

Ozpak Enterprise Agreement 2024

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PART A - INTRODUCTION AND APPLICATION

1. TITLE

This Agreement is the Ozpak Enterprise Agreement 2024.

2. PARTIES

The parties to this Agreement are:

- 2.1. Ozpak Pty Ltd (ABN 57 091 370 446) ("**the Employer**"); and
- 2.2. All employees employed by the Employer in the Job Classifications set out in this Agreement ("**the Employees**"); and
- 2.3. The Australian Workers' Union ("AWU").

3. DEFINITIONS

- 3.1. "**Act**" means the *Fair Work Act 2009* (Cth).
- 3.2. "**Adult Apprentice**" means an Apprentice who, at the time of commencing their apprenticeship, was aged 21 years or older.
- 3.3. "**Agreement**" means this Ozpak Enterprise Agreement 2024.
- 3.4. "**Apprentice**" means is an Employee who is bound by an approved agreement for training registered with the appropriate State or Territory training authority to undertake an Apprenticeship.
- 3.5. "**Apprenticeship**" means a system of structured on-the-job training with the Employer and off-the-job training with an RTO accessed through a contract of training.
- 3.6. "**Capacity**" means, with respect to the relevant Employee, full time, part time or casual employment.
- 3.7. "**Casual Employee**" has the meaning given by section 15A of the Act.
- 3.8. "**Commencement Date**" means the seventh day following the date this Agreement is approved by FWC.
- 3.9. "**CPI**" means the most recently published Annual Consumer Price Index, Australia, as published on the Australian Bureau of Statistics website prior to the wage increase.
- 3.10. "**Immediate Family**" means:

- (a) The Employee's spouse (including former spouse, de-facto spouse or former de-facto spouse or same sex partner), child (including stepchild, adopted child, ex-nuptial child or adult child), parent, grandparent, grandchild or sibling; and/or
 - (b) A child, parent, grandparent, grandchild or sibling of the Employee's spouse.
- 3.11. **"Irregular Casual Employee"** is a Casual Employee who has been engaged to perform work on an occasional basis or non-systematic or irregular basis.
- 3.12. **"Employee Wage Rate"** means the Employee's agreed rate of pay.
- 3.13. **"Full time Employee"** means an Employee defined under **Clause 7.3**.
- 3.14. **"FWC"** means the Fair Work Commission, or its successor.
- 3.15. **"Letter of Engagement"** means a letter provided to a new Employee which sets out their individual terms of employment, including:
- (a) The Employee's Capacity;
 - (c) The Employee's Job Classification under this Agreement;
 - (d) The Employee Wage Rate;
 - (e) For Part time Employees:
 - (i) The agreed minimum number of hours to be worked each week (**guaranteed hours**); and
 - (ii) the Employees' provided availability during which the guaranteed hours can rostered during the week (**provided availability**); and
 - (f) Any other terms and conditions of employment not provided for in this Agreement.
- 3.16. **"Long Term Casual Employee"** means a Casual Employee who has been employed by the Employer on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months, and has a reasonable expectation of continuing employment by the Employer on a regular and systematic basis.
- 3.17. **"NES"** means the National Employment Standards in the Act.
- 3.18. **"Overtime"** or **"Overtime hours"** means hours worked as defined in **Clause 16.1**.
- 3.19. **"Overtime Pay"** means the applicable rate of pay for Overtime hours worked as set out in **Clause 16.2**.
- 3.20. **"Part time Employee"** means an Employee defined under **Clause 7.4**.
- 3.21. **"Permanent Employee"** means a Full time or Part time Employee.

- 3.22. **"Permanent Wage Rate"** means the minimum rate of pay payable to a Permanent Employee under Schedule 1 of this Agreement for all Rostered Hours of Work.
- 3.23. **"RTO"** means a registered training organisation.
- 3.24. **"Ordinary Wage Rate"** means:
- (a) For Permanent Employees – the Employee's applicable Employee Wage Rate;
 - (b) For Casual Employees – the Employee's applicable Employee Wage Rate minus the 25% casual loading.
- 3.25. **"OTE"** means ordinary time earnings as that term is defined in the Superannuation Guarantee (Administration) Act 1992 (Cth).
- 3.26. **"Casual Wage Rate"** means the minimum rate of pay payable to a Casual Employee under Schedule 1 of this Agreement for all Rostered Hours of Work, inclusive of a 25% casual loading.
- 3.27. **"Wage Rate"** means the applicable Permanent Wage Rate or the applicable Casual Wage Rate.

4. APPLICATION

This Agreement:

- 4.1. Will operate from the Commencement Date and will remain in operation for a period of 4 years from the date the Agreement is approved by FWC (the **"Nominal Expiry Date"**);
- 4.2. Will cover and apply to the Employer and all Employees as defined in **Clause 2**;
- 4.3. Is not to be read in conjunction with any modern award unless specifically stated;
- 4.4. Provides minimum entitlements only and does not restrict the Employer and an Employee from agreeing to a higher wage rate or any other additional benefits;
- 4.5. Does not incorporate any of the NES in the Act. Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.
- 4.6. The Employer agrees to commence renegotiation for a replacement enterprise agreement no earlier than 6 months from the Nominal Expiry Date upon request by an interested party.

PART B – EMPLOYMENT CONDITIONS

5. FAIR WORK INFORMATION STATEMENT

The Employer must give each new Employee the Fair Work Information Statement before, or as soon as practicable after, the Employee starts employment. Copies of the Fair Work Information Statement may be located at <https://www.fairwork.gov.au/employment-conditions/national-employment-standards/fair-work-information-statement>

6. CASUAL EMPLOYMENT INFORMATION STATEMENT

The Employer must give each new Casual Employee the Casual Employment Information Statement before, or as soon as practicable after, the Casual Employee starts employment. Copies of the Casual Employment Information Statement may be located at <https://www.fairwork.gov.au/employment-conditions/national-employment-standards/casual-employment-information-statement>

7. CONTRACT OF EMPLOYMENT

- 7.1. The Employer must give each new Employee a Letter of Engagement before, or as soon as practicable after, they commence employment.
- 7.2. Any change to the terms of an Employee's Letter of Engagement must be made with written agreement of the Employee and the Employer.
- 7.3. Full time Employees
- (a) Full time Employees are required to work 76 hours per 2-week period, plus reasonable additional hours as relevant to the Employee's position; and
 - (b) Are entitled to a minimum of 4 hours of work per weekend engagement.
- 7.4. Part time Employees
- (a) Part time Employees are required to work their guaranteed hours (which will be less than 76 hours per 2 week period), on a reasonably predictable basis, plus reasonable additional hours as relevant to the Employee's position;
 - (b) The Employer can vary the days on which the guaranteed hours will be worked by the Employee:
 - (i) Within their provided availability on 48 hours notice;
 - (ii) Outside of their provided availability on 7 days written notice;
 - (c) Part time employees are entitled to a minimum of 4 hours' work per engagement.

7.5. The Employer will provide employees with a roster at least 7 days in advance.

7.6. Casual Employees

- (a) Casual Employees must be paid at least the applicable Casual Wage Rate for all hours worked.
- (b) Casual Employees are entitled to payment for a minimum of 4 hours' work per engagement.
- (c) The following clauses do not apply to Casual Employees:
 - (i) **Clause 27** (Annual leave);
 - (ii) **Clause 28** (Personal/carer's leave);
 - (iii) **Clause 33** (Paid community service leave)
 - (iv) **Clause 40** (Notice of termination);
 - (v) **Clause 43** (Redundancy); and
 - (vi) Such other Clauses of this Agreement which are clearly expressed to apply only to Permanent Employees.
- (d) The obligations surrounding conversion from Casual to Permanent Employment will be in accordance with the NES.

7.7. Reasonable Additional Hours

In determining whether additional hours are reasonable, the following factors must be taken into account:

- (a) Any risk to health and safety;
- (b) The Employee's personal circumstances, including family responsibilities;
- (c) The operational requirements of the business and the expectations of the position held by the Employee;
- (d) The notice given by the Employer to the Employee to work additional hours;
- (e) The notice given by the Employee of his or her intention to refuse to work the additional hours;
- (f) The usual patterns of the industry in which the Employee works; and
- (g) The Employee's hours of work over the preceding 4 weeks.

