

**MORGAN TECHNICAL
CERAMICS PTY LTD
ENTERPRISE
AGREEMENT
1st July 2024**

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PART 1 - APPLICATION AND OPERATION OF AGREEMENT

1.1 AGREEMENT TITLE

This Agreement shall be known as the Morgan Technical Ceramics Australian Manufacturing Workers Union Workplace Agreement 2024.

1.2 ANTI-DISCRIMINATION/EQUAL OPPORTUNITY

1.2.1 It is the intention of the Parties to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

1.2.2 Accordingly, in fulfilling their obligations under the Dispute Resolution Procedure clause, the Parties must make every endeavour to ensure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory in their effects.

1.2.3 Nothing in this clause is to be taken to affect:

- a) any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;
- b) an employee, employer or registered organisation, pursuing matters of discrimination in any State or Federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission; and
- c) the Company’s right to terminate employment on the basis that the employee cannot fulfil the inherent requirements of the particular position concerned, subject to the Act.

1.2.4 Equal Opportunity/Affirmative Action

The Company is an equal opportunity employer. All employees are treated on their merits without regard to: Sex, age, religion, sexual preference, marital or parental status, race, colour, national origin, political belief or activity, pregnancy, impairment or trade union activity.

Entry into the Company, selection for special jobs and career progression will be determined by personal merit, competency, and potential to perform the job effectively.

The Company believes employees have the right to a work environment free of discrimination and harassment and ask that all employees uphold our continuing commitment to an atmosphere of mutual respect.

1.3 DEFINITIONS

1.3.1 "the Act" means the *Fair Work Act 2009* (Cth)

1.3.2 "Adult Apprentice" means a person of 21 years of age or over at the time of entering into an indenture or contract of training as provided for in Annexure A - Deemed agreement subclauses

1.3.3 "Award" means the *Manufacturing & Associated Industries and Occupations Award 2020*.

1.3.4 "NES" means the National Employment Standards contained in the Act.

1.3.5 "Engineering Streams" are the three broad engineering streams recognised within the classification definitions set out in Clause 5.2.3, namely: Electrical/electronic; fabrication; and mechanical. Additionally, there are five vocational fields (as defined). Entry to training in any engineering stream is not conditional on union membership. The streams are defined as:

- a) "Electrical/electronic stream" includes the design, assembly, manufacture, installation, modification, testing, fault finding, commissioning, maintenance and service of all electrical and electronic devices systems, equipment and controls, eg, electrical wiring, motors, generators, PLC's and other electronic controls, instruments, refrigeration, telecommunications, radio and television, communication and information processing.
- b) "Mechanical stream" includes the design, assembly, manufacture, installation, modification, testing, fault finding, commissioning, maintenance and service of all mechanical equipment, machinery, fluid power systems, automotive mechanics, instruments, refrigeration, and the use of related computer controlled equipment, eg, Computer Numeric Controlled machine tools.
- c) "Fabrication stream" includes fabrication, forging, carpentry, plumbing, founding, structural steel erection, electroplating, metal spinning, metal polishing, sheet metal work and the use of related computer controlled equipment. This includes fabrication in all metals, plastics, carbon fibre, composite materials, ceramics and other materials.

1.3.6 "Vocational Fields" are the five vocational fields recognised within the classification structure of this Agreement, namely: trade; technical engineering/production; supervisor/trainer/coordinator; and professional. The fields are defined as:

- a) "Trade" includes an employee who possesses as a minimum qualification a trade certificate in any of the engineering streams or Certificate IV in Engineering including Higher Engineering Trades or Special Class Trades (as defined).
- b) "Technical Field" includes:
 - (i) Production planning, including scheduling, work study, and estimating materials, handling systems and like work.

- (ii) Technical including inspection, quality control, supplier evaluation, laboratory, non-destructive testing, technical purchasing, and design and development work (prototypes, models, specifications) in both product and process areas and like work.
 - (iii) Design and draughting and like work.
- c) "Engineering/Production Field" includes employees primarily engaged in production work including production, distribution, stores and warehousing, but does not require a qualification in the trade, technical, professional or supervisory fields.

1.3.7 "Supervisor/Trainer/Coordinator Field" includes employees who are responsible for:

- a) the work of other employees and/or provision of on-the-job training including coordination and/or technical guidance; or
- b) supervision and/or training of other supervisors or trainers; or
- c) primarily the exercise of technical skills, as defined, up to the level of their skill and competence and who are additionally involved in the supervision/training of other employees.

1.3.8 "Professional Field" includes an employee who possesses an academic qualification which enables that employee to become a graduate member of the Engineers Australia or an academic qualification in science set out in the Academic Schedule appearing in the Metal Industry Award 1976 Part IV - Professional Scientists.

1.3.9 "Confined Space" means a compartment, space or place the dimensions of which necessitate an employee working in a stooped or otherwise cramped position, or without proper ventilation.

1.4 PERIOD OF OPERATION

This Agreement shall operate from 7 days after the date of approval by the Fair Work Commission and it will continue to apply until the nominal expiry date of 30th June 2027.

The parties will aim to commence negotiations for a new agreement at least 2 months before the nominal expiry date of this Agreement.

1.5 APPLICATION

This Agreement shall apply to the establishment of Morgan Technical Ceramics, located at 4 Redwood Drive Notting Hill, VIC 3168 and to all employees who are employed to perform work described in levels C14 to C6 of the classification structure referred to in clause 5.2 of this Agreement.

1.6 PARTIES BOUND

This Agreement shall be binding on:

- a) The Australian Manufacturing Workers Union;
- b) Morgan Technical Ceramics Pty Ltd; and
- c) The employees of Morgan Technical Ceramics Pty Ltd as described in clause 1.5 of this Agreement.

1.7 AIM OF AGREEMENT

It is the objective of the parties to this Agreement to implement workplace practices to improve the efficiency of the site, enhance skills and job satisfaction, and achieve a high standard of safety, health and environmental practices.

1.8 VISION AND VALUES

To realise our vision of being an internationally competitive advanced ceramics business, we shall use quality principles to ensure all our activities ultimately add value to shareholder returns:

- a) Achieve outstanding levels of customer satisfaction;
- b) Be a world competitive and innovative company;
- c) Develop our technology to secure and expand our market position; and
- d) Operate to the highest standards of ethical behaviour and honesty and with full regard for the safety and health of employees, customers and the environment

1.9 QUALITY

1.9.1 The Company sees quality as a prime requirement of its business.

1.9.2 The Company and its employees shall work closely with customers and suppliers to provide the level of service that best meets customer needs, and continuously improve production outcomes. "Fitness for purpose" will be the guiding principle at all times.

1.9.3 All parties are committed to ensuring the conformance of products to specification and improving the quality of our customer service. The aim shall be to "do it right the first time", thereby minimising scrap and rework.

1.9.4 The Company shall ensure that an environment exists which enables employees to be fully committed to the achievement of quality objectives. The process of continuous improvement shall be the principal means of ensuring the existence and continuation of this environment.

1.10 RELATIONSHIP BETWEEN THIS AGREEMENT, THE NES AND THE AWARD

1.10.1 The NES is a set of legislated minimum employment entitlements under the Act. In summary, the NES provide the following entitlements:

- a) An average of 38 ordinary hours of work per week;
- b) An employee with 12 months' service has the right to request a change in working arrangements to assist the employee to care for a child under school age. The employer can refuse the request on reasonable business grounds;
- c) Up to 12 months unpaid parental leave, with an employee right to request an extension for a further period of up to 12 months. The employer can refuse the request on reasonable business grounds;
- d) Four weeks annual leave per annum with an additional week for certain continuous shiftworkers;
- e) Up to 10 days per annum paid personal/carer's leave;
- f) Up to two days unpaid carer's leave per occasion for casuals and employees who have exhausted their paid carer's leave entitlements;
- g) Up to two days paid compassionate leave per occasion;
- h) 10 days paid family and domestic violence leave;
- i) Paid jury service leave and unpaid leave for eligible community service activities;
- j) Long service leave consistent with the relevant federal award provisions;
- k) Public holidays;
- l) Notice of termination and redundancy pay, subject to certain exclusions; and
- m) The provision of a Fair Work Information Statement, Casual Employment Information Statement and Fixed Term Contract Information Statement to new employees.

1.10.2 This Agreement shall be read and interpreted in conjunction with the NES provided that where there are any inconsistencies between this Agreement and the NES, the beneficial provisions to an employee shall take precedence.

1.10.3 This Agreement shall be read and interpreted in conjunction with the NES provided that where there are any inconsistencies between this Agreement and the NES, the beneficial provisions to an employee shall take precedence.

1.10.4 Subject to the provisions of the Act, and provisions of this Agreement, this Agreement shall operate to the exclusion of all other agreements and awards that might otherwise apply or that applied in the past to employees.

Part 2 ENTERPRISE FLEXIBILITY

2.1 FACILITATIVE PROVISIONS

2.1.1 Agreement to vary Agreement provisions

- a) This Agreement contains facilitative provisions which allow agreement between the Company and employees on how specific Agreement provisions are to apply at the workplace or section or sections of it. The facilitative provisions are identified in 2.1.2, 2.1.3 and 2.1.4.
- b) The specific Agreement provisions establish both the standard Agreement condition and the framework within which agreement can be reached as to how the particular provisions should be applied in practice. Facilitative provisions are not to be used as a device to avoid Agreement obligations nor should they result in unfairness to an employee or employees covered by this Agreement.

2.1.2 Facilitation by individual agreement

- a) The following facilitative provisions can be utilised upon agreement between the Company and an employee provided that the agreement complies with clause 2.1.2(b), (c)(i) and (ii):
 - (i) Minimum Engagement for Casuals 4.2.3(d)(ii)
 - (ii) Minimum Engagement for Part-time Employee 4.2.4(a)(iii)
 - (iii) Variation to hours Part-time Employment 4.2.4(b)(ii)
 - (iv) Tool Allowance 5.4.2(f)
 - (v) Make-up Time 6.1.5
 - (vi) Meal Break 6.3
 - (vii) Time off in Lieu of Payment for Overtime 6.4.1 (d)
 - (viii) Rest Period after Overtime 6.4.4 (d)
 - (ix) Annual Leave in One or More Separate Periods 7.1.11
 - (x) Time of Taking Annual Leave 7.1.16
- b) The agreement reached must be recorded in the time and wage record kept by the Company.
- c) If an employee is a member of a union bound by this Agreement:
 - (i) the employee may be represented by the union in meeting and conferring with the Company about the implementation of the facilitative provisions.
 - (ii) The union must be given a reasonable opportunity to participate in negotiations regarding the proposed implementation of a facilitative provision. Union involvement does not mean that the consent of the union is required prior to the introduction of agreed facilitative arrangements.

2.1.3 Facilitation by majority or individual agreement

- a) Subject to paragraphs (b) and (c) of this subclause, the following facilitative provisions can be utilised upon agreement between the Company and the majority of employees in the workplace or a section or sections of it OR, the Company and an individual employee.
 - (i) Period for Casual Election to Convert 4.2.3(b)(i)
 - (ii) Payment of Wages 5.6.2
 - (iii) Ordinary hours of Work for Day Workers on Weekends 6.1.1(b)
 - (iv) Variation to Spread of Hours for Day Workers 6.1.1(c)
 - (v) Methods of Arranging Ordinary Working Hours 6.1.3(a)&(b)
 - (vi) Shift Definitions 6.2.1
 - (vii) Working in Excess of Five Hours without a Meal Break 6.3.1(b)
 - (viii) Substitution of Public Holidays 7.4.1(e)

- b) Where agreement has been reached with the majority of employees in the workplace or a section or sections of it to implement a facilitative provision in clause 2.1.3(a), the Company may not implement that agreement unless:
 - (i) it complies with 2.1.2(b), 2.1.2(c) and where specified 2.1.5; and
 - (ii) agreement has been reached with each individual employee to be covered by the facilitative provision.
- c) Where no agreement has been sought by the Company with the majority of employees in accordance with 2.1.3(b), the Company may seek to reach agreement with individual employees in the workplace, and such agreement will be binding on individual employees provided it complies with 2.1.2(b) and (c) and provided that the agreement is only with an individual employee or a number of individuals less than the majority in the workplace or a section or sections of it.

2.1.4 Facilitation by Majority Agreement

- a) The following facilitative provisions may only be utilised upon agreement between the Company and the majority of employees in the workplace or a section or sections of it.
 - (i) Ordinary Hours of Work, Non-continuous Shift Workers 6.1.1 & 6.1.2
 - (ii) 12 Hour Shifts 6.1.3(c)
 - (iii) Public Holiday Shifts 6.2.4(d)
 - (iv) Annual Close Down 7.1.20
- b) Where agreement has been reached with the majority of employees in the workplace, or a section or sections of it, to implement a facilitative provision in 2.1.4(a), that agreement shall be binding on all such employees, provided the requirements of 2.1.2(b), 2.1.2(c) and where specified 2.1.5 have been met.

2.1.5 Additional Safeguard

- a) An additional safeguard applies to:
 - (i) Period of Payment of Wages 5.6.2
 - (ii) Ordinary Hours of Work, Non-Continuous Shift Workers. 6.1.1 & 6.1.2
- b) The additional safeguard requires that the unions which are party to the Agreement and which have members employed at the enterprise covered by the Agreement shall be informed by the Company of the intention to use the facilitative provision and shall be given a reasonable opportunity to participate in the negotiations regarding its use. Union involvement in this process does not mean that the consent of the union is required prior to the introduction of agreed facilitative arrangements.

2.1.6 Majority vote at the initiation of the Company

- a) A vote of employees in the workplace, or a section or sections of it, taken in accordance with 2.1.3 or 2.1.4, to determine if there is majority employee support for implementation of a facilitative provision, will be of no effect, unless taken with the agreement of the Company.

2.1.7 Dispute over facilitation

- a) In the event that a dispute or difficulty arises over the implementation or continued operation of a facilitative provision, the matter will be handled in accordance with the dispute resolution procedure contained in the Agreement.

2.1.8 Any new facilitative arrangement shall not be introduced during the life of this Agreement unless agreed between the parties.

