

**TAGHLEEF INDUSTRIES PTY  
LTD**

**AND**

**UNITED WORKERS UNION**

**ENTERPRISE AGREEMENT  
2024-2027**



**UNITED WORKERS UNION  
833 Bourke Street  
Docklands VIC 3008  
Phone :(03) 9287 1777  
Fax :(03) 9287 1717**

Taghleef Industries Pty Ltd and the United Workers Union Enterprise Agreement 2024 - 2027.

## **PART 1 – APPLICATION AND OPERATION OF AGREEMENT**

### **1. AGREEMENT TITLE**

This agreement shall be known as the Taghleef Industries Pty Ltd and United Workers Union Enterprise Agreement 2024 – 2027.

### **2. ARRANGEMENT**

<b>PART 1 – APPLICATION AND OPERATION OF AGREEMENT</b>	<b>2</b>
<b>1. AGREEMENT TITLE</b>	<b>2</b>
<b>2. ARRANGEMENT</b>	<b>2</b>
<b>3. AGREEMENT OBJECTIVES</b>	<b>5</b>
<b>4. DEFINITIONS</b>	<b>5</b>
<b>5. COMMENCEMENT DATE OF AGREEMENT AND PERIOD OF OPERATION</b>	<b>7</b>
<b>6. COVERAGE OF AGREEMENT</b>	<b>7</b>
<b>7. PARTIES BOUND / COVERED</b>	<b>7</b>
<b>8. RELATIONSHIP WITH OTHER AWARDS</b>	<b>7</b>
<b>9. SAVINGS PROVISION</b>	<b>8</b>
<b>10. FLEXIBILITY</b>	<b>8</b>
<b>PART 2 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION</b>	<b>9</b>
<b>11. CONSULTATIVE MECHANISMS AND PROCEDURES IN THE WORKPLACE</b>	<b>9</b>
<b>12. INTRODUCTION OF MAJOR CHANGE IN THE WORKPLACE</b>	<b>9</b>
<b>13. PROCEDURES FOR THE AVOIDANCE OF INDUSTRIAL DISPUTES</b>	<b>11</b>

<b>PART 3 – EMPLOYER AND EMPLOYEE DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS</b>	<b>12</b>
14. CONTRACT OF EMPLOYMENT	12
15. CASUAL EMPLOYMENT	13
16. REDUNDANCY	13
17. TERMINATION OF EMPLOYMENT	17
<b>PART 4 - WAGES AND RELATED MATTERS</b>	<b>19</b>
18. CLASSIFICATIONS AND WAGE RATES	19
19. PAYMENT OF WAGES	22
20. ALLOWANCES	23
21. SUPERANNUATION	24
<b>PART 5 – HOURS OF WORK, BREAKS, OVERTIME, SHIFTWORK, WEEKEND WORK.</b>	<b>27</b>
22. HOURS OF WORK – DAY WORKERS	27
23. BREAKS (MEAL AND REST)	29
24. OVERTIME	30
25. SHIFT WORK	32
26. SATURDAY WORK	34
27. SUNDAY WORK	34
28. ANNUAL LEAVE	35
29. COMPASSIONATE LEAVE	39
30. PERSONAL LEAVE (SICK LEAVE)	40
31. PERSONAL LEAVE (CARER’S LEAVE)	42
32. PARENTAL LEAVE	45

TAGHLEEF INDUSTRIES PTY LTD AND UNITED WORKERS UNION  
ENTERPRISE AGREEMENT 2024 - 2027

---

<b>33.</b>	<b>JURY SERVICE</b>	<b>45</b>
<b>34.</b>	<b>LONG SERVICE LEAVE</b>	<b>45</b>
<b>35.</b>	<b>PUBLIC HOLIDAYS</b>	<b>46</b>
<b>36.</b>	<b>BLOOD DONOR'S LEAVE</b>	<b>48</b>
	<b>PART 6 – TRAINING AND RELATED MATTERS</b>	<b>48</b>
<b>37.</b>	<b>TRAINING</b>	<b>48</b>
	<b>PART 7 - OCCUPATIONAL HEALTH AND SAFETY MATTERS, EQUIPMENT, TOOLS AND AMENITIES.</b>	<b>49</b>
<b>38.</b>	<b>ACCIDENT PAY</b>	<b>49</b>
<b>39.</b>	<b>CLOTHING, EQUIPMENT AND SAFETY</b>	<b>51</b>
<b>40.</b>	<b>WORKING IN HOT CONDITIONS</b>	<b>52</b>
<b>41.</b>	<b>INJURY AND ILLNESS INSURANCE</b>	<b>52</b>
	<b>PART 8 – AGREEMENT COMPLIANCE</b>	<b>52</b>
<b>42.</b>	<b>UNION BUSINESS</b>	<b>52</b>
<b>43.</b>	<b>NOTICE BOARD</b>	<b>54</b>
<b>44.</b>	<b>NO EXTRA CLAIMS</b>	<b>54</b>
<b>45.</b>	<b>RENEGOTIATION OF AGREEMENT</b>	<b>54</b>
<b>46.</b>	<b>UNION TRAINING LEAVE</b>	<b>55</b>
	<b>APPENDIX A</b>	<b>57</b>
	<b>APPENDIX B</b>	<b>59</b>
	<b>APPENDIX C</b>	<b>68</b>
	<b>APPENDIX D</b>	<b>70</b>
<b>48.</b>	<b>SIGNATORIES</b>	<b>74</b>

### **3. AGREEMENT OBJECTIVES**

#### **3.1. CONTEXT OF AGREEMENT**

- 3.1.1.** To succeed, Taghleef Industries needs to achieve productivity, unit cost and profitability levels above the best international standards in order to be able to compete effectively with its Southeast Asian competitors who, being larger, enjoy cost advantages through economics of scale.
- 3.1.2.** To achieve these objectives there needs to be co-operation and commitment of all the parties. Success will enable all employees to enjoy the earnings and improved conditions of employment and enable shareholders and other investors to earn a satisfactory return on their capital investment.

#### **3.2. PRINCIPLE OF AGREEMENT**

Major principles of this agreement include understandings that:

- 3.2.1.** All work organisation and operating establishments be based solely on operational needs;
- 3.2.2.** Inter-job flexibility will be based operational needs, employee's skills and competence levels;
- 3.2.3.** Employees agree to be willing within individual capabilities to accept training and to practice newly acquired skills.

### **4. DEFINITIONS**

For the purpose of this agreement:

- 4.1.** "Day worker" means an employee who is specifically engaged to work between 6 a.m. and 6 p.m.
- 4.2.** "Operator" means an employee engaged on shifts or days in the operation and maintenance of the Biaxially Oriented Polypropylene film lines and ancillary functions.

- 4.3.** "Casual" means an employee engaged and paid as such.
- 4.4.** "12 Hour Continuous Shift Worker" means an employee whose ordinary working hours are defined in clause 25.1(a) of this agreement and includes Sundays and holidays as ordinary working days on which they may be rostered.
- 4.4.1.** For 12 Hour Continuous Shift Workers "Day work" means starting at 6.40 a.m. and finishing at 6.40 p.m.
- 4.4.2.** For 12 Hour Continuous Shift Workers "Night shift" means starting at 6.40 p.m. and finishing at 6.40 a.m.
- 4.5.** 8-Hour Rotating Shift-Workers will rotate through a day shift, afternoon shift and night shift over a three-week period.
- 4.5.1.** "8 hour shift worker" means an employee whose ordinary working hours are defined in clause 25.1(b) of this agreement and carries out work on consecutive shifts throughout the 24 hours of five days of the week between the hours of 11.00pm Sunday and 7.00am on Saturday without interruption except during breakdowns or meal periods or due to unavoidable causes beyond the control of the employee.
- 4.5.2.** For 8 hour shift workers afternoon shift means any shift finishing after 8.00pm and at or before midnight.
- 4.5.3.** For 8 hour shift workers night shift means any shift finishing after midnight and at or before 8.00am.
- 4.6.** The "day of work" means the day on which the night shift commences and is deemed to be that for the whole shift
- 4.7.** FWC means the Fair Work Commission.
- 4.8.** NES means the National Employment Standard.

## **5. COMMENCEMENT DATE OF AGREEMENT AND PERIOD OF OPERATION**

This Agreement shall operate on and from the first pay period to commence following FWC approval commencement date and shall remain in force until **30<sup>th</sup> June 2027**.

## **6. COVERAGE OF AGREEMENT**

**6.1.** Subject to clause 5 - Period of Operation, this Agreement shall apply to all persons carrying out the duties included in the classifications contained in clause 18 of the agreement, and:

**6.1.1.** who perform work in or in connection with the manufacture of plastic film;  
and

**6.1.2.** are employed by the employer at 11 Moloney Drive, Wodonga, 3690, or at any other location this work may be performed.

## **7. PARTIES BOUND / COVERED**

This agreement shall be binding on and or cover the following:

**7.1.** Taghleef Industries Pty Ltd (the employer); and

**7.2.** The United Workers Union and

**7.3.** All employees of Taghleef Industries Pty. Ltd., 11 Moloney Drive Wodonga 3690, employed in the classifications in clause 18.

## **8. RELATIONSHIP WITH OTHER AWARDS**

**8.1 RELATIONSHIP TO THE MANUFACTURING AND ASSOCIATED INDUSTRIES AND OCCUPATIONS AWARD 2020**

This agreement is underpinned by the terms and conditions of the Manufacturing and Associated Industries and Occupations Award 2020, which will apply in conjunction

with this agreement except where more favourable conditions are provided within the EBA.

## 9. SAVINGS PROVISION

No employee shall suffer any loss of pay or reduction in conditions of employment as a consequence of the making of this agreement, except where specifically provided for by this agreement.

## 10. FLEXIBILITY

- (1) At an employee's or employer's request, the employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement in the following circumstance:

Clause 22.7 Flexible Work Arrangements

- (2) The arrangement must be genuinely agreed to by the employer and employee.
- (3) The arrangement must only be used to promote the genuine needs of an employee and the Employer. The Employer must ensure that the arrangement does not disadvantage or discriminate against the employee, or other employees or a group of employees, whether directly or indirectly. Further, the Employer must ensure that the arrangement results in the employee being better off overall than the employee would have been in were no arrangement agreed to.
- (4) Arrangements may only be made with existing employees and may not be made a condition of engagement.
- (5) The employer must ensure that the terms of the individual flexibility arrangement:
  - (a) Are about permitted matters under section 172 of the *Fair Work Act 2009*; and
  - (b) Are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
  - (c) Result in the employee being better off overall than the employee would be if no arrangement was made.
- (6) The employer must ensure that the individual flexibility arrangement:
  - (a) Is in writing; and
  - (b) Includes the name of the employer and employee; and



- (c) Is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
  - (d) Includes details of:
    - (i) The terms of the enterprise agreement that will be varied by the arrangement; and
    - (ii) How the arrangement 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 his or her employment as a result of the arrangement; and
  - (e) States the day on which the arrangement commences.
- (7) With the employee's agreement the employer will notify the Union Delegate about the arrangement.
- (8) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (10) The employer or employee may terminate the individual flexibility arrangement:
- (a) By giving 14 days written notice to the other party to the arrangement; or
  - (b) If the employer and employee agree in writing — at any time.

## **PART 2 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION**

### **11. CONSULTATIVE MECHANISMS AND PROCEDURES IN THE WORKPLACE**

**11.1.** A site consultative committee comprising employer, employees and on-site delegates, shall be established. Measures raised by the employer, employees or Union for consideration consistent with the objectives of this agreement as stated in clause 3.2 shall be processed through that consultative mechanism and procedures.

### **12. INTRODUCTION OF MAJOR CHANGE IN THE WORKPLACE**

#### **12.1. EMPLOYER'S DUTY TO NOTIFY**

**12.1.1.** Where the employer has made a definite decision to introduce major changes in production, programme, organisation, structure of technology

that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and their Union and any employee representative.

**12.1.2.** "Significant effects" include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs. Provided that where the agreement makes provision for alteration or any of the matters referred to hereof an alteration shall be deemed not to have significant effect.

## **12.2. EMPLOYER'S DUTY TO DISCUSS CHANGE**

**12.2.1.** The employer shall discuss with the employees affected and the union (and any employee representative), inter alia, the introduction of the changes referred to in subclause 12.1 hereof, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees and/or their union in relation to the changes.

**12.2.2.** The discussions shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in subclause 12.1 hereof.

**12.2.3.** For the purposes of such discussion, the employer shall provide in writing to the employees concerned and their Union, all relevant information about the changes including the nature of the changes proposed; the expected effects of the changes on employees and any other matters likely to affect employees provided that any employer shall not be required to disclose confidential information, the disclosure of which would be inimical to the employer's interests.