7.8. Salaried Employees

- (a) Permanent Employees can be paid a salary in substitution of all monetary entitlements in this Agreement (including but not limited to Overtime, Penalty Rates, Allowances etc);
- (b) No Salaried Employee will be paid less than they would have received under this Agreement had they been employed on an hourly basis at the Permanent Wage Rate.

8. PRE-EXISTING INJURIES AND DISEASES

- 8.1. Prior to commencing employment with the Employer, Employees are required to disclose any pre-existing injuries, diseases or medical conditions suffered by the Employee of which the Employee is aware and which could reasonably be expected to be affected by the nature of the Employee's proposed employment with the Employer.
- 8.2. If the Employee fails to disclose any such pre-existing injuries, diseases or medical conditions, the Employee may not be entitled to compensation for any recurrence, aggravation, acceleration, exacerbation or deterioration of the pre-existing injury, disease or medical condition arising out of the Employee's employment with the Employer.
- 8.3. An Employee may be directed to participate in a pre-employment fitness for work examination, arranged and paid for by the Employer.

9. PROBATION PERIOD

- 9.1. Permanent Employees employed on or after the Commencement Date, will be employed subject to a 3-month probation period.
- 9.2. Time spent as a Casual Employee will, for the purpose of this Agreement, count towards the probation period set out in clause 9.1.
- 9.3. During the probation period:
 - (a) The Employer will evaluate, and may provide appropriate feedback on, an Employee's performance.
 - (b) the Employee or the Employer may terminate the Employee's employment with the giving of 1 week of written notice (or an election to make payment in lieu of notice where such notice is given by the Employer).
- 9.4. Any period of unpaid absence by an Employee during the probation period will extend the length of the Employee's probation period.
- 9.5. Should an Employee be promoted to a new position, that new position will be subject to a two-month probation period. During this probationary period, either the Employer or the Employee may revoke the Promotion and the Employer will reinstate the

Employee to their former position and remuneration or, a comparable position and remuneration if the former position is no longer available. Such a revocation is deemed not to constitute termination of employment at the initiative of the Employer.

10. FLEXIBILITY OF DUTIES

- 10.1. Employees agree to willingly accept flexibility of jobs and duties throughout their employment and to take all reasonable steps to achieve quality, accuracy, efficiency and completion of any reasonable job or task assigned by the Employer that is within their skills and experience.
- 10.2. A reasonable alteration in duties incidental to the Employee's position to accommodate the Employer's business needs will not attract any extra payment, save where such a change results in the Employee working in accordance with a higher Job Classification, and will not be deemed to constitute termination of employment.

11. HIGHER DUTIES

- 11.1. An Employee engaged for 2 or more hours during one day on duties carrying a higher minimum rate than the Employee's ordinary classification must be paid the higher minimum rate for the day;
- 11.2. If engaged for less than 2 hours during the day on higher duties, the Employee must be paid the higher minimum rate for the time worked on higher duties.

12. JOB CLASSIFICATIONS

- 12.1. Employees will be employed into one of the following departments:
 - (a) Wine
 - (b) Office/Administrative
 - (c) Maintenance
- 12.2. Employees employed into a department will be known as that department's employees (for example, an employee employed in the Wine department will be known as a Wine Employee)
- 12.3. Job classifications are set out in Schedule 2 of this Agreement.
- 12.4. Any change to an Employee's Job Classification must be made in consultation and with the written agreement of the Employee.

PART C – HOURS OF WORK AND BREAKS**13. SPREAD OF ORDINARY HOURS**

- 13.1. The spread of ordinary hours for Employees (other than Employees employed in accordance with **Clause 15**) will be Monday to Friday 6am – 6pm.
- 13.2. Hours of work are to be worked continuously except for meal breaks.
- 13.3. Rostered Hours of Work for non-shiftworker Wine and Maintenance employees will be 6:54am to 3:00pm.
- 13.4. The maximum number of ordinary hours of work shall be 10 hours per day, or otherwise by agreement between the Employee and Employer.

14. MEAL AND REST BREAKS

- 14.1. Employees must be given breaks as follows:
- (a) Any Employee that works for more than 5 hours will be entitled to take an unpaid meal break of 30 minutes; and
 - (b) Any Employee that works for:
 - (i) more than 3 hours and 9 hours or less, they will be entitled to take 1 x 15 minute paid rest break;
 - (ii) more than 9 hours, they will be entitled to take:
 - (A) 1 x 15-minute paid rest break in the morning; and
 - (B) 1 x 15-minute unpaid rest break in the afternoon
- 14.2. All meal breaks and rest breaks are to be meaningful and arranged with the relevant Employee's manager.
- 14.3. Employees who are entitled to an unpaid afternoon rest break in clause 14.1(b)(ii) must return to work for a minimum of 30 minutes after taking their rest break. (I.e. Employees must not take their 15 minute unpaid rest break as their last 15 minutes of the day and leave work early).
- 14.4. An Employee who is directed in writing to work through their unpaid meal break will be paid at 150% of the Ordinary Wage Rate until such time as they receive a meal break of the usual length. Unless so directed in writing, an Employee may refuse to work through their unpaid meal break.
- 14.5. Employees are not allowed to group breaks together.

- 14.6. Unpaid breaks will not be considered time worked.
- 14.7. When an Employee is required to work Overtime for two or more hours after finishing their Rostered Hours of Work, the Employee will be allowed to take, without reduction of pay:
- (a) A 20-minute rest break immediately after the usual finishing time; and
 - (b) After each four hours of further continuous Overtime work, a 30-minute rest break.

15. SHIFTWORK

- 15.1. This Clause only applies to Wine and Maintenance Employees.
- 15.2. Rostered Hours of Work for Shiftworkers will be:
- (a) 2:54pm – 11pm; and
 - (b) 10:54pm – 7am.
- 15.3. For the purpose of this Clause, the following definitions apply:
- (a) **“Afternoon Shift”** means any shift finishing after 6.00 pm and at or before midnight;
 - (b) **“Night Shift”** means any shift finishing after midnight and at or before 8.00 am.
- 15.4. A Wine or Maintenance Employee who works on:
- (a) an Afternoon Shift must be paid 115% (140% for Casuals) of the Ordinary Wage Rate; or
 - (b) a Night Shift must be paid 122% (147% for Casuals) of the Ordinary Wage Rate.
- 15.5. A Wine or Maintenance Employee who:
- (a) During a period of engagement on shift, works Night Shift only; or
 - (b) Remains on Night Shift only for a period longer than 4 consecutive weeks; or
 - (c) Works on a Night Shift which does not rotate or alternate with another shift or with day work so as to give the employee at least one third of their working time off Night Shift in each cycle,
- must be paid 130% (155% for Casual Employees) of the Ordinary Wage Rate for all time worked during ordinary working hours on such Night Shift.

- 15.6. Wine and Maintenance shiftworkers must be paid the following (in substitution for the penalties described in clauses 15.4 and 15.5):
- (a) Saturday – 200% (225% for Casual employees) of the Ordinary Wage Rate;
 - (b) Sunday – 200% (225% for Casual employees) of the Ordinary Wage Rate; and
 - (c) Public Holiday – 250% (275% for Casual employees) of the Ordinary Wage Rate).
- 15.7. A Wine and Maintenance Employee who is required to work an Afternoon Shift or Night Shift which does not continue for at least:
- (a) 5 successive Afternoon or Night Shifts; or
 - (b) 38 ordinary hours,
- will be paid 150% (175% for Casual employees) of the Ordinary Wage Rate for the first 3 hours and 200% (225% for Casual employees) of the Ordinary Wage Rate thereafter.

