

EGO PHARMACEUTICALS
PTY LTD

ENTERPRISE AGREEMENT

2024

&

UNITED WORKERS UNION



TABLE OF CONTENTS

1. OPERATION OF AGREEMENT 4

2. WAGES..... 4

3. CLASSIFICATIONS..... 5

4. TIMES OF BEGINNING AND ENDING WORK 12

5. OVERTIME..... 12

6. NEW WEEKEND SHIFT ARRANGEMENTS..... 13

7. MEAL MONEY..... 14

8. TERMS OF EMPLOYMENT 14

9. TERMINATION OF EMPLOYMENT..... 15

10. PUBLIC HOLIDAYS..... 16

11. ANNUAL LEAVE AND LONG SERVICE LEAVE 17

12. PERSONAL/CARER’S LEAVE, COMPASSIONATE LEAVE AND FAMILY AND DOMESTIC VIOLENCE LEAVE 18

13. MEAL INTERVAL 22

14. PROTECTIVE CLOTHING..... 22

15. REST PERIOD 22

16. PAYMENT OF WAGES 22

17. FIRST AID KIT 23

18. WASHING FACILITIES AND HOT WATER 23

19. DINING FACILITIES AND LOCKERS 23

20. DRINKING WATER 23

21. SEATING ACCOMMODATION..... 23

22. MIXED FUNCTIONS..... 23

23. JURY SERVICE..... 23

24. BLOOD DONORS 24

25. NOTICE BOARD 24

26. FIRST AID OFFICER..... 24

27. ACCIDENT MAKE-UP PAY 24

28. PARENTAL LEAVE 25

29. INTRODUCTION OF CHANGE 25

30. REDUNDANCY 26

31. OCCUPATIONAL SUPERANNUATION..... 28

32. TRAINING OF STAFF REPRESENTATIVE 29

33. UNION DELEGATE..... 30

34. DISPUTE PROCEDURE 30

35. NO EXTRA CLAIMS 30

36. SHIFTWORK..... 31

37. COMMITMENT TO COLLECTIVE BARGAINING 31

38. JOB SECURITY..... 31

39.	INDIVIDUAL FLEXIBILITY ARRANGEMENTS	31
40.	PAID TIME TO ATTEND UNION MEETINGS	32
41.	PAYROLL DEDUCTION FACILITY.....	32
42.	FORKLIFT LICENCE	32
43.	SIGNATORIES.....	33

1. OPERATION OF AGREEMENT

1.1. Title

This Agreement is the Ego Pharmaceuticals Pty Ltd and United Workers Union Enterprise Agreement 2024.

1.2. Parties Bound

This Agreement shall be binding upon:

- (i) Ego Pharmaceuticals Pty Ltd (“Ego”), 21-31 Malcolm Road, Braeside, Victoria 3195 and 6 Oppenheim Way, Dandenong South, Victoria 3175 in respect of all employees who are engaged to perform work within the classifications contained in **Clause 3** of this Agreement, who are or are eligible to become members of the United Workers Union.
- (ii) The United Workers Union (“Union”), its officers and members.

1.3. Date of Operation

This Agreement shall operate seven days after approval by the Fair Work Commission and shall have a nominal expiry date of 30 June 2027.

1.4. Savings Provision

No employee shall as a consequence of the making of this Agreement undergo any loss of existing wages, conditions or benefits to which they were entitled prior to the date of this Agreement coming into operation.

1.5. Parent Award

This Agreement shall be read and interpreted wholly in conjunction with the *Pharmaceutical Industry Award 2020* (“Award”), provided that where there is an inconsistency between this Agreement and the Award, this Agreement shall take precedence to the extent of the inconsistency. However, the Award is not incorporated into this Agreement.

1.6. Relationship to the NES

This Agreement will be read and interpreted in conjunction with the National Employment Standards (“NES”) provided that where there are any inconsistencies between this Agreement and the NES, the beneficial provisions to an employee shall take precedence.

2. WAGES

2.1. Junior Employees

Junior employees shall be paid the percentages below of the respective appropriate wage rates prescribed for adult employees for the classification in which they are employed:

Age	Percentage
Under 17 years of age	50
At 17 years of age	60
At 18 years of age	80
At 19 years of age	100

- 2.2. The calculation of the above percentages shall be made to the nearest 5 cents, any broken part of 5 cents in the result not exceeding 2 cents to be disregarded.
- 2.3. Juniors shall be subject to the same number of hours per week as fixed for their respective sections.

2.4. Proportion of Juniors

One junior to every two or fraction of two workers receiving not less than the lowest adult wage rate.

2.5. Adult Wage Rates

An adult employee shall be paid not less than the rate of wages set out in the table for their classification.