## **12.3. Consultation about changes to the rosters or hour of work.**

- (a) Where the employer proposes to change an employee's regular roster or ordinary hours of work, the employer must consult with the employee or employees affected and their representatives, if any, about the proposed change.
- (b) The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.
- (c) These provisions are to be read in conjunction with other award provisions concerning the scheduling of work and notice requirements.

### **13. PROCEDURES FOR THE AVOIDANCE OF INDUSTRIAL DISPUTES**

- 13.1.** A party to the dispute (including any dispute regarding any aspect of the National Employment Standards) may appoint another person, a union or organisation (“representative”) to represent them in relation to a dispute. By way of example a representative may include a union delegate, union official or other employee/employer representative.
- (a) A representative who is an employee may interview the employee(s) concerned and the supervisor. The Representative shall have reasonable access to resources (including photocopier, telephone, fax and notice board) to perform their role.
  - b) Any employee involved in the dispute procedure steps shall be released on paid time.
- 13.2.** Where an employee(s) has a request or complaint concerning any matter directly connected with employment or job conditions, the matter will first be discussed between the employee(s), the relevant supervisor and any representative.
- 13.3.** If the matter is still not settled it will be discussed between the employee(s), a more senior representative of management and any representative.
- 13.4.** If the matter is not settled it will be discussed between the employee(s), the appropriate executive of the employer and any representative.
- 13.5.** If the matter is not settled in accordance with subclause 13.4 the parties may seek the assistance of FWC to conciliate, and as a last resort to arbitrate a resolution to the issue in dispute.
- 13.6.** Where the above procedures are followed work shall continue normally. No party shall be prejudiced as to the final settlement by the continuance of work in accordance with this subclause.
- 13.7.** This clause shall not apply to any dispute as to a bona fide safety issue.
- 13.8.** If arbitration is necessary, the parties agree that the FWC shall have the power to do all such things as are necessary for the just resolution or determination of the matter in dispute. This includes the exercising of procedural powers in relation to directions, hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective.

**13.9.** The decision of the FWC will bind the parties, subject to either party exercising a right of appeal (under the relevant provisions of the Fair Work Act) against the decision to a Full Bench or other relevant body.

### **PART 3 – EMPLOYER AND EMPLOYEE DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS**

#### **14. CONTRACT OF EMPLOYMENT**

**14.1.** Except as hereinafter provided, employment shall be full-time or part-time. An employee not specifically engaged as a casual employee shall be deemed to be employed as a permanent employee.

**14.2.** For the first six months of employment an employee shall be deemed to be a probationary employee.

**14.2.1.** An employee shall perform such work as the company shall from time to time require, including housekeeping duties.

**14.2.2.** Taghleef Industries Pty. Ltd recognises that a world class Organisation is a clean Organisation and is thus a safe one. Housekeeping is considered part of the job and is treated with a high level of importance.

**14.2.3.** The commitment of employees covered by this agreement to housekeeping includes:

- (a) Employees will keep their work stations clean and tidy.
- (b) Machine start up and shut down checklists that include housekeeping items will be used.
- (c) Hand over check sheets will be used to ensure that work areas are kept tidy from one shift to another.
- (d) Employees will participate in auditing and improving the level of housekeeping on site.

**14.3.** An employee not attending for duty shall, except as provided elsewhere in this agreement, lose his pay for the actual time of such non-attendance, at the averaged pay rate.

**14.4.** An employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this award provided that such duties as a whole do not promote deskilling.

- 14.5.** An employer 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 adequately trained and competent in the use of such tools and equipment.
- 14.6.** Any direction issued by an employer pursuant to subclauses 14.4 and 14.5 hereof shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

## **15. CASUAL EMPLOYMENT**

- 15.1.** Casual employees will be paid as follows

From 1 July 2015

Casual Level 1	As per *Manufacturing Award C11 (Base Rate)
Casual Level 2	As per Manufacturing *Award C10 (Base Rate)
Casual Level 3	As per clause 18.1 (Base Rate)
Casual Level 4	As per clause 18.1 (Base Rate)

\*Manufacturing and Associated Industries and Occupations Award 2010

Casual Loading (25%) and Penalty Rates will apply as applicable.

If it directly employs a casual employee who falls within the classification of either Level 1 or Level 2, the Company undertakes to increase the hourly rates of pay as contained within this clause of the Agreement by \$0.02 cents per hour. For the avoidance of doubt, nothing in this clause can be read in such a way as to increase the rate of pay to be paid to casual operators engaged through third parties in accordance with clause 15.2 of the Agreement

- 15.2** To allay any concerns of employees regarding the employer's engagement of casual operators through third parties, the employer agrees that it will not engage such casual operators to perform work that would otherwise be performed by casual employees under this agreement at rates lower than the rates contained in clause 15.1 above.

## **16. REDUNDANCY**

- 16.1.** Parties to this agreement recognise the importance of retaining skills. The geographical location and the small number of skilled employees means that

Taghleef Industries has the right to protect its skill base to ensure the ongoing viability of the business.

## **16.2. DISCUSSIONS BEFORE TERMINATION**

**16.2.1.** Where the employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone and this is not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment, the employer shall hold discussions with the employees directly affected and their Union.

**16.2.2.** The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provisions of paragraph 12.1 hereof and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations on the employees concerned.

**16.2.3.** For the purposes of the discussion the employer shall, as soon as practicable, provide in writing to the employees concerned and their Union, all relevant information about the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information, the disclosure of which would be inimical to the employer's interests.

## **16.3. SELECTION OF EMPLOYEES**

**16.3.1.** In the first instance the employer will request volunteers; Taghleef Industries has the right to safeguard the interest of the company by selecting/rejecting volunteers on the basis of skill protection, capability and performance. In the event that there are not enough volunteers, employees will be retrenched after being assessed according to the criteria of skill protection, capability and performance.

## **16.4. DEFINITIONS**

16.4.1 "Weeks Pay" means half the fortnightly pay prescribed in clause 18.1 of this Agreement.

## **16.5. NOTICE PERIOD**

**16.5.1.** All employees who are made redundant shall be paid out their notice period according to the following scale:

1 year or less	1 weeks pay
Over 1 year and up to the completion of 3 years	2 weeks pay
Over 3 years and up to the completion of 5 years	3 weeks pay
Over 5 years	4 weeks pay

Employees over the age of 45 years with 2 years continuous service shall be entitled to an additional 1 weeks pay for notice.

**16.5.2.** An employee whom leaves after receiving notice because of obtaining alternative employment shall still receive a pay out of notice pursuant to this sub-clause.

## **16.6. SEVERANCE PAY**

**16.6.1.** All retrenched employees shall receive four (4) weeks pay for each year of completed service and pro-rata for part years of service. In the case of volunteers then the maximum payment for severance pay is 36 weeks.

## **16.7. ANNUAL LEAVE**

**16.7.1.** All accumulated annual leave and leave loading shall be paid out on termination.

## **16.8. LONG SERVICE LEAVE**

**16.8.1.** All unused long service leave entitlements shall be paid out on termination.

## **16.9. TIME OFF DURING NOTICE PERIOD**

**16.9.1.** During the period of notice of termination given by the employer, an employee shall be allowed up to one day's time-off without loss of pay during each week of notice for the purpose of seeking other employment.

**16.9.2.** If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive

payment for the time absent. For this purpose a statutory declaration will be sufficient.

#### **16.10. TRANSMISSION OF BUSINESS**

**16.10.1.** Where this business is, before or after the date of this agreement, transmitted from the employer (in this subclause called "the transmitter") to another employer (in this subclause called "the transferee") and an employee who at the time of such transmission was an employee of the transmitter in that business becomes an employee of the transferee:

- (a) The continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
- (b) The period of employment which the employee has had with the transmitter or any prior transmitter shall be deemed to be service of the employee with the transferee.

**16.10.2.** In this subclause, "business" includes trade, process, business or occupation and includes part of any such business and "transmission" includes transfer, conveyance, assignment or succession, whether by agreement or by operation of law, and "transmitted" has a corresponding meaning.

#### **16.11. ASSISTANCE TO RETRENCHED EMPLOYEES**

**16.11.1.** The employer will provide general assistance to retrenched employees in finding alternative employment. Assistance will involve, but will not be limited to, the provision of written reference and consultation on job seeking techniques.

**16.11.2.** Employees over the age of 45 will be entitled to \$1,000 of outplacement services by the provider nominated by Taghleef Industries Pty Ltd.

#### **16.12. PREFERENCE OF RE-EMPLOYMENT**

**16.12.1.** Should the employer seek to employ people within 12 months of any redundancy program, the employer will write to relevant retrenched employees advising of job opportunities for which they may be suitable at Taghleef Industries and will invite them to attend an interview for that positions the company is seeking to fill.



## 17. TERMINATION OF EMPLOYMENT

**17.1.** In order to terminate the employment of an employee, the employer shall give to the employee the following notice:

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

**17.2.** In addition to the notice in paragraph 17.1 hereof, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, shall be entitled to an additional week's notice.

**17.3.** Payment in lieu of notice shall 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.

**17.4.** For the purposes of this subclause, notice given at or before the commencement of any shift shall commence to run from the beginning of such shift and notice given after the commencement of a shift shall not begin to run until the commencement of the next succeeding shift.

**17.5.** Clause deleted

**17.6.** Provided that where an employee and employer agree, the employee may be released prior to the expiry of the notice period with payment of wages to the date of termination only.

**17.7.** Where an employer has given notice, an employee other than a casual employee, on request, shall be granted leave of absence without loss of pay for one day in order to look for alternative employment.

**17.8.** The period of notice subclause 17.1 hereof shall not apply in the case of casual employees, or employees engaged for a specific period of time or for a specific task or tasks.

- 17.9.** Notice of termination required to be given by an employee shall be the same as that required of an employer, save and except that there shall be no additional notice based on the age of the employee concerned.
- 17.10.** This clause shall not affect the right of the company to deduct payment for any day or part thereof during which the employee cannot be usefully employed because of any strike or through any breakdown of machinery or due to any cause for which the company cannot be held responsible.
- 17.11.** This clause shall not affect the right of the company to dismiss an employee without notice for conduct that justifies instant dismissal, and in such cases the wages shall be payable up to the time of dismissal only.

**PART 4 - WAGES AND RELATED MATTERS**

**18. CLASSIFICATIONS AND WAGE RATES**

**18.1. EMPLOYEE CLASSIFICATION**

Employees will be classified by the company by a classification set out in the table hereunder and paid the accompanying rate.

**12 HOUR SHIFT WORKERS from 1<sup>st</sup> July 2024**

CLASSIFICATION	ANNUALISED PAY	FORTNIGHTLY PAY	HOURLY RATE	OVERTIME RATE (BASE RATE)
Level 1 (Award C11)	TBA – As per Manufacturing award rates			
Level 2 (Award C10)	TBA – As per Manufacturing award rates			
Level 3	91,371.28	3,514.28	41.8367	29.1740
Level 4	100,914.32	3,881.32	46.2062	32.2215

**12 HOUR SHIFT WORKERS from 1<sup>st</sup> July 2025**

CLASSIFICATION	ANNUALISED PAY	FORTNIGHTLY PAY	HOURLY RATE	OVERTIME RATE (BASE RATE)
Level 1 (Award C11)	TBA – As per Manufacturing award rates			
Level 2 (Award C10)	TBA – As per Manufacturing award rates			
Level 3	94,569.27	3,637.28	43.3010	30.1951
Level 4	104,446.32	4,017.17	47.8234	33.3492

**12 HOUR SHIFT WORKERS from 1<sup>st</sup> July 2026**

CLASSIFICATION	ANNUALISED PAY	FORTNIGHTLY PAY	HOURLY RATE	OVERTIME RATE (BASE RATE)
Level 1 (Award C11)	TBA – As per award rates			
Level 2 (Award C10)	TBA – As per award rates			
Level 3	86,134.00	3,312.85	39.4386	27.5019
Level 4	95,130.00	3,658.85	43.5577	30.3747
Level 3	97,879.20	3,764.59	44.8165	31.2519
Level 4	108,101.94	4,157.77	49.4972	34.5165

**12 HOUR SHIFT WORKERS from 1<sup>st</sup> July 2023**

**8 HOUR ROTATING SHIFT WORKERS 1<sup>st</sup> July 2024**

CLASSIFICATION	ANNUALISED PAY	FORTNIGHTLY PAY	HOURLY RATE	OVERTIME RATE (BASE RATE)
Level 1 (Award C11)	TBA – As per award rates			
Level 2 (Award C10)	TBA – As per award rates			
Level 3	69,513.60	2,673.60	33.4200	29.1740
Level 4	76,768.64	2,952.64	36.9080	32.2215

**8 HOUR ROTATING SHIFT WORKERS from 1<sup>st</sup> July 2025**

CLASSIFICATION	ANNUALISED PAY	FORTNIGHTLY PAY	HOURLY RATE	OVERTIME RATE (BASE RATE)
Level 1 (Award C11)	TBA – As per award rates			
Level 2 (Award C10)	TBA – As per award rates			
Level 3	71,946.58	2,767.18	34.5897	30.1951
Level 4	79,455.54	3,055.99	38.1998	33.3492