16. OVERTIME

- 16.1. Overtime means hours worked by an Employee:
- (a) In excess of 7.6 hours (excluding meal breaks) in a day;
 - (b) In excess of, or outside, their Rostered Hours of Work;
 - (c) For non-shiftworkers - Outside the spread of ordinary hours prescribed under **Clause 13.1**,
- provided the Employee has been authorised to work such hours by the Employer.
- 16.2. Overtime hours worked by all Employees must be paid at 200% (225% for Casual Employees) of the Ordinary Wage Rate.
- 16.3. An Employee (other than a Casual Employee) who works so much Overtime between the end of the Employee's workday or shift, and the commencement of the Employee's work in the next day or shift that the Employee has not had at least 10 consecutive hours off duty between these times must be released after completion of such Overtime until the Employee has had 10 hours off duty without loss of pay for ordinary working time occurring during such absence, unless the employee agrees otherwise.
- 16.4. If an Employee is directed by the Employer to resume work without having had 10 consecutive hours off duty from the end of their last work day or shift, the Employee must be paid at 200% of the Ordinary Wage Rate until the Employee is released from duty for such period and will then be entitled to be absent until the Employee has had

10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence, unless the employee agrees otherwise.

16.5. When an Employee finishes work at a time when reasonable means of transport are not available after having worked Overtime, the Employer must pay the cost of, or provide, transport to the Employee's home or to the nearest public transport.

16.6. Each day will stand alone for Overtime Pay calculations.

16.7. Time Off In Lieu

(a) An Employee and the Employer may agree in writing to the Employee taking time off instead of being paid for a particular amount of overtime that has been worked by the Employee.

(b) Any arrangement in accordance with clause 16.7(a) must be by way of a separate written agreement provided to the Employer prior to the Employer processing the overtime through the payroll system.

(c) The period of time off that an Employee is entitled to take is the same as the number of overtime hours worked and will be paid at the Employee's hourly rate (i.e. no overtime loading).

(d) The maximum number of hours that an Employee can accrue as time off in lieu at any one time is 38 hours.

(e) The Employee must apply to take the Time Off In Lieu in the same manner as requesting annual leave (no annual leave loading is payable).

(f) Time Off In Lieu is to be taken within 6 months of accrual otherwise it will be paid out at a rate equal to when it was accrued.

(g) An Employee may request, in writing, to be paid out any accrued Time Off In Lieu, which will be paid at a rate equal to when it was accrued (i.e. at the applicable overtime rate at the time it was accrued).

(h) All accrued but untaken Time Off In Lieu must be paid out on termination at the rate that the Time Off In Lieu was accrued (i.e. at the applicable overtime rate at the time it was accrued).

(i) For the avoidance of doubt, any agreement to Time Off In Lieu is at the Employer's discretion.

16.8. Make-Up Time

(a) An Employee may elect, with the consent of the Employer, 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 in clause 13.1.

- (b) On each occasion the Employee elects to use this provision the resulting agreement must be recorded in writing and in the time and wages records at the time when the agreement is made. Any make up time would not incur any overtime or penalty rates and is not cumulative.

PART D – WAGES, SUPERANNUATION AND BENEFITS**17. MINIMUM WAGE RATES**

- 17.1. The Employer must pay Employees at least the Wage Rate set out in Schedule 1.
- 17.2. Subject to clause 17.3, Employees must be paid their wages at least fortnightly in arrears
- 17.3. Salaried Employees must be paid their wages at least monthly (which can be either in arrears or 2 weeks in advance and 2 weeks in arrears).
- 17.4. Employees must provide correct banking details to the Employer and advise the Employer promptly if there are any changes to those details.
- 17.5. The Wage Rates in this Agreement will, at all times, meet the minimum base rates of pay under the relevant modern award in compliance with section 206 of the Act.

18. INCREASE TO WAGE RATES

- 18.1. The Employee Wage Rate will be adjusted each year by:
- (a) From the first full pay period commencing on or after 1 July 2025 by CPI or 2.5%, whichever is the greater.
 - (b) From the first full pay period commencing on or after 1 July 2026 by CPI or 2.5%, whichever is the greater.
 - (c) From the first full pay period commencing on or after 1 July 2027 by CPI or 2.5%, whichever is the greater.
 - (d) From the first full pay period commencing on or after 1 July 2028 by CPI or 2.5%, whichever is the greater.
- 18.2. Any further increase will be at the Employer's discretion.
- 18.3. For the avoidance of doubt, the above increase will apply to all employees covered by this Enterprise Agreement including those who are paid at a rate above what Schedule 1 prescribes to their Grade, Level or Classification.

19. SUPERANNUATION

- 19.1. The Wage Rates outlined in this Agreement are exclusive of superannuation.
- 19.2. The Employer will pay superannuation contributions into a complying superannuation fund nominated by the Employee.

19.3. In the event that the Employee fails to nominate a complying superannuation fund within 60 days of commencement of employment, the Employer must pay superannuation contributions into the Employee's stapled superannuation fund, or if this does not exist, the default superannuation fund being Australian Super.

19.4. Absence from work

Subject to the governing rules of the relevant superannuation fund, the Employer must also make the superannuation contributions provided for in clause 19.2:

(a) Paid leave

(i) While the employee is on any paid leave.

(b) Work related injury or illness

(i) For the period of absence from work (subject to a maximum of 52 weeks in total) of the Employee due to work related injury or work-related illness provided that:

(A) the Employee is receiving workers compensation payments or is receiving regular payments directly from the Employer in accordance with statutory requirements; and

(B) the Employee remains employed by the Employer.

20. APPRENTICES

20.1. Apprentices will receive the following minimum wage rates:

Year of apprenticeship	Minimum wage rate
1 st year	80% of the Maintenance Technician rate
2 nd year	90% of the Maintenance Technician rate
3 rd year	90% of the Maintenance Technician rate
4 th year	95% of the Maintenance Technician rate

20.2. An Adult Apprentice must not suffer a reduction in their minimum wage by virtue of entering into the Apprenticeship contract, provided that the person has been employed for at least 6 months as a full-time employee or 12 months as a part-time or regular casual employee immediately prior to commencing the Apprenticeship.

20.3. For the purpose only of fixing a minimum wage, the Adult Apprentice must continue to receive the minimum wage that applies to the classification in which the Adult Apprentice was engaged immediately prior to commencing the Apprenticeship.

20.4. An Apprentice must be permitted to be absent from work, without loss of pay or continuity of employment, to attend the off-the-job training in accordance with the contract of training.

- 20.5. Time spent by an Apprentice, in attending any training and assessment specified in, or associated with, the training contract is to be regarded as time worked for the Employer for the purposes of calculating the Apprentice's wages and determining the Apprentice's employment conditions.
- 20.6. Redundancy provisions do not apply to Apprentices, provided that where the employment of an Apprentice by the Employer is continued after the completion of the apprenticeship, the period of the apprenticeship will be counted as service for the purposes of the Agreement and long service leave entitlements and in the event that an Apprentice is terminated at the end of their apprenticeship and is re-engaged by the Employer within six months of such termination, the period of the apprenticeship will be counted as service in determining any future termination entitlements.
- 20.7. All fees charged by an RTO and the cost of all prescribed textbooks for the apprenticeship, which are paid by an Apprentice, must be reimbursed by the Employer within six months of commencement of the apprenticeship or a stage of the apprenticeship, or within three months of the commencement of training provided by the RTO, whichever is the later, unless there is unsatisfactory progress.
- 20.8. No Apprentice will, except in an emergency, work or be required to work Overtime or shiftwork at times which would prevent their attendance at the RTO as required by any statute, award, regulation or the contract of training applicable to them.

21. TRAINEES

- 21.1. Employees are encouraged to complete relevant certificates as part of the registered training program developed by the Employer in conjunction with its external training provider.
- 21.2. The Employer's training program includes on-the-job training and assessment against agreed relevant and appropriate industry competency standards, training materials and workbooks developed in conjunction with its external training provider.
- 21.3. The Employer will pay new trainees in accordance with the applicable trainee wage rates set out in the National Training Wage Schedule in the *Miscellaneous Award 2020*.

22. ALLOWANCES

- 22.1. Employees required to use their own vehicles for work purposes (other than travelling to and from work) will be paid \$0.98/km.
- 22.2. Leading Hand Allowance:
- (a) Wine and Maintenance Employees in charge of other Employees (except Wine Employees engaged in Grade 5) must be paid:

	Wine	Maintenance
--	-------------	--------------------

In charge of # Employees	\$ per week	
1 - 2	25.11	-
3	25.11	45.18
4	25.11	45.18
5 – 10	40.40	45.18
11 - 19	61.87	67.49
20+	61.87	85.91

22.3. First Aid Allowance:

- (a) An Employee holding a first aid qualification from St John Ambulance or equivalent and who is appointed by the employer to perform first aid duties will be paid an allowance of \$20.54 per week.