Adult Wage Rates Table

	THE FOLLOWING RATES WILL APPLY FROM THE FIRST PAY PERIOD AFTER A MAJORITY VOTE IN FAVOUR OF THIS AGREEMENT AND INCLUDES THE 3.75% INCREASE AS PER THE 2024 NATIONAL WAGE CASE:	
	Per Week (fulltime)	Per Hour
Grade 1 on commencement	\$1,399.33	\$38.8704
Grade 1 after 6 months	\$1,424.64	\$39.5732
Grade 1 after 12 months	\$1,449.49	\$40.2635
Grade 2	\$1,499.19	\$41.6443
Grade 3	\$1,532.93	\$42.5813
Grade 3.1	\$1,565.32	\$43.4811
Grade 3.2	\$1,580.86	\$43.9127
Grade 4	\$1,588.40	\$44.1222

- 2.6. Future wage increases will be in accordance with the percentage increase determined by the Fair Work Commission as part of the National Wage Case for each year from the first full pay period after 1 July up to the nominal expiry date of this Agreement.
- 2.7. Progression for Grade 1 will occur six months and 12 months after commencement, for employees who are employed after the commencement of this Agreement.
- 2.8. It is agreed that Grade 3.2 will be phased out and no new Grade 3.2 Manufacturing/Production Operators employees will be appointed. Employees who are at Grade 3.2 as at 27 November 2017 will continue to receive the pay increases contained in this Agreement.
- 2.9. Existing employees who are Grade 3.1 in Manufacturing/Production will maintain this status and continue to receive the pay increases contained in this Agreement while performing work at that classification.
- 2.10. It is agreed that Grade 3.1 and 3.2 for Warehouse/Distribution Storeworker will be phased out and no new Grade 3.1 or 3.2 employees will be appointed. Employees who are at Grade 3.1 or 3.2 as at 27 November 2017 will continue to receive the pay increases contained in this Agreement.

3. CLASSIFICATIONS

- 3.1. All employees shall be assigned a classification in accordance with the job definition set out below:

3.1.1 **Warehouse/Distribution Storeworker Grade 1**

Points of Entry:

New Employee.

Definition:

An employee who works under direct supervision and receives detailed instructions.

Skills/Duties:

- Responsible for the quality of their own work.
- Works in a team environment.
- Undertakes duties in a safe and responsible manner.
- Exercises discretion within their level of skills and training.
- Possesses basic interpersonal, numeracy and communication skills.
- Indicative of the tasks which an employee at this level may perform are the following:
 - Storing and packing of goods and materials in accordance with appropriate procedures and/or regulations.
 - Preparation and receipt of appropriate documentation including liaison with suppliers.
 - Allocating and retrieving goods from specific warehouse areas.
 - Basic VDU operation for inquiry purposes and other data processing systems.
 - Periodic housekeeping and stock-checks.
 - Operation of all appropriate material handling equipment.

Promotional Criteria:

An employee remains at this level until they are capable of effectively performing through assessment or appropriate certification the tasks required of this function so as to enable them to progress to the next level as a position becomes available.

3.1.2 **Warehouse/Distribution Storeworker Grade 2**

Points of Entry:

Storeworker Grade 1; and/or

Proven and demonstrated skills (including as appropriate, appropriate certification) to the level required of this grade.

Definition:

An employee working under routine supervision.

Skills/Duties:

- Able to work from instructions and procedures.
- Able to co-ordinate work in a team environment under routine supervision.
- Responsible for the quality of their own work.
- Possesses sound interpersonal, numeracy and communication skills.
- Indicative of the tasks which an employee at this level may perform are the following:
 - Operation of all appropriate materials handling equipment.
 - Use of tools and equipment within the warehouse (basic non-trades maintenance).
 - VDU operation (including input/data processing systems).

Promotional Criteria:

An employee remains at this level until they are capable of effectively performing through assessment or appropriate certification the tasks required of this function so as to enable them to progress to the next level as a position becomes available.

3.1.3 Warehouse/Distribution Storeworker Grade 3

Points of Entry:

Storeworker Grade 2; and/or

Proven and demonstrated skills (including as appropriate, appropriate certification) to the level required of this grade.

Definition:

An employee working under limited supervision.

Skills/Duties

- Undertakes and is responsible for quality control standards (subject to limited supervision).
- Possesses an advanced level of interpersonal and communication skills.
- Competent keyboard skills.
- Sound working knowledge of all warehouse/stores duties performed at levels below this grade, exercises discretion within scope of this grade.
- May perform work requiring minimal supervision whether individually or in a team environment.
- Indicative of the tasks which an employee at this level may perform are the following:
 - Use of VDU for purposes such as maintenance of a deposit storage system, information input/data retrieval, etc.
 - Operation of all materials handling equipment under licence.

- Development and refinement of store layout including proper location of goods and their receipt and despatch.
- Responsible for the supervision and conduct of the work of up to ten employees.

Promotional Criteria:

An employee remains at this level until they are capable of effectively performing through assessment or appropriate certification the tasks required of this function so as to enable them to progress to the next level as a position becomes available.