2.2 WORKPLACE FLEXIBILITY

2.2.1 The effect of the terms in clause of the Agreement may be varied by an individual flexibility arrangement ("IFA").

2.2.2 The Company will not make an IFA with an employee unless the following conditions are satisfied:

- a) The IFA must be about matters that would be permitted matters under section 172 of the Act;
- b) The IFA must not include a term that would be an unlawful term under section 194 of the Act;
- c) The IFA must be genuinely agreed to by the Company and the employee; and
- d) The IFA must result in the employee being better off overall than the employee would have been if no IFA were agreed to.

2.2.3 The IFA must be able to be terminated:

- a) by either the employee, or the Company, giving written notice of not more than 28 days; or
- b) by the employee and the Company at any time if they agree, in writing, to the termination.

2.2.4 The IFA must be in writing and signed:

- a) in all cases-by the employee and the Company; and
- b) if the employee is under 18-by a parent or guardian of the employee.

2.2.5 The IFA must be given to the employee within 14 days after it is agreed to.

2.2.6 It is a very serious breach of this Agreement if the Company enters into an IFA and the above conditions are not satisfied.

2.2.7 The terms that may be subject to an IFA are:

- a) Subclause 7.1.9 - Annual Leave single day absences.

2.3 CONTINUOUS IMPROVEMENT

2.3.1 All parties to this Agreement support the concept of and will work together towards establishing a "continuous improvement" culture. The Consultative Committee is responsible for monitoring and supporting workplace change and innovation, and will use periodic company initiatives to assist in this area.

2.3.2 As changes and improvements are identified and agreed they will be implemented.

2.3.3 All employees within the Company are committed to continuous improvement in the annual targets for safety, quality and productivity.

2.3.4 In keeping with an evolving continuous improvement culture, employees are committed to proactively engaging in a range of initiatives. The following are examples:-

- a) Opportunity time activities
- b) Increased focus on schedule requirements
- c) Collection and reporting on process information
- d) Initiation of corrective actions

- e) Developing existing procedures to further reduce unnecessary activities
 - f) Increased focus on the 5S program
- 2.3.5 If the nature and level of an individual's involvement in continuous improvement activities such as the above overlap existing units in the site's competence standards then the appropriate assessment shall be conducted and if successful that unit shall be awarded to the individual.

Part 3 CONSULTATION AND DISPUTE RESOLUTION

3.1 CONSULTATIVE COMMITTEE

- 3.1.1 The parties agree to establish a consultative committee to assist the parties improve productivity, efficiency and to provide for the effective input of employees in site related matters that impact on them. Employee representatives on the committee will be nominated by employees of the respective work areas.
- 3.1.2 The objectives of the committee are to investigate, determine, and make recommendations on matters including but not limited to:-
- a) Introduction of new technology
 - b) Changes to work organization
 - c) Productivity improvement
 - d) New management practices
 - e) Periodic reviews of the implementation of the Enterprise Bargaining Agreement
- 3.1.3 Committee members will have adequate time and access to the work group they represent. They will also be provided with all relevant information and access to documentation and data pertaining to the subject matter in order to assist the consultative process, except where the Company is unable to do so for privacy and confidentiality reasons.
- 3.1.4 Minutes of meetings held by the Consultative Committee will be circulated to all employees.
- 3.1.5 The Committee will work in accordance with a Charter as agreed between the parties outlining its functions and responsibilities.

3.2 CONSULTATION

- 3.2.1 Introduction on Change and Company's duty to notify
- a) Where the Company has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant affects on employees, the Company shall notify the employees who may be affected by the proposed changes and their representatives.
 - b) "Significant effects" include termination of employment, major changes in the composition, operation or size of the company's workforce or in the skills required, the elimination or diminution of job opportunities, outsourcing of work that could lead to redundancies, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.
- 3.2.2 Company's duty to discuss change
- a) The Company shall discuss with the employees affected and their representatives, inter alia, the introduction of the changes referred to in paragraph 3.2.1(a), the affects the changes are likely to have on employees, measures to avert or mitigate the adverse affects of such changes on employees and shall give prompt and genuine consideration to matters raised by the employees and/or their representatives in relation-to the changes.

- b) The discussions with employees affected and their representatives shall commence as early as practicable after the Company has made a definite change as outlined in paragraph 3.2.1(a)(i) .
- c) For the purposes of such discussion, the Company shall provide in writing to the employees concerned and their representatives, all relevant information about the changes including the nature of the changes proposed; expected affects of the changes on employees and any other matters likely to affect employees provided that the Company shall not be required to disclose confidential or commercially sensitive information the disclosure of which would be inimical to the Company's interests.
- d) The Company shall provide information in languages other than English for employees of non-English speaking background.

3.2.3 Company's duty to be reasonable

- a) The Company shall take reasonable steps to mitigate the adverse effects of change upon employees

3.3 DISPUTES RESOLUTION PROCEDURE

- 3.3.1 In the event of a dispute in relation to a matter arising under this agreement and/or the NES, in the first instance the employee/s concerned will attempt to resolve the matter at the workplace by discussions between the employee/s concerned and the relevant supervisor and, if such discussions do not resolve the dispute, by discussions between the employee/s concerned and more senior levels of management as appropriate.
- 3.3.2 The participants directly involved in the dispute may appoint another person, organization or association to accompany or represent them in relation to the dispute.
- 3.3.3 If the dispute is unable to be resolved at the workplace, and all agreed steps for resolving it have been taken, the dispute may be referred to the Fair Work Commission (FWC) for resolution by mediation and/or conciliation and, where the matter in dispute remains unresolved, arbitration. If arbitration is necessary, the FWC may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions which are reasonably necessary to make the arbitration effective.
- 3.3.4 It is a term of this Agreement that while the dispute resolution procedure is being conducted work shall continue normally as per custom and practice or status quo unless an employee has a reasonable concern about an imminent risk to his or her health or safety.
- 3.3.5 The decision of the FWC will bind the parties, subject to either party exercising a right of appeal against the decision to a Full Bench.
- 3.3.6 Each party shall bear their own legal costs and the costs of any step they wish to take in the dispute resolution process including a secret ballot. Delegates shall not lose pay for attending proceedings relating to the Disputes Resolution Procedures.

Part 4 EMPLOYMENT RELATIONSHIP

4.1 EMPLOYER AND EMPLOYEE DUTIES

- 4.1.1 The Company may direct an employee to carry out such duties as are within the limits of the employee's skills, competence and training consistent with the classification structure of this Agreement provided that such duties are not designed to promote de-skilling.
- 4.1.2 The Company may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.

4.1.3 Any direction issued by the Company under this clause is to be consistent with the Company's responsibilities to provide a safe and healthy working environment.

4.2 EMPLOYMENT CATEGORIES

4.2.1 Probationary Employment

- a) The Company will initially engage a full-time or part-time employee for a period of probationary employment for the purpose of determining the employee's suitability for ongoing employment. The employee will be advised in advance that the employment is probationary for a period of six months.
- b) A probationary employee is for all purposes of the Agreement a full-time or part-time employee.
- c) Probationary employment forms part of an employee's period of continuous service for all purposes of the Agreement.

4.2.2 Full-time Employment

- a) Any employee not specifically engaged as being a part-time or casual employee is for all purposes of this Agreement a full-time employee.

4.2.3 Casual Employment

- a) A casual employee is to be one engaged and paid as such. A casual employee for working ordinary time shall be paid an hourly rate calculated on the basis of one thirty-eighth of the weekly Agreement wage prescribed in clause 5.1 for the work being performed plus a casual loading of 25 per cent. The loading constitutes part of the casual employee's all purpose rate.
- b) Casual Conversion
 - (i) A casual employee, other than an irregular casual employee as defined in clause 4.2.3(f)(i), who has been engaged the Company for a sequence of periods of employment under this Agreement during a period of six months shall thereafter have the right to elect to have his or her contract of employment converted to full-time employment or part-time employment if the employment is to continue beyond the conversion process.
 - (ii) The Company shall give notice in writing of the provisions of this clause within four weeks of the employee having attained such period of six months. The employee retains his or her right of election under this clause if the Company fails to comply with this paragraph.
 - (iii) Any such casual employee who does not within four weeks of receiving written notice elect to convert his or her contract of employment to a full-time employment or a part-time employment will be deemed to have elected against any such conversion.
 - (iv) Any casual employee who has a right to elect under clause 4.2.3(b)(i), upon receiving notice under clause 4.2.3(b)(ii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the Company that he or she seeks to elect to convert his or her contract of employment to full-time or part-time employment, and within four weeks of receiving such notice the Company shall consent to or refuse the election but shall not unreasonably so refuse. Any dispute about a refusal of an election to convert a contract of employment shall be dealt with as far as practicable with expedition through the dispute settlement procedure.
 - (v) 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 Company.
 - (vi) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with clause 4.2.3(b)(iv), the Company and employee in accordance with this subparagraph, and subject to clause 4.2.3(b)(iv), shall discuss and agree upon:
 - (1) which form of employment the employee will convert to, that is, full-time or part-time; and

- (2) 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, as set out in clause 4.2.4.

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 his or her 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 his or her 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 upon between the Company and employee.

Following such agreement being reached, the employee shall convert to full-time or part-time employment.

Where, in accordance with clause 4.2.3(b)(iv) the Company refuses an election to convert, the reasons for doing so shall be fully stated to and discussed with the employee concerned and a genuine attempt made to reach agreement.

Any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment shall be dealt with as far as practicable with expedition through the dispute settlement procedure.

- (vii) Subject to clause 2.1.3 (a) and (b) of the Agreement, by agreement between the Company and the majority of the employees in the relevant workplace, or section of it, or with the casual employee concerned, the Company may apply clause (i) as if the reference to six months is a reference to 12 months, but only in respect of a currently engaged individual employee or group of employees. Any such agreement shall be recorded in the time and wages records. Any such agreement reached with an individual employee may only be reached within the two months prior to the period of six months referred to in clause (i).

c) The Company must:

- (i) when engaging a person for casual employment, inform the employee then and there that the employee is to be employed as a casual, stating by whom the employee is employed, the job to be performed and the classification level, the actual or likely number of hours required, and the relevant rate of pay.
- (ii) give to a casual employee who has been engaged for one or more periods of employment extending over three or more weeks in any calendar month, and whose employment is or is likely to be ongoing, a note in writing signed by or on behalf of the Company stating:
- (1) the name and address of the Company;
 - (2) if the employee has been engaged by the Company to perform work on hire to another person or company or is regularly engaged to perform work on hire to other persons or companies, a statement to that effect.
 - (3) the job to be performed and the classification level on which the employee has been or is likely to be engaged;
 - (4) as far as practicable, the terms of the current engagement, including the likely number and likely pattern of hours required to be worked, the casual rate or other loading applied and the base rate of pay on which the loading is applied;
 - (5) the contingency on which the engagement expires, or the notice, if any, that will be given to terminate any ongoing employment;
- (iii) comply with this clause and it shall be sufficient compliance with clause (c)(ii) if the Company gives such a note in writing upon or following the first occasion on which the casual employee has been so engaged for a period or periods extending over three or more weeks in any calendar month.

- d) Minimum hours of work
 - (i) On each occasion a casual employee is required to attend work the employee is entitled to payment for a minimum of four hours work.
 - (ii) In order to meet his or her personal circumstances, a casual employee may request and the Company may agree to an engagement for less than the minimum of four hours. Any dispute about a refusal to such a request is to be dealt with as far as practicable with expedition through the dispute settlement procedure.
- e) An employee must not be engaged and re-engaged to avoid any obligation under this Agreement.
- f) An "irregular casual employee" is one who has been engaged to perform work on an occasional or non-systematic or irregular basis.
- g) The provisions of clause 4.2.3(b) do not apply to irregular casual employees.
- h) Caring responsibilities – Casual employees
 - (i) Subject to the evidentiary and notice requirements in clauses 7.2.8 and 7.2.9, casual employees are entitled to not be available to attend work, or to leave work:
 - (1) if they need to care for members of their immediate family (as defined in clause 7.2.1 (b)(iii)&(iv)) or a member of the casual employee's household who are sick or injured and require care or support, or who require care due to an unexpected emergency, or the birth of a child; or
 - (2) upon the death in Australia of an immediate family or household member.
 - (ii) The Company 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.
 - (iii) The Company must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of the Company to engage or not to engage a casual employee are otherwise not affected.

4.2.4 Part-time Employment

- a) Part time engagement
 - (i) An employee may be engaged to work on a part-time basis involving a regular pattern of hours which shall average less than 38 hours per week.
 - (ii) A part-time employee must be engaged for a minimum of three consecutive hours a shift.
 - (iii) In order to meet his or her personal circumstances a part-time employee may request and the Company may agree to an engagement for less than the minimum of three hours. Any dispute about a refusal to such a request is to be dealt with as far as practicable with expedition through the dispute settlement procedure.
- b) Hours of work
 - (i) Before commencing part-time employment, the employee and Company must agree:
 - (1) upon the hours to be worked by the employee, the days upon which they will be worked and the commencing and finishing times for the work;
 - (2) upon the classification applying to the work to be performed in accordance with Clause 5.2 of this Agreement.
 - (ii) Except as otherwise provided in this Agreement a part-time employee is entitled to be paid for the hours agreed upon in accordance which 4.2.4 (b)(i)(1).

- (iii) The terms of this agreement may be varied by consent.
- (iv) The terms of this agreement or any variation to it shall be in writing and retained by the Company. A copy of the agreement and any variation to it shall be provided to the employee by the Company.
- c) The terms of this Agreement shall apply pro rata to part-time employees on the basis that ordinary weekly hours for full-time employees are 38.
- d) Overtime
 - (i) A part-time employee who is required by the Company to work in excess of the hours agreed upon in accordance with 4.2.4(b) (i) and (iii), shall be paid overtime in accordance with clause 6.4 of this Agreement.
- e) Public Holidays
 - (i) Where the part-time employee's normal paid hours fall on a public holiday prescribed in clause 7.8.1 and work is not performed by the employee, such employee shall not lose pay for the day. Where the employee works on the holiday, such employee shall be paid in accordance with Clause 7.8.5 of this Agreement.