**8 HOUR ROTATING SHIFT WORKERS from 1<sup>st</sup> July 2026**

CLASSIFICATION	ANNUALISED PAY	FORTNIGHTLY PAY	HOURLY RATE	OVERTIME RATE (BASE RATE)
Level 1 (Award C11)	TBA – As per Manufacturing award rates			

TAGHLEEF INDUSTRIES PTY LTD AND UNITED WORKERS UNION  
ENTERPRISE AGREEMENT 2024 - 2027

Level 2 (Award C10)	TBA – As per Manufacturing award rates			
Level 3	74,464.71	2,864.03	35.8003	31.2519
Level 4	82,236.49	3,162.95	39.5368	34.5165

**8 HOUR ROTATING SHIFT WORKERS from 1<sup>st</sup> July 2027**

**8 HOUR DAY WORKERS from 1<sup>st</sup> July 2024**

CLASSIFICATION	ANNUALISED PAY	FORTNIGHTLY PAY	HOURLY RATE	OVERTIME RATE (BASE RATE)
Level 1 (Award C11)	TBA – As per Manufacturing award rates			
Level 2 (Award C10)	TBA – As per Manufacturing award rates			
Level 3	64,156.56	2,467.56	30.8445	29.1740
Level 4	70,859.36	2,725.36	34.0670	32.2215

**8 HOUR DAY WORKERS from 1<sup>st</sup> July 2025**

CLASSIFICATION	ANNUALISED	FORTNIGHTLY	HOURLY RATE	OVERTIME RATE (BASE RATE)
Level 1 (Award C11)	TBA – As per Manufacturing award rates			
Level 2 (Award C10)	TBA – As per Manufacturing award rates			
Level 3	66,402.04	2,553.92	31.9241	30.1951
Level 4	73,339.44	2,820.75	35.2593	33.3492

**8 HOUR DAY WORKERS from 1<sup>st</sup> July 2026**

CLASSIFICATION	ANNUALISED	FORTNIGHTLY	HOURLY RATE	OVERTIME RATE (BASE RATE)
Level 1 (Award C11)	TBA – As per Manufacturing award rates			
Level 2 (Award C10)	TBA – As per Manufacturing award rates			
Level 3	68,726.11	2,643.31	33.0414	31.2519
Level 4	75,906.32	2,919.48	36.4934	34.5165

**8 HOUR DAY WORKERS from 1<sup>st</sup> July 2027**

**DAY WAREHOUSE WORKERS from 1<sup>st</sup> July 2024**

CLASSIFICATION	ANNUALISED PAY	FORTNIGHTLY PAY	HOURLY RATE	OVERTIME RATE (BASE RATE)
Trainee	54,295.28	2,088.28	26.1035	24.6751
Level 1	56,617.60	2,177.60	27.2200	25.7348
Level 2	59,025.20	2,270.20	28.3775	26.8313
Level 3	61,861.28	2,379.28	29.7410	28.1228
Level 4	64,197.12	2,469.12	30.8640	29.1869

**DAY WAREHOUSE WORKERS from 1<sup>st</sup> July 2025**

CLASSIFICATION	ANNUALISED PAY	FORTNIGHTLY PAY	HOURLY RATE	OVERTIME RATE (BASE RATE)
Trainee	56,195.61	2,161.37	27.0171	25.5388
Level 1	58,599.22	2,253.82	28.1727	26.6355
Level 2	61,091.08	2,349.65	29.3708	27.7704
Level 3	64,026.42	2,462.56	30.7819	29.1071
Level 4	66,444.02	2,555.54	31.9442	30.2084

**DAY WAREHOUSE WORKERS from 1<sup>st</sup> July 2026**

TAGHLEEF INDUSTRIES PTY LTD AND UNITED WORKERS UNION  
ENTERPRISE AGREEMENT 2024 - 2027

---

CLASSIFICATION	ANNUALISED PAY	FORTNIGHTLY PAY	HOURLY RATE	OVERTIME RATE (BASE RATE)
Trainee	58,162.46	2,237.02	27.9627	26.4326
Level 1	60,650.19	2,332.70	29.1588	27.5678
Level 2	63,229.27	2,431.89	30.3987	28.7423
Level 3	66,267.35	2,548.75	31.8593	30.1259
Level 4	68,769.56	2,644.98	33.0623	31.2657

**DAY WAREHOUSE WORKERS from 1<sup>st</sup> July 2027**

\*\* The Day Operator – Material Handling position is limited to a maximum of one position within Taghleef Industries Pty. Ltd. Should this position become permanently vacant, replacement of the position will be paid at the Day Warehouse Operator Level 4 pay rate. The requirement for temporary replacement due to temporary absence will be based on operational needs.

**18.1.1.** The classification structure for employees paid as per the operator classifications contained in table 18.1 appears in Appendix C of this Agreement. Each level within the classification structure is competency based

**18.2. WAGE INCREASES**

**18.2.1.** Wage rates shown in Clause 18.1, effective first full pay period after commencement date in accordance with clause 5.

**18.3. SIGN-ON PAYMENT.**

A pre-tax sign-on payment of \$450.00 will be paid to all Taghleef employees covered by this agreement. This payment will be made on the first full pay period after this agreement has been approved by the FWC.

## **19. PAYMENT OF WAGES**

- 19.1.** All wages shall be paid fortnightly by credit transfer to a personal bank account or financial institution no later than Thursday of the appropriate week. This day may be altered with not less than two weeks' notice.
- 19.2.** Provided that if a holiday (pursuant to clause 35 of this agreement) falls on a Monday, Tuesday or Wednesday of a pay week, wages may be paid on the Friday.
- 19.3.** Upon termination of employment, wages due to an employee shall be paid on the day of such termination or be available for collection on the next working day.
- 19.4.** On or prior to pay day, employees shall be provided with a statement showing pay details in accordance with the Fair Work Act and will include:-
- 19.4.1.** Gross wages;
  - 19.4.2.** Overtime pay;
  - 19.4.3.** Special allowances and payments;
  - 19.4.4.** Tax;
  - 19.4.5.** Total deductions; and
  - 19.4.6.** Net pay.
- 19.5.** Notwithstanding anything elsewhere contained in this agreement the company may select and utilise for time keeping purposes any fractional or decimal proportion of an hour (not exceeding a quarter of an hour) and may apply such proportion in the calculation of the working time of an employee who without reasonable cause promptly communicated to the company, reports for duty after his appointed reporting time or ceases duty before his appointed finishing time. The same formula shall apply for calculation of overtime.

## 20. ALLOWANCES

### 20.1. 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 a weekly allowance of:

1 July 2024	\$20.54 per week
1 July 2025	TBA – As per award rates
1 July 2026	TBA – As per award rates

Unless otherwise agreed, Taghleef Industries will endeavour to have at least two employees on each shift with the appropriate first aid qualifications and both employees will be paid the first aid allowance. If there is agreement on any shift to have more than two employees holding first aid certificates per shift, then twice the value of the allowance will be shared equally between the relevant employees.

### 20.2. SENIOR LEADING HAND ALLOWANCE

An allowance per shift will be paid for one (1) Senior Leading Hand per shift. The Senior Leading Hand will perform the role of acting Team Leader in the absence of the Team Leader, with those additional responsibilities incorporated into the Senior Leading Hand Allowance. The rate will be:

1 July 2023	\$31.43
1 July 2024	\$32.69
1 July 2025	\$33.83
1 July 2026	\$35.02

### 20.3. WAREHOUSE SUPERVISOR ALLOWANCE

A fortnightly allowance shall be paid to a company appointed employee to perform the role of Warehouse Supervisor. This position is limited to a maximum of one (1) position within Taghleef Industries. In the event that the Warehouse Supervisor is absent, an employee may be appointed to the role of Acting Warehouse Supervisor and shall be paid a daily allowance for each day they are required to perform the duties of Acting Warehouse Supervisor.

1 July 2024 the warehouse supervisor allowance of \$82.44 per fortnight and an acting warehouse supervisor of \$8.25 per day.

1 July 2024 the warehouse supervisor allowance of \$85.74 per fortnight and an acting warehouse supervisor of \$8.58 per day.

1 July 2025 the warehouse supervisor allowance of \$88.74 per fortnight and an acting warehouse supervisor of \$8.88 per day.

1 July 2026 the warehouse supervisor allowance of \$91.84 per fortnight and an acting warehouse supervisor of \$9.19 per day.

#### **20.4. SHIFT WORK ALLOWANCE**

**20.4.1.** Shift work allowances are incorporated into the annualised salary system.

#### **20.5. MEAL ALLOWANCE**

**20.5.1.** Meal allowance has been incorporated into the annualised salary system.

**20.6.** For 8 hour shift workers all Allowances applicable under this agreement are incorporated into the annualised salary rates defined in clause 18 of this Agreement.

### **21. SUPERANNUATION**

#### **21.1. CONTRIBUTIONS**

**21.1.1.** Taghleef Industries shall on behalf of each employee, contribute to a superannuation fund which complies with the Act and Regulations, a superannuation. Superannuation contributions under this agreement will be made in accordance with the rates and conditions prescribed by the applicable government legislation, including any future amendments to the Superannuation Guarantee rate or other relevant regulations.

(a) The benefits offered by the fund selected in accordance with subclause 21.2 hereof and of which the employee is a member, may be improved such that the improvements are equivalent to the value of contributions required to be made by paragraph 21.1.1 hereof and are in accordance with the Act and Regulations.

**21.1.2.** The contributions required herein shall be made to the relevant fund selected in accordance with subclause 21.2 hereof in the manner and the times specified by the terms of the fund or any agreement between the employer and the trustees of the fund.



## 21.2. SUPERANNUATION FUND

**21.2.1.** The employer shall make the superannuation contributions or improvements pursuant to this agreement to any of the following funds selected by the employer, provided that such fund complies with the Act and Regulations:

(a) Australian Super (the default fund) provided that the fund offers a MySuper product; or

(b) Any other fund nominated by the employee

**21.2.2.** Provided further that an employer shall not be compelled to contribute to more than one fund in respect of employees covered by this agreement.

## 21.3. FUND MEMBERSHIP

**21.3.1.** The employer shall make the employee aware of his/her entitlements under this agreement and offer the employee the opportunity to become a member of the appropriate fund in accordance with subclause 21.2 hereof. An employee shall be required to properly complete the necessary application forms to become a member of the appropriate fund in order to be entitled to the contributions prescribed in subclause 21.1 hereof.

**21.3.2.**

## 21.4. SALARY SACRIFICE FOR SUPERANNUATION

**21.4.1.** An employee may make an agreement with the Employer to participate in a salary sacrifice program in relation to superannuation contributions. The program is voluntary.

**21.4.2.** The employee must specify an amount of the employees annualised salary as defined in 18.1 by which his or her salary is to be reduced (**the salary sacrifice**).

**21.4.3.** The salary sacrifice will be deducted from the employee's fortnightly payroll and is contributed by the Employer to the fund on a monthly basis.

**21.4.4.** The Employer will continue to calculate the contributions required by 18.1 – Employer Contributions on the basis of the employee's annualised salary before the salary sacrifice is deducted.

**21.4.5.** After taking into account the salary sacrifice, an employee shall not receive less than the wage rate specified in this Agreement.

**21.4.6.** Salary sacrifice deductions will be made during a period of paid leave and the employee will receive the rate of pay specified under this Agreement less the salary sacrifice deduction.

**21.4.7.** Calculation of salary for the purpose of overtime, leave accruals and other payments due on termination of employment shall be calculated on a rate of pay which includes the salary sacrifice contributions i.e. as if the salary sacrifice contributions had not been deducted from the salary.

**21.4.8.** The employee may revoke the salary sacrifice agreement at any time or vary the amount to be deducted at three monthly intervals. A legitimate salary sacrifice cannot be made retrospectively for wages which have already been earned.

**21.4.9.** The Employer may change benefits under the program if required to do so by changes to legislation.

## **21.5. ABSENCE FROM WORK**

### **21.5.1. Paid leave**

Contributions shall continue whilst a member of a fund is absent on paid leave such as annual leave, long service leave, public holidays, jury service, sick leave and bereavement leave.

### **21.5.2. UNPAID LEAVE**

Contributions shall not be required to be made in respect of absence from work without pay.

### **21.5.3. WORK RELATED INJURY AND SICKNESS**

In the event of an eligible employee's absence from work due to work related injury or sickness, contributions shall continue for the period of the absence (subject to a maximum of 52 weeks total absence for each injury or sickness) provided that the member of the fund (employee) is receiving payments in accordance with the provisions of an award or an industrial agreement with accident pay.