22.4. Meal Allowance:

- (a) An Employee who works overtime in excess of 2 hours following their ordinary day or shift must be paid \$19.43 as a meal allowance on each occasion.
- (b) If the overtime exceeds 4 hours, they will be paid a further \$15.56.
- (c) An employee is not entitled to a meal allowance if:
- (i) they can reasonably return home for a meal; or
 - (ii) they were notified the day before that they will be required to work overtime; or
 - (iii) where the employee is provided with an adequate meal by the employer.

22.5. Wine and Maintenance Employees who are required to work in a wet place will be paid an allowance of \$0.81/hour whilst undertaking that work unless they are provided with adequate protective clothing.

22.6. Health and Safety Representative Allowance:

- (a) An Employee holding a Health and Safety Representative qualification and who is elected by the Employees to act as a Health and Safety Representative will be paid an allowance of \$38 per week.
- (b) The Employer reserves the right to set the maximum number of Health and Safety Representatives who receive the Health and Safety Representative Allowance.

23. ANCILLIARY CLAUSES

23.1. Tools and Protective Clothing

- (a) Employees may be required to use tools and wear protective clothing/footwear for the proper performance of their duties in the course of their employment.
- (b) The Employer will provide all approved tools and protective clothing/footwear that an Employee is required to use in the course of their employment.
- (c) Where the Employer does not provide company approved tools and protective clothing/footwear which are necessary for the performance of the Employee's duties, and where the Employer agrees in writing in advance, the Employee will be reimbursed for the cost of purchasing such tools and protective clothing/footwear.

23.2. Uniforms

- (a) Where the Employer requires an Employee to wear any uniform, such uniform will be supplied by the Employer and must be worn at all times by the Employee as directed.

23.3. Heat Policy

- (b) The Employer will maintain a heat policy.

23.4. Anti Discrimination

- (a) It is the intention of the Employer achieve the principal objective in section 351 of the Fair Work Act 2009 through respecting and valuing the diversity of the work force by helping 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, carer responsibilities, political opinion, national extraction or social origin.
- (b) Accordingly, in fulfilling its obligations under the dispute settlement procedure clause, the Employer must make every endeavour to ensure that neither this Agreement's provisions, nor their operation, are directly or indirectly discriminatory in their effects.
- (c) Nothing in this clause is taken to affect:
 - (i) Any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation; or
 - (ii) 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

23.5. Noticeboard

The Employer will provide notice boards in lunchroom facilities and other prominent locations in the workplace which is accessible to all employees and allow AWU delegates to post notices and information.

23.6. AWU Meetings:

- (a) All AWU members are entitled to attend meetings during paid time, provided that the frequency of these meetings is reasonable.
- (b) There will be a minimum entitlement provided of 2 meetings per year and per shift.
- (c) Notice of such a Meeting (including the reason for the meeting) will be given by the AWU at least one week in advance and the meeting will last no longer than 30 minutes.
- (d) The notice required of the AWU and/or the meeting time provided by the Employer may be altered by agreement between the AWU and the Employer.

24. ACCIDENT PAY

24.1. Definitions

For the purpose of this clause:

- (a) **Accident pay** means a weekly payment made to an Employee by the Employer that is the difference between:
 - (i) the weekly amount of compensation paid to an Employee pursuant to the applicable workers' compensation legislation; and
 - (ii) the Pre-Injury Average Weekly Earnings (including loadings and overtime) as determined by the workers' compensation agent.
- (b) **Injury** will be given the same meaning and application as applying under the applicable workers' compensation legislation covering the Employer.

24.2. Entitlement to accident pay

- (a) The Employer must pay accident pay where an Employee suffers an injury and weekly payments of compensation are paid to the Employee under the applicable workers' compensation legislation for a maximum period of 52 weeks.

24.3. Calculation of the period

- (a) The 52 week period commences from the date of injury. In the event of more than one absence arising from one injury, such absences are to be cumulative in the assessment of the 52 week period.

- (b) The termination by the Employer of the Employee's employment within the 52 week period will not affect the Employee's entitlement to accident pay.
- (c) For a period of less than one week, accident pay (as defined) will be calculated on a pro rata basis.

24.4. When not entitled to payment

- (a) An Employee will not be entitled to any payment under clause 24 in respect of any period of paid annual leave or long service leave, or for any paid public holiday.

24.5. Return to work

- (a) If an Employee entitled to accident pay under clause 24 returns to work on reduced hours or modified duties, the amount of accident pay due will be reduced by any amounts paid for the performance of such work.

24.6. Redemptions

- (a) In the event that an Employee receives a lump sum payment in lieu of weekly payments under the applicable workers' compensation legislation, the liability of the Employer to pay accident pay will cease from the date the Employee receives that payment.

24.7. Damages independent of the Acts

- (a) Where the Employee recovers damages from the Employer or from a third party in respect of the said injury independently of the applicable workers' compensation legislation, such Employee will be liable to repay to the Employer the amount of accident pay which the Employer has paid under clause 24 and the Employee will not be entitled to any further accident pay thereafter.

24.8. Casual employees

- (a) For a casual Employee, the weekly payment referred to in clause 24.1(a)(ii) will be calculated using the Employee's average weekly ordinary hours with the Employer over the previous 12 months or, if the Employee has been employed for less than 12 months by the Employer, the Employee's average weekly ordinary hours over the period of employment with the Employer. The weekly payment will include casual loading but will not include over award payments.

25. EXPENSES

- 25.1. Employees must be reimbursed for all reasonable travel, accommodation and like expenses incurred in carrying out the Employee's duties, provided the Employer has previously authorised such expenses and for reimbursement:

- (a) For reasonable travel expenses—the Employee has provided the Employer the number of kilometres travelled and the reason for the travel; and
 - (b) Of all other expenses—a tax invoice relating to the expense has been provided.
- 25.2. Reimbursement for reasonable travel expenses does not include travel which is undertaken as part of the daily tasks required to complete an Employee's duties.
- 25.3. The Employer reserves the right to provide an Employee with an alternative method for the payment of expenses (including, but not limited to a fuel card, company credit card or periodic car allowance). Such Employees are not entitled to separately claim for reimbursement of such expenses.

PART E – LEAVE ENTITLEMENTS

26. GENERAL LEAVE PROVISIONS

- 26.1. Unless otherwise stated, all paid leave provided for in this Agreement will be paid at the Employee Wage Rate.
- 26.2. The rules set out in the Act in relation to the taking of leave will apply in conjunction with this Agreement.
- 26.3. Permanent Employees will accrue leave entitlements on a pro-rata basis.
- 26.4. Casual Employees are not entitled to paid leave unless specified otherwise under this Agreement or the Act.

27. ANNUAL LEAVE

- 27.1. Permanent Employees are entitled to 4 weeks' paid annual leave for each year of service, to be taken at times agreed between the Employee and the Employer.
- 27.2. Annual leave accrues on a pro-rata basis throughout the year, is cumulative and is paid out upon termination of employment.
- 27.3. In addition to the Employee Wage Rate, Employees will receive 17.5% annual leave loading when taking annual leave.
- 27.4. If possible, a request for the taking of annual leave should be made at least 4 weeks in advance. The Employer may reasonably refuse a request for annual leave where the operational requirements of the business necessitate such a refusal.
- 27.5. The Employer prefers and encourages Employees to take all accrued annual leave within 12 months of accruing that annual leave.
- 27.6. For the purpose of the NES, a **shiftworker** means an Employee who regularly works on a Sunday or a public holiday ("regularly" means more than 34 Sundays and 6 public holidays in a year) in a workplace where shifts are continuously rostered 24 hours a day for 7 days a week.
- 27.7. Cashing Out of Annual Leave
 - (a) An Employee may elect, and the Employer may agree, to cash out a particular amount of the Employee's accrued annual leave, up to a maximum of 2 weeks in any 12-month period.
 - (b) Each agreement to cash out an amount of an Employee's annual leave must be via a separate written agreement.