4.2.5 Employment for a Specific Period of Time or a Specific Task or Tasks

- a) An employee may be engaged on a full time or part time basis for a specific period of time or for specific task/s.
- b) The details of the specific period of time or specific task/s shall be set out in writing and retained by the Company. The Company shall provide a copy to the employee.
- c) An employee engaged in accordance with 4.2.5(a) is for all purposes of the Agreement a full-time or part-time employee, except where otherwise specified in this Agreement.
- d) Service under a contract of employment for a specific period of time or specific task/s shall form part of an employee's period of continuous service, where such employee is engaged as a full-time or part-time employee immediately following such contract of employment.

4.3 TERMINATION OF EMPLOYMENT

4.3.1 Notice of Termination by the Company

- a) In order to terminate the employment of an employee the Company must give to the employee the following notice:

Period of Service	Period of Notice
1 year or less	1 week
1 year and up to the completion of 3 years	2 weeks
3 years and up to the completion of 5 years	3 weeks
5 years and over	4 weeks

- b) In addition to the notice in 4.3.1(a) employees over 45 years of age at the time of the giving of the notice with not less than two years' service, are entitled to an additional week's notice.
- c) Payment in lieu of the notice prescribed in 4.3.1(a) must 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 thereof.

- d) The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the employee's employment had continued until the end of the required period of notice, the Company would have become liable to pay to the employee because of the employment continuing during that period. That total must be calculated on the basis of:
 - (i) the employee's ordinary hours of work (even if not standard hours); and
 - (ii) the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and
 - (iii) any other amounts payable under the employee's contract of employment.
- e) the period of notice in this clause does not apply:
 - (i) in the case of dismissal for serious misconduct;
 - (ii) to apprentices;
 - (iii) to employees engaged for a specific period of time or for a specific task or tasks;
 - (iv) 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
 - (v) to casual employees.
 - (vi) Termination provisions for Apprentices are provided by the relevant State or Territory Training Authority.
- f) For the purposes of this clause, service shall be calculated in the manner prescribed by subclause 7.1.15 Entitlement to Leave.

4.3.2 Notice of Termination by Employee

- a) The notice of termination required to be given by an employee shall be the same as that required of the Company except that there is no additional notice based on the age of the employee concerned.
- b) If an employee fails to give the notice set out in 4.3.1(a) then the Company has the right to withhold monies due to the employee to a maximum amount equal to the amount the employee would have received under 4.3.1(d).

4.3.3 Summary Dismissal

The Company has the right to dismiss any employee without notice for serious misconduct and in such cases any entitlements under this Agreement are to be paid up to the time of dismissal only.

4.3.4 Job search entitlement

Where the Company has given notice to an employee, the 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 Company.

4.3.5 Transmission of business

Where a business is transmitted from one employer to another, as set out in clause 4.4 - Redundancy, the period of continuous service that the employee had with the transmittor or any prior transmittor is deemed to be service with the transmittee and taken into account when calculating notice of termination. However, an employee shall not be entitled to notice of termination or payment in lieu of notice for any period of continuous service in respect of which notice has already been given or paid for.

4.4 REDEPLOYMENT AND REDUNDANCY

In the event of redundancy, the following provisions will apply:

4.4.1 Introduction

The Company recognises that redundancy should be a decision of last resort. Where possible steps will be taken to avoid redundancy and its considerable impact on employees. An employee will be offered redundancy, only after attempts to redeploy him/her within the Company have failed.

Where Company has made a definite decision to reduce its workforce and where it is unable to find alternative employment within the Company, it reserves the right to retain in each area work classification, persons of competence and experience over persons lacking competence and experience.

4.4.2 Consultation and provision of information

Where the Company has made a decision that the Company no longer wishes the job the employee has been doing 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 shall hold discussions with the employees directly affected and with their representatives

The discussions shall take place as soon as is practicable after the Company has made a definite decision, which will involve the provisions of the above paragraph and shall cover, inter alia, any reasons for the proposed termination, measures to avoid or minimise the terminations and measures to mitigate any adverse affects of any terminations on the employee(s) concerned.

For the purposes of the discussion the Company shall, as soon as practicable after making a decision but before any terminations, provide in writing to the employees concerned and their representatives all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of workers normally employed and the period over which or the time when the terminations are likely to be carried out. Provided that the Company shall not be required to provide confidential information, the disclosure of which would be contrary to the Company's interests.

During the consultation process the Company may seek expressions of interest for any employees who wish to volunteer for a redundancy. However, the Company is not required to select volunteers and the Company will retain the absolute discretion as to which employees and roles are made redundant based on skill set, competencies, performance and other objective criteria determined by the Company.

If redundancies are still necessary after following the procedures set out above the severance and notice provisions as listed below shall apply:

4.4.3 Period of Notice

While every effort will be made to inform employees as early as possible of impending redundancy, all employee being made redundant shall be afforded six weeks' notice of such redundancy, payment in lieu of such notice, or a combination of the above.

4.4.4 Severance Allowance

Severance allowance shall be paid to redundant employees with one year or more continuous service with the Company on the basis of four weeks pay per completed year of service. The pay rate used shall be the employee's hourly rate of pay as per the site classification structure, and excludes shift premium and first aid allowance.

Completed quarter years of service above the first year will be recognized on a pro rata basis. i.e. One week for each quarter year of continuous service after the first year.

The severance allowance applied to any individual employee shall not exceed a maximum of 80 weeks payment.

4.4.5 Annual Leave

Pro rata annual leave and pro rata leave loading will be paid on termination.

4.4.6 Long Service Leave

Where a redundant employee has been in the employment of the Company for a period of five years, an ex-gratia payment will be made equivalent to pro rata long service entitlement, but not requiring statutory qualifying periods.

4.4.7 Personal/Carers leave

A redundant employee will have his/her personal/carers leave accrual up to a maximum of 60 days paid out on redundancy.

4.4.8 Health Benefits Gap Plan per Company policy

Any redundant employee at the time of termination may submit claims for medical benefits accrued under the Morgan Technical Ceramics Health Benefits Gap Plan up to that date up to a value of \$2375.

4.4.9 Assistance to Redundant Employees

The Company will assist in every way possible the placement outside the Company of any redundant employee for whom alternative work within the Company is not available.

A redundant employee who is working out notice shall be entitled to reasonable opportunities for paid time off to attend prearranged interviews for alternative employment on the basis of prior local arrangement with his/her supervisor.

The Company will advise Centrelink when a redundancy situation exists, and will seek their participation in proceedings as appropriate.

The Company will further arrange for redundant employees to be referred to independent financial advisors as appropriate.

4.4.10 Statement of Employment

The Company shall upon receipt of a request from an employee whose employment has been terminated, provide to an employee a written statement specifying the period of employment and the classification of or the type of work performed by the employee.

4.5 ABSENCE FROM DUTY

Unless a provision of this Agreement states otherwise (e.g. personal/carers leave), an employee not attending for duty will lose their pay for the actual time of such non- attendance.

4.6 STANDING DOWN EMPLOYEES

The Company has the right to deduct payment for any day the employee cannot be usefully employed because of any strike or through any breakdown in machinery or any stoppage of work by any cause for which the Company cannot reasonably be held responsible.

4.7 ABANDONMENT OF EMPLOYMENT

The absence of an employee from work for a continuous period exceeding three working days without the consent of the Company and without notification to the Company shall be prima facie evidence that the employee has abandoned their employment.

Provided that if within a period of 14 days from their last attendance at work or the date of their last absence in respect of which notification has been given or consent has been granted an employee has not established to the satisfaction of the Company that they were absent for reasonable cause, they shall be deemed to have abandoned their employment.

Termination of employment by abandonment in accordance with this subclause shall 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.

PART 5 RATES OF PAY AND RELATED MATTERS

5.1 WAGE RATES

Wages shall be increased as follows:

- 5% effective 1 July 2024
- 4.25% effective 1 July 2025
- 4.25% effective 1 July 2026

5.2 CLASSIFICATION STRUCTURE

5.2.1 The parties agree to the need to maintain the competency based classification structure consistent with the provisions of the award. This will incorporate a continuing review mechanism to address both currently identified issues and those issues that arise in the development of the structure.

The parties agree that fundamental to the effectiveness of this new classification structure is a commitment to:

- The development of a more highly skilled and flexible workforce
- The provision of career opportunities consistent with the future workload needs of the Company
- The removal of barriers to employees using skills acquired and required by the Company
- The development of work teams that will have sufficient skill mix to maximise flexibility and efficiency available when carrying out tasks to which the team is assigned
- The opportunity for reclassification of people consistent with business needs on proof and application of additional skills or evidence of qualifications beyond their existing classification level.

5.2.2 The determination of classifications shall be as provided for in the National Metal and Engineering Industry Competency Standards Implementation Guide 1999 as published by the Manufacturing, Engineering and Related Services Advisory Body Ltd, as varied from time to time and the Carpenter in-house application of version 4 of that Guide and the Monash Site classification letter of understanding dated September 1999.

Any issues associated with the application and administration of the structure will be addressed as and when they arise via the site consultative committee. Any issues associated with the use of the competency standards will be addressed as and when they arise by the competency assessors panel.

5.2.3 Classification Definitions

Note: The following classification definitions should be read in conjunction with:

- the stream and field definitions in subclauses 1.4.2 and 1.4.3 respectively;
- the definitions of "or equivalent", "work within the scope of this level" and "Engineering Associate" at the end of this Schedule;

- the National Metal and Engineering Competency Standards Implementation Guide especially Table 2 of that Guide which shows the alignment between old and new titles under the Australian Qualifications Framework. For example Advanced Certificates are now known as National Diplomas and Associate Diplomas as National Advanced Diplomas;

Trainer/Supervisor/Coordinator Level 1

A Trainer/Supervisor/Coordinator Level I is an employee who is responsible for the work of other employees and/or provision of structured on-the-job training. Such an employee has completed a qualification at AQFIII level or above, of which at least one third of the competencies are related to supervision/training, or equivalent.

Notwithstanding the above definition an employee who is mainly engaged to perform work supervising or coordinating the work of other employees and who has sufficient additional training beyond that of those coordinated or supervised so as to enable the employee to perform work within the scope of this level shall be classified at this level.

Trainer/Supervisor/Coordinator Level II

A Trainer/Supervisor/Coordinator Level II is an employee who is responsible for the supervision and/or training of Trainers/Supervisors/Coordinators Level I. Such an employee has completed an AQF IV or V qualification or equivalent of which at least 50% of the competencies are in supervision/training.

WAGE GROUP: C14

Engineering/Production Employee Level I

As Engineering/Production Employee - Level I is an employee who is undertaking up to 38 hours induction training which may include information on the enterprise, conditions of employment, introduction to supervisors and fellow workers, training and career path opportunities, plant layout, work and documentation procedures, occupational health and safety, equal employment opportunity and quality control/assurance.

An employee at this level performs routine duties essentially of a manual nature and to the level of his/her training:

- (i) performs general labouring and cleaning duties
- (ii) exercises minimal judgement
- (iii) works under direct supervision or
- (iv) is undertaking structured training so as to enable, them to work at the C13 level.

WAGE GROUP: C13

Engineering/production Employee Level II

An Engineering/Production Employee Level II is an employee who has completed up to three months structured training so as to enable the employee to perform work within the scope of this level.

An employee at this level performs work above and beyond the skills of an employee at C14 and to the level of his/her skills, competence and training.

- (i) Works in accordance with standard operating procedures and established criteria;

- (ii) Works under direct supervision either individually or in a team environment;
- (iii) Understands and undertakes basic quality control/assurance procedures including the ability to recognise basic quality deviations/faults;
- (iv) Understands and utilises basic statistical process control procedures;
- (v) Follows safe work practices and can report workplace hazards.

WAGE GROUP: C12

Engineering/Production Employee Level III

An Engineering/Production Employee - Level III is an employee who has completed an Engineering Production Certificate I or Certificate II in Engineering or equivalent so as to enable the employee to perform work within the scope, of this level.

An employee at this level performs work above and beyond the skills of an employee at C 13 and to the level of his/her skills, competence and training.

- (i) Is responsible for the quality of his/her own work subject to routine supervision;
- (ii) Works under routine supervision either individually or in a team environment;
- (iii) Exercises discretion within his/her level of skills and training;
- (iv) Assists in the provision of on the job training.

WAGE GROUP: C11

Engineering/Production Employee Level IV

An Engineering/production Employee Level IV is an employee who has completed an Engineering Production Certificate II or Certificate 11 in Engineering Production Technology or equivalent so as to enable the employee to perform work within the scope of this level.

An employee at this level performs work above and beyond the skills of an employee at C 12 and to the level of his/her skills, competence and training.

- (i) Works from complex instructions and procedures;
- (ii) Assists in the provision of on-the-job training;
- (iii) Co-ordinates work in a team environment or works individually under general supervision;
- (iv) Is responsible for assuring the quality of his/her own work.

WAGE GROUP: C10

Engineering Tradesperson Level I

An Engineering Tradesperson Level I is an employee who holds a trade certificate or tradespersons rights certificate or equivalent as an:

- (i) Engineering Tradesperson (Electrical/Electronic) Level I;

- (ii) Engineering Tradesperson (Mechanical) Level I;
- (iii) Engineering Tradesperson (Fabrication) Level I;
- (iv) or equivalent,

and is able to exercise the skills and knowledge of the engineering trade so as to enable the employee to perform work within the scope of this level.

An Engineering Tradesperson Level I works above and beyond an employee at CI I and to the level of his/her skills, competence and training,

- (i) Understands and applies quality control techniques;
- (ii) Exercises good interpersonal and communications skills;
- (iii) Exercises keyboard skills at a level higher than C11;
- (iv) Exercises discretion within the scope of this classification level;
- (v) Performs work under limited supervision either individually or in a team environment;
- (vi) Operates lifting equipment incidental to his/her work;
- (vii) Performs non-trade tasks incidental to his/her work;
- (viii) Performs work which while primarily involving the skills of the employee's trade is incidental or peripheral to the primary task and facilitates the completion of the whole task. Such incidental or peripheral work would not require additional formal technical training;
- (ix) Able to inspect products and/or materials for conformity with established operational standards.