**PART 5 – HOURS OF WORK, BREAKS, OVERTIME, SHIFTWORK, WEEKEND WORK.**

**22. HOURS OF WORK – DAY WORKERS**

**22.1. (a) Day Operators**

**(a).1a Compensation for working a 40 Hour Week**

On 1 July 2004 compensation for working a 40 hour week will be incorporated into the Annual Pay rates contained in clause 18.1 for the classifications of Day Operators. As such, employees paid according to these classifications:

- Will work 40 hours per week (38 ordinary time and 2 hours overtime which will be incorporated into the Annualised Pay rates contained in clause 18.1.
- Will be paid overtime for all hours worked in excess of 40 hours per week or hours worked in excess of 8 hours on a rostered shift.
- Will not be entitled to a rostered day off per month.
- Will accrue annual leave according to clause 28.1.1.

(a).1b Subject to the exceptions hereinafter provided, the ordinary hours of work for employees classified as Day Operator shall be an average of 40 per week to be worked on one of the following bases:

(a).1b.1 40 hours within a period not exceeding 7 consecutive days; or

(a).1b.2 80 hours within a period not exceeding 14 consecutive days; or

(a).1b.3 120 hours within a period not exceeding 21 consecutive days; or

(a).1b.4 160 hours within a period not exceeding 28 consecutive days.

**22.2.** The ordinary hours of work prescribed herein may be worked on any day or all of the days of the week.

**22.3.** The ordinary hours of work prescribed herein shall be worked continuously, except for meal breaks, as as per clause 4.1. Provided that the spread of hours may be altered by mutual agreement between the company and a majority of employees in the plant or section or sections concerned.

The company shall give one week's notice of change except in the case of an emergency.

Provided further work done prior to the spread of hours fixed in accordance with this clause for which overtime rates are payable on a regular basis shall be deemed for the purposes of this clause to be part of the ordinary hours of work.

**22.4.** The ordinary hours of work prescribed herein shall not exceed 12 hours on any day. Provided that in any arrangement of ordinary working hours where the ordinary working hours are to exceed eight on any day, the arrangement of hours shall be subject to the agreement of the company and a 75% majority of employees in the plant or section or sections concerned.

**22.5.** The ordinary starting or finishing times of an employee shall not be changed during the currency of a working week unless overtime is paid, except in the case of emergency circumstances beyond the control of the employer.

**22.6.** DAYLIGHT SAVINGS – All employees

**22.6.1.** Notwithstanding anything contained elsewhere in this agreement, in any area where by reason of the legislation of a State, summer time is prescribed as being in advance of the standard time of that State, the length of any shift:

- (a) commencing before the time prescribed by the relevant legislation for the commencement of a summer time period; and
- (b) commencing on or before the time prescribed by such legislation for the termination of a summer time period; 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 thereof, the time of the clock in each case to be set to the time fixed pursuant to the relevant State legislation.

**22.7.** Flexible Work Arrangements

As per the NES “Requests for flexible working arrangements” a copy of which will be placed on notice boards with copy of this agreement.

Any flexible working arrangement agreed under this subclause must be dealt with in accordance with the flexibility clause in this Agreement.

## **23. BREAKS (MEAL AND REST)**

### **23.1. Day Workers.**

- (a) A Day Operator is entitled to have a meal period of at least 30 minutes and the rest period of 10 minutes as defined in sub-clause 23.2 and this will be treated as time worked. These breaks are inclusive of time needed to travel to the canteen, or purchase food from the on-site lunch van. Each break will be staggered and coordinated by the supervisor, depending on the production priorities. Since the meal breaks are paid, employees will support back up and operations, but they will be allowed compensatory time to ensure that each employee receives their full break. For each 30 minutes break, there shall be an uninterrupted period of at least 15 minutes.

### **23.2. REST PERIOD**

All employees are entitled to a rest period of ten minutes, which will be treated as time worked.

### **23.3. 12 Hour Continuous Shift Workers**

12-Hour shift workers shall have 60 minutes of meal breaks in addition to the rest period prescribed in sub-clause 23.2, which will be treated as time worked. The shift can take time in one of two ways:

#### Option 1

##### Day Shift

- \* 15 minutes morning tea break, between 8.30am - 10 am.
- \* 30 minutes lunch break, between 11.30 am - 1.30 pm.
- \* 15 minutes afternoon tea break, between 3.30 pm - 5.00 pm.

##### Night Shift

- \* 15 minutes morning tea break, between 8.30pm - 10 pm.
- \* 30 minutes lunch break, between 11.30 pm - 1.30 am.
- \* 15 minutes afternoon tea break, between 3.30 am - 5.00 am.

#### Option 2

##### Day Shift

- \* 30 minutes morning break, between 11.30 am - 1.30 pm.
- \* 30 minutes afternoon break between 3.00 pm - 5.00 pm.

##### Night Shift

- \* 30 minutes morning break, between 11.30 pm - 1.30 am.
- \* 30 minutes afternoon break between 3.00 am - 5.00 am.

These breaks are inclusive of time needed to travel to the canteen, or purchase food from the onsite lunch van.

Meal breaks will be staggered and coordinated by the supervisor, depending on the production priorities. Since the meal breaks are paid, employees will support back-up, but they will be allowed compensatory time to ensure that each employee receives their full break. For each 30 minute meal break, there shall be an uninterrupted period of at least 15 minutes.

- 23.4.** An 8 hour shift worker is entitled to have a meal period of at least 30 minutes and rest period of 10 minutes as defined in sub-clause 23.2 and this will be treated as time worked. These breaks are inclusive of time needed to travel to the canteen, or purchase food from the on-site lunch van. Each break will be staggered and coordinated by the supervisor, depending on the production priorities. Since the meal breaks are paid, employees will support back up and operations, but they will be allowed compensatory time to ensure that each employee receives their full break. For each 30 minutes break, there shall be an uninterrupted period of at least 15 minutes.

## **24. OVERTIME**

### **24.1. OVERTIME PAYMENT RATES**

For all work done outside ordinary hours, the rate of pay shall be double the Overtime Hour Rate contained in sub-clause 18.1.

For all time worked on a public holiday, a Day Worker and 8 Hour Shift Worker shall be paid at the rate of double time and a half of the Overtime Hour Rate contained in sub-clause 18.1.

### **24.2. REQUIREMENTS TO WORK REASONABLE OVERTIME**

The company may require any employee to work reasonable overtime at overtime rates and such employees shall work overtime in accordance with the NES requirements.

### **24.3. REST PERIOD AFTER OVERTIME**

When overtime work is necessary it shall wherever reasonably practicable, be so arranged that employees have at least 10 consecutive hours off duty between the work of successive days. An employee (other than a casual employee) who works so much overtime between the termination of his ordinary

work on one day and the commencement of his ordinary work on the next day that he has not had at least 10 consecutive hours off duty between those times shall, subject to this subclause, be released after completion of such overtime until he has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If on the instruction of the company such employee resumes or continues work without having had such 10 consecutive hours off duty he shall be paid at double time until he is released from duty for such period and he shall then be entitled to be absent until he has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

The provisions of this subclause shall apply in the case of 8 Hour Shift Workers and 12 Hour Continuous Shift Workers as if eight hours were substituted for 10 hours when overtime is worked:

**24.3.1.** for the purpose of changing shift rosters; or

**24.3.2.** where a 8 Hour Shift Worker or 12 Hour Continuous Shift Worker does not report for duty and an employee is required to replace such shift worker; or

**24.3.3.** Where a shift is worked by arrangement between the employees themselves.

#### **24.4. 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 appropriate rate except where such overtime is continuous with overtime commenced on the day previous or continuous with ordinary hours.

#### **24.5. CRIB TIME**

An employee working overtime shall be allowed a crib time of 20 minutes without deduction of pay after each four hours of overtime worked if the employee continues work after such crib time.

Provided that where a day worker is required to work overtime on a Saturday or on a rostered day off the first prescribed crib time shall if occurring between 10.00 a.m. and 1.00 p.m. be paid at ordinary rates.

Provided that where a shift worker is required to work on a rostered day off he will take the normal shift crib times.

Unless the period of overtime is less than one and a half hours an employee before starting overtime after working ordinary hours shall be allowed a meal break of 20 minutes which shall be paid for at ordinary rates. The company and the employee may agree to any variation of this provision to meet the

circumstances of the work in hand provided that the company shall not be required to make any payment in respect of any time allowed in excess of 20 minutes.

## **24.6. CALL BACK**

**24.6.1.** An employee recalled to work overtime after leaving the company's premises (whether notified before or after leaving the premises) shall be paid a minimum of four hours work at the appropriate rate for each time he is so recalled. Provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full four hours if the task he was recalled to perform is completed within a shorter period.

This clause shall not apply in cases where it is customary for an employee to return to company premises, to perform a specific job outside his ordinary working hours, or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time. Overtime worked in the circumstances specified in this clause shall not be regarded as overtime for the purpose of subclause 24.3 of this agreement when the actual time worked is less than three hours on such recall or on each of such recalls.

**24.6.2.** In the event that an employee attends work outside of their regular hours and for reasons other than those provided for in clause 24.6, they will be paid a minimum of 2 hours at 200% of the employee's overtime hour rate contained in sub-clause 18.1. Beyond 2 hours will be paid at 200% of the employee's overtime hour rate contained in sub-clause 18.1.

## **25. SHIFT WORK**

### **25.1.**

(a) HOURS - 12 Hour Continuous Shift Workers

Unless otherwise agreed between the company and the majority of employees, the ordinary hours of 12 Hour Continuous Shift Workers as defined in subclause 4.5 of this agreement shall not exceed:

- (a). 1 12 hours in any one day; or
- (a). 2 48 in any one week; or
- (a) 3 96 in 14 consecutive days; or
- (a) 4 168 in 28 consecutive days; or
- (a) 5 336 in 56 consecutive days.



## (b) HOURS OF WORK 8-HOUR SHIFT WORKER

### Compensation for working a 40 Hour Week

On 1 July 2004 compensation for working a 40 hour week will be incorporated into the Annual Pay rates contained in clause 18.1 for the classifications of 8 Hour Shift Workers. As such, employees paid according to these classifications:

- Will work 40 hours per week (38 ordinary time and 2 hours overtime which will be incorporated into the Annualised Pay rates contained in clause 18.1.
- Will be paid overtime for all hours worked in excess of 40 hours per week or hours worked in excess of 8 hours on a rostered shift.
- Will not be entitled to a rostered day off per month.
- Will accrue annual leave according to clause 28.1.1.
- Will rotate through a day shift, afternoon shift and night shift over a three-week period. By mutual agreement between the employee and the company, an employee may work a fixed shift (day or afternoon or night) with appropriate shift penalty applied.

(b). The ordinary hours of 8 hour shift workers shall average 40 hours per week inclusive of meal breaks and must not exceed 160 hours in 28 consecutive days.

## 25.2. ROSTERS

The shift roster shall specify the commencing and finishing times of the ordinary working hours of the respective shifts and shall apply to all shift employees. For 12 Hour Continuous Shift Workers the roster shall include, as part of the roster, a rostered overtime shift.

## 25.3. CHANGE OF ROSTERS

**25.3.1.** Day workers may be employed as, and become, 8 Hour Shift Workers or 12 Hour Continuous Shift Workers for a period of not less than three shifts and be paid accordingly.

**25.3.2.** When an employee is transferred from day to shift work or from one shift to another during the week, or if normal rotation is changed, he shall, unless given 48 hours' notice of such change be paid overtime rates for the first ordinary shift in lieu of ordinary pay for that shift.

## 25.4. VARIATION OF WORKING HOURS

**25.4.1.** The overall method of working shifts may, in any case, be varied by agreement between the company and a 75% majority of employees on the relevant roster.

**25.4.2.** The time of commencement and finishing of shifts, once having been determined, may be varied by agreement between the employees and the company.

## **25.5. SHIFT RELIEF**

**25.5.1.** As part of an 8 Hour Shift Workers or 12 Hour Continuous Shift Workers normal shift, he is required to arrive at work at such a time to provide an adequate hand over with the off-going shift.

**25.5.2.** An off-going 8 Hour Shift Worker or 12 Hour Continuous Shift Worker shall not leave his place of work until his relief has arrived and received his work report, unless specifically authorised to do so on the particular occasion by his immediate supervisor.

**25.5.3.** If an off-going shift employee is required and authorised to remain in his place of work after his shift hand over, then the provisions of subclause 24.1 of this agreement shall apply.

## **26. SATURDAY WORK**

Any employee (other than a 12 Hour Continuous Shift Worker) who is employed on a Saturday shall for all time worked on that day be paid double the overtime rate specified in clause 18.1.

## **27. SUNDAY WORK**

Any employee (other than a 12 Hour Continuous Shift Worker) who is employed on a Sunday shall for all time worked on that day be paid double the overtime rate specified in clause 18.1.

8 Hour shift Workers who are required to commence their normal shift at 11:00 PM Sunday evening agree to forgo penalty rates and be paid single time rates for all work performed between the hours of 23:00 and 24:00 on rostered Sundays.