3.1.4 Warehouse/Distribution Storeworker Grade 4

Points of Entry:

Storeworker Grade 3; and/or

Proven and demonstrated skills to the level required of this grade.

Definition:

An employee who has substantial relevant knowledge of their employer's business.

Skills/Duties:

- Implements quality control techniques and procedures.
- Understands and is responsible for a warehouse or large section of a warehouse.
- Highly developed level of interpersonal and communication skills.
- Ability to supervise and provide direction and guidance to other employees including the ability to assist in the provision of on-the-job training, induction, employee selection, disciplinary procedures and safety.
- Exercises discretion within the scope of this grade.
- Exercises skills attained through the successful completion of an appropriate warehousing certificate and must be competent to perform one or more of the following tasks:
 - Liaising with management, suppliers and customers and interrelated departments with respect to stores operations.
 - Detailing and coordinating activities of other storeworkers; responsible for the supervision and conduct of work of in excess of ten employees.
 - Maintaining control registers including inventory control and being responsible for the preparation and reconciliation of regular reports on stock movement, despatches, etc.

3.1.5 Manufacturing/Production Worker Grade 1

Points of Entry:

New Employee.

Definition:

An employee who works under direct supervision and receives detailed instructions.

Skills/Duties:

- Responsible for the quality of their own work.
- Works in a team environment.
- Undertakes duties in a safe and responsible manner.
- Exercises discretion within their level of skills and training.
- Possesses basic interpersonal, communication and numeracy skills.
- Indicative of the tasks which an employee at this level may perform are the following:
 - Basic packaging operations either manually or with assistance of power-operated machinery.
 - Correcting packaging components and minor feed problems.
 - Loading/unloading components and product on lines.
 - Engaged in cleaning machinery or in the capacity of floorpersons or cleaners.
 - Manufacturing product and/or operating plant.
 - Basic VDU operation for inquiry purposes and data processing system.

Promotional Criteria:

An employee remains at this level until they are capable of effectively performing through assessment or appropriate certification the tasks required of this function so as to enable them to progress to the next level as a position becomes available.

3.1.6 Manufacturing/Production Worker Grade 2

Points of Entry:

Manufacturing/Production Grade 1; and/or

Proven and demonstrated skills to the level required of this grade.

Definition:

An employee working under routine supervision.

Skills/Duties:

- Able to work from instructions and procedures.
- Responsible for quality of their own work.
- Possesses sound interpersonal, communication and numeracy skills.
- Indicative of the tasks which an employee at this level may perform are the following:
 - Operating and basic setting of a range of packaging machinery.
 - Operating and basic setting tablet, capsule, liquids, powders, filling, etc. machinery.
 - Operating plant or manufacture of product.
 - Use of tools and equipment related to duties.
 - VDU operation (including input/data processing system).
 - Responsible for raw material, product in process or finished packed stock sampling, and related recording, checking and quarantine release procedures.

Promotional Criteria:

An employee remains at this level until they are capable of effectively performing through assessment or appropriate certification the tasks required of this function so as to enable them to progress to the next level as a position becomes available.

3.1.7 Manufacturing/Production Worker Grade 3

Points of Entry:

Manufacturing/Production Grade 2; and/or

Proven and demonstrated skills (including as appropriate, appropriate certification) to the level required of this grade.

Definition:

An employee working under routine supervision.

Skills/Duties:

- Understands and is responsible for quality control standards (subject to limited supervision).
- Possesses an advanced level of interpersonal and communication skills.
- Sound working knowledge of all manufacturing/production duties performed at levels below this grade, exercises discretion within scope of the grade.
- Must be competent to perform one or more tasks/duties as described for Manufacturing/Production Grade 2 at an advanced level.
- Indicative of the tasks which an employee at this level may perform are the following:
 - Enforcing Good Manufacturing Practices (GMPs) and adhering to Standard Operating Procedures (SOPs).
 - Checking job onto line, checking materials, products, procedures and workplace housekeeping, etc.
 - Responsible for the supervision and conduct of the work of up to ten employees.

Promotional Criteria:

An employee remains at this level until they are capable of effectively performing through assessment or appropriate certification the tasks required of this function so as to enable them to progress to the next level as a position becomes available.

3.1.8 Manufacturing/Production Worker Grade 3.1

Points of Entry:

Manufacturing/Production Grade 3; and/or

Proven and demonstrated skills (including as appropriate, appropriate certification) to the level required of this grade.

Definition:

An employee who has substantial relevant knowledge of their employer's business.

Skills/Duties:

- As per Manufacturing/Production Grade 3, with additional responsibilities or technical skills, such as:

- Is 2IC and performs duties of more senior supervisor in their absence or as required
- Has demonstrable high level technical knowledge across multiple areas
- Has exceptional technical knowledge above Grade 3 and trains and mentors other staff to develop further skills.