Production Systems Employee

A Production Systems Employee is an employee who, while still being primarily engaged in Engineering /Production work and applies the skills acquired through the successful completion of an Engineering Production Certificate III or Certificate of Engineering Production Systems or equivalent in the production, distribution, or stores functions so as to enable the employee to perform work within the scope of this level.

A Production Systems Employee works above and beyond an employee at C1 I and to the level of his/her skills, competence and training.

- (i) Understands and applies quality control techniques;
- (ii) Exercises good interpersonal communications skills;
- (iii) Exercises discretion within the scope of this classification level;
- (iv) Exercise keyboard skills at a level higher than C11;
- (v) Performs work under limited supervision either individually or in a team environment;
- (vi) Able to inspect products and/or materials for conformity with established operational standards.

WAGE GROUP: C9

Engineering Tradesperson Level II

Engineering Technician Level I

An Engineering Tradesperson level II is an:

- (i) Engineering Tradesperson (Electrical/Electronic) Level II; or
- (ii) Engineering Tradesperson (Mechanical) Level II; or
- (iii) Engineering Tradesperson (Fabrication) Level II,

who has completed the minimum training requirements specified in Section 1.1 of this Schedule or equivalent.

An Engineering Tradesperson Level II works above and beyond a tradesperson at C 10 and to the level of his/her skills and competence and training performs work within the scope of this level and:

- (i) Exercises discretion within the scope of this classification;
- (ii) Works under limited supervision either individually or in a team environment;
- (iii) Understands and implements quality control techniques;
- (iv) Provide trade guidance and assistance as part of a work team;
- (v) Operates lifting equipment incidental to his/her work;
- (vi) Performs non-trade tasks incidental to his/her work.

Engineering Technician Level I

An Engineering Technician Level I is an employee who has the equivalent level of training of a C9 Engineering Tradesperson or equivalent so as to enable the employee to apply skills within the scope of this level. The skills exercised by the Engineering Technician Level I are in the technical fields as defined by this Appendix including draughting, planning or technical tasks requiring technical knowledge.

At this level the employee is engaged on routine tasks in the technical fields.

WAGE GROUP: C8

Engineering Tradesperson Special Class Level I

Engineering Technician Level II

A Special Class Engineering Tradesperson Level I means a:

- (i) Special Class Engineering Tradesperson (Electrical/Electronic) Level I; or
- (ii) Special Class Engineering Tradesperson (Mechanical) Level I; or
- (iii) Special Class Engineering Tradesperson (Fabrication) Level I;

who has completed the minimum training requirements specified in Section 1.1 of this Schedule or equivalent.

An Engineering Tradesperson Special Class Level I works above and beyond a tradesperson at C9 and to the level of his/her skills, competence and training performs work within the scope of this level.

- (i) Provides trade guidance and assistance as part of a work team;
- (ii) Assists in the provision of training in conjunction with supervisors and trainers;
- (iii) Understands and implements quality control techniques;
- (iv) Works under limited supervision either individually or in a team environment;
- (v) Operates lifting equipment incidental to his/her work;
- (vi) Performs non-trade tasks incidental to his/her work.

Engineering Technician Level II

An Engineering Technician Level II is an employee who has the equivalent level of training of a C8 Engineering Tradesperson Special Class Level I or equivalent so as to enable the employee to apply skills within the scope of this level. The skills exercised by the Engineering Technician Level II are in the technical fields as defined by this Appendix including draughting, planning or technical tasks requiring technical knowledge.

At this level the employee is required to exercise judgment and skill in excess of that required at C9 under the supervision of technical or professional staff.

WAGE GROUP: C7

Engineering Tradesperson Special Class Level II Engineering Technician - Level III

A Special Class Engineering Tradesperson Level II means a:

- (i) Special Class Engineering Tradesperson (Electrical/Electronic) level II; or
- (ii) Special Class Engineering Tradesperson (Mechanical) Level II; or
- (iii) Special Class Engineering Tradesperson (Fabrication) Level II; or
- (iv) Higher Engineering Tradesperson

who has completed the minimum training requirements specified in Section 1.1 of this Schedule or equivalent.

An Engineering Tradesperson Special Class Level II works above and beyond a tradesperson at C8 and to the level of his/her skills, competence and training performs work within the scope of this level.

- (i) Is able to provide trade guidance and assistance as part of a work team;
- (ii) Provides training in conjunction with supervisors and trainers;
- (iii) Understands and implements quality control techniques;
- (iv) Works under limited supervision either individually or in a team environment;
- (v) Operates lifting equipment incidental to his/her work;

- (vi) Performs non-trade tasks incidental to his/her work.

Engineering Technician Level III

Engineering Technician Level III is an employee who has the equivalent level of training of a C7 Engineering Tradesperson Special Class Level II or equivalent so as to enable the employee to apply skills within the scope of this level. The skills exercised by the Engineering Technician Level III are in the technical fields as defined by this Appendix including draughting, planning or technical tasks requiring technical knowledge.

At this level the employee is engaged in detail draughting and/or planning or technical duties requiring judgement and skill in excess of that required of a technician at C8 under the supervision of technical or professional staff;

WAGE GROUP: C6

**Advanced Engineering Tradesperson Level I
Engineering Technician Level IV**

An Advanced Engineering Tradesperson Level I means an:

- (i) Advanced Engineering Tradesperson (Electrical/Electronic) - Level I; or
- (ii) Advanced Engineering Tradesperson (Mechanical) Level I; or
- (iii) Advanced Engineering Tradesperson (Fabrication) Level I

who has completed the minimum training requirements specified in Section 1.1 of this Schedule or equivalent.

An Advanced Engineering Tradesperson Level I works above and beyond a tradesperson at C7 and to the level of his/her skills, competence and training performs work within the scope of this level.

- (i) Undertakes quality control and work organisation at a level higher than for C7;
- (ii) Provides trade guidance and assistance as part of a work team;
- (iii) Assists in the provision of training to employees in conjunction with supervisors/trainers;
- (iv) Works under limited supervision either individually or in a team environment;
- (v) Prepares reports of a technical nature on specific tasks or assignments;
- (vi) Exercises broad discretion within the scope of this level;
- (vii) Operates lifting equipment incidental to his/her work;
- (viii) Performs non-trade tasks incidental to his/her work.

Engineering Technician Level IV

An Engineering Technician Level IV is an employee who has the equivalent level of training of a C6 - Advanced Engineering Tradesperson Level I or equivalent so as to enable the employee to apply skills within the scope of this level. The skills exercised by the Engineering Technician Level IV are in the technical fields as defined by this Appendix including draughting, planning or technical tasks requiring technical knowledge.

At this level the employee is engaged in detail draughting and/or planning and/or technical duties requiring judgement and skill in excess of that required of a technician at C7 under the supervision of technical and/or professional staff.

WAGE GROUP: C5

**Advanced Engineering Tradesperson Level II
Engineering Technician Level V**

An Advanced Engineering Tradesperson level II means an:

- (i) Advanced Engineering Tradesperson (Electrical/Electronic) Level II; or
- (ii) Advanced Engineering Tradesperson (Mechanical) Level II; or
- (iii) Advanced Engineering Tradesperson (Fabrication) Level II

who has completed the minimum training requirements specified in Section 1.1 of this Schedule or equivalent.

An Advanced Engineering Tradesperson Level II works above and beyond a tradesperson at C6 and to the level of his/her skills, competence and training performs work within the scope of this level.

- (i) Provides technical guidance or assistance within the scope of this level;
- (ii) Prepares reports of a technical nature on tasks or assignments within the employee's skills and competence;
- (iii) Has an overall knowledge and understanding of the operating principle of the systems and equipment on which the tradesperson is required to carry out his/her task;
- (iv) Assists in the provision of on-the-job training in conjunction with supervisors and trainers;
- (v) Operates lifting equipment incidental to his/her work; .
- (vi) Performs non-trade tasks incidental to his/her work.

Engineering Technician Level V

An Engineering Technician Level V is an employee who has the equivalent level of training of a C5 Advanced Engineering Tradesperson Level II or equivalent so as to enable the employee to apply skills within the scope of this level. The skills exercised by the Engineering Technician Level V are in the technical fields as defined by this Appendix including draughting, planning or technical tasks requiring technical knowledge.

At this level the employee is required to exercise judgment and skill in excess of that required at level C6.

WAGE GROUP: C4

Engineering Associate Level I

An Engineering Associate Level I means an employee who works above and beyond a technician at level C5 and who has completed the minimum training requirements specified in Section 1.1 of this Schedule or equivalent and is engaged in.

- (i) Making of major design drawings or graphics or performing technical duties in a specific field of engineering, laboratory or scientific practice such as research design, testing, manufacture, assembly, construction, operation, diagnostics and maintenance of equipment facilities or products, including computer software, quality processes, occupational health and safety and/or standards and plant and material security processes and like work; or
- (ii) Planning of operations and/or processes including the estimation of requirements of staffing, material cost and quantities and machinery requirements, purchasing materials or components, scheduling, work study, industrial engineering and/or materials handling process.

WAGE GROUP: C3

Engineering Associate Level II

An Engineering Associate Level II means an employee who works above and beyond an Engineering Associate at level C4 and who has successfully completed the minimum training requirements specified in Section 1.1 of this Schedule or equivalent and is engaged in:

- (i) Performing draughting, or planning or technical duties which require the exercise of judgment and skill in excess of that required by an engineering associate at level C4; or
- (ii) Possesses the skills of an Engineering Associate - Level I in a technical field and exercises additional skills in a different technical field as defined.

WAGE GROUP: C2(a)

Leading Technical Officer

Principal Engineering Trainer/Supervisor/Coordinator

Leading Technical Officer means an employee who works above and beyond an Engineering Associate - Level II at level C3 and has successfully completed a national advanced diploma or equivalent and sufficient additional training so as to enable the employee to perform work within the scope of this level. An employee at C2(a) is able to perform or coordinate work in more than one engineering, scientific or technical field as defined, or performs duties in a technical, engineering or scientific field which requires the exercise of judgement and/or skill in excess of that required of an Engineering Associate Level H.

Principal Engineering Trainer/Supervisor/Coordinator

Principal Engineering Trainer/Supervisor/Coordinator means a Trainer/Supervisor/ Coordinator who has completed a national advanced diploma or equivalent of which at least 50% of the competencies are in supervision/training and who when engaged at this level:

- (i) Possesses a sound knowledge of occupational health and safety, industrial relations, and communications processes and is able to use this knowledge in training and leading the work of others;
- (ii) Possesses a general knowledge and awareness of the administrative, business, and marketing strategies of the enterprise;

Indicative of the tasks which an employee at this level may perform are as follows:

- Plans, writes and delivers training programs for all engineering/production employees, apprentices, trainees, trade and lower technical levels;
- Plans and directs the work of engineering/production employees especially in new work organisation environments, eg, group work arrangements, CIM production techniques.

WAGE GROUP: C2(b)

Principal Technical Officer

A Principal Technical Officer works above and beyond an employee at the C2a level and who has successfully completed sufficient additional training to enable the employee to perform work within the scope of this level in addition to a national advanced diploma or equivalent. Within organisational policy guidelines and objectives a principal technical officer:

- (i) Performs work requiring mature technical knowledge involving a high degree of autonomy, originality and independent judgement;
- (ii) Looks after and is responsible for projects and coordinating such projects with other areas of the organisation as required by the operation of the organisation;
- (iii) Is responsible for the coordination of general and specialist employees engaged in projects requiring complex and specialised knowledge;
- (iv) Plans and implements those programs necessary to achieve the objectives of a particular project;
- (v) In the performance of the above functions, applies knowledge and/or guidance relevant in any or all of the fields of designing, planning and technical work as required by the Company's operation;
- (vi) Operates within broad statements of objectives without requiring detailed instructions; or
 - (i) Performs work at the above level of skill in a particular technical field;
 - (ii) Has as the overriding feature of his/her employment the ability to perform creative, original work of a highly complex and sophisticated nature;
 - (iii) Provides specialised technical guidance to other employees performing work within the same technical field.

DEFINITIONS

"Or equivalent" - where it appears in these classification definitions, the phrase "or equivalent" means:

- (i) Any training which a registered provider (eg. TAFE), or State Recognition authority recognises as equivalent to an accredited course which the Manufacturing Industry Skills Council (MISC) recognises for this level. This can include advanced standing through recognition of prior learning and/or overseas qualifications; or
- (ii) Where competencies meet the requirements set out in the MISC competency standards in accordance with the National Metal and Engineering Competency Standards Implementation Guide.

"Work within the scope of this level" -where it appears in these classification definitions, the phrase "work within the scope of this level" means:

- (i) For an employee who does not hold a qualification listed as a minimum training requirement, the employee shall apply skills within the enterprise selected in accordance with the Implementation Guide. Competencies selected must be competency standards recognised as relevant and appropriate by MISC and as endorsed by the National Training Quality Council.
- (ii) Where an employee has a qualification, section 5.1.3(c)(ii) of this Appendix should be followed.

"Engineering Associate" where it appears in these classification definitions, the phrase "Engineering Associate" is defined as a generic term which includes technical officers in a wide range of disciplines including laboratories and quality assurance; draughting officers; planners and other para-professionals.

5.3 TRAINING

The Company will facilitate quality training and development of its employees. Where an employee undertakes training, required by the company it shall be at the company's expense and as far as practicable in the employee's usual working time and the employee will not lose pay for attendance or travel costs associated with such training. Where an employee seeks to undertake further training and development that is consistent with the needs of the Company, the Company will provide assistance to the employee by agreement between the parties.

To enhance the smooth operation of this Agreement, the Company will allow eligible employee representatives leave with pay to attend training courses which are directed at the enhancement of the operation of the dispute resolution procedure, including its operation in connection with the Agreement and the Act.

The taking of any such leave shall be arranged having regard to the operational requirements of the Company so as to minimise any adverse effect on those requirements.

An employee taking such leave shall be entitled to normal ordinary time earnings for the period including shift premiums.

5.4 ALLOWANCES AND SPECIAL RATES

5.4.1 All-purpose Allowances

The following allowances shall apply for all purposes of the Agreement. All allowances are to be increased in line with the percentage increases of this Agreement.

a) Leading Hands

Leading hands in charge of three or more people shall receive the relevant weekly amount as set out below from the 1 July 2024.