- (c) The Employer and the Employee must not agree to the Employee cashing out an amount of accrued annual leave if the agreement would result in the Employee's remaining leave balance being less than 4 weeks.
- (d) The Employee must be paid at least the full amount that would have been payable to the Employee had the Employee taken the leave that the Employee has forgone.

27.8. Requirement to Take Annual Leave

- (a) An Employer may direct an Employee in writing to take a period of annual leave in circumstances where the Employee has accrued more than 8 weeks' paid annual leave, provided the Employer and Employee have first genuinely tried to reach an agreement on how to reduce or eliminate the leave accrual.
- (b) A direction by the Employer under Clause 27.8(a):
 - (i) is of no effect if it would result at any time in the Employee's remaining accrued entitlement to paid annual leave being less than 6 weeks;
 - (ii) must not require the Employee to take any period of paid annual leave of less than one week;
 - (iii) must not require the Employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
 - (iv) must not be inconsistent with any leave arrangement agreed by the Employer and Employee.

27.9. Annual Close Down

- (a) The Employer may direct an Employee to take paid annual leave during all or part of a period in conjunction with the Christmas and New Year period, where the Employer shuts down its business, part of its business, or a particular site where the Employee is based for work.
- (b) If an Employee does not have sufficient accrued annual leave for the period of the shutdown, then the Employee will take unpaid leave for the balance of the shutdown period during which no annual leave or personal/carer's leave will accrue.
- (c) Where an Employer decides to utilise the provisions of **Clause 27.9(a)** in respect of the Christmas and New Year period, the Employer must give at least 4 weeks' prior notice to the affected Employees.

27.10. Leave without Pay

- (a) Where an employee has exhausted their Annual Leave and Long Service Leave entitlement, they can request to take Leave without Pay.

- (b) Leave without Pay is at the discretion of the Employer and must be applied for in accordance with the Employer's policy.

27.11. Purchased Leave

- (a) Permanent employees may apply to purchase up to 2 weeks of "purchased leave" per year.
- (b) Granting of purchased leave is subject to operational requirements and at the Employers discretion, and cannot be required as a precondition for employment.
- (c) Applications for purchased leave will be open from 1st May to 1st June in any given year, with the purchase to take place on a pro-rata basis between July of the same year and March the following year by way of a deduction from the Employee pay.
- (d) Purchased leave must be taken within the financial year it is purchased, and if not taken it will be forfeited.
- (e) Purchased leave will not receive annual leave loading.
- (f) Where the Employee has an amount of purchased leave not taken immediately prior to the cessation of the employee's employment, this will be paid to the Employee as part of their final pay.
- (g) Purchased leave will not affect other forms of leave or an employee's continuity of service.
- (h) An employee may terminate the agreement to purchase leave at any time within the July to March window.
- (i) Superannuation will not be payable on purchased leave as it will be paid on the employees OTE prior to the purchased leave being deducted.

28. PERSONAL/CARER'S LEAVE

- 28.1. Permanent Employees are entitled to 10 days' paid personal/carer's leave for each year of service.
- 28.2. Personal/carer's leave accrues on a pro-rata basis, is cumulative and, subject to clause 28.7, is not paid out upon termination of employment.
- 28.3. Personal/carer's leave may be used as follows:
 - (a) As "**sick leave**" - in the event of personal illness or injury; or
 - (b) As "**carer's leave**" - to provide care or support to a member of the Employee's Immediate Family or household, who requires care and support because of:

- (i) A personal illness or injury of a member; or
- (ii) An unexpected emergency affecting the member.

28.4. In order to qualify for the payment of personal/carer's leave, the Employee must:

- (a) inform the Employer of any expected period of absence from work due to personal/carer's leave prior to the start of the shift on which the Employee is rostered to work or as soon as is reasonably practical, in order that alternative staffing arrangements may be made; and
- (b) comply with clause 28.5.

28.5. Employees must give the Employer a medical certificate or statutory declaration to satisfy the Employer as to the Employee's inability to work or, in the case of carer's leave, confirming the illness or injury of the person being cared for by the Employee:

- (a) when requested by the Employer; or
- (b) where the leave is taken:
 - (i) Either side of a weekend or public holiday; or
 - (ii) For more than 2 consecutive workdays of the Employee.

28.6. Personal/carer's leave and Workers' Compensation

Permanent Employees are not entitled to personal/carer's leave for any period in respect of which they are entitled to workers' compensation.

28.7. If an Employee has been employed by the Employer for at least 15 years continuous service, upon termination of employment with the Employer the Employee will be entitled to be paid out their accrued but untaken personal leave (less applicable tax and inclusive of superannuation) to a maximum value of 200 hours, provided the employment is not terminated under Clause 41 at the initiative of the Employer, or due to the Employee abandoning employment.

29. UNPAID CARER'S LEAVE

29.1. Employees, including Casual Employees, are entitled to up to 2 days' unpaid carer's leave for each occasion where a member of the Employee's Immediate Family or household, requires care or support during such a period because of:

- (a) A personal illness, or injury, of the member; or
- (b) An unexpected emergency affecting the member.

29.2. To be entitled to take unpaid carer's leave in accordance with this Clause:

- (a) The Employee's entitlement to paid personal/carer's leave in accordance with **Clause 28** (if any) must be exhausted; and
- (b) If required by the Employer, the Employee must give the Employer evidence to satisfy a reasonable person as to the illness or injury of the person being cared for by the Employee.

30. COMPASSIONATE LEAVE

- 30.1. Permanent Employees are entitled to up to 2 days' paid compassionate leave on each occasion of the following:
- (a) For the purposes of spending time with a person who is a member of the Employee's Immediate Family or household who has a personal illness, or injury, that poses a serious threat to his or her life; or
 - (b) After the death of a member of the Employee's Immediate Family or household; or
 - (c) After the Employee, or the Employee's spouse or de factor partner, has a miscarriage.
- 30.2. If the Employer requests reasonable evidence of the illness, injury, death or miscarriage, the Employee must provide such evidence before becoming entitled to receive payment for compassionate leave.
- 30.3. Casual Employees are entitled to unpaid compassionate leave.

31. UNPAID PARENTAL LEAVE

Full time, Part time and Long Term Casual Employees are entitled to 12 months' unpaid maternity, paternity and adoption leave in accordance with the Act.

32. LONG SERVICE LEAVE

Employees are entitled to long service leave in accordance with the provisions of the relevant long service leave legislation that covers minimum long service leave entitlements in the State or Territory in which the Employee's employment is based.

33. COMMUNITY SERVICE LEAVE

- 33.1. Subject to **Clause 33.2**, an Employee who engages in a voluntary emergency management activity are entitled to be absent from the workplace for a period equal to:
- (a) The time during which the Employee engages in the activity;
 - (b) Reasonable travelling time associated with the activity; and

- (c) Reasonable rest time immediately following the activity,
provided that the Employee's absence is reasonable in all the circumstances.

33.2. The Employee must provide the Employer with:

- (a) Notice of their absence, advising of the expected period of the absence, either before the commencement of the activity or as soon as practicable following commencement of the activity; and
- (b) Reasonable evidence that the Employee is absent from work because the Employee has been or will be engaging in a voluntary emergency management activity.

33.3. Any absence from work on a period of community service leave is unpaid, unless agreed by the Employer otherwise.

34. JURY SERVICE LEAVE

Employees are entitled to paid Jury Service leave in accordance with the NES and the State or Territory legislation applicable in the State or Territory in which they are employed.

35. FAMILY AND DOMESTIC VIOLENCE LEAVE

Family and domestic violence leave is provided for in the NES.

36. PUBLIC HOLIDAYS

36.1. Employees may be reasonably requested to work on public holidays.

36.2. Public holidays are those days (including substituted public holidays) declared or prescribed as public holidays under the Act and any additional public holidays as gazetted by the relevant State or Territory government.

36.3. Employees will not be required to work on Christmas Day.

Public Holidays Worked

36.4. Employees who work on a Public Holiday will be entitled to receive 250% (275% for Casual Employees) of the Ordinary Wage Rate.