## **28. ANNUAL LEAVE**

### **28.1. PERIOD OF LEAVE**

#### **28.1.1. Day Workers**

- (a) For Day Operators a period of 160 ordinary hours leave shall accrue pro-rata per week in a twelve month period.

**28.1.2.** For 12 Hour Continuous Shift Workers, a period of 192 ordinary hours leave shall accrue pro-rata per week in a twelve month period. This equates to 16 by 12 hour shifts to be taken in accordance with this clause.

**28.1.3.** For 8 Hour Shift Workers a period of 160 ordinary hours leave shall accrue pro-rata per week in a twelve month period.

**28.1.4.** Part-time employees shall accrue pro-rata to agreed work hours.

### **28.2. Engagement as a 12 Hour Continuous Shift Worker**

- (a) Where a Day Operator or 8 Hour Shift Worker with 12 months continuous service is engaged for part of the 12 monthly period as a 12 Hour Continuous Shift Worker, he shall be entitled to have the period of 160 hours ordinary leave prescribed which is increased by 0.61 hours for each week he is continuously engaged as aforesaid.

### **28.3. EXCLUSION OF PUBLIC HOLIDAYS**

**28.3.1.** Subject to this subclause the annual leave prescribed by this clause shall be exclusive of any of the holidays prescribed by clause 35 of this agreement and if any such 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 shall be added to the period of annual leave time equivalent to the ordinary time which the employee would have worked if such day had not been a holiday (i.e., in case of a 12 Hour Continuous Shift Worker, 12 hours).

### **28.4. BROKEN LEAVE**

**28.4.1.** The annual leave shall normally be given and taken in periods agreed to between the employee and the company.

## **28.5. CALCULATION OF CONTINUOUS SERVICE**

**28.5.1.** For the purpose of this clause, service shall be deemed to be continuous notwithstanding:

- (a) any interruption or termination of the employment by the company if such interruption or termination has been made merely with the intention of avoiding obligations hereunder in respect of leave of absence;
- (b) any absence subject to subclause 28.7 hereof from work or account of personal sickness or accident or on account of leave lawfully granted by the company; or
- (c) any absence with reasonable cause, proof whereof shall lie upon the employee.

**28.5.2.** In cases of personal sickness or accident or absence with reasonable cause, an employee to become entitled to the benefit of this subclause shall notify the company, in writing if practicable within 24 hours of the commencement of such absence of his inability to attend for duty and as far as practicable the nature of the illness, injury or cause and the estimated duration of his absence. A notification given by an employee pursuant to clause 29 of this Agreement shall be accepted as a notification under this subclause.

**28.5.3.** Any absence from work by reason of any cause not being a cause specified in this subclause shall not be deemed to break the continuity of service for the purposes of this clause unless the company, during the absence or within 14 days of the termination of the absence, notifies the employee in writing that such absence will be regarded as having broken the continuity of service.

**28.5.4.** This clause has been deleted.

**28.5.5.** A notice to an individual employee may be given by delivering it to him personally or by posting it to his last recorded address, in which case it shall be deemed to have reached him in due course of post.

**28.5.6.** In calculating the period of 12 months continuous service any such absence as aforesaid shall not, except to the extent of not more than 20 ordinary working days in a 12 monthly period in the case of sickness or

accident, be taken into account in calculating the period of 12 months continuous service.

## **28.6. CALCULATION OF SERVICE**

**28.6.1.** Service before the date of the agreement shall be taken into consideration for the purpose of calculating annual leave but an employee shall not be entitled to leave or payment in lieu thereof for any period in respect of which leave or a payment in lieu thereof has been allowed.

The period of annual leave to be allowed under this subclause shall be calculated to the nearest hour.

## **28.7. CALCULATION OF MONTH**

**28.7.1.** For the purpose of this clause, a month shall be reckoned as commencing with the beginning of the first day of the employment or period of employment in question, has the same date number as that which the commencing day had in its month, or, if there be no such day, in such subsequent month, shall be reckoned as ending at the end of such subsequent month.

## **28.8. LEAVE TO BE TAKEN**

**28.8.1.** The annual leave provided for by this clause shall be allowed and shall be taken, and, except as provided by sub-clauses 28.1, 28.2 and 28.13 hereof, payment shall not be made or accepted in lieu of annual leave.

## **28.9. TIME OF TAKING LEAVE**

**28.9.1.** Annual leave shall be given at a time fixed by the company within a period not exceeding six months from the date when the right to annual leave accrues and after not less than four weeks notice to an employee.

## **28.10. LEAVE ALLOWED BEFORE DUE DATE**

**28.10.1.** The company may allow annual leave to an employee before the right thereto has accrued due; but where leave is taken in such cases a further period of annual leave shall not commence to accrue until after the expiration of the 12 months in respect of which annual leave had been taken before it accrued.

**28.10.2.** Clause deleted

## **28.11. PAYMENT FOR PERIOD OF LEAVE**

Clause deleted as 28.11.2 updates this clause.

**28.11.1.** For the purposes of this paragraph and paragraph 28.10 hereof, wages shall be determined pursuant to sub-clause 18.1 and subclauses 20.1, 20.2, 20.3, 20.4 and 20.5 of this agreement for the occupation in which the employee was ordinarily employed immediately prior to the commencement of his leave or the termination of his employment, as the case may be.

**28.11.2.** 12 Hour Continuous Shift Workers are not entitled to a leave loading of 17.5% as compensation has been incorporated into the annualised salary rates contained in clause 18.1.

On 1 July 2004 the 17.5% leave loading will be incorporated into the Annualised Pay rates contained in clause 18.1 for Day Workers and 8 Hour Shift Workers. As such, employees paid according to these classifications will not be entitled to a 17.5% leave loading or shift loading for the period of leave.

The loading prescribed by this paragraph shall not apply to proportionate leave on termination.

## **28.12. PROPORTIONATE LEAVE ON TERMINATION**

**28.12.1.** If after one month's continuous service in any qualifying 12-month period, an employee leaves his employment or his employment is terminated by the company, he shall be paid the appropriate rate of pay contained in sub-clause 18.1 in respect of each completed month of continuous service for which leave has not been granted under this clause:

(a) If a 12 Hour Continuous Shift Worker, for 16.6 hours.

(b) If other than a 12 Hour Continuous Shift Worker, for 13.33 hours.

## **28.13. PLANT CLOSE-DOWN**

**28.13.1.** Where the company closes down the plant or a section or sections thereof for the purpose of allowing leave to all or the bulk of the

employees in the plant or section or sections concerned, the following provisions shall apply:

- (a) The company may, by giving preliminary notice of three months, followed by a confirmation notice of one month, or by mutual agreement between the majority of the employees and the company, stand-off for the duration of the close-down all employees or reduce to a minimum operating level in the plant or section or sections concerned and allow to those who are not then qualified for the full amount of leave, leave on a proportionate basis for each completed month of continuous service.
- (b) An employee who has then qualified for the full amount of leave and has also completed a further month or more of continuous service shall be allowed his leave, and shall also, subject to subclause 28.6 hereof, be paid proportionate wages in respect of each completed month of such further continuous service since the close of his last 12 monthly qualifying period.
- (c) The next 12 monthly qualifying period for each employee affected by such close-down shall commence from the day on which the plant or section or sections concerned is reopened for work. Provided that all the time during which an employee is stood off without pay for the purposes of this subclause shall be deemed to be time of service in the next 12 monthly period.
- (d) If, in the first year of service, an employee is allowed proportionate annual leave under paragraph 28.13.1(a) hereof and subsequently within such year lawfully leaves his employment or his employment is terminated by the company through no fault of the employee, he shall be entitled to the benefit of subclause 28.12 hereof subject to adjustment for any proportionate leave which he may have been allowed as aforesaid.

#### **28.14. Application of NES.**

**28.14.1.** Clause 28 shall be applied in a manner that is consistent with National Employment Standards contained in the FW Act.

### **29. COMPASSIONATE LEAVE**

#### **29.1. Paid leave entitlement**

An employee is entitled to use three (3) days compassionate leave for each occasion on which a member of the employee's immediate family or household:

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

When an employee takes paid compassionate leave, the employer must pay the employee the amount the employee would reasonably have expected to be paid if the employee had worked during the period of compassionate leave.

**29.2. Evidence supporting claim**

The employee is only entitled to compassionate leave if the employee gives his or her employer any evidence that the employer reasonably required of the illness, injury or death.

**29.3. Taking compassionate leave**

An employee is entitled to take the compassionate leave in a single unbroken period, in separate periods of one (1) day each or any separate periods agreed between the employee and the employer. Where the employee is taking compassionate leave to spend time with a member of the employee's immediate family or household who has contracted or developed a personal illness or sustained a personal injury as outlined in this clause, the employee is entitled to start to take the compassionate leave at any time while the illness or injury persists.

**29.4. Unpaid leave entitlement**

The employee is entitled to take up to two (2) days unpaid compassionate leave per occasion. An employee may take additional unpaid compassionate leave by agreement with the employer.

**30. PERSONAL LEAVE (SICK LEAVE)**

**30.1.** An employee on weekly hiring who is absent from his/her work on account of personal illness, or on account of injury by accident arising out of and in the course of his/her employment shall be entitled to leave of absence without deduction of pay, subject to the following conditions and limitations:

**30.1.1.** An employee shall not be entitled to paid leave of absence for any period in respect of which he/she is entitled to WorkCover.

**30.1.2.** An employee shall, within 24 hours of the commencement of such absence, inform the company of his/her inability or illness and the estimated duration of the absence. Provided that it shall not be considered to be a breach of this clause if an employee who fails to give notice as provided hereof proves to the satisfaction of his/her employer that his/her



failure to give the estimated duration of his absence was reasonable in the circumstances.

**30.1.3.** An employee shall produce or forward, within 48 hours of the commencement of such absence, a medical certificate issued by a registered health practitioner. Where it is not reasonably practical to provide a medical certificate, a Statutory Declaration stating nature of absence will be acceptable.

## **30.2. DAY WORKERS**

(a) A Day Operator shall be entitled to Personal Leave equivalent to 80 ordinary hours of working time in the first 12 months of his or her employment with the Company, accrued pro-rata every 4 week period. Thereafter they shall be entitled to Personal Leave equivalent to 80 ordinary hours of working time on every anniversary of their commencement of employment with the Company.

(c) A 8 HOUR SHIFT WORKER shall be entitled to Personal Leave equivalent to 80 ordinary hours of working time in the first 12 months of his or her employment with the Company, accrued pro-rata every 4 week period. Thereafter they shall be entitled to Personal Leave equivalent to 80 ordinary hours of working time on every anniversary of their commencement of employment with the Company.

(d) A 12 Hour Continuous Shift Worker shall be entitled to Personal Leave equivalent to 96 ordinary hours of working time in the first 12 months of his or her employment with the Company, accrued pro-rata every 4 week period. Thereafter they shall be entitled to Personal Leave equivalent to 96 ordinary hours of working time on every anniversary of their commencement of employment with the Company. Sick leave is paid at the Hourly Rate contained in table 18.1.

(e) Part-time employees shall accrue pro-rata to agreed work hours.

**30.2.1.** Clause 30.2 shall be applied in a manner that is consistent with National Employment Standards contained in the FW Act.

**30.3.** Where personal leave is not paid, pay will be deducted at the Hourly Rate contained in table 18.1.

## **30.4. ACCUMULATION OF PERSONAL LEAVE.**

**30.4.1.** Personal leave shall accumulate from year to year so that any leave which has in any year not been used by an employee as paid personal leave shall be claimed by the employee in subsequent years.

### **30.5. SINGLE DAY ABSENCES**

**30.5.1.** Subject to the provision of clauses 30.2, 30.5.2 and 30.5.3 hereof, the employee shall be paid sick leave in respect of two days, in any year on notification to the employer within the normal hours of that day or shift that the employee was absent from work on account of personal ill health necessitating such absence.

**30.5.2.** An employee may take a maximum of two (2) single day absences under the provisions of clause 30.5.1 on a Saturday in any year starting from the anniversary date of the employee joining the company, where Saturday is defined as Saturday dayshift or Saturday nightshift as per clause 4.4.

**30.5.3.** An employee shall be required to produce a medical certificate issued by a registered health practitioner for any additional single day absences taken on a Saturday dayshift or Saturday nightshift in any year from the anniversary date of the employee joining the company beyond the two (2) allowed under clause 30.5.2.

### **30.6. ILLNESS ASSISTANCE.**

**30.6.1.** In addition to the provisions outlined herein all employees are eligible to access the Taghleef Industries Illness Assistance Scheme. Any employee, who feels that their application to access the Illness Assistance Scheme has been denied unfairly, shall be able to use the Grievance Procedure to appeal the decision.