In charge of:

3 to 10 employees \$105.88

11 to 20 employees \$154.03

b) Trainer/Supervisor/Coordinator Technical

A Trainer/Supervisor/Coordinator - Technical is an employee who is responsible primarily for the exercise of skills in technical fields as defined, up to the level of his/her skill and competence and who is additionally involved in the supervision/training of other technical employees. Such an employee shall receive not less than 107% of the rate of pay applicable to the employee's technical classification.

5.4.2 Other Allowances

a) Motor Allowance

Where an employee reaches agreement with the Company to use their own motor vehicle on the Company's business, such employee shall be paid, from 1 July 2024, an allowance of 98 cents per kilometre travelled.

b) First Aid Allowance

An employee who has been trained to render first aid and who is the current holder of appropriate first aid qualifications such as a certificate from the St. John's Ambulance or similar body shall be paid, from 1 July 2024, a weekly allowance of \$23.74 indexed according to the wage rate increases shown in clause 5.1 if appointed by the Company to perform first aid duty. This provision shall expressly exclude the entitlement of employees to the first aid allowance in the Award.

c) Meal Allowance

Refer to subclause 6.4.9.

d) Compensation for Damage to Clothing, Spectacles, Hearing Aids and Tools

Compensation must be made to the extent of the damage sustained where, in the course of the work, clothing, spectacles, hearing aids or tools of trade are damaged or destroyed by fire or molten metal or through the use of corrosive substances. The Company's liability in respect of tools is limited to the tools of trade which are ordinarily required for the performance of the employee's duties. Compensation is not payable if an employee is entitled to workers' compensation in respect of the damage.

e) Case Hardened Prescription Lenses

Where the Company requires an employee to have their prescription lenses case hardened it shall pay for the cost of such case hardening.

f) Tool Allowance

Whilst tools are provided, employees who resign after having completed three years' service are entitled to keep the tools issued to them by the Company.

5.4.3 Special Rates

Subject to subclause 5.4.3(a) and (b), the following special rates shall be paid to employees including apprentices and juniors.

a) Special Rates Not Cumulative

Where more than one of the disabilities set out in subclause 5.4.3(a) entitles an employee to extra rates, the Company shall be bound to pay only one rate, namely the highest rate for the applicable disabilities.

This does not apply in relation to cold places, hot places, wet places, confined spaces, dirty work or height money, the rates for which are cumulative.

b) Special Rates are not Subject to Penalty Additions

The special rates in subclause 5.4.3(a) shall be paid irrespective of the times at which the work is performed, and shall not be subject to any premium or penalty additions.

c) Hot Places

An employee who works for more than one hour in the shade in places where the temperature is raised by artificial means to:

- between 46 and 54 Celsius 0.79 cents per hour extra effective 1 July 2024;
- in excess of 54 Celsius \$1.03 cents per hour extra effective 1 July 2024.

Where work continues for more than two hours in temperatures exceeding 54 Celsius, employees shall be entitled to 20 minutes rest after every two hours work without deduction of pay. The

temperature shall be determined by the supervisor after consultation with the employees who claim the extra rate.

d) Confined Spaces

An employee working in a confined space (as defined) is entitled to \$1.03 per hour (from 1 July 2024) extra.

5.5 EXTRA RATES NOT CUMULATIVE

Extra rates in this Agreement, except rates prescribed in 5.4.3 (Special Rates) and rates for work on public holidays, are not cumulative so as to exceed the maximum of double the ordinary rates.

5.6 PAYMENT OF WAGES

Period of Payment

5.6.1 Wages shall be paid weekly according to the actual ordinary hours worked each week or according to the average number of ordinary hours worked each week.

5.6.2 By agreement between the Company and the majority of employees, wages may be paid 3 weekly, 4 weekly or monthly payments. Agreement in this respect may also be reached between the Company and an individual employee.

Method of payment

5.6.3 Wages shall be paid by electronic funds transfer into the employee's bank (or other recognised financial institution) account or accounts.

Payment of wages on termination of employment

5.6.4 On termination of employment, wages due to an employee shall be paid on the day of termination or forwarded to the employee by electronic funds transfer on the next working day.

PART 6 HOURS OF WORK, SHIFT WORK, MEAL BREAKS AND OVERTIME

6.1 ORDINARY HOURS OF WORK

6.1.1 Ordinary Hours of Work Day Workers

a) Subject to subclause 6.1.4, the ordinary hours of work for day workers are to be an average of 38 per week but not exceeding 152 hours in 28 days.

b) The ordinary hours of work may be worked on any day or all of the days of the week, Monday to Friday. The days on which ordinary hours are worked may include Saturday and Sunday subject to agreement between the Company and the majority of employees concerned. Agreement in this respect may also be reached between the Company and an individual employee.

c) The ordinary hours of work are to be worked continuously, except for meal breaks, at the discretion of the Company between 6.00 am and 6.00 pm. The spread of hours (ie. 6.00am to 6.00 pm) may be altered by up to one hour at either end of the spread, by agreement between the Company and the majority of employees concerned or in appropriate circumstances, between and an individual employee.

d) Any work performed outside the spread of hours is to be paid for at overtime rates. However, any work performed by an employee 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 38 ordinary hours of work.

- e) Where agreement is reached in accordance with 6.1.1(b) the minimum rate to be paid for a day worker for ordinary time worked between midnight on Friday and midnight on Saturday shall be time and a half.
- f) Where agreement is reached in accordance with 6.1.1(b) the minimum rate to be paid for a day worker for ordinary time worked between midnight on Saturday and midnight on Sunday shall be double time.

6.1.2 Ordinary Hours of Work for Non-Continuous Shift Workers

- a) Subject to 6.1.3(b), the ordinary hours of work for non-continuous shift workers are to be an average of 38 per week and must not exceed 152 hours in 28 consecutive days.
- b) By agreement between the Company and the majority of employees concerned, a roster system may operate on the basis that the weekly average of 38 ordinary hours is allowed over a period which exceeds 28 consecutive days but does not exceed 12 months.
- c) The ordinary hours of work are to be worked continuously, except for meal breaks, at the discretion of the Company.
- d) Except at change-over of shifts an employee will not be required to work more than one shift in each 24 hours.

6.1.3 Methods of Arranging Ordinary Working Hours

- a) Subject to the Company's right to fix the daily hours of work for day workers from time to time within the spread of hours referred to in 6.1.1(c) and the Company's right to fix the commencing and finishing time of shifts from time to time, the arrangement of ordinary working hours is to be by agreement between the Company and the majority of employees in the enterprise or part of the enterprise concerned. This does not preclude the Company reaching agreement with individual employees about how their working hours are to be arranged.
- b) Matters upon which agreement may be reached include:
 - (i) how the hours are to be averaged within a work cycle established in accordance with 6.1.2 and 6.1.3;
 - (ii) the duration of the work cycle for day workers provided that such duration shall not exceed 3 months;
 - (iii) rosters which specify the starting and finishing times of working hours;
 - (iv) a period of notice of a rostered day off which is less than four weeks;
 - (v) substitution of rostered days off;
 - (vi) accumulation of rostered days off;
 - (vii) arrangements which allow for flexibility in relation to the taking of rostered days off;
 - (viii) any arrangements of ordinary hours which exceed 8 hours in any day.
- c) By agreement between the Company and the majority of employees in the enterprise or part of the enterprise concerned, 12 hour days or shifts may be introduced subject to:

- (i) Proper health monitoring procedures being introduced;
 - (ii) Suitable roster arrangements being made;
 - (iii) Proper supervision being provided;
 - (iv) Adequate breaks being provided;
 - (v) An adequate trial or review process being implemented through the consultative process in clause 3.1.
- d) Where an employee works on a shift other than a rostered shift (as defined), he/she shall:
- (i) if employed on continuous work, be paid at the rate of double time; or
 - (ii) if employed on other shiftwork, at the rate of time and one half for the first three hours and double time thereafter.
- e) The provision of 6.1.3(d) do not apply when the time is worked:
- (i) by arrangement between the employees themselves;
 - (ii) for the purposes of effecting the customary rotation of shifts; or
 - (iii) on a shift to which the employee is transferred on short notice as an alternative to standing the employee off in circumstances which would entitle the Company to deduct payment for the day in accordance with clause 4.6.

6.1.4 Daylight Saving

Where by reason of State legislation, summer time is prescribed as being in advance of the standard time in that State the length of any shift:

- Commencing before the time prescribed by the relevant legislation for the commencement of a summer time period, and
- Commencing on or before the time prescribed by such legislation for the termination of a summer time period, shall be deemed to be the number of hours represented by the difference between the time recorded by the clock at the beginning of the shift and the time so recorded at the end of the shift. The time of the clock in each case is to be set to the time fixed by the relevant State legislation.

In this subclause the expressions "standard time" and "summer time" shall bear the same meaning as are prescribed by the relevant State legislation.

6.1.5 Make Up Time

- a) An employee may elect, with the consent of the Company, to work 'make up time' under which the employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in this Agreement.
- b) An employee on shift work may elect, with the consent of the Company, to work 'make up time' under which the employee takes time off during ordinary hours and works those hours at a later time, at the shift work rate which would have been applicable to the hours taken off.

6.2 SPECIAL PROVISIONS FOR SHIFT WORKERS

6.2.1 Definitions

"Rostered Shift" means any shift of which the employee concerned has had at least 48 hours' notice.

"Afternoon Shift" means any shift finishing after 6.00pm and at or before midnight.

"Night Shift" means any shift finishing subsequent to midnight and at or before 8.00am.

By agreement between the Company and the majority of employees concerned or in appropriate cases an individual employee, the span of hours over which shifts may be worked may be altered by up to one hour at either end of the span.

6.2.2 Afternoon and Night Shift Allowances

- a) An employee whilst on afternoon or night shift shall be paid for such shift 15 per cent more than his or her ordinary rate.
- b) An employee who works on an afternoon or night shift which does not continue:
 - (i) for at least five successive afternoon or night shifts or six successive afternoon or night shifts in a six day workshop (where no more than eight ordinary hours are worked on each shift); or
 - (ii) for at least 38 ordinary hours (where more than eight ordinary hours are worked on each shift and the shift arrangement is in accordance with subclauses 6.1.2 or 6.1.3);

shall be paid for each shift 50 percent for the first three hours and 100 percent for the remaining hours, in addition to his or her ordinary rate.

- c) An employee who:
 - (i) During a period of engagement on shift, works night shift only; or
 - (ii) Remains on night shift for a longer period than four consecutive weeks; or
 - (iii) Works on a night shift which does not rotate or alternate with another shift or with day work so as to give him or her at least one third of his or her working time off night shift in each shift cycle;

shall, during such engagement, period or cycle, be paid 30 per cent more than his or her ordinary rate for all time worked during ordinary working hours on such night shift:

6.2.3 Rate for Working Saturday Shifts

The minimum rate to be paid to a shift worker for work performed between midnight on Friday and midnight on Saturday shall be time and a half. This extra rate is in substitution for and not cumulative upon the shift premiums prescribed in 6.2.2.

6.2.4 Rate for Working Sunday and Public Holiday Shifts

- a) The rate at which continuous shift workers are to be paid for work on a rostered shift the major portion of which is performed on a Sunday or public holiday, is double time.
- b) The rates at which shift workers on other than continuous work are to be paid for all time worked on a Sunday or public holiday is as follows:
 - (i) Sundays - at the rate of double time
 - (ii) Public Holidays - at the rate of double time and a half.

- c) Where shifts commence between 11.00pm and midnight on a Sunday or public holiday, the time so worked before midnight does not entitle the employee to the Sunday or public holiday rate for the shift. However, the time worked by an employee on a shift commencing before midnight on the day preceding a Sunday or public holiday and extending into the Sunday or public holiday shall be regarded as time worked on the Sunday or public holiday.
- d) Where shifts fall partly on a holiday, the shift which has the major portion falling on the public holiday shall be regarded as the holiday shift.
- e) By agreement between the Company and the majority of employees concerned, the shift which has the minor portion falling on the public holiday may be regarded as the holiday shift in lieu of the above.
- f) The extra rates in this subclause are in substitution for and not cumulative upon the shift premiums prescribed in 6.2.2.
- g) It is proposed that, following full consultation and agreement between the parties, and consistent with the facilitative provisions contained in this Agreement, changes in working hours may be put into place on a trial or temporary basis from time to time during the year.
- h) Examples of when this may apply include times of extreme workload fluctuation where capacity adjustment is required, when there are special orders requiring very short delivery times, and at times of high absenteeism.

6.3 MEAL BREAKS

6.3.1 An employee shall not be required to work for more than five hours without a break for a meal except in the following circumstances:

- a) In cases where canteen or other facilities are limited to the extent that meal breaks must be staggered and as a result it is not practicable for all employees to take a meal break within five hours, an employee will not be required to work for more than six hours without a break for a meal break.
- b) By agreement between the Company and an employee or the majority of employees in an enterprise or part of an enterprise concerned, an employee or employees may be required to work in excess of five hours but not more than six hours at ordinary rates of pay without a meal break.

6.3.2 The time of taking a scheduled meal break or rest break by one or more employees may be altered by the Company if it is necessary to do so in order to meet a requirement for continuity of operations.

6.3.3 The Company may stagger the time of taking a meal and rest breaks to meet operational requirements.

6.3.4 Subject to 6.3.1, an employee shall work during meal breaks at ordinary rates of pay whenever instructed to do so for the purpose of making good breakdown of plant or upon routine maintenance of plant which can only be done while the plant is idle.

6.3.5 Except as provided in this subclause, and except where any alternative arrangement is entered into by agreement between the Company and employees concerned, time and a half rates shall be paid for all work done during meal hours and thereafter until a meal break is taken.

6.4 OVERTIME

6.4.1 Payment for Working Overtime

- a) Except as provided for in 6.4.1(d), 6.4.1(e), 6.4.8 and 6.4.9, for all work done outside ordinary hours on any day or shift (as defined in subclauses 6.1.1, 6.1.2 and 6.1.3) the overtime rates of pay are time and a half for the first three hours and double time thereafter until the completion of the overtime work. For continuous shift workers the rate for working overtime is double time.