Promotional Criteria:

An employee remains at this level until they are capable of effectively performing through assessment or appropriate certification the tasks required of this function so as to enable them to progress to the next level as a position becomes available.

3.1.9 Manufacturing/Production Worker Grade 4

Points of Entry:

Manufacturing/Production Grade 3.1, and/or

Proven and demonstrated skills (including as appropriate, appropriate certification) to the level required of this grade.

Definition:

An employee who has substantial relevant knowledge of their employer's business.

Skills/Duties:

- Implements quality control techniques and procedures.
- Understands and is responsible for supervising all work procedures for a specific manufacturing or production unit or associated function.
- Highly developed level of interpersonal and communication skills.
- Supervises and provides direction and guidance to other employees and assists in the provision of on-the-job training, induction, employee selection, safety and disciplinary procedures.
- Exercises discretion within the scope of this grade.
- Indicative of the tasks which an employee at this level may perform are the following:
 - Liaising with management, suppliers and interrelated departments with respect to manufacturing or production operations as appropriate.
 - Detailing and co-ordinating activities of other employees; responsible for the supervision and conduct of work of in excess of ten employees.
 - Production planning.
 - Maintaining control of information related to raw materials, product-in-process, packaging materials, finished product or packed stock and responsible for the preparation of regular reports related to their units.

3.2. Subject to levels of skill, competency and training, an employee may be required to perform duties consistent with the classification structure of this Agreement provided that such duties are not designed to promote deskilling.

3.2.1. An employee may be required to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.

3.2.2. Where Ego contemplates moving an employee out of his or her usual work area they shall consult with the workplace employee representative prior to implementing the move.

3.2.3. Subject to agreement, employees are to undertake training for the wider range of

duties and for access to higher classifications.

The parties will not create barriers to advancement of employees within the Agreement structure or through access to training.

4. TIMES OF BEGINNING AND ENDING WORK

- 4.1. The ordinary hours of work shall be worked continuously except for meal and rest breaks, Monday to Friday inclusive.
 - 4.1.1. The spread of ordinary hours for day shift shall be between the hours of 6:00am and 6:00pm.
 - 4.1.2. The ordinary hours for afternoon shift shall mean any shift starting after 1:00pm and finishing at or before 1:00am.
 - 4.1.3. The ordinary hours for night shift shall mean any shift starting after 9:00pm and finishing at or before 9:00am.
 - 4.1.4. Shift hours are as defined in clause 36. Afternoon shift and Night shift hours outside the normal hours, but within the spread, may be worked at the beginning and end of shifts for special circumstances, for example training, meetings and for duties involved in the opening and closing of the operation.
 - 4.1.5. Where there is a time make-up situation, the ordinary hours for an individual employee may exceed the limit in **sub-clause 4.2** for any one day/shift, by agreement between Ego and employee concerned.
- 4.2. The ordinary hours of work for full time employees shall be 36 hours per week, which shall be averaged over two weeks, and shall not exceed eight hours in any one day. The ordinary hours of work shall be worked as a nine day fortnight (nine days/shift of eight hours each).
- 4.3. The ordinary hours of work for part-time employees shall be less than 36 hours per week, which may be averaged over two weeks, and shall not exceed eight hours in any one day. Part time hours and days will be agreed in writing with individual employees.
- 4.4. By agreement with Ego, an employee can accrue their RDOs to be taken in a two or three day block (excluding on Saturday or Sunday), or as otherwise agreed. This would require the unanimous agreement of the relevant work group. Overtime rates will not be applicable in regard to the additional hours worked to accrue RDOs.
- 4.5. The days upon which ordinary hours can be worked may be extended to include Saturday and/or Sunday, but only in accordance with Clause 6 – New Weekend Shift Arrangements.

5. OVERTIME

- 5.1. The following rates based on one thirty-sixth of the weekly rate shall be paid for all work done:
 - 5.1.1. Outside the times of beginning and ending work in any one day – time and a half for the first two hours and double time thereafter.
 - 5.1.2. Within the times of beginning and ending work in excess of eight hours in any day – time and a half for the first two hours and double time thereafter.
 - 5.1.3. Saturday overtime – time and a half for the first two hours and double time thereafter with a minimum payment as for three hours work.
 - 5.1.4. Overtime on a rostered day off – time and a half for the first two hours and double time thereafter with a minimum payment as for three hours work.
 - 5.1.5. Overtime on Sunday – double time (excluding ordinary night shift hours).

5.2. Ego may require any employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirement. An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regards to:

5.2.1. any risk to employee health and safety;

5.2.2. the employee's personal circumstances including any family responsibilities;

5.2.3. the needs of the workplace or enterprise;

5.2.4. the notice (if any) given by Ego of the overtime and by the employee of his or her intention to refuse it; and

5.2.5. any other relevant matter.