Public Holidays Not Worked

36.5. Casual Employees are not entitled to payment for any absence on a public holiday.

36.6. If a Permanent Employee is absent on a public holiday, the Employer must pay the Employee their Employee Wage Rate for the Employee's Rostered Hours of Work on the Public Holiday.

- 36.7. If the Permanent Employee does not have Rostered Hours of Work on the public holiday, the Permanent Employee is not entitled to payment under this Clause.

For example, an Employee is not entitled to payment if he or she is a Part time Employee whose Rostered Hours of Work do not fall on the day of the week on which the public holiday occurs.

37. STAND DOWN

- 37.1. The Employer has the right to stand down an Employee without pay where an Employee cannot be usefully employed because of a natural disaster, or power failure, or any stoppage of work by a cause for which the Employer cannot reasonably be held responsible.
- 37.2. The Employee can request to take annual leave during any stand down period.
- 37.3. This Clause does not operate to affect continuity of employment for the purposes of accrual of leave entitlements.

38. SUSPENSION

- 38.1. An Employee may be suspended with pay, pending an investigation, if the Employer receives a complaint from another Employee or customer, or it is suspected that the Employee has, or may have, committed a serious breach of this Agreement or engaged in serious misconduct as set out in **Clause 41**. Casual Employees may be so suspended without pay.
- 38.2. This Clause does not operate to affect continuity of employment for the purposes of accrual of leave entitlements for Permanent Employees.

39. CONTINUOUS SERVICE

- 39.1. Any period of paid leave under **Clauses 27** (Annual leave), **28(a)** (Personal/Carer's Leave), **30** (Compassionate Leave), **32** (Long Service Leave), **34** (Jury Service Leave), **35** (Family and Domestic Violence Leave) or time off on a public holiday under **Clause 36** will be counted as continuous service for the purposes of future leave accrual.
- 39.2. Any period of unpaid leave under **Clauses 29** (Unpaid Carer's Leave), **31** (Unpaid Parental Leave), **33** (Community Service Leave) will not break continuous service, but will not be counted as continuous service, for the purposes of future leave accrual.

PART F – ENDING EMPLOYMENT

40. NOTICE OF TERMINATION

40.1. Casual Employment

- (a) The Employer is not required to provide any notice of termination to Casual Employees.

40.2. Permanent Employment

- (a) Subject to **Clause 41**, the employment of a Permanent Employee may be terminated by either the Employee or the Employer by giving at least the following notice of termination (or, at the discretion of the Employer, payment in lieu of notice):

Employee's period of continuous service with the Employer on the day the notice is given	Period
Not more than 1 year	1 week
More than 1 year and up to 3 years	2 weeks
More than 3 years and up to 5 years	3 weeks
More than 5 years	4 weeks

- (b) An Employee over 45 years of age with at least 2 years' continuous service with the Employer must be given an additional week's notice (or payment in lieu of notice) by the Employer, but is not required to provide this additional week in the case of resignation.
- (c) During any period of notice, the Employer is not obliged to provide an Employee with any work or work of a particular kind. The Employer may direct that the Employee must not attend the Employer's premises and may further direct that the Employee only carry out specific duties as directed by the Employer.
- (d) Any payment in lieu of notice must be equal to the minimum the Employee would have received in respect of the hours (excluding Overtime, if applicable) that would have been worked by the Employee during the period of notice had the employment of the Employee not been terminated.
- (e) If the Employee fails to give the notice required under **Clause 40.2(a)** and is at least 18 years old, the Employer may withhold money due to the Employee upon termination of employment. The amount withheld will not exceed one week calculated at the Employee Wage Rate.

- (f) Where the Employer has given notice of termination to an Employee, an Employee must be allowed up to one day off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the Employee after consultation with the Employer.

40.3. Payment on termination of employment

- (a) Where notice of termination is given by the Employer or Employee in accordance with the terms of this Agreement, the Employer will pay the Employee their final pay by no later than 7 days after the day of termination.
- (b) This Clause is subject to the Employer making deductions authorised by this Agreement or the Act.

41. TERMINATION WITHOUT NOTICE

41.1. The Employer may immediately, without notice or payment in lieu of notice, terminate the employment of an Employee found to have engaged in serious misconduct. Serious misconduct includes, but is not limited to:

- (a) Wilful or deliberate behaviour by the Employee that is inconsistent with the continuation of employment;
- (b) Conduct that causes serious risk to the health or safety of a person, or the reputation, viability or profitability of the business of the Employer;
- (c) Engaging in theft, fraud or assault;
- (d) Harassing, sexually or otherwise, or discriminating against other Employees, contractors or customers of the Employer;
- (e) Being intoxicated or under the influence of drugs at work; or
- (f) Refusing to carry out a lawful, reasonable instruction by a supervisor or manager,

and, in such case, the Employee will be paid their final pay in accordance with Clause 40.3(a).

42. INCAPACITY TO WORK

42.1. In the event that an Employee is absent from performing duties due to illness or other incapacity for a period of not less than 3 months in any 12 month period (excluding paid personal/carer's leave or WorkCover), and is unable to demonstrate to the Employer that they will be able to return to work and perform the inherent requirements of their position within a short to medium term, the Employer may terminate the Employee's employment in accordance with **Clause 40**.

42.2. This Clause does not affect the Employee's rights and entitlements under any applicable law relating to workers' compensation.

43. REDUNDANCY

43.1. This Clause applies only to the Employer in the event that, at the time the job an Employee is doing is to be made redundant, the Employer employs 15 or more Permanent or Long Term Casual Employees.

43.2. This Clause does not apply to:

- (a) an Employee employed for a specified period of time, for a specified task, or for the duration of a specified season;
- (b) an Employee whose employment is terminated because of serious misconduct;
- (c) a Casual Employee; and
- (d) an Employee (other than an apprentice) to whom a training arrangement applies and whose employment is for a specified period of time or is, for any reason, limited to the duration of the training arrangement.

43.3. Redundancy Pay

In addition to the period of notice provided in **Clause 40.2**, and subject to the provisions of the Act, a Permanent Employee whose employment is terminated for reasons of redundancy will be entitled to the following amount of redundancy pay in respect of his or her continuous period of service with the Employer:

Period of Continuous Service with the Employer on termination	Redundancy Pay
At least 1 year but less than 2 years	4 weeks' pay
At least 2 years but less than 3 years	6 weeks' pay
At least 3 years but less than 4 years	7 weeks' pay
At least 4 years but less than 5 years	8 weeks' pay
At least 5 years but less than 6 years	10 weeks' pay
At least 6 years but less than 7 years	11 weeks' pay
At least 7 years but less than 8 years	13 weeks' pay
At least 8 years but less than 9 years	14 weeks' pay
At least 9 years but less than 10 years	16 weeks' pay
At least 10 years	18 weeks' pay

"**Weeks' pay**" means the total amount of wages an Employee would have received for a week's work calculated at their Employee Wage Rate for their weekly ordinary hours of work as at the date of the termination of employment.

- 43.4. Prior to determining which Employees are to be made redundant, the Employer will:
- (a) undertake an assessment of an employee's skills; and
 - (b) seek expressions of interest from employees who may wish to be made redundant.
- 43.5. For the avoidance of doubt, the Employer will make the final decision on which Employees are to be made redundant and is not required to select first from those who express interest under clause 43.4(b).
- 43.6. Time Off During Notice Period for Redundancy
- (a) An Employee terminated for reasons of redundancy, will during the period of notice of termination given by the Employer be allowed up to one day off during each week of their notice without loss of pay for the purpose of seeking other employment.
 - (b) An Employee allowed paid leave for more than one day during the notice period for the purpose of seeking other employment will, at the request of the Employer, be required to produce proof of attendance at an interview in order to receive payment for the time absent. For this purpose, a statutory declaration will be sufficient.
 - (c) This Clause will apply in lieu of **Clause 40.2(f)**.

44. PROPERTY OF THE EMPLOYER

In the event of termination of employment, an Employee must return to the Employer all property of the Employer which is in the possession, custody or control of the Employee. This includes, without limitation, tools, uniforms, keys, equipment, mobile telephones, documents, policies, manuals, or other information whether in electronic, written or other form. Employees undertake not to retain any copies of any such property.