- b) For the purposes of this clause "ordinary hours" means the hours worked in an enterprise, fixed in accordance with clause 6.1 of this Agreement.
- c) The hourly rate, when computing overtime, is to be determined by dividing the appropriate weekly rate by 38, even in cases when an employee works more than 38 ordinary hours in a week.
- d) An employee may elect, with the consent of the Company, to take time off in lieu of payment for overtime at a time or times agreed with the Company.
- e) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
- f) The Company shall, if requested by an employee, provide payment, at the rate provided for the payment of overtime in the Agreement, for any overtime worked under paragraph (d) of this subclause where such time has not been taken within four weeks of accrual.
- g) When not less than 7 hours 36 minutes notice has been given to the Company by a relief shiftworker that he or she will be absent from work and the shiftworker whom that person should relieve is not relieved and is required to continue work on his or her rostered day off, the unrelieved employee shall be paid double time.
- h) In computing overtime each day's work shall stand alone.

6.4.2 Requirement to Work Reasonable Overtime

- a) Subject to clause 6.4.2(b), the Company may require an employee to work reasonable overtime at overtime rates. As a guide "reasonable overtime" would be 4 hours per week as a minimum when the site/section is busy.
- b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:
 - (i) any risk to employee health and safety;
 - (ii) the employee's personal circumstances including any family responsibilities;
 - (iii) the needs of the workplace or enterprise;
 - (iv) the notice (if any) given by the Company of the overtime and by the employee of his or her intention to refuse it; and
 - (v) any other relevant matter.

6.4.3 "One in, All in" does not apply

The assignment of overtime by the Company to an employee is to be based on specific work requirements and the practice of "one in, all in" in respect to overtime must not apply.

6.4.4 Rest Period after Overtime

- a) When overtime work is necessary it must, wherever reasonably practicable, be so arranged that employees have at least 10 consecutive hours off duty between the work of successive working days.
- b) An employee (other than a casual employee) who works so much overtime between the termination of his or her ordinary work on one day and the commencement of their ordinary work on the next day that the employee has not had at least 10 consecutive hours off duty between those times must, subject to this subclause, be released after completion of the overtime until the employee has had 10

consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

- c) If on the instructions of the Company, an employee resumes or continues work without having had the 10 consecutive hours off duty the employee must be paid at double rates until he or she is released from duty for such period. The employee is then entitled to be absent until he or she has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during the absence.
- d) By agreement between the Company and individual employee, the 10 hour break provided for in this clause may be reduced to a period no less than 8 hours.
- e) The provisions of this subclause will apply in the case of shift workers as if eight hours were substituted for 10 hours when overtime is worked:
 - (i) for the purpose of changing shift rosters; or
 - (ii) where a shift worker does not report for duty and a day worker or a shift worker is required to replace the shift worker; or
 - (iii) where a shift is worked by arrangement between the employees themselves.

6.4.5 Saturday Work

A day worker required to work overtime on a Saturday shall be afforded at least four hours work or paid for four hours at the rate of time and one half for the first three hours and double time thereafter, except where the overtime is continuous with overtime commenced on the previous day.

6.4.6 Sunday Work

Employees required to work overtime on Sundays shall be paid for a minimum of three hours work at double time. The double time is to be paid until the employee is relieved from duty.

6.4.7 Public Holiday Work

Refer to 7.8.4 and 7.8.5 to determine the pay entitlements of persons who work overtime on a public holiday.

6.4.8 Rest Break

- a) An employee working overtime must be allowed a rest break of 20 minutes without deduction of pay after each four hours of overtime worked if the employee is to continue work after the rest break.
- b) Where a day worker is required to work overtime on a Saturday, Sunday or Public Holiday or on a rostered day off, the first rest break will be paid at the employee's ordinary rate of pay.
- c) Where overtime is to be worked immediately after the completion of ordinary work on a day or shift and the period of overtime is to be more than one and a half hours, an employee, before starting the overtime is entitled to a rest break of 20 minutes to be paid at ordinary rates.
- d) The Company and employee may agree to any variation of this subclause to meet the circumstances of the work in hand provided that the Company is not required to make any payment in excess of or less than what would otherwise be required under this subclause.

6.4.9 Meal Allowance

- a) An employee is entitled to a meal allowance of \$17.92, effective 1 July 2024, on each occasion that the employee is entitled to a rest break in accordance with subclause 6.4.8, except in the following circumstances:
- (i) if the employee is a day worker and was notified no later than the previous day that they would be required to work such overtime;
 - (ii) if the employee is a shift worker and was notified no later than the previous day or previous rostered shift that they would be required to work such overtime;
 - (iii) if the employee lives in the same locality as the enterprise and could reasonably return home for meals.
- b) If an employee has provided a meal or meals on the basis that he or she has been given notice to work overtime and the employee is not required to work overtime or is required to work less than the amount advised, he or she shall be paid the prescribed meal allowance for the meal or meals which he or she has provided but which are surplus.

6.4.10 Transport of Employees

When an employee, after having worked overtime or a shift for which he/she has not been regularly rostered, finishes work at a time when reasonable means of transport are not available, the Company shall provide the employee with a conveyance home, or pay him/her their current wage for the time reasonably occupied in reaching home.

PART 7 TYPES OF LEAVE AND PUBLIC HOLIDAYS

7.1 ANNUAL LEAVE

7.1.1 NES to apply

The provisions relating to Annual Leave and how and when it is to be taken will be in accordance with the NES.

An employee is entitled to accrue an amount of paid annual leave, for each completed 4 week period of continuous service with the company, of 1/13 of the number of nominal hours worked by the employee during that 4 week period

7.1.2 Accrual

Annual leave accrues on a pro-rata basis.

7.1.3 Conversion to hourly entitlement

The annual leave entitlement specified in section 87 of the Act is converted to an hourly entitlement for administrative ease (i.e. 152 hours for a full-time employee entitled to four weeks of annual leave and 190 hours for a shiftworker as defined).

7.1.4 Definition of shiftworker

For the purpose of the additional week of annual leave provided for in section 87 (1)(b) of the Act, a shiftworker is a seven day shiftworker who is regularly rostered to work on Sundays and public holidays.

7.1.5 Crediting

- a) Each month the Company must credit to an employee the amount (if any) of annual leave accrued by the employee since the Company last credited to the employee an amount of annual leave.
- b) Each year the Company must credit to an employee the amount (if any) of annual leave accrued by the employee since the Company last credited to the employee an amount of annual leave.

7.1.6 Accumulation

- a) Annual leave is cumulative.
- b) Loading On Annual Leave: An employee who would have worked on day work only had they not been on leave must be paid a loading equal to 17.5% of the wages or the relevant weekend penalty rates, whichever is the greater but not both.

7.1.7 Payment for period of annual leave

- a) Under normal circumstances employee will continue to have their pay credited to their accounts on a weekly basis during periods of annual leave. In special circumstances as agreed between the employee and their manager, employees, before going on leave, may be paid the wages they would have received in respect of the ordinary time they would have worked had they not been on leave during the relevant period (note: this may not occur in annual close down situation).
- b) Except for the following, any absences from work are not to be taken into account and will not count as time worked in calculating the leave entitlement:
- c) in a 12 month period the employee is entitled to have off up to 152 ordinary working hours because of sickness or accident and this will be counted as time worked (i.e. workers' compensation leave, paid sick leave, paid carers leave);
- d) long service leave, annual leave, public holidays, paid bereavement leave, paid training leave and jury service taken by an employee will count as time worked; or
- e) any interruption or termination of the employment by the Company which has been made with the intention of avoiding obligations under this clause.
- f) Absences from work which do not count as time worked in calculating the leave entitlement but do not break continuity of service for the purposes of this agreement include:
 - (i) any absence with reasonable cause, proof of which shall be upon the employee;
 - (ii) any leave without pay taken with the agreement of the company; or
 - (iii) parental leave.
- g) An employee under this Agreement, must be paid the wages they would have received in respect of the ordinary hours the employee would have worked had the employee not been on leave during the relevant period.
- h) Subject to this clause below, the wages to be paid must be worked out on the basis of what the employee would have been paid under this Agreement for working ordinary hours during the period of annual leave, including allowances, loadings and penalties paid for all purposes of the Agreement, first aid allowance and any other wages payable under the employee's contract of employment.
- i) The employee is not entitled to payments in respect of overtime, special rates or any other payment which might have been payable to the employee as a reimbursement for expenses incurred.

7.1.8 Public holidays falling in a period of leave

If any public holiday falls within an employee's period of annual leave and is observed on a day which in the case of that employee would have been an ordinary working day, there must be added to the period of annual leave time equivalent to the ordinary time which the employee would have worked if the day had not been a holiday.

7.1.9 Annual leave in one or more separate periods

- a) Annual leave is to be given by the Company and taken by the employee in up to 4 separate periods per year.
- b) If the Company and an employee so agree the annual leave entitlement may be given and taken in more than 4 separate periods per year. For the avoidance of doubt, annual leave can be taken in single days. Notice of at least two days is required for any period of annual leave. Where an employee requires "emergency" annual leave where two days' notice is not practicable, such leave application will require explanation of the severity and urgency of the circumstances. In the event that the circumstances are of a private or sensitive nature then an explanation will be voluntary. Subject to this clause, notice given for annual leave in excess of two days should be at least equal to the amount of leave requested, eg: two weeks' notice for two weeks leave
- c) During any twelve month period there will be available only one block of a maximum of four continuous weeks leave. Special requests for leave in excess of four continuous weeks will be reviewed taking into account the needs of the business at the time. This may require employees to be flexible, as they have in the past, particularly in cases where several people apply to take extended leave simultaneously. Where necessary, conflicts under these circumstances will be resolved in favour of the individual who submitted the earliest application.
- d) So that coverage for individual absences can be properly planned, and individuals can make firm travel commitments, three months' notice is required for leave in excess of four continuous weeks. Should an individual have a specific need to depart from the above procedure, appropriate arrangements should be discussed and agreed with the person to whom they respond and the site manager before any travel commitments are made.

7.1.10 Time of Taking Leave

- a) Annual leave shall be given at a time fixed by the Company within a period not exceeding 6 months from the date when the right to leave accrued.
- b) The Company can require an employee to take annual leave by giving not less than 4 weeks' notice of the time when such leave is to be taken.
- c) By agreement between the Company and an employee, annual leave may be taken at any time provided it is done within 2 years from the date when the right to leave accrued.

7.1.11 Leave allowed before due date

- a) The Company may allow an employee to take annual leave either wholly or partly in advance before the leave becomes due. In such case, a further period of annual leave will not commence to accrue until after the expiration of the 12 months in respect of which the annual leave or part of it had been taken before it accrued.
- b) Where annual leave or part of it has been granted before the leave is due, and the employee subsequently leaves or is discharged from the service of the Company before completing the required 12 months continuous service and the amount paid by the Company to the employee for the annual leave or part so taken in advance exceeds the amount which the Company is required to pay to the employee under this subclause the Company will not be liable to make any payment to the employee and is entitled to deduct the amount of excess from any remuneration payable to the employee upon the termination of employment.

7.1.12 Proportionate leave on termination

An employee, other than a casual, who leaves his or her employment with the Company shall be paid proportionate annual leave on termination.

7.1.13 Annual close down

- a) If the Company or part of it closes down for the purpose of allowing annual leave to all or the majority of the employees in the company or part concerned, the following special provisions shall apply:
- b) The Company may, by giving not less than 4 weeks' notice of intention so to do, stand off for the duration of the close down all employees in the company or part concerned and allow to those who are not then qualified for a full entitlement to annual leave for 12 months continuous service, paid annual leave on a proportionate basis.
- c) An employee who has then qualified for a full entitlement to annual leave for 12 months continuous service and has also completed a further week or more of continuous service, shall be allowed leave, and shall also be paid at the appropriate rate of wage worked since the close of the employee's last 12 monthly qualifying period.
- d) The next 12 monthly qualifying period for each employee affected by such close down shall commence from the day on which the Company or part concerned, is reopened for work. Provided that all time during which an employee is stood off without pay for the purposes of this clause is deemed to be time of service in the next 12 monthly qualifying period.
- e) The Company or a part of it may close down for 1 or 2 separate periods for the purpose of granting annual leave.
- f) If the Company or a part of it closes down in 2 separate periods 1 of these periods shall be for a period of at least 14 consecutive days including non-working days.
- g) The Company and the majority of employees concerned may agree to the annual leave being taken in 3 close downs provided that 1 of these periods will be a period of at least 14 days including non-working days.
- h) The Company or a part of it may close down for a period of at least 14 days including non-working days and allow the balance of any annual leave to be taken in one continuous period in accordance with a roster.
- i) An employee cannot use accumulated RDOs during annual shutdown periods unless the employee does not have sufficient annual leave to cover the shutdown period.
- j) Notwithstanding clause 7.1.13(i) above, employees with less than 8 weeks of accrued annual leave may use accumulated RDOs during the Christmas shutdown period.

7.2 PERSONAL/CARER'S LEAVE

The entitlements to Personal Leave, including sick leave and carer's leave available to employees covered by this agreement will be as per the NES.

7.2.1 Meaning of personal/carer's leave

Personal/carer's leave is:

- a) paid leave ("sick leave") taken by an employee because of a personal illness, or injury, of the employee; or
- b) paid or unpaid leave ("carer's leave") taken by an employee to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:
 - (i) a personal illness, or injury, of the member; or
 - (ii) an unexpected emergency affecting the member.

- (iii) The term "immediate family" includes: spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse means a person of the opposite sex to the employee who lives with the employee as his or her husband or wife on a bona fide domestic basis; and child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

7.2.2 Entitlement to take credited leave

- a) An employee is entitled to take an amount of paid personal/carer's leave if that amount of leave is credited to the employee.

7.2.3 Accrual

- a) An employee is entitled to accrue an amount of paid personal/carer's leave, for each completed 4 week period of continuous service with the company of 1/26 of the number of nominal hours worked by the-employee during that 4 week period.
- b) Example: An employee whose hours worked each week over a 12 month period are 38 hours would be entitled to accrue 76 hours paid personal/carer's leave (which would amount to 10 days of paid personal/carer's leave for that employee) over the period.
- c) Paid personal/carer's leave accrues on a pro-rata basis.

