (d) a statement that the employee is under no obligation to agree to the Employer's proposal and that it is an offence for the Employer to induce, coerce or apply duress to an employee to agree to the proposal.
- 42.11** The Employer must give the employee up to seven working days to enable the employee to elect to seek advice, where appropriate, from the employee's union.
- 42.12** The Employer must ensure that the IFA may be terminated:
- (a) by the Employer or the individual employee giving 28 days' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
 - (b) at any time, by written agreement between the Employer and the individual employee.

(c) Upon termination of the IFA the employee shall be entitled to return to the work arrangements which applied to them immediately preceding the making of the IFA.

42.13 The right to make an IFA pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between the employer and an individual employee contained in any other term of this agreement.

43. NO EXTRA CLAIMS

During the nominal period of this Agreement the parties agree not to pursue any extra claim except for any wage increase/s that arise from a skill and classification review or

44. SIGNATORIES


For and on behalf of Ferristex Pty Ltd

Signatory Name: **Steven Tsonidis**

Basis of signatory's authority to sign the Agreement:

General Manager

Address: 128 Ferris Road, Melton, Victoria 3337

Signature: 

Date: 28/10/2024

For and on behalf of the Construction, Forestry and Maritime Employees Union – Manufacturing Division

Signatory Name: **Jenny Kruschel**

Basis of signatory's authority to sign the Agreement:

TCF National Secretary – Manufacturing Division

Address: Level 2, 165 Bouverie Street, Carlton VIC 3053

Signature: 

Date: 28/10/2024

ATTACHMENT A-TEXTILE, CLOTHING, FOOTWEAR AND ASSOCIATED
INDUSTRIES AWARD 2020

Attachment B – Schedule of Allowances

Allowance	Clause	Payable	4% increase from 1st full pay period after 1 July 2024	3% increase from 1st full pay period after 1 July 2025	3% increase from 1st full pay period after 1 July 2026
Leading Hand Allowance – In charge of up to 10 employees	19.2	Per Week	\$43.84	\$45.15	\$46.51
Leading hand allowance – in charge of 11 to 20 employees	19.2	Per Week	\$66.44	\$68.43	\$70.48
Leading hand allowance – in charge of 21 or more employees	19.2	Per Week	\$84.16	\$86.68	\$89.28
Dye house - bleach house allowance – Colour Kitchen/ Washing screens	19.3	Per Week	\$13.37	\$13.78	\$14.19
Dye house - bleach house allowance – Vaporloc	19.3	Per Week	\$6.96	\$7.17	\$7.38
First-aid attendant allowance – 1-50 employees	19.4	Per Week	\$18.63	\$19.19	\$19.76
First-aid attendant allowance more than 50 employees	19.4	Per Week	\$23.44	\$24.14	\$24.87
Instructors allowance	19.5	Per Week	\$29.36	\$30.24	\$31.15
Meal Allowance	19.8	Per Occasion	\$17.66	\$18.19	\$18.73