45. DEDUCTIONS

The Employer may reasonably deduct from an Employee's wages or, upon the termination of employment from their final pay (including from any accrued and unused paid leave entitlements), any sums owed to the Employer by the Employee in respect to the following:

- 45.1. Any overpayment of wages or over-reimbursement of expenses;
- 45.2. The replacement value of any property belonging to the Employer provided to the Employee or under the Employee's control for the purposes of completing

employment duties that the Employee has not returned upon termination, as required by **Clause 44**;

45.3. The value of any unaccrued leave taken in advance; or

45.4. Any amount owed in the Employees' Cash Account.

PART G – REQUIRED CLAUSES**46. INDIVIDUAL FLEXIBILITY ARRANGEMENTS**

46.1. The Employer and an Employee covered by this Agreement may agree to make an individual flexibility arrangement ("IFA") to vary the effect of terms of this Agreement if:

- (a) The IFA deals with 1 or more of the following matters:
 - (i) **Clause 13**— Spread of Ordinary Hours;
 - (ii) **Clause 14** — Meal and rest breaks;
 - (iii) **Clause 15** — Shiftwork;
 - (iv) **Clause 16** — Overtime; and
 - (v) **Clause 22** — Allowances.
- (b) The IFA meets the genuine needs of the Employer and the Employee in relation to 1 or more of the matters mentioned in **Clause 46.1(a)**;
- (c) The IFA is genuinely agreed to by the Employer and the Employee without coercion or duress; and
- (d) The IFA includes details of:
 - (i) The terms of this Agreement that will be varied by the IFA;
 - (ii) How the IFA will vary the effect of the terms; and
 - (iii) How the Employee will be better off overall in relation to the terms and conditions of their employment as a result of the IFA.

46.2. The Employer must ensure that the terms of the IFA:

- (a) Are about permitted matters under the Act;
- (b) Are not unlawful terms under the Act; and
- (c) Result in the Employee being better off overall than the Employee would be if no IFA was made.

46.3. If the Employer wishes to initiate the making of an IFA, it must:

- (a) give the Employee a written proposal; and
- (b) if the Employer is aware that the Employee has, or reasonably should be aware that the Employee may have, limited understanding of written English,

take reasonable steps (including providing a translation in an appropriate language) to ensure that the employee understands the proposal.

46.4. The Employer must ensure that the IFA:

- (a) Is in writing; and
- (b) Is signed by the Employer and the Employee and, if the Employee is under 18 years of age, signed by a parent or guardian of the Employee.

46.5. The Employer must give the Employee a copy of the IFA within 14 days after it is agreed to.

46.6. The Employer or the Employee may terminate the IFA:

- (a) By giving 28 days written notice to the other party to the IFA; or
- (b) If the Employer and the Employee agree in writing — at any time.

47. CONSULTATION

47.1. This term applies if the Employer:

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

47.2. In this Clause, **relevant Employees** means the Employees who may be affected by a change referred to in **Clause 47.1**.

Major change

47.3. For a major change referred to in **Clause 47.1(a)**:

- (a) the Employer must notify the relevant Employees of the decision to introduce the major change; and
- (b) **Clauses 47.4 to 47.10** apply.

47.4. The relevant Employees may appoint a representative for the purposes of the procedures in this term.

47.5. If:

- (a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and

- (b) the Employee or Employees advise the Employer of the identity of the representative;

the Employer must recognise the representative.

47.6. Prior to making its final decision, the Employer must:

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

47.7. However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.

47.8. The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.

47.9. If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in **Clauses 47.3(a), 47.4 and 47.6** are taken not to apply.

47.10. In this Clause, a major change is ***likely to have a significant effect on Employees*** if it results in:

- (a) the termination of the employment of Employees; or
- (b) major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) the alteration of hours of work; or
- (e) the need to retrain Employees; or

- (f) the need to relocate Employees to another workplace; or
- (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

47.11. For a change referred to in **Clause 47.1(b)**:

- (a) the Employer must notify the relevant Employees of the proposed change; and
- (b) **Clauses 47.12 to 47.16** apply.

47.12. The relevant Employees may appoint a representative for the purposes of the procedures in this term.

47.13. If:

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

the Employer must recognise the representative.

47.14. As soon as practicable after proposing to introduce the change, the Employer must:

- (a) discuss with the relevant Employees the introduction of the change; and
- (b) for the purposes of the discussion—provide to the relevant Employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the Employer reasonably believes will be the effects of the change on the Employees; and
 - (iii) information about any other matters that the Employer reasonably believes are likely to affect the Employees; and
 - (iv) invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

47.15. However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.

47.16. The Employer must give prompt and genuine consideration to matters raised about the change by the relevant Employees.

48. DISPUTE SETTLEMENT PROCEDURE

- 48.1. Where a dispute arises out of the terms of this Agreement or in relation to the NES, the following procedure should be followed.
- 48.2. An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this Clause.
- 48.3. In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee or Employees and relevant supervisors and/or management.
- 48.4. If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to FWC.
- 48.5. The FWC may deal with the dispute in 2 stages:
- (a) the FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - (b) if the FWC is unable to resolve the dispute at the first stage, the FWC may:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.
- 48.6. While the parties are trying to resolve the dispute using the procedures in this term:
- (a) an Employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
 - (b) an Employee must comply with a direction given by the Employer to perform other available work at the same workplace, or at another workplace, unless:
 - (i) the work is not safe; or
 - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
 - (iii) the work is not appropriate for the Employee to perform; or
 - (iv) there are other reasonable grounds for the Employee to refuse to comply with the direction.
- 48.7. The parties to the dispute agree to be bound by a decision made by FWC in accordance with this Clause.

49. WORKPLACE DELEGATES RIGHTS

- 49.1. Two AWU delegates, with approval of the AWU, will be granted a pool of 8 days of leave with pay each calendar year, pro rata, (which are not cumulative from year to year), to attend courses conducted by the AWU or a training provider nominated by the AWU, that are designed to provide skills and competencies that will assist the delegate to perform their functions including contributing to the prompt resolution of disputes and/or grievances in the workplace.
- 49.2. An application to the Employer to attend must be in writing, include the nature and duration of the course to be attended, and will be provided with at least 7 days' notice.
- 49.3. Leave of absence granted pursuant to this clause will count as service for all purposes of this Agreement.
- 49.4. This Agreement incorporates the delegates' rights term of the relevant Award, but only to the extent that it is more beneficial than this clause.
- 49.5. For the avoidance of doubt, the provisions of the Award delegates' rights term that are not incorporated include any provision that:
- (a) limits delegates' rights under this clause, including by:
 - (i) limiting delegates' rights to a particular number of delegates; or
 - (ii) limiting delegates' rights in relation to small business employers; and
 - (b) imposes additional or more onerous notice, evidentiary, or other administrative requirements on delegates or their exercise of delegates' rights.

50. RIGHT TO DISCONNECT

- 50.1. Unless it is unreasonable to do so, an Employee may refuse to monitor, read or respond to contact, or attempted contact, from:
- (a) the Employer outside of the Employee's working hours; or
 - (b) a third party if the contact or attempted contact relates to their work and is outside of the Employee's working hours.
- 50.2. Section 333M(3) of the Act lists matters that must be taken into account in determining whether an Employee's refusal is unreasonable.
- 50.3. The Employer must not directly or indirectly prevent an employee from exercising their right to disconnect.