6. NEW WEEKEND SHIFT ARRANGEMENTS

6.1. Should Ego move to a 6 day or 7 day operation it will only do so after consultation with employees in accordance with this Agreement.

6.1.1. Should Ego move to a 6 day or 7 day operation no employee will be required to work their ordinary hours on a weekend without their prior written consent. That is no employee will be required to change their ordinary hours unless they agree.

6.1.2. No employee will be made redundant in the event they do not agree to work ordinary hours on a weekend.

6.1.3. Employees performing ordinary hours on weekends under this clause will not be able to schedule RDO's on Saturdays or Sundays.

6.1.4. Under this Agreement:

6.1.4.1. Ego may employ employees to work weekend shift work; or

6.1.4.2. Existing employees may volunteer to work weekend shift work.

6.1.5. Weekend shift work is to be made up of existing employees who volunteer to do this shift, or new employees.

6.1.6. Employees who are employed prior to 27 November 2017 and who volunteer to work weekend shift work under this clause may, within 3 months of starting such work, elect to return to their previous shift and position. For the avoidance of doubt Ego will allow an employee who wishes to revert to their previous shift and position to do so within a fortnight of the election.

6.1.7. Hours of Work for New Weekend Shift Work

6.1.7.1. Work performed on this shift will be on Saturday and/or Sunday and will also include work on a day adjoining the weekend (Monday or Friday).

6.1.7.2. Weekend shift work will be performed on a shift work pattern consistent with Ego weekday operations (expected to be 8 ordinary hours per day or such other shift arrangements determined after consultation and agreement with a majority of employees working the Weekend Shift).

6.1.7.3. Weekend shift arrangements under this clause can be altered by written agreement between Ego and an individual employee to provide flexibility for such matters as an individual employee's carer responsibilities or religious practice.

6.1.8. Payment for Weekend Shift work

6.1.8.1. Employees working weekend shift work will be paid the following rates for time worked:

- (a) Weekday work or personal leave = 100%
- (b) Saturday work = 150%
- (c) Sunday work = 150%

6.1.8.2. Employees working weekend shift work who also work afternoon shift or night shift will also be paid the shift work allowances as contained in Clause 36(Weekend Afternoon shift will be paid at 165% of base rates & Weekend Night Shift will be paid at 180% of base rates in Clause 2).

6.1.9. Ego will review weekend shift work arrangements with affected employees (and their representatives) approximately 6 months after the commencement of any such arrangement.

6.1.10. Where the terms of this clause are inconsistent with any other provisions of this Agreement the terms of this clause shall apply to the extent of any inconsistency.

7. MEAL MONEY

An employee required to work overtime for any period in excess of one and a half hours after the usual hour of ceasing duty or after 5:45pm (day shift workers only), whichever is the earlier, shall be paid a meal money allowance of \$17.92 for each meal.

The meal allowance will be indexed annually in accordance with the percentage increases that apply to wages in this Agreement.

Provided that when any employee is notified the previous day of the intention to work overtime and overtime is not worked they shall be entitled to the meal allowance.

8. TERMS OF EMPLOYMENT

8.1. Full-time Employment

All employees (other than casuals) shall be engaged by the week and shall be paid fortnightly. All times of absence from work shall be deducted from the employee's wages, except absence on approved paid leave.

8.1.1. Notwithstanding the provisions of **sub-clause 8.1**, Ego may deduct payment for any time during which the employee cannot be usefully employed because of any strike, or any other cause for which Ego cannot reasonably be held responsible; but any such employee shall be entitled to payment for any of the holidays named in **Clause 11** or which occur during such period.

8.1.2. Where an employee is stood down under the provisions of **sub-clause 8.1.1**, the time lost to the employee shall not affect the continuity of employment.

8.2. Casual Employment

A casual employee is one engaged and paid as such. A casual employee for working ordinary time shall be paid per hour one thirty-sixth of the weekly rate prescribed by this Agreement for the work which he or she performs, plus 25%.

8.3. Part-time Employment

Notwithstanding the provisions of **sub-clause 8.1**, employees may be employed on a part-time basis. Such employees for working ordinary time shall be paid pro-rata the

rates and conditions prescribed by this Agreement according to the number of hours worked. Such a part-time employee shall be entitled to pro-rata payment for any of the holidays named in **Clause 11** which occur during such period.

8.4. Seasonal Employment

A seasonal employee is one engaged as such for a minimum period of four weeks and a maximum period of 12 weeks and is paid as and shall receive benefits as a weekly paid employee. A seasonal worker shall be entitled to pro-rata payment for any of the holidays named in **Clause 11** which occur during such period.

8.4.1. A 10% seasonal allowance loading shall be paid on all monies earned by the employee on the termination of such seasonal employment.

8.4.2. If employment continues after the agreed seasonal period, the employee shall become a normal weekly employee and shall then cease to accrue the seasonal allowance loading.