7.2.4 Crediting

Each month, the Company must credit to an employee the amount (if any) of paid personal/carer's leave accrued by the employee since the Company last credited to the employee an amount of paid personal/carer's leave.

7.2.5 Accumulation

- a) Paid personal/carer's leave is cumulative.
- b) If an employee is terminated by the Company and is re-engaged by the company within a period of 6 months then the employee's unclaimed balance of personal leave shall continue from the date of re-engagement.
- c) Accrued Personal/Sick leave will be paid out on termination of employment for reasons of terminal illness or death, capped at 60 days.

7.2.6 Paid personal/carer's leave-payment rule

If an employee takes paid personal/carer's leave during a period, the Company must pay the employee for that period the amount the employee would reasonably have expected to be paid by if the employee had worked during that period.

7.2.7 Paid personal/carer's leave-workers' compensation

An employee is not entitled to take paid sick leave for a period during which the employee is absent from work because of a personal illness, or injury, for which the employee is receiving workers' compensation.

However, this clause does not apply to the extent that it is inconsistent with a provision of a law relating to workers' compensation if the provision would:

- a) prevent an employee from taking or accruing paid personal/carer's leave during a period while the employee is receiving compensation; or
- b) restrict the amount of paid personal/carer's leave an employee may take or accrue during such a period.

7.2.8 Paid carer's leave-annual limit

If, at a particular time, the employee, for a continuous period of at least 12 months immediately before the time, has been in continuous service with the Company the employee is not entitled to take paid carer's leave from his or her employment at the time if, during the period of 12 months ending at the time, the employee has already taken a total amount of paid carer's leave from that employment of/ 26 of the hours worked by the employee during that period.

Example: An employee whose hours worked each week were 38 hours during a 12 month period of continuous service would not be entitled to take any paid carer's leave from his or her employment if the employee had, during the period, already taken 76 hours' paid carer's leave (which amounted to 10 days paid carer's leave for that employee) from that employment.

7.2.9 Employee must give notice

The employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the Company or his or her inability to attend for duty and as far as practicable state the nature of the injury, illness or emergency and the estimated duration of the absence. If it is not reasonably practicable to inform the Company during the ordinary hours of the first day or shift of such absence, the employee must inform the Company within 24 hours of such absence.

When taking leave to care for members of his or her immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, the notice must include:

- a) the name of the person requiring care and support and their relationship to the employee;
- b) the reasons for taking such leave; and
- c) the estimated length of absence.

7.2.10 Evidence supporting claim

- a) When taking leave for personal illness or injury, the employee must, if required by the Company, establish by production of a medical certificate or, if it is not reasonably practicable to do so, a statutory declaration, that the employee was unable to work because of injury or personal illness. Such evidence will be required for all absences in excess of one day. Where personal leave is taken on either side of a public holiday a medical certificate, or if it is not really practicable to do so, a statutory declaration shall be provided.
- b) In the special case of an employee reporting for work, and later going home due to illness, provision of a certificate will be voluntary. Use of this special provision will be monitored.
- c) In special cases, and with the agreement of the employee's supervisor, up to 24 hours beyond the entitlement for the current year may be granted. These hours will be subtracted from the following year's entitlement and must be covered by a certificate.
- d) In the case where an employee is involved in a road accident, and the employee's sick leave is exhausted, the Company will grant further paid sick leave to cover the first week of absence. Thereafter the Company will pay the difference between the employee's TAC payments and the employee's normal sick pay.
- e) When taking leave to care for members of his or her immediate family or household who are sick and require care and support, the employee must, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that such illness requires care by the employee.
- f) When taking leave to care for members of his or her immediate family or household who require care due to an unexpected emergency, the employee must, if required by the Company, establish by production of documentation acceptable to the Company or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

7.2.11 Single day absences

- a) An employee who has already had 5 paid personal leave absences in the year for personal illness or injury, the duration of each absence being of one day only, is not entitled to further paid personal leave for personal illness or injury in that year of a duration of one day only without production to the Company of a certificate of a qualified medical practitioner which states that the employee was unable to attend for duty on account of personal illness or injury.

- b) If an employee exhibits consistently poor attendance the five day allowance without production of a medical certificate will be reduced to two days. Poor attendance is characterised by above average absenteeism over a period of time. Reversion to the five day allowance will follow four successive quarters of below average absenteeism
- c) RDO's are not to be used to cover personal leave where an employee's balance is exhausted.
- d) The Company may agree to accept a Statutory Declaration in lieu of the required medical certificate.
- e) Nothing in this clause limits the Company's right under 7.2.10, above.

7.2.12 Unpaid carer's leave

- a) An employee is entitled to a period of up to 2 days unpaid carer's leave for each occasion (an "UCL permissible occasion") when a member of the employee's immediate family, or a member of the employee's household, requires care or support during such a period because of:
 - (i) a personal-illness, or injury, of the member; or
 - (ii) an unexpected emergency affecting the member.

Note: This entitlement extends to casual employees.

- b) An employee is entitled to unpaid carer's leave only if the employee complies with the notice and documentation requirements in 7.2.10, above, to the extent to which they apply to the employee.
- c) An employee who is entitled to a period of unpaid carer's leave for a particular UCL permissible occasion is entitled to take the unpaid carer's leave as:
 - (i) a single, unbroken, period of up to 2 days; or
 - (ii) any separate periods to which the employee and the Company agree.
- d) An employee is entitled to unpaid carer's leave for a particular UCL permissible occasion during a particular period only if the employee cannot take an amount of any of the following types of paid leave during the period:
 - (iii) 7.2.16(a) paid personal/carer's leave;
 - (iv) 7.2.16(b) any other authorised leave of the same type as personal/carer's leave.

7.3 COMPASSIONATE LEAVE

7.3.1 Compassionate leave is paid leave for the purposes of spending time with a-person who:

- a) is a member of the employee's immediate family-or a member of the employee's household; and
- b) has a personal illness, or injury, that poses a serious threat to his or her life; or
- c) after the death of a member of the employee's immediate family or member of the employee's household.

7.3.2 An employee is entitled to a period of 3 days of compassionate leave, or such longer period as considered appropriate by the Company, for each occasion when a member of the employee's immediate family or a member of permissible occasion" the employee's household:

- a) contracts or develops a personal illness that poses a serious threat to his or her life; or
- b) sustains a personal injury that poses a serious threat to his or her life; or
- c) dies.

- 7.3.3 However, the employee is entitled to compassionate leave only if the employee gives the Company evidence that the Company reasonably requires of the illness, injury, birth or death. Note: The use of personal information given to the Company may be regulated under the *Privacy Act 1988. Cth*
- 7.3.4 An employee who is entitled to a period of compassionate leave is entitled to take the compassionate leave as-
- a) a single, unbroken period of 3 days; or three separate periods of one day each; or
 - b) any separate periods to which the employee and the Company agree.
- 7.3.5 An employee who is entitled to a period of compassionate leave because a member of the employee's immediate family or a member of the employee's household has contracted or developed a personal illness, or sustained a personal injury, is entitled to start to take the compassionate leave at any time while the illness or injury persists.
- 7.3.6 If an employee takes compassionate leave during a period, the Company must pay the employee for that period at the same rate as personal leave.
- 7.4 Paid personal leave-service
- 7.4.1 A period of paid personal leave does not break an employee's continuity of service.
- 7.4.2 Paid personal leave counts as service for all purposes ("paid personal leave" means paid personal/carer's leave or compassionate leave).
- 7.5 Unpaid carer's leave-service
- 7.5.1 A period of unpaid carer's leave does not break an employee's continuity of service. However, a period of unpaid carer's leave does not otherwise count as service except as expressly provided by or under:
- 7.5.2 a term or condition of the employee's employment; or
 - 7.5.3 a law, or an instrument in force under a law of the Commonwealth or Victoria.
- 7.6 EXTENDED ILLNESS SCHEME
- 7.6.1 In addition to the above personal/carer's leave, the Company will support an Extended Illness Scheme, the details of which are detailed below.
- 7.6.2 Where an employee with more than 12 months service suffers an extended illness not covered by WorkCover or any other form of insurance, the Company will grant further paid sick leave as indicated below.
- 7.6.3 The extended illness must be verified by the production of a medical certificate from a medical practitioner or hospitals.
- 7.6.4 The scheme will commence once an employee has been absent for five working days, which would be covered by normal sick leave.
- 7.6.5 Extended illness is generally defined as one which prevents a person being fit for alternative duties and/or requires hospitalisation and/or strict medical supervision.
- 7.6.6 Examples of such an illness would be heart attack, stroke, pneumonia, broken limbs. These examples are indicative of the illnesses covered, but are by no means an exhaustive listing. Each case will be reviewed on its merits as regards both qualification and ultimate period of payment.

- 7.6.7 The operation of the Extended Illness Scheme must be seen as being fair to the employee, and also fair to the Company, bearing in mind that continued payment of this sick leave needs to be based on the premise that the affected employee will return to his/her normal employment within three months.
- 7.6.8 Should an employee not be in a position to return within three months, the Extended Illness Scheme will be replaced by the temporary Disability provisions associated with the Superannuation Scheme.
- 7.6.9 Any disputation over the operation or application of the above screening will be referred to the Consultative Committee for resolution. If not resolved via this mechanism, the normal Dispute Resolution Procedure will be followed.
- 7.6.10 The effectiveness of this scheme in addressing cases of the type referred to in clause 7.4.6 above and other instances of illness extending beyond 1 week in duration will be reviewed on all ongoing basis.

7.7 JURY SERVICE

- 7.7.1 A full time employee required to attend for jury service during his or her ordinary working hours shall be paid his normal wage and may retain the jury service fee for the initial day's jury service. Beyond the initial day he/she be reimbursed by the Company an amount equal to the difference between the amount paid in respect of his or her attendance for such jury service and the amount of wage he or she would have received in respect of the ordinary time he or she would have worked had he or she not been on jury service.
- 7.7.2 Where apart time employee is required to attend for jury service and such attendance coincides with a day on which the employee would normally be required to work, payment shall be made to the employee in accordance with clause 7.5.1.
- 7.7.3 An employee shall notify the Company as soon as possible of the date upon which he or she is required to attend for jury service. Further, the employee shall give the Company proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

7.8 PUBLIC HOLIDAYS

7.8.1 Prescribed Holidays

- a) The following days are recognised as public holidays for the purposes of this Agreement providing they are gazetted public holidays in Victoria:
- New Year's Day
 - Australia Day
 - Good Friday
 - Labour Day
 - Easter Saturday
 - Easter Sunday
 - Easter Monday
 - ANZAC Day
 - King's Birthday
 - Friday before the AFL Grand final
 - Melbourne Cup
 - Christmas Day
 - Boxing Day
 - Where another day is generally observed in a locality in substitute for any of the above days, that day shall be observed as the public holiday in lieu of the prescribed day.

7.8.2 Substitution of Certain Public Holidays Which Fall on a Weekend

- a) Where Christmas Day falls on a Saturday or a Sunday, 27 December shall be observed as the public holiday in lieu of the prescribed day.
- b) Where Boxing Day falls on a Saturday or a Sunday, 28 December shall be observed as the public holiday in lieu of the prescribed day.
- c) Where New Year's Day or Australia Day falls on a Saturday or a Sunday, the following Monday shall be observed as the public holiday in lieu of the prescribed day.
- d) Where ANZAC day falls on a Saturday or Sunday a substitute day shall be observed as the public holiday in lieu of the prescribed day.

7.8.3 Substitution of Public Holidays by Agreement at the Enterprise

- a) By agreement between the Company and the majority of employees in the relevant enterprise or section of the enterprise, an alternative day may be taken as the public holiday in lieu of any of the prescribed days.
- b) The Company and individual employee may agree to the employee taking another day as the public holiday in lieu of the day which is being observed as the public holiday in the enterprise or relevant section of the enterprise.

7.8.4 Payment for Time Worked on a Public Holiday - Non-continuous Shift Workers

- a) Refer to 6.2.4(b) to determine the pay: entitlements of non-continuous shiftworkers working on rostered shifts which fall on a public holiday.
- b) Non-continuous shift workers required to work overtime on a public holiday shall be paid at double time and one half. The double time and a half is to be paid until the employee is relieved from duty. Refer to 6.4.8 and 6.4.9 to determine the rest break and meal allowance entitlements of non-continuous shift workers who work overtime on a public holiday.
- c) Non-continuous shift workers required to work on a public holiday shall be paid for a minimum of three hours work.

7.8.5 Payment for Time Worked by Day Workers on a Public Holiday

- a) Day workers required to work on a public holiday shall be paid for a minimum of three hours work at double time and one half. The double time and a half is to be paid until the employee is relieved from duty.

7.9 LONG SERVICE LEAVE

Employees covered by this Agreement shall from the first full pay period on or after July 1, 2002 be entitled to long service leave on the following basis.

- 7.9.1 In respect of their service with the Company prior to July 1, 2002 accrue their long service leave entitlement on the basis of .866 weeks per year
- 7.9.2 In respect of their service on and from the first full pay period after July 1, 2002 accrue their entitlement to long service leave on the basis of 1.3 weeks per year.
- 7.9.3 Employees shall be entitled to pro rata long service leave after five years' service
- 7.9.4 Any public holidays which fall during a period of long service leave shall not be absorbed into the period of long service leave.
- 7.9.5 The terms of the Victorian Long Service Leave Act 2018 shall apply except as provided in this clause.

7.9.6 Long service leave shall be taken in blocks of no less than two weeks.

7.10 FAMILY AND DOMESTIC VIOLENCE LEAVE

7.10.1 Permanent employees experiencing family and domestic violence will have access to 10 days paid family and domestic violence leave per year paid at the employee's minimum wage rate in accordance with the National Employment Standards. This leave will expire each calendar year and is non-cumulative. Leave can be taken in a single continuous period or in any separate periods as agreed between the employee and the Company.

7.10.2 An employee may take paid family and domestic violence leave if:

- a) The employee is experiencing family and domestic violence; and
- b) The employee needs to do something to deal with the impact of family and domestic violence; and
- c) It is impractical for the employee to that thing outside the employee's ordinary hours of work.

7.10.3 Examples of when such leave can be taken are to attend proceedings, counselling and appointments with a medical or legal practitioner, relocation, the making of safety arrangements and other activities associated with the experience of family and domestic violence.