## **31. PERSONAL LEAVE (CARER'S LEAVE)**

### **31.1. USE OF PERSONAL LEAVE**

**31.1.1.** An employee with responsibilities in relation to either members of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this subclause, any accrued Personal leave entitlement to provide care and support for such persons when they are ill.

**31.1.2.** The employee shall, if required, establish by production of a medical certificate or statutory declaration, of the person concerned.

**31.1.3.** The entitlement to use personal leave in accordance with this subclause is subject to:

- (a) The employee being responsible for the care of the person concerned; and
- (b) The person concerned being either:
- i. A member of the employees immediate family; or
  - ii. A member of the employee's household.

(c) The term "immediate family" means:

- spouse or former spouse
- de facto partner or former de facto partner
- child
- parent
- grandparent
- grandchild
- sibling, or a
- child, parent, grandparent, grandchild or sibling of the employee's spouse or de facto partner (or former spouse or de facto partner).

This definition includes step-relations (for example, step-parents and step-children) as well as adoptive relations.

(d) De facto partner of an employee:

Means a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes); and

- Includes a former de facto partner of the employee.

**31.1.4.** The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

**31.1.5.** An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care to a family member who is ill.

## **31.2. ANNUAL LEAVE OR UNPAID LEAVE**

**31.2.1.** The employee, with the agreement of Taghleef Industries, may take unpaid leave or annual leave to provide care and support for a member of their family or household who is ill.

**31.2.2.** Access to annual leave, shall be exclusive of any shutdown period provided for elsewhere under this agreement.

**31.2.3.** An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

### **31.3. TIME OFF IN LIEU OF PAYMENT FOR OVERTIME**

**31.3.1.** An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer.

**31.3.2.** 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.

**31.3.3.** An employer shall, if requested by an employee, provide payments, at the rate provided for the payment of overtime in the agreement, for overtime worked where such time has not been taken within four weeks of accrual and requested by the employee.

**31.3.4.** On each occasion that the employee elects to use this provision the resulting agreement shall be recorded in the time and wages records or personnel file or forms appropriate to the enterprise at the time when the agreement is made.

### **31.4. MAKE-UP TIME**

**31.4.1.** An employee may elect, with the consent of their employer, to work make-up time, under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the agreement at the ordinary rate of pay.

**31.4.2.** An employee on shift work may elect, with the consent of their employer, to work make-up time under which the employee takes time off 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.

**31.4.3.** On each occasion that the employee elects to use this provision the resulting agreement shall be recorded in the time and wages records or personnel file or forms appropriate to the enterprise at the time when the agreement is made.

## **32. PARENTAL LEAVE**

**32.1.** The entitlements of employees to parental leave (which comprises maternity leave, paternity leave, adoption leave and part-time work) shall be in accordance with the Fair Work Act.

## **33. JURY SERVICE**

An employee required to attend for jury service during their ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for jury service and the amount of the wage they would have received in respect of the ordinary time they would have worked had they not been on jury service. An employee shall notify their employer as soon as possible of the date upon which they are required to attend for jury service. Further the employee shall give their employer proof of their attendance, the duration of such attendance and the amount received in respect of jury service.

## **34. LONG SERVICE LEAVE**

This Long Service Leave clause shall be read in conjunction with the Long Service Leave Act (Vic) 1992. Provided that where there is any inconsistency this clause shall take precedence to the extent of any inconsistency.

**34.1.** Each employee shall qualify for Long Service Leave after 7 years continuous service with Taghleef Industries on a pro-rata basis.

**34.2.** All Long Service Leave payments shall be calculated on each employee's annualised salary.

**34.3.** Long Service Leave shall accrue for each employee according to the following table:

	Weekly Accrual for Each Year of Service	Amount of Leave	Years of Service for Full Entitlement
From 1 July 2003	1.30	13 weeks	10 years

NB: For 12 Hour Continuous Shift Workers the full long service leave entitlement is equivalent to 47 shifts.

### **35. PUBLIC HOLIDAYS**

**35.1.** The days on which New Year's Day, Labour Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Sovereign's Birthday, Australia Day, Melbourne Cup Day, Christmas Day and Boxing Day are observed shall be holidays, and all employees not required to work on a public holiday, including seven day shift workers, shall be paid for the public holiday at the rates of pay provided by this agreement, provided however, that where a public holiday occurs on a Saturday or a Sunday and is not observed on any other day, employees shall not be paid for any such public holiday. Employees required to work such days shall be paid rates as are applicable for such public holidays.

**35.2.** Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December.

**35.3.** Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 28 December.

**35.4.** New Year's Day or Australia Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on the next Monday.

**35.5.** The provisions of this clause shall not apply to:

**35.5.1.** a casual employee;

**35.6.** Where a public holiday is proclaimed by order in Council or otherwise gazetted by the authority of the Commonwealth or of the State Government, such day shall, within the defined locality, be deemed to be a public holiday for the purposes of this agreement.

### **35.7. 12-hr CONTINUOUS SHIFT WORKERS**

**35.7.1.** A 12 Hour Continuous Shift Worker who is rostered to work regularly on Sundays and holidays, when his rostered day off falls on a public holiday

prescribed by this subclause has been paid into the employees annualised rate.

**35.7.2.** A 12 Hour Continuous Shift Worker who is required to work on his rostered day off when such rostered day off falls on a public holiday prescribed by this clause has been paid into the employees annualised rate.

**35.7.3.** A 12 Hour Continuous Shift Worker who is rostered to work regularly on Sundays and holidays, when his roster has a normal day on a public holiday prescribed by this clause, has been paid into the employees annualised rate.

**35.7.4.** If an employee on a 12 hour continuous shift, receiving an annualised salary, is rostered to work on a public holiday, the company is not required to

specifically request their attendance. This obligation is implied through the established roster and annulised salary agreement.

### **36. BLOOD DONOR'S LEAVE**

- 36.1.** An employee, having given 24 hours notice and supplying appropriate proof, may take leave as arranged with his supervisor, without loss of pay, to donate blood to a blood bank on up to four occasions per year.

## **PART 6 – TRAINING AND RELATED MATTERS**

### **37. TRAINING**

- 37.1.** The parties to this agreement recognise that in order to increase the efficiency, productivity and international competitiveness of industry, a commitment to training and skill development is required.

Accordingly, the parties commit themselves to:

- 37.1.1.** developing a more highly skilled and flexible work force;
- 37.1.2.** providing employees with career opportunities through appropriate training to acquire additional skills; and
- 37.1.3.** removing barriers to the utilisation of skills acquired.
- 37.2.** Following proper consultation with employees or through the establishment of a consultative committee, the company shall develop a training programme consistent with:
- 37.2.1.** the current and future skill needs of the enterprise;
- 37.2.2.** the size, structure and nature of the operations of the enterprise; and



**37.2.3.** the need to develop vocational skills relevant to the enterprise through courses conducted by accredited educational institutions and providers.

**37.3.** Where it is agreed that additional training in accordance with the programme developed pursuant to subclause 37.2 hereof should be undertaken by an employee, that training may be undertaken either on or off-the-job. Provided that if the training is undertaken during ordinary working hours the employee concerned shall not suffer any loss of pay. The employer shall not unreasonably withhold such paid training leave.

**37.4.** Any costs associated with standard fees for prescribed courses and prescribed textbooks (including those textbooks which are available in the employer's technical library) incurred in connection with the undertaking of training shall be reimbursed by the employer upon production of evidence of such expenditure. Provided that reimbursement shall also be on an annual basis subject to the presentation of reports of satisfactory progress.

## **PART 7 - OCCUPATIONAL HEALTH AND SAFETY MATTERS, EQUIPMENT, TOOLS AND AMENITIES.**

### **38. ACCIDENT PAY**

#### **38.1. INJURY**

**38.1.1.** For the purpose of this agreement, "injury" shall be given the same meaning and application as applying under the Accident Compensation Act 1985 (the Act) and no injury shall result in the application of accident pay unless an entitlement exists under the Act.

#### **38.2. QUALIFICATIONS FOR PAYMENT**

**38.2.1.** Always subject to the terms of this agreement, an employee covered by this agreement shall upon receiving payment of compensation and continuing to receive such payment in respect of a weekly incapacity within the meaning of the Act by paid accident pay by his employer who is liable to pay compensation under the Act, which said liability by the employer for accident pay may be discharged by another person on his behalf, provided that:

- (a) Accident pay shall only be payable an employee whilst such employee remains in the employment of the employer by whom he was employed at

the time of the incapacity and then only for such period as he receives a weekly payment under the Act.

Provided further that in the case of the termination by an employer of an employee who is incapacitated and who except for such termination would be entitled to accident pay shall continue to apply subject to the provisions of this award except in those cases where:

(a) (1) the termination is due to serious and/or wilful misconduct on the part of the employee; or

(2) arises from a declaration of liquidation of the company in which case the employee's entitlement shall be considered by the parties to the award.

In order to qualify for the continuance of accident pay on termination an employee shall if required provide evidence to his employer of the continuing payment of weekly workers' compensation payments.

(b) An employee on engagement may be required to declare all workers' compensation claims made in the previous five years and in the event of false or inaccurate information being deliberately and knowingly declared the employer may require the employee to forfeit his entitlement to accident pay under this agreement.

### **38.3. ACCIDENT PAYMENT RATE**

**38.3.1.** The company will "make up" the employee's pay to the equivalent of the annualised salary for a period not exceeding six weeks after the date of the accident. Thereafter, the employees' pay will be made up to a period not exceeding 46 weeks after the date of the accident.

### **38.4. ABSENCES ON OTHER PAID LEAVE**

**38.4.1.** An employee shall not be entitled to payment of accident pay in respect of any period of other paid leave of absence.

### **38.5. MEDICAL EXAMINATION**

**38.5.1.** In order to receive entitlements to accident pay an employee shall, if required, attend an examination by the company doctor for which the company will pay all doctor's fees.

### **38.6. REDEMPTION OF WEEKLY PAYMENTS**

**38.6.1.** Where there is a redemption of weekly compensation payments under the Act the employer's liability to pay accident pay shall cease as from the date of such redemption.

### **38.7. CIVIL DAMAGES CLAIMS**

**38.7.1.** Where an employee obtains a judgement or settlement for damages in respect of an injury for which he has received accident pay the employer's liability to pay accident pay shall cease from the date of such judgement or settlement; provided that if the judgement or settlement for damages is not reduced either in whole or part by the amount of accident pay made by the employer the employee shall pay to his employer any amount of accident pay already received in respect of that injury by which the verdict has not been so reduced.

**38.7.2.** Where an employee obtains a judgement or settlement for damages against a person other than the employer in respect of an injury for which he has received accident pay the employer's liability to pay accident pay shall cease from the date of such verdict; provided that if the verdict for damages is not reduced either in whole or part by the amount of accident pay made by the employer the employee shall pay to his employer any amount of accident pay already received in respect of that injury by which the judgement or settlement has not been so reduced.

### **39. CLOTHING, EQUIPMENT AND SAFETY**

**39.1.** All employees working under this agreement shall be provided with such protective clothing and safety equipment as provided for under the relevant Statutory Acts.

**39.2.** It is a condition of employment under this agreement that an employee shall use in the proper manner the appropriate clothing and equipment provided and

required to be used by the company, and shall comply with any other specified safe-working requirements.

#### **40. WORKING IN HOT CONDITIONS**

A policy will be developed in consultation with the Union and will be included in the safety manual.

#### **41. INJURY AND ILLNESS INSURANCE**

- 41.1.** Taghleef Industries Pty. Ltd. will provide payroll deduction facilities for employees covered under the Taghleef – UWU EBA. Such deductions will be made to an employee funded Group Outside of Working/WorkCover Top Up/Journey Injury Insurance Scheme (Scheme) operated by IFS Insurance Broking.
- 41.2.** Taghleef will provide administration assistance for the Scheme through claim management.
- 41.3.** Taghleef will not be held responsible for the operation of the insurance Scheme, including determination of an employees eligibility of access to entitlements.
- 41.4.** During the initial claim process and whilst waiting for claimant eligibility to be assessed, an employee can only access accrued personal, annual and long service leave entitlements. No additional leave or other payments will be brought forward.
- 41.5.** Taghleef will not provide any additional payments into the Scheme.

### **PART 8 – AGREEMENT COMPLIANCE**

#### **42. UNION BUSINESS**

##### **42.1. Time and Wages Record**

An employee, or a Union representative on behalf of the employee, are upon request to the employer entitled to copies of the employee's records and pay slips in accordance with s.482 of the Fair Work Act 2009 and regulation 3.42 of the Fair Work Regulations 2009 (Cth).

##### **42.2. Right of Entry**

The parties covered by this agreement will comply with the right of entry provisions in the Fair Work Act 2009 (Cth)

### **42.3. Copy of Agreement**

A copy of this Agreement shall be located in the Team Leaders office and in the meal room.

### **42.4. Union Representation**

#### **42.4.1. Delegates**

The employer recognises the Union delegates who are elected by the employees as the on-site representatives of the Union.