8.5. Indirect Engagement

Indirectly employed employees and other labour such as casual and non-permanent labour will be employed on the same terms and conditions, including the appropriate loadings contained in this Agreement, as permanent employees. Ego will notify any employer of such indirect labour of the correct rate of pay for such employees.

9. TERMINATION OF EMPLOYMENT

9.1. Notice of Termination by Ego

9.1.1. In order to terminate the employment of an employee, excluding a casual, Ego shall give to the employee the following notice:

Period of continuous service	Period of notice
Less than 1 year	1 week
1 year but less than 3 years	2 weeks
3 years but less than 5 years	3 weeks
5 years and over	4 weeks

9.1.2. In addition to the notice in **sub-clause 9.1.1**, employees over 45 years of age at the time of the giving of notice with not less than two years continuous service, shall be entitled to an additional week's notice.

9.1.3. Payment in lieu of the notice prescribed in **sub-clause 9.1.1**, and/or **9.1.2** shall be made if the appropriate notice period is not given. Employment may be terminated by part of the period of notice specified and part payment in lieu.

9.1.4. In calculating payment in lieu of notice the wages an employee would have received in respect of the ordinary time he/she would have worked during the period of notice had his/her employment not been terminated shall be used.

9.1.5. The period of notice in this clause shall not apply in the case of dismissal for conduct that justifies instant dismissal nor shall it apply in the case of casual employees or employees engaged for a specific period of time or for a specific task or tasks.

9.2. Notice of Termination by Employee

The notice of termination to be given by an employee shall be the same as that required of Ego, except that there shall be no additional notice based on the age of the employee concerned.

If an employee fails to give notice Ego shall have the right to withhold monies due to the employee with a maximum amount equal to the ordinary time rate of pay for the period of notice.

9.3. Time Off during Notice Period

Where Ego has given notice of termination to an employee, the employee, except a casual, part-time, task specific or fixed term and seasonal employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that is convenient to the employee in consultation with Ego.

9.4. Statement of Employment

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

9.5. Instant or Summary Dismissal

Notwithstanding the provisions of **sub-clause 9.1.1 or 9.1.2**, Ego shall have the right to dismiss any employee without notice for conduct that justifies instant dismissal, including inefficiency or neglect of duty, dishonesty, misconduct or absence from work without reasonable cause, and in such cases the wages shall be paid up to the time of dismissal only.

10. PUBLIC HOLIDAYS

10.1. All weekly employees shall be entitled to the following holidays without deduction of pay:

- (a) New Year's Day, Australia Day, Union Picnic Day, Labour Day, Good Friday, Easter Monday, Easter Saturday, Easter Sunday, Anzac Day, King's Birthday, Friday before the AFL Grand Final, Melbourne Cup Day, Christmas Day, and Boxing Day; and
- (b) Any day or part day proclaimed by Parliament to be a public holiday.

10.2. All work performed on the holidays set out in **sub-clause 10.1** save and except for Union Picnic Day shall be paid at the rate of double time and a half.

10.3. Union Picnic Day Holiday is taken as the first working day after Boxing Day.

11. ANNUAL LEAVE AND LONG SERVICE LEAVE

11.1. Annual Holidays

- 11.1.1. Except as otherwise provided in this Agreement, employees, excluding casuals, shall become entitled to an annual holiday of four weeks on ordinary pay plus annual leave loading in accordance with **subclause 11.2**. Annual leave accrues progressively every four weeks during a year of service according to the employee's ordinary hours of work calculated according to the nominal hours worked, and accumulates from year to year.
- 11.1.2. The annual holiday leave loading prescribed in this sub-clause excludes casuals, and shall not be applicable to proportionate leave on termination of employment.
- 11.1.3. The annual holiday leave shall be given and taken as directed by Ego on the following basis:
- in one continuous period of four weeks; or
 - in two separate periods, one of which shall be of at least three weeks' duration;
 - in other periods as agreed between Ego and the employee.
- 11.1.4. The annual holiday notice is to be given by Ego and shall be taken by the employee before the expiration of a period of six months after the date upon which the right to such holiday accrues.
- 11.1.5. Either party shall give at least four weeks' written notice of the date from which his/her annual holiday shall be taken and the number of days of annual holiday required.
- 11.1.6. The employee may nominate before the commencement of the annual holiday to receive his/her pay during the period on normal pay periods or for the entire period at its commencement.
- 11.1.7. Where the annual holiday or any part thereof has been taken before the right to the annual holiday leave has accrued the right to a further annual holiday shall not commence to accrue until after the expiration of the year of employment in respect of which the annual holiday or part has been so taken.
- 11.1.8. Where any declared public holiday for which the employee is entitled to payment under this Agreement occurs during any period of an annual holiday taken by an employee under this sub-clause, the period of the holiday shall be increased by one day in respect of the public holiday.
- 11.1.9. For the purposes of this clause "ordinary pay" means the base rate of pay as contained in clause 2.

11.2. Annual leave loading (including transitional arrangements)

- 11.2.1. Employees are entitled to an annual leave loading payment of either:
- 11.2.1.1. 17.5% for day and afternoon workers; or
 - 11.2.1.2. 30% for employees who work permanent night shift or permanently works a shift arrangement where ordinary hours include a weekend (Saturday and/or Sunday)

11.3. Cashing out of annual leave

- 11.3.1. Ego and an employee may mutually agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.

11.3.2. An agreement under sub clause 11.3.1 must state:

11.3.2.1. The amount of leave to be cashed out and the payment to be made to the employee for it; and

11.3.2.2. The date on which the payment is to be made.

11.3.3. An agreement to cash out leave must be signed by an authorized representative of Ego and the employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

11.3.4. The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.

11.3.5. After cashing out annual leave the employee must have at least 4 weeks of accrued annual leave remaining.

11.4. Employees to take at least 2 weeks annual leave each year

Ego encourages staff to take leave to ensure they have reasonable time for rest and relaxation. If an employee has in excess of 8 weeks annual leave accrued (and has not taken at least 2 weeks annual leave in the previous 12 month period), Ego and the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.

11.4.1. If Ego and the employee are unable to reach agreement under sub clause 11.4.1, Ego may direct the employee in writing to take one or more periods of paid annual leave with not less than 4 weeks' notice.

11.4.2. The employee must take paid annual leave in accordance with a direction under sub clause 11.4.1 that is in effect.

11.4.3. If an employee indicates they wish to accrue additional leave for a special purpose (eg: extended overseas trip) and such extended leave will be taken within 12 months, Ego will reconsider any direction given under this clause.

11.5. Long Service Leave

11.5.1. Long Service Leave is in accordance with the *Long Service Leave Act 2018* (Vic).

11.5.2. An employee with at least 7 years continuous service may apply to take long service leave.

12. PERSONAL/CARER'S LEAVE, COMPASSIONATE LEAVE AND FAMILY AND DOMESTIC VIOLENCE LEAVE

12.1. Paid personal/carer's leave applies to employees other than casual employees. Casual employees are entitled to unpaid personal/carer's leave.

Entitlement to paid personal/carer's leave

12.1.1. A full-time employee shall be entitled to leave of 10 days for each year of completed service, accrued progressively for the first year, based on ordinary working time (pro-rata for part-time). For each subsequent year, the year's accrual shall be allocated at the commencement of each anniversary year.

12.1.2. If an employee takes personal/carer's leave, Ego must pay the employee, for the period of the personal/carer's leave the employee's ordinary base rate of pay in Clause 2 for ordinary hours of work.

- 12.1.3.** If the full period of sick leave prescribed above is not taken in any year such portion as is not taken shall, provided the employee remains in the services of Ego, or any successor of Ego, be cumulative from year to year.

12.2. Taking paid personal/carer's leave

An employee may take paid personal/carer's leave if the leave is taken:

- 12.2.1.** because the employee is not fit for work because of a personal illness; or
- 12.2.2.** personal injury, affecting the employee; or
- 12.2.3.** to provide care or support to a member of the employee's immediate family or household, who requires care or support because of:
- i. A personal illness, or personal injury, affecting the member; or
 - ii. An unexpected emergency affecting the member.

In this clause the term "immediate family" means:

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

In this clause the term "de facto partner" 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.

In this clause "child" includes an adopted child, step child or ex-nuptial child.

12.3. Public Holidays

If the period during which an employee takes paid personal/carer's leave includes a day that is a public holiday, the employee is taken not to be on paid personal/carer's leave on that public holiday.

12.4. Unpaid Carer's Leave

12.4.1. Entitlement

An employee, including a casual employee, is entitled to up to two days of unpaid carer's leave for each occasion (a permissible occasion) when a member of the employee's immediate family or household requires care or support because of:

- i. a personal illness, or personal injury, affecting the member; or
- ii. an unexpected emergency affecting the member.

12.4.2. Taking Unpaid Carer's Leave

An employee may take unpaid carer's leave for a particular permissible occasion as a single continuous period of up to two days or any separate period to which the employee and Ego agree. An employee cannot take unpaid carer's leave if the employee could instead take paid personal/carer's leave.

12.5. Compassionate Leave

12.5.1. Paid leave entitlement

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

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

12.5.2. Taking compassionate leave

- i. An employee may take compassionate leave for a particular permissible occasion if the leave is taken to spend time with the member of the employee's immediate family or household who has contracted or developed a personal illness, or sustained a personal injury, or after the death of the member of the employee's immediate family or household.
- ii. An employee may take compassionate leave for a particular permissible occasion as a single continuous three day period, or two separate periods of one day each, or any separate periods to which the employee and Ego agree.
- iii. Where interstate or overseas travel by the employee is involved, consequent upon the death of any of the above relations, such employee shall, subject to satisfactory proof of relationship and death, be entitled to the provisions of this clause and up to a further six calendar days' leave of absence without pay.