SIGNATURES OF THE PARTIES

Made as an Agreement by the Employer and its Employees

Signed for and on behalf of **the Employer**:

Andrew Cross



Name of Employer Representative

Signature

201 Odwyer Rd, Nagambie 3608

1 November 2024

Address

Date

General Manager

Explanation of authority to sign on behalf of the Employer

Signed for and on behalf of **the Employees**:

GARY MAGGINS



Name of Employee representative

Signature

8 PERRIN ST SEYMOUR 3660

1/11/24

Address

Date

BARGAINING REP

Explanation of authority to sign on behalf of the Employee

Signed for and on behalf of **the Australian Workers' Union:**

Ronnie Hayden



Name of AWU representative

Signature

685 Spencer Street
West Melbourne, Victoria, 3003.

31 October 2024

Address

Date

Branch Secretary

The Australian Workers' Union Victorian Branch

Explanation of authority to sign on behalf of
the AWU

Schedule 1 - Minimum Wage Rates

Job Classification	Permanent Wage Rate				
	Current	1 July 2025 – 2.5%	1 July 2026 – 2.5%	1 July 2027 – 2.5%	1 July 2028 – 2.5%
Wine Department					
Bottling Stream					
Grade 1	\$24.65	\$25.27	\$25.91	\$26.56	\$27.23
Grade 2	\$25.48	\$26.12	\$26.78	\$27.45	\$28.14
Grade 3	\$26.34	\$27.00	\$27.68	\$28.38	\$29.09
Grade 4	\$29.06	\$29.79	\$30.54	\$31.31	\$32.10
Grade 5	\$35.82	\$36.72	\$37.64	\$38.59	\$39.56
Cellar Stream					
Grade 1	\$24.65	\$25.27	\$25.91	\$26.56	\$27.23
Grade 2	\$25.48	\$26.12	\$26.78	\$27.45	\$28.14
Grade 3	\$27.67	\$28.37	\$29.08	\$29.81	\$30.56
Grade 4	\$31.28	\$32.07	\$32.88	\$33.71	\$34.56
Grade 5	\$35.82	\$36.72	\$37.64	\$38.59	\$39.56
Laboratory Stream					
Grade 1	\$28.12	\$28.83	\$29.56	\$30.30	\$31.06
Grade 2	\$30.01	\$30.77	\$31.54	\$32.33	\$33.14
Grade 3	\$30.89	\$31.67	\$32.47	\$33.29	\$34.13
Grade 4	\$33.05	\$33.88	\$34.73	\$35.60	\$36.49
Grade 5	\$35.82	\$36.72	\$37.64	\$38.59	\$39.56
Warehouse and Supply Stream					
Grade 1	\$24.65	\$25.27	\$25.91	\$26.56	\$27.23
Grade 2	\$26.03	\$26.69	\$27.36	\$28.05	\$28.76
Grade 3	\$27.96	\$28.66	\$29.38	\$30.12	\$30.88
Grade 4	\$28.12	\$28.83	\$29.56	\$30.30	\$31.06
Grade 5	\$35.82	\$36.72	\$37.64	\$38.59	\$39.56

Office/Administration Department					
Level 1	\$28.18	\$28.89	\$29.62	\$30.37	\$31.13
Level 2	\$29.88	\$30.63	\$31.40	\$32.19	\$33.00
Level 3	\$30.67	\$31.44	\$32.23	\$33.04	\$33.87
Level 4	\$31.91	\$32.71	\$33.53	\$34.37	\$35.23
Maintenance					
C11	\$35.70	\$36.60	\$37.52	\$38.46	\$39.43
C10 (Maintenance Technician)	\$37.58	\$38.52	\$39.49	\$40.48	\$41.50
C9 (Maintenance Supervisor)	\$38.77	\$39.74	\$40.74	\$41.76	\$42.81
C8	\$39.95	\$40.95	\$41.98	\$43.03	\$44.11
C7	\$41.01	\$42.04	\$43.10	\$44.18	\$45.29
C6	\$43.09	\$44.17	\$45.28	\$46.42	\$47.59
C5	\$43.97	\$45.07	\$46.20	\$47.36	\$48.55
C4	\$45.15	\$46.28	\$47.44	\$48.63	\$49.85

Job Classification	Casual Wage Rate				
	Current	1 July 2025 – 2.5%	1 July 2026 – 2.5%	1 July 2027 – 2.5%	1 July 2028 – 2.5%
Wine Department					
Bottling Stream					
Grade 1	\$30.82	\$31.59	\$32.39	\$33.20	\$34.04
Grade 2	\$31.85	\$32.65	\$33.48	\$34.32	\$35.18
Grade 3	\$32.93	\$33.75	\$34.60	\$35.48	\$36.37
Grade 4	\$36.33	\$37.24	\$38.18	\$39.14	\$40.13
Grade 5	\$44.78	\$45.90	\$47.05	\$48.24	\$49.45
Cellar Stream					
Grade 1	\$30.82	\$31.59	\$32.39	\$33.20	\$34.04
Grade 2	\$31.85	\$32.65	\$33.48	\$34.32	\$35.18
Grade 3	\$34.59	\$35.47	\$36.35	\$37.27	\$38.20
Grade 4	\$39.10	\$40.09	\$41.10	\$42.14	\$43.20
Grade 5	\$44.78	\$45.90	\$47.05	\$48.24	\$49.45
Laboratory Stream					
Grade 1	\$35.15	\$36.04	\$36.95	\$37.88	\$38.83
Grade 2	\$37.52	\$38.47	\$39.43	\$40.42	\$41.43
Grade 3	\$38.62	\$39.59	\$40.59	\$41.62	\$42.67
Grade 4	\$41.32	\$42.35	\$43.42	\$44.50	\$45.62
Grade 5	\$44.78	\$45.90	\$47.05	\$48.24	\$49.45
Warehouse and Supply Stream					
Grade 1	\$30.82	\$31.59	\$32.39	\$33.20	\$34.04
Grade 2	\$32.54	\$33.37	\$34.20	\$35.07	\$35.95
Grade 3	\$34.95	\$35.83	\$36.73	\$37.65	\$38.60
Grade 4	\$35.15	\$36.04	\$36.95	\$37.88	\$38.83
Grade 5	\$44.78	\$45.90	\$47.05	\$48.24	\$49.45

Office/Administration Department					
Level 1	\$35.23	\$36.12	\$37.03	\$37.97	\$38.92
Level 2	\$37.35	\$38.29	\$39.25	\$40.24	\$41.25
Level 3	\$38.34	\$39.30	\$40.29	\$41.30	\$42.34
Level 4	\$39.89	\$40.89	\$41.92	\$42.97	\$44.04
Maintenance					
C11	\$44.63	\$45.75	\$46.90	\$48.08	\$49.29
C10 (Maintenance Technician)	\$46.98	\$48.15	\$49.37	\$50.60	\$51.88
C9 (Maintenance Supervisor)	\$48.47	\$49.68	\$50.93	\$52.20	\$53.52
C8	\$49.94	\$51.19	\$52.48	\$53.79	\$55.14
C7	\$51.27	\$52.55	\$53.88	\$55.23	\$56.62
C6	\$53.87	\$55.22	\$56.60	\$58.03	\$59.49
C5	\$54.97	\$56.34	\$57.75	\$59.20	\$60.69
C4	\$56.44	\$57.85	\$59.30	\$60.79	\$62.32

Schedule 2 – Job Classifications

Job Classification	Corresponding Award Classification*
Wine	Wine Industry Award 2020
Grade 1	Grade 1- Bottling Stream Grade 1- Cellar Stream Grade 1- Laboratory Stream Grade 1- Warehouse and Supply Stream
Grade 2	Grade 2- Bottling Stream Grade 2- Cellar Stream Grade 2- Laboratory Stream Grade 2- Warehouse and Supply Stream
Grade 3	Grade 3- Bottling Stream Grade 3- Cellar Stream Grade 3- Laboratory Stream Grade 3- Warehouse and Supply Stream
Grade 4	Grade 4- Bottling Stream Grade 4- Cellar Stream Grade 4- Laboratory Stream Grade 4- Warehouse and Supply Stream
Grade 5	Grade 5- Bottling Stream Grade 5- Cellar Stream Grade 5- Laboratory Stream (Supervisory) Grade 5- Laboratory Stream (Technical) Grade 5- Warehouse and Supply Stream
Office/Administration	Clerks Private Sector Award 2020
Level 1	Level 2 – Year 2
Level 2	Level 3
Level 3	Level 4
Level 4	Level 5
Maintenance	Manufacturing and Associated Industries and Occupations Award 2020
C11	C11
C10 (Maintenance Technician)	C10
C9 (Maintenance Supervisor)	C9
C8	C8
C7	C7

C6	C6
C5	C5
C4	C4

*The award classifications contained in the column above titled Corresponding Award Classification are incorporated into this Agreement as published at the date of approval of this Agreement.