#### **42.4.2. Delegates on-site business**

Delegates will be allowed, subject to approval from their supervisor, reasonable paid time to conduct on-site business including recruitment with workers.

#### **42.4.3. Delegates off-site business**

In addition, the senior delegates will be allowed up to two days off the site, per calendar year, on Union business without loss of ordinary pay, by prior agreement with the employer. This agreement will not be unreasonably withheld.

#### **42.4.4. Additional on-site meetings**

By written agreement between the employer and the Union, additional on-site meetings may be held to consider and discuss matters relating to this agreement.

If the delegate is required to attend such a meeting outside his/her normal shift, he/she shall be paid for such hours in accordance with clause 24.6.2...

### **43. NOTICE BOARD**

- 43.1.** A notice board shall be provided in the dining room or in some other prominent position at the site.
- 43.2.** Any notice in connection with this agreement or the employment conditions of the employees previously approved by the employer or his or her representative may be posted on the notice board.
- 43.3.** A copy of this agreement shall be posted on the notice board.

### **44. NO EXTRA CLAIMS**

- 44.1** It is a term of this agreement that no party covered by this agreement shall pursue any extra claims during the term of this agreement except where consistent with a decision of the FWC.

### **45. RENEGOTIATION OF AGREEMENT**

- 45.1.** Renegotiation: The parties agree to commence negotiations for a new collective agreement to succeed this agreement at least 3 months before the nominal expiry date of this agreement. The parties intend to conclude these negotiations prior to the nominal expiry date.
- 45.2.** Collective negotiations: The negotiations will be conducted on a collective basis between the parties with the negotiated outcome being subject for approval to a vote of the employees collectively.
- 45.3.** Maintenance of status quo: Should negotiations for a new collective agreement not be finalised prior to the normal expiry date of this agreement, existing rates of pay and conditions will continue to be observed for all employees by the parties. The parties by mutual agreement may extend the period of the

Agreement for a further twelve months subject to the Act. The extension will be made in writing and submitted for approval to the FWC.

**46. UNION TRAINING LEAVE**

- 46.1.** The parties to this Agreement recognise that the provision of training for employees may be appropriate to further the joint objectives of promoting good industrial relations and business efficiency, productivity and competitiveness.
- 46.2.** Accordingly, up to four duly elected workplace representatives with more than six (6) months continuous service, with approval of the union and upon application in writing, shall each be granted up to five (5) days leave with pay each year of this agreement to attend courses conducted or approved by the union.
- 46.3.** For the purpose of granting leave pursuant to this clause, the commencement date of the first year period shall be 1 July 2015, ending on 30 June 2016. Subsequent years shall follow the same pattern.
- 46.4.** In the event of an alternative workplace representative being elected, a newly elected workplace representative with more than six (6) months continuous service, with approval of the union and upon application in writing, shall be granted leave with pay to attend courses conducted or approved by the union on a pro-rata basis with the time remaining in that year.
- 46.5.** Any leave granted pursuant to this clause remaining unused at the end of each year period shall be lost and shall not accrue for use in other years.
- 46.6.** The application to the employer must be in writing and include the nature, content and duration of the course to be attended.
- 46.7.** The granting of leave pursuant to this clause shall be subject to the employee or the union giving not less than 25 working days notice of the intention to attend such course, or such lesser period of notice as may be agreed by the employer.
- 46.8.** The granting of leave pursuant to this clause shall be subject to the employer being able to make adequate staffing arrangements amongst current employees during the period of such leave.
- 46.9.** The employer shall not use this subclause to avoid obligation under this clause.
- 46.10.** Leave of absence granted pursuant to this clause shall count as service for all purposes of this Agreement.
- 46.11.** Each employee on leave approved in accordance with this clause shall be paid all ordinary time earnings. For the purpose of this subclause "ordinary time earnings" means the annualised rate contained in clause 18 and superannuation. An employee attending a training course as provided by this

clause on a scheduled rostered day off shall be paid a total of eight (8) hours at ordinary time earnings.

- 46.12.** All expenses such as travel, accommodation and meals, associated with or incurred by the employee attending a training course as provided in this clause shall be the responsibility of the employee or the union.
- 46.13.** An employee may be required to satisfy the employer of attendance at the course to qualify for payment of leave, unless the employee would otherwise have been entitled to payment.
- 46.14.** In the event a scheduled rostered day off falls within a period of leave approved pursuant to this clause, no alternative day of leave shall be substituted in lieu.

## **47. PART-TIME EMPLOYMENT**

### **1. In reference to Part-Time work:**

- A. Part - time employment**
- A.1** An employee may be engaged to work on a part - time basis involving a regular pattern of hours which average less than 38 ordinary hours per week.
- A.2** A part - time employee must be engaged for a minimum of three consecutive hours a shift. In order to meet their personal circumstances, a part - time employee may request and the employer may agree to an engagement for less than the minimum of three hours.
- A.3** Before commencing part - time employment, the employee and employer must agree in writing:
- (a) on the hours to be worked by the employee, the days on which they will be worked and the commencing and finishing times for the work; and
- (b) on the classification applying to the work to be performed in accordance with Clause 18 of the Agreement.
- A.4** The terms of the agreement in clause A.3 may be varied by consent in writing.
- A.5** The agreement under clause A.3 or any variation to it under clause A.4 must be retained by the employer and a copy of the agreement and any variation to it must be provided to the employee by the employer.
- A.6** Except as otherwise provided in this award, a part - time employee must be paid for the hours agreed on in accordance with clauses A.3 and A.4.
- A.7** The terms of this award will apply pro rata to part - time employees on the basis that ordinary weekly hours for full - time employees are 38.
- A.8** A part - time employee who is required by the employer to work in excess of the hours agreed under clauses A.3 and A.4 must be paid overtime in accordance with clause 24 - Overtime.
- A.9** Public holidays



- (a) Where the part - time employee's normal paid hours fall on a public holiday prescribed in the NES and work is not performed by the employee, such employee must not lose pay for the day.
- (b) Where the part - time employee works on the public holiday, the part - time employee must be paid in accordance with clause 35 of the Agreement.

## APPENDIX A

### 1 - ANNUAL LEAVE GUIDELINES

1.1 Operators are required to preserve the following minimum annual leave entitlement to cover annual leave requirements at annual close downs:

Shift Roster	Preserved amount
12-Hour	96 hours
8 –Hour	80 hours
Day	80 hours

1.2 In the event that the annual close down extends beyond the preserved amount referred to in subclause 1.1 and Operators are required to use additional annual leave to cover the additional days of the close down, Operators will be entitled to apply for a day of unpaid leave for each additional day of the close down to a maximum of four days. The following conditions apply:

1.2.1 Unpaid leave may only be taken within the first half of the year (1<sup>st</sup> January to 30 June).

1.2.2 Unpaid leave days which are not used do not accrue.

1.2.3 An application for unpaid leave will only be approved provided:

1.2.3(a) no more than two permanent company work group employees (including work group team leader / supervisor) (inclusive of the applicant) are scheduled to be away on leave;

1.2.3(b) the operator, at the commencement date of the annual close down, has an annual leave entitlement(annual leave entitlement does not include pro-rata

annual leave) no greater than the preserved amount referred to in subclause 1.1;  
and

1.2.3(c) the operator gives the following notice to the company:

12 hour continuous shift operators: one month's notice when applying for more than 36 hours or three days notice when applying for less than 36 hours leave.

8-hour shift operators and day operators: one month's notice when applying for more than 24 hours leave or three days notice when applying for less than 24 hours leave.

1.3.1 Subject to the provisions of clause 1.4 of Appendix A, up to a total of two (2) permanent company work group employees (including work group team leader / supervisor) shall be granted annual, long service leave or approved training leave during the year regardless of the shift cover obtained.

1.3.2 At the discretion of the company and where it would not reduce the ability of the company to maintain continuity of operations, annual leave may also be granted to a third operator during the year. Leave for the third operator cannot be pre-booked and will only be granted at short notice when it is known that granting of such leave shall not affect continuity of operations.

1.4 For leave periods longer than four shifts, at least one month's notice is required. Applications for four or less days should be made seven days in advance.

1.5 A Team Leader or leading hand must be available on shift at all times.

1.6 When employees wish to carry over the majority of their leave, written approval is required.

1.7 The balance of leave from one year shall be taken by employees the July of the following year. This allows 18 months from the time of leave credits being due to them being used.

## APPENDIX B

### **CLASSIFICATION STRUCTURE (26/9/89)** (OP-030, REV.2)

The following schedule details the classification structure and proficiency scheme agreed between the parties.

#### 1 - DEFINITIONS

##### 1.1 SKILLED

Having sufficient skills knowledge and experience to safely carry out a task unsupervised and achieve the quality aims of the company.

##### 1.2 KNOWLEDGEABLE

Having sufficient understanding to safely carry out a task with limited supervision and achieve the quality aims, output, and productivity of the company.

##### 1.3 PROFICIENCY CLASS

Is a level of status and reward which indicates an Operator has achieved a combination of levels of skills, knowledge, safe working practices and attitudes as determined in this scheme.

#### 2 - DESCRIPTION

- 2.1 Taghleef Industries has a variety of operations which need to be carried out by Operators who have varying levels of knowledge, skills and experience.
- 2.2 Eight-hour Day, Eight-hour Shift and Twelve-hour Shift Operations has 4 grades defined. Every new Operator will join the company as a Level 1 and then progress through the various levels as she/he gains training and experience in new tasks. Each Operator will be assessed independently and will progress accordingly to his/her abilities and genuine company operational requirements

#### 3 - REQUIREMENTS

- 3.1 The following proficiency class scheme is designed to meet the company requirements that trained Operators can perform all normal operating functions under normal conditions. Further, all trained Operators should rotate through these functions accordingly to rosters developed by their shift group; with due regard for the difference between basic operations and specialist operations. The scheme also provides for these trained Operators to impart their skills as required to new Operators.

#### 4 - PROFICIENCY CLASS SCHEME

There are 11 functional areas in which skills can be developed:

##### 4.1 PACKING

4.1.1 Vertical, horizontal, RTs reel, and process reel packing and handling for all types of films.

4.1.2 Operation of stretch wrap machines.

4.1.3 Safe operation of cranes and lifting attachments.

4.1.4 Documentation and computer system requirements

##### 4.2 VEHICLE OPERATIONS

4.2.1 Operation of gas and electric fork-lift trucks.

4.2.2 Use of all fork-lift attachments and equipment.

4.2.3 Operation of electric pallet mover.

4.2.4 Operation of floor sweeper and floor scrubber.

4.2.5 Familiarity with materials storage areas and procedures.

4.2.6 Safe, correct pallet stacking and material handling.

##### 4.3 RECLAIM GRINDING

4.3.1 Grinder operation (Line 1, Line 3 and Guillotine/Shredder).

4.3.2 Material handling of waste film, pallets, and cages.

##### 4.4 RECLAIM EXTRUSIONS

4.4.1 Extrusion/palletiser operations.

4.4.2 Material handling of reclaim waste.

4.4.3 Safe operation of cranes and lifting attachments.

4.4.4 Documentation requirements.

#### 4.5 METALLISER OPERATION

- 4.5.1 Loading/unloading process reels
- 4.5.2 Cleaning & Setting (Shutter & Boats)
- 4.5.3 Boat Changing
- 4.5.4 Process Running
- 4.5.5 QC Testing
- 4.5.6 Fault Finding and Rectification
- 4.5.7 Safe Operation of Machine, Cranes and Lifting Equipment
- 4.5.8 Documentation Requirements
- 4.5.9 Housekeeping.

#### 4.6 WINDERS - LINE THREE OPERATION

- 4.6.1 Thread up procedure.
- 4.6.2 Line break procedure.
- 4.6.3 QC sample procedure.
- 4.6.4 Handling of mill rolls - scales/storage.
- 4.6.5 Core change.
- 4.6.6 Setting of treatment levels.
- 4.6.7 Fault finding and rectification.
- 4.6.8 Safe operation of cranes and lifting attachments.
- 4.6.9 Documentation requirements.

#### 4.7 QUALITY CONTROL

- 4.7.1 QC tests on all types of films and manufactured.
- 4.7.2 Familiarity with customer requirements.
- 4.7.3 Documentation/computer input.

#### 4.8 SECONDARY SLITTING

- 4.8.1 Secondary One, Secondary Two, Secondary Four, Secondary Five and Secondary Six machine operations including narrow and wide width set-ups, blade changes, rethread procedures, roll change, and splicing.
- 4.8.2 Use of machine controls to produce quality reels.
- 4.8.3 Core cutting operations including set-up and operation of core cutting machines to produce cores of correct quality and tolerance.
- 4.8.4 Material handling of film reels, pallets, machine arms and motors and equipment.
- 4.8.5 Safe operation of cranes and lifting attachments.
- 4.8.6 Documentation requirements/computer input.