7.10.4 Employees experiencing family and domestic violence will also have access to personal leave/carer's leave, and leave without pay once their entitlement to family and domestic violence leave has been exhausted in any calendar year.

7.10.5 An employee must give the Company notice of taking family and domestic violence leave as soon as practicable including the period or expected period of the leave.

7.10.6 An employee will be required to produce suitable evidence such as documents issued by the police, a court or by a lawyer to confirm their eligibility for family and domestic violence leave. No other evidence will be accepted. All personal information about family violence will not form part of the employee records and will be kept confidential.

7.10.7 An employee experiencing family violence will be offered referral to the employee assistance program and/or other local resources.

7.10.8 An employee will not be discriminated against or have adverse action taken against them because of their disclosure of, experience of or perceived experience of family violence.

7.11 PERSONAL LEAVE – DURING PANDEMIC

7.11.1 Employees can take accrued paid personal leave if they can't come to work because they have COVID if they need to look after a family or household member who has COVID. If an Employee has no paid personal leave, they can take unpaid personal leave for these purposes. A medical certificate must be submitted to the Company.

7.11.2 If an employee is required to self-isolate due to an enforceable government direction then they may utilize any accrued annual leave, LSL or unpaid leave during the isolation period.

PART 8 -GENERAL

8.1 FACILITIES

8.1.1 The Company shall continue to provide facilities necessary to ensure adequate occupational health, safety and welfare of its employees including the provision of lockers, drinking and boiling water, appropriate protective clothing, heating, cooling, and ventilation and rest room facilities. Any disagreements about the adequacy of facilities shall be dealt with through the consultative process of this Agreement and the dispute settlement procedure.

8.1.2 The Company shall make adequate provisions for nominated qualified employees to be available to render first aid and be paid the relevant first aid allowance contained in this Agreement.

8.2 INCOME PROTECTION

8.2.1 The Company will provide income protection for employees under the terms outlined in clause 7.4.

8.2.2 Should an absence due to illness extend beyond three months continuing income protection will be provided under the terms outlined within the temporary disability provisions of the Superannuation Scheme.

8.3 ROSTERED DAYS OFF (RDO)

8.3.1 The hours of work under an RDO system shall be as per Table 1 and the provisions of this sub clause.

8.3.2 The hours of work under the rostered day off system shall be as follows:

	MON	TUE	WED	THU	FRI
Clock in	6:15	6:15	6:15	6:15	6:15
Lunch	12:00 12:30	12:00 12:30	12:00 12:30	12:00 12:30	12:00 12:30
Clock out	15:00	15:00	15:00	15:00	15:05
	MON	TUE	WED	THU	FRI
Clock <u>in</u>	14:45	14:45	14:45	14:45	14:50
Lunch	18:00 18:30	18:00 18:30	18:00 18:30	18:00 18:30	18:00 18:30
Clock out	23:30	23:30	23:30	23:30	23:40

8.3.3 There are no fixed RDO's. RDO's shall be taken in accordance with the established practice.

8.3.4 By agreement with the relevant supervisor employees may carry over up to three rostered days (so a maximum of 5 days (38 hours) is available to be taken during any calendar month).

8.3.5 Employees must give the Company notice of at least two days for taking any RDO.

8.3.6 The Company reserves the right to reasonably decline an RDO request for operational reasons.

8.3.7 The Company reserves the right to fix RDOs for any employee who has more than 3 unused RDOs at the end of a calendar month. The Company will give two days' notice for when any excess RDOs are to be taken.

8.4 PROTECTION OF EMPLOYEE ENTITLEMENTS

- 8.4.1 The Company is aware of and understands that employees have some concerns regarding the security of their entitlements.
- 8.4.2 The Company has always met, and is fully committed to meeting, its obligations with both payment and provisioning for employee entitlements. Furthermore, the Company fully recognizes and complies with its responsibilities under the Corporations Act.
- 8.4.3 To address employee concerns, the Company will make available to employees, statutory reports submitted by the Company to the Australian Securities and Investment Commission (ASIC), as well as the parent company annual report.
- 8.4.4 Should the Company decide to sell or transfer ownership of the operation subject to the terms of this Agreement, the parties to this Agreement will meet to discuss concerns about the impact of any such sale or transfer on the security of employees' accrued entitlements.

8.5 SUPERANNUATION

- 8.5.1 All employees are required to join a complying fund under the Superannuation Guarantee Legislation and employees will have a choice of an eligible superannuation fund into which the contributions will be paid. If an employee does not nominate a complying superannuation fund, the Company will contact the Australian Taxation Office to determine whether the employee has a stapled fund. If such stapled fund exists, the Company will make contributions into that fund. If no stapled fund exists, the Company will make the required statutory contributions to the default fund until the time when such a choice is made.
- 8.5.2 Ordinary time earnings shall be as per the definition in the Super Guarantee Charge Act 1992 as amended from time to time.
- 8.5.3 Contributions shall be made monthly.
- 8.5.4 Contributions during the absence of an employee will be as per clause 31 of the Award
- 8.5.5 Salary sacrifice into superannuation will be available to employees under the rules set down by the Australian Taxation Office, and within the confines of guidelines set by the Company.
- 8.5.6 The Company will pay superannuation at 2.5% above the minimum superannuation contribution, capped at 14%. (That is if the statutory rate is 9.5%, superannuation will be paid at 12%).
- 8.5.7 Employees may elect to be paid this above statutory amount (the difference between the superannuation level the Company pays and the minimum statutory superannuation level) as an additional cash payment. If the additional cash payment is taken, the total amount is inclusive of any superannuation element.
- 8.5.8 Employees wishing to elect to change these arrangements can only doing so twice per year, and must provide at least one month's prior notice.

8.6 SAFETY, HEALTH, AND ENVIRONMENT

- 8.6.1 It is a fundamental requirement of the Company that its business be conducted safely. The Company will comply with its obligations under the Victorian Occupational Health and Safety Act 2004. The Company has a responsibility to and will provide safe working conditions, define and teach safe working practices and provide information and control measures for hazards in the workplace and in the environment.
- 8.6.2 The Company's objective is the elimination of all incidents that could result in personal injury, occupational illness, or damage to the environment.

8.6.3 The Company will support a safety committee to assist in the development of measures aimed at ensuring that the safety objectives are met.

The Company recognizes the rights of, and the need for training of health and safety representatives.

8.6.4 It is a prime responsibility of all employees to ensure that their jobs are performed safely and without injury to themselves, others or the community. The Morgan safety policies shall be used by employees to ensure that their responsibilities are properly carried out.

8.7 ACCIDENT PAY

8.7.1 Definitions

In this clause:

"WIRC Act" means the *Workplace Injury Rehabilitation and Compensation Act 2013* (Victoria) as amended from time to time;

"incapacity" has the same meaning and application used in the WIRC Act;

"injury" has the same meaning and application used in the WIRC Act. If an injury does not attract an entitlement to compensation under the WIRC Act there is no entitlement to accident pay;

"current work capacity" has the same meaning and application used in the WIRC Act;

"no current work capacity" has the same meaning and application used in the WIRC Act;

"week(s)" means any week in which accident pay is paid even if a payment is for only part of the week; and

"weekly payment(s)" has the same meaning and application used in the WIRC Act.

8.7.2 For an employee with no current work capacity, "accident pay" means the difference between the weekly payment made in respect of the employee and an amount equal to the wages the employee would have received for the ordinary time the employee would have worked with the company performing the employee's normal duties, in the employee's normal classification, for the week in question but excludes payments by way of:

- a) attendance bonuses;
- b) overtime payments;
- c) special rates or other similar payment.

8.7.3 For an employee with current work capacity, accident pay means the difference between the weekly payment made in respect of the employee together with any ordinary time payments made for any work undertaken and an amount equal to the wages the employee would have received for the ordinary time the employee would have worked with the Company performing the employee's normal duties, in the employee's normal classification, for the week in question, but excludes payments by way of:

- a) attendance bonuses;
- b) overtime payments;
- c) special rates or other similar payment.

8.7.4 Payments of accident pay made in respect of part of a week will be on a direct pro rata basis.

8.7.5 Qualification for payment

- a) The Company is responsible for the payment of accident pay, but this liability may be discharged by another person on the Company's behalf.

- b) As long as the employee remains in the employment of the Company at the time of incapacity, the employee is entitled to accident pay while the employee receives weekly payments, provided that:
 - (i) if an employee on partial incapacity cannot obtain suitable employment from her or his Company, but alternative employment is available with another employer, then the relevant amount of accident pay will still be paid;
 - (ii) unless an employee's employment is terminated due to the employee's serious or wilful misconduct or arises from a declaration of liquidation of the Company, (in which case the employee's entitlement will be determined by the appropriate legislation), accident pay continues to apply after an employee's employment is terminated by the Company.
- c) For accident pay to continue after the termination of an employee's employment by the Company the employee will, if required, provide evidence of continuing weekly payments.

8.7.6 Period of payment

- a) Accident pay does not apply in respect of any injury during the first 5 normal workings days of incapacity.
- b) The maximum period or aggregate periods of accident pay to be made by the Company will be a total of 52 weeks for any one injury.

8.7.7 Absence on other paid leave

An employee is not entitled to accident pay in respect of any period of other paid leave.

8.7.8 Notice of injury

Upon receiving an injury for which she or he claims to be entitled to accident pay an employee must, as soon as practicable, give the Company notice of the injury in writing. Notice may be given by a representative of the employee.

8.7.9 Medical examination

In order to receive an entitlement to accident pay an employee will conform to the requirements of the WIRC Act and the Act as to medical examinations.

8.7.10 Redemption/outstanding payment

- a) Where there is a redemption of weekly payments under the WIRC Act, the Company's liability to pay accident pay ceases from the date of the redemption.
- b) If weekly payments do not commence or if they are terminated, but the weekly payments are later made or reinstated, accident pay will be paid when the outstanding weekly payments are made.

8.7.11 Insurance against liability

Nothing in this clause requires the Company to insure against liability for accident pay.

8.7.12 Death of an employee

Accident pay ceases on the death of an employee.

8.8 WORKPLACE REHABILITATION

The Company will provide wherever practicable, the means for an ill or injured employee to remain at, or return to, the workplace to promote, the employee's rehabilitation.

8.8.2 The Company will wherever practicable provide work that:

- a) Will not aggravate the illness or injury

- b) Is useful to the Company
- c) Is satisfying to the employee
- d) Is compatible with the tasks of the work group
- e) Is subject to regular review

8.8.3 The employee will:

- a) Be advised of the Company policy on rehabilitation
- b) Acquaint medical advisers of the policy and the need for early contact with the Company with a view to providing alternative work.

8.9 PROGRESS AND TRAINING REVIEWS

8.9.1 There will be half yearly reviews with employees to enable effective development of skills and direction of activities for the benefit of both the individual and the Company as part of the continuous improvement process.

8.9.2 The agenda for the reviews will include

- a) Individual performance in relevant areas of competency
- b) Training needs
- c) Leaders' performance and its effect on individual achievement

8.10 INTERNAL ADVERTISING OF VACANCIES

When positions become available at the Company they will be advertised on the site noticeboards so that existing employees have the opportunity to apply.

8.11 EMPLOYEE REPRESENTATIVES

8.11.1 The Company shall recognise duly elected delegates. Subject to notifying their supervisor, the delegates shall be allowed reasonable access and opportunity during paid working hours to interview employees, management or the Company's representatives, and the relevant official in order to attend to matters affecting employees whom they represent.

8.11.2 Delegates shall be provided access when needed to facilities such as a telephone, photocopier, private place to interview employees or their union official, prominent notice boards, and a computer with internet facilities.

8.12 NO EXTRA CLAIMS

The Company and the union must not, for the duration of this agreement, pursue any extra claims in relation to any matters except where consistent with this agreement. The Company must not reduce the pay rates or conditions of employment for any position covered by person engaged under this Agreement.

8.13 WORKPLACE DELEGATES RIGHTS

Workplace Delegates will have the rights as contained in the Award.

SIGNATORIES

Signed for an on behalf of Morgan Technical Ceramics Pty Ltd

Print Full Name: DARACH LAVIN

Signature: 

Position / Authority to sign: SITE MANAGER

Address: 4 Redwood Drive, Notting Hill, VIC 3168

Signed by Employee Representative

Print Full Name: VENKATACHALAPATHI MUTHUSAMY

Signature: 

Position / Authority to sign: AMU Delegate

Address: 4, Redwood Drive, Notting Hill, VIC 3168

Signed for and on behalf of Australian Manufacturing Workers Union (AMMU)

Print Full Name: Vince Pepi

Signature:  31/10/2024

Position / Authority to sign: Industry coordinator

Address: 251 Queensberry St, Carlton South, Victoria, 3053

Wage Rates from 1 July 2024 (inclusive of 5% increase)

Classification	Points above C10	Weekly Base Wage	Hourly Rate
C6	58	1974.28	51.9548
	56	1961.08	51.6073
	54	1947.87	51.2598
	52	1934.67	50.9123
	50	1921.46	50.5648
	48	1908.26	50.2173
C7	46	1895.06	49.8699
	44	1881.85	49.5224
	42	1869.29	49.1919
	40	1855.96	48.8411
	38	1843.01	48.5003
	36	1830.07	48.1598
C8	34	1816.17	47.7938
	32	1802.25	47.4276
	30	1789.32	47.0874
	28	1776.37	46.7467
	26	1763.45	46.4065
	24	1750.49	46.0656
	22	1736.59	45.6998
C9	20	1722.70	45.3342
	18	1709.74	44.9932
	16	1696.83	44.6535
	14	1683.88	44.3126
	12	1670.93	43.9719
C10	10	1657.02	43.6059
	8	1643.12	43.2399
	6	1630.20	42.9001
	4	1617.27	42.5597
	2	1604.33	42.2191
	0	1591.36	41.8780
C11	Total points		
	87	1522.17	40.0571
	74	1496.29	39.3762
	69	1483.36	39.0357
C12	64	1470.42	38.6954
	52	1442.61	37.9634
	47	1429.67	37.6228
	42	1416.73	37.2823
	37	1403.80	36.9421
	32	1390.87	36.6018