12.5.3. Payment for compassionate leave

When an employee takes compassionate leave, Ego must pay the employee, for the period of the compassionate leave, the employee's ordinary base rate of pay in Clause 2 for ordinary hours of work.

12.5.4. Immediate Family or Household

In this clause the term immediate family or household has the same definition as contained in clause 12.2.

12.6. Notice and evidence requirements

12.6.1. Notice

An employee must give Ego notice of the taking of personal/carer's leave or compassionate leave. The notice must be given to Ego as soon as practicable (which may be a time after the leave has started) and must advise Ego of the expected period of the leave.

12.6.2. Evidence

An employee must, if required by Ego, give Ego evidence that would satisfy a reasonable person that:

- i. If it is paid personal (sick) leave, the leave is taken for the reason specified; and
 - Provided that in each case such employee produces or forwards within 48 hours of the commencement of such absence, evidence satisfactory to Ego that his or her non-attendance was due to personal ill health or accident necessitating such absence; and
 - Ego may agree to accept from the employee a statutory declaration as being satisfactory evidence of ill health or accident.
- ii. Notwithstanding the provisions of **sub-clause i** of this clause requiring employees to produce satisfactory evidence of ill health or accident, employees shall be allowed a maximum of two separate

days sick leave, without production of evidence, which shall not be consecutive ordinary working days in the first year, and a maximum of three days in the second and subsequent years of service;

- iii. If it is paid carer's leave, the leave is taken for the reason specified; and the employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned;
- iv. If it is unpaid carer's leave, the leave is taken for a permissible occasion; or
- v. If it is compassionate leave, the leave is taken for a permissible occasion.

12.6.3. Compliance

An employee is not entitled to leave unless the employee complies with the notice and evidence requirements.

12.7. Family and Domestic Violence Leave

12.7.1. Employees are entitled to family and domestic violence leave in accordance with the NES.

13. MEAL INTERVAL

No employee shall be required to work for a longer period than five and one half hours without an interval of at least half an hour for a meal.

14. PROTECTIVE CLOTHING

14.1. Waterproof boots and protective clothing shall be provided by Ego when employees are required to work in wet places. Protective clothing shall be provided and laundered for wet area employees only when employed in a room where powders are being mixed or processed or handled in bulk; when employed in the handling in bulk of acids or other materials injurious to clothing they shall be provided with overalls or dust coats – whichever is the most suitable.

14.2. Where the material being used by an employee in the process of manufacture comes in contact with and is injurious to footwear or when Ego requires the employee to wear protective footwear for safety reasons, suitable footwear shall be provided by Ego, and shall be worn by the employee, free of cost to the employee.

14.3. Sufficient protective clothing per year shall be supplied by Ego, free of cost to the employee.

14.4. Waterproof boots, protective clothing and overalls as provided in this clause shall remain the property of Ego.

14.5. Where an employee desires to wear safety footwear, not being a requirement under **sub-clause 14.2** above, Ego shall subsidise the cost of such safety footwear by 50%. The employee shall satisfy Ego when such safety footwear is in need of replacement and a further subsidy sought by the employee from Ego.

15. REST PERIOD

Two rest periods of fifteen minutes shall be allowed for employees, such periods are to count as time worked.

16. PAYMENT OF WAGES

16.1. Wages shall be paid by means of electronic funds transfer not later than Thursday in each fortnight.

16.2. Upon termination of employment wages due to an employee shall be paid on the next usual business day after such termination occurring by means of electronic funds transfer, unless agreed otherwise between Ego and employee.

17. FIRST AID KIT

A first aid kit which satisfies the requirements of the *Occupational Health and Safety Act 2004* (Vic) and relevant Compliance Code shall be provided and maintained by Ego.

18. WASHING FACILITIES AND HOT WATER

Suitable washing facilities including hot and cold water shall be available for the use of employees, together with hot water at meal times.

19. DINING FACILITIES AND LOCKERS

Suitable dining facilities and lockers shall be provided for the use of employees.

20. DRINKING WATER

Suitable chilled drinking water shall be available to all employees.

21. SEATING ACCOMMODATION

Employees shall be provided with suitable seating accommodation at their place of work, where practicable.

22. MIXED FUNCTIONS

22.1. Where a weekly employee is put to work temporarily at a classification higher than that under which he or she was engaged or deemed to be working, they shall be paid as follows:

22.1.1. Up to four hours on any one day, the rate prescribed for such higher classification with a minimum of four hours.

22.1.2. Over four hours on any one day, a full day's pay at the rate prescribed for such higher classification.

22.1.3. Over twenty hours in any one week, a full week's pay at the rate prescribed for such higher classification.

22.2. A weekly employee shall not suffer any reduction in wages