#### 4.9 PRIMARY SLITTING

- 4.9.1 Machine operations including set-ups, blade changes, rethread procedures, roll changes and splicing.
- 4.9.2 Use of machine controls to produce quality reels.
- 4.9.3 Core cutting operations including set-up and operation of core cutting machines to produce.
- 4.9.4 Material handling of film reels, pallets, machine arms and motors and equipment.
- 4.9.5 Safe operation of cranes and lifting attachments.
- 4.9.6 Documentation requirements/computer input.

#### 4.10 CAM LAMINATION

- 4.10.1. Machine operations including set-ups, rethread procedures, roll changes and splicing.
- 4.10.2. Use of machine controls to produce quality reels.
- 4.10.3. Core cutting operations including set-up and operation of core cutting machines.
- 4.10.4. Safe and effective cleaning of machine, rolls, world mixer and associated component to a safe and effective standard.
- 4.10.5. Material handling of film reels, pallets, and equipment.

- 4.10.5 Safe operation of cranes and lifting attachments.
- 4.10.6 Documentation requirements/computer input.
- 4.10.7. Fault finding and rectification
- 4.10.8 Safe operations of chemical use and handling
- 4.10.9 Use of all supplied PPE

4.11 LINE DRIVING – LINE THREE OPERATION

- 4.11.1 Extruders, chill roll, MDO, coater and stenter operations.
- 4.11.2 Gauge scanner operation.
- 4.11.3 Granule handling, mixing, and formulation.
- 4.11.4 Resin heating.
- 4.11.5 Panel controls operation.
- 4.11.6 Start-up/shutdown procedures.
- 4.11.7 Trouble shooting.
- 4.11.8 Documentation requirements/computer input.

4.12 The proficiency class levels are made up of requirements from these functions in combination of skills and knowledge's. It is required that these levels be achieved within a certain time limit as shown and will be measured to the first pay day after the elapsed time. Time lost through extended sickness or absence will not be counted in the time limit.

The listed requirements are a guide through the proficiency scheme that only be altered with the Operations Manager's approval.

5 - PROFICIENCY REQUIREMENTS

Production Operator (12 hour and 8 hour)

Proficiency class	Skills required	
Level 1	Packing-Utility Operations Line back-up and Forklift Duties	
Level 2	Level 1, plus Secondary Slitting	

TAGHLEEF INDUSTRIES PTY LTD AND UNITED WORKERS UNION  
ENTERPRISE AGREEMENT 2024 - 2027

	QC – All Films And Reclaim Operations	
Level 3	Level 2, plus Primary Slitting / QC Metalliser / QC Winder / QC CAM Lamination	
Level 4	Level 3, plus Line Driving	

Warehouse Operator

Proficiency class	Skills required	
Trainee Warehouse Operator	Basic forklift operation/maintenance Warehouse housekeeping Record keeping	
Warehouse Operator Level 1	As Warehouse Trainee, plus Stock movement into warehouse Load staging Truck loading/unloading	
Warehouse Operator Level 2	As Warehouse Operator Level 1, plus Documentation – despatch lists, etc. Stock re-labelling	
Warehouse Operator Level 3	As Warehouse Operator Level 2, plus Liaising with customer service Creating scrap and G2 lists	
Warehouse Operator Level 4	As Warehouse Operator Level 3, plus SAP operation – manifests, manual dockets, etc. Liaising with transport companies Completion of freight lists	

WAREHOUSE STRUCTURE

Warehouse Day Operator Trainee

Definition



An employee at this level performs duties to the level of their training for this level.

#### Skills

- \* Is responsible for the quality of their own work subject to routine supervision.
- \* Works under routine supervision either individually or in a team environment.
- \* Exercises discretion within their level of skills and training.
- \* Maintains Bakers Standard within the Warehouse.
- \* Complies with company OHS&E policy and procedure

Indicative tasks which an employee at this level must be able to perform

- \* Licensed operation of all appropriate materials handling equipment.
- \* Basic VDU operation.
- \* Ability to measure accurately using gauges and meters.
- \* Maintains records.
- \* Allocating and retrieving goods from specific warehouse areas.
- \* Periodic housekeeping and stock checks.
- \* Sorting and packaging of goods and materials in accordance with operative procedures and regulations.
- \* Preparation and receipt of appropriate documentation including liaison with employers.

## Warehouse Day Operator Level 1

### Definition

An employee at this level performs work above and beyond the skills of Operator and to the level of their training for this level including appropriate certification.

### Skills

- \* Works from complex instructions/procedures and exercises discretion within the limit of their skills.
- \* Works individually under general supervision.
- \* Responsible for the quality of their own work.
- \* Maintains Bakers Standard within the Warehouse.
- \* Complies with company OHS&E policy and procedure

Indicative tasks which an employee at this level must be able to perform

- \* Inventory and store control.
- \* Licensed operation of all appropriate materials handling equipment.
- \* Use of tools and equipment within the scope (basic non-trades) maintenance.
- \* VDU operation at a level higher than that of an Operator Level 1.
- \* Use of measuring equipment and scales.
- \* Tasks of lower levels.

## Warehouse Day Operator Level 2

### Definition

An employee at this level performs work above and beyond the skills of Operator 1 and to their training for this level including appropriate certification.

### Skills

- \* Understands and is responsible for quality control standards.
- \* Possesses interpersonal and communication skills.
- \* Competent keyboard skills.
- \* Sound working knowledge of all warehousing/stores duties performed at levels below this grade, exercises discretion within scope of this grade.
- \* May perform work requiring minimal supervision either individually or in a team environment.
- \* Maintains Bakers Standard within the Warehouse.
- \* Complies with company OHS&E policy and procedure

Indicative tasks which an employee at this level must be able to perform

- \* Use of a VDU for purposes such as the maintenance of a deposit storage system, information input/retrieval, etc., at a level higher than Operator Level 1
- \* Operation of all materials handling equipment under license;
- \* Development and refinement of a store layout including proper location of goods and their receipt and dispatch.
- \* Tasks of lower levels.

### Warehouse Day Operator Level 3

#### Definition

An employee at this level performs work above and beyond the skills of Operator Class 2 and to their training for this level including appropriate certification.

#### Skills

- \* Implements quality control techniques and procedures.
- \* Understands and is responsible for a large section of a warehouse.
- \* Well developed level of interpersonal and communication skills.
- \* Ability to provide discretion and guidance to other employees including the ability to assist in the provision of on-the-job training and induction.
- \* Exercises discretion within the scope of this grade.
- \* Maintains Bakers Standard within the Warehouse.
- \* Complies with company OHS&E policy and procedure

Indicative tasks which an employee at this level must be able to perform

- \* Liaising with management, suppliers and customers with respect to stores operations.
- \* Maintaining control registers including inventory control.
- \* Tasks of lower levels.

### Warehouse Day Operator Level 4

#### Definition

An employee at this level performs work above and beyond the skills of Operator Class 3 and to their training for this level including appropriate certification.

Minimum qualifying requirement:

#### Skills

- \* Implements quality control techniques and procedures.
- \* Understands and is responsible for a warehouse.
- \* Highly developed level of interpersonal and communication skills.

- \* Ability to supervise and provide discretion and guidance to other employees including the ability to assist in the provision of on-the-job training and induction.
- \* Exercises discretion within the scope of this grade.
- \* Exercises skills attained through the successful completion of an appropriate warehousing certificate.
- \* Highly developed leadership skills
- \* Maintains Bakers Standard within the Warehouse.
- \* Complies with company OHS&E policy and procedure

Indicative tasks which an employee at this level must be able to perform

- \* Liaising with management, suppliers and customers with respect to stores operations;
- \* Maintaining control registers including inventory control and being responsible for the preparation and reconciliation of regular reports or stock movement, despatches, etc.
- \* Co-ordinating the Warehouse OHS&E program.

## **APPENDIX C MOVE APPENDIX C TO PART 5 OF THIS AGREEMENT**

### 1. Leave to deal with Family and Domestic Violence

1.1 This clause applies to all employees, including casuals.

#### 1.2 Definitions

(a) In this clause:

Family and domestic violence means violent, threatening or other abusive behaviour by a family member of an employee that seeks to coerce or control the employee and that causes them harm or to be fearful.

Family member means:

- (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
  - (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; or
  - (iii) a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.
- (b) A reference to a spouse or de facto partner in the definition of family member in clause 1.2(a) includes a former spouse or de facto partner.

#### 1.3 Entitlement to unpaid leave

An employee is entitled to 5 days' unpaid leave to deal with family and domestic violence, as follows:

- (a) the leave is available in full at the start of each 12 month period of the employee's employment; and
- (b) the leave does not accumulate from year to year; and

(c) is available in full to part-time and casual employees.

Note: 1. A period of leave to deal with family and domestic violence may be less than a day by agreement between the employee and the employer.

2. The employer and employee may agree that the employee may take more than 5 days' unpaid leave to deal with family and domestic violence.

#### 1.4 Taking unpaid leave

An employee may take unpaid leave to deal with family and domestic violence if the employee:

- (a) is experiencing family and domestic violence; and
- (b) needs to do something to deal with the impact of the family and domestic violence and it is impractical for the employee to do that thing outside their ordinary hours of work.

Note: The reasons for which an employee may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services.

#### 1.5 Service and continuity

The time an employee is on unpaid leave to deal with family and domestic violence does not count as service but does not break the employee's continuity of service.

#### 1.6 Notice and evidence requirements

##### (a) Notice

An employee must give their employer notice of the taking of leave by the employee under clause 1. The notice:

- (i) must be given to the employer as soon as practicable (which may be a time after the leave has started); and
- (ii) must advise the employer of the period, or expected period, of the leave.

##### (b) Evidence

An employee who has given their employer notice of the taking of leave under clause 1 must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 1.4.

Note: Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory

declaration.

#### 1.7 Confidentiality

- (a) Employers must take steps to ensure information concerning any notice an employee has given, or evidence an employee has provided under clause 1.6 is treated confidentially, as far as it is reasonably practicable to do so.
- (b) Nothing prevents an employer from disclosing information provided by an employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the employee or another person.

Note: Information concerning an employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the employee. Employers should consult with such employees regarding the handling of this information.

#### 1.8 Compliance

This determination comes into operation from 1 August 2018. In accordance with s.165(3) of the Fair Work Act 2009 this determination does not take effect until the start of the first full pay period that starts on or after 1 August 2018.

## APPENDIX D

### Model consultation term

- (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 the employees; or
  - (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

#### *Major change*

- (2) For a major change referred to in paragraph (1)(a):
  - (a) the employer must notify the relevant employees of the decision to introduce the major change; and
  - (b) subclauses (3) to (9) apply.
- (3) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (4) If:
  - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and

- (b) the employee or employees advise the employer of the identity of the representative;
- the employer must recognise the representative.
- (5) As soon as practicable after making its 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.
- (6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (8) 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 paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
- (9) In this term, a major change is **likely to have a significant effect on employees** if it results in:
- (a) the termination of the employment of employees; or
  - (b) major change to the composition, operation or size of the 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*

- (10) For a change referred to in paragraph (1)(b):

- (a) the employer must notify the relevant employees of the proposed change; and
  - (b) subclauses (11) to (15) apply.
- (11) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (12) If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - (b) the employee or employees advise the employer of the identity of the representative;
- the employer must recognise the representative.
- (13) As soon as practicable after proposing to introduce the change, the employer must:
- (a) discuss with the relevant employees the introduction of the change; and
  - (b) for the purposes of the discussion—provide to the relevant employees:
    - (i) all relevant information about the change, including the nature of the change; and
    - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
    - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
  - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (14) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (15) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- (16) In this term:
- relevant employees** means the employees who may be affected by a change referred to in subclause (1).

## APPENDIX E

Annulised Salary average factor 1.3740 Calculation

The average factor applied is 1.3740 originating from the 1997 EBA.  
The formula for paid hours per original 8 hour cycle of:



19 days + 2 RDO's per 28 days + shift penalties.

This calculation is broken down to

DAYS Worked

19 Days = 152 hours

2 RDO's = 16 hours

=168 hours

HOURS Paid

152 x normal

16 x OT

72 x 15%

24 x 50%

24 x 100%

= 230.8

= 230.8 / 168 = 1.3740

Average shift pay includes

1. Shift allowance at 15% of the base rate for afternoons and nights
2. Saturdays paid at 150% or 1.5
3. Sundays paid at 200% or x 2 base rate

These are all the current penalty rates as per the Manufacturing award.

**48. SIGNATORIES**



---

**Name:** Godfrey Moase  
**Position:** Director  
**United Workers Union**  
**833 Bourke Street, Docklands VIC 3008**

**DATE:** 13/11/2024



---

**Name:** Stacey Butler  
**Position:** Human Resources Manager  
**TAGHLEEF INDUSTRIES PTY. LTD.**  
**11 Moloney Drive, Wodonga, Victoria 3690**

**DATE:** 12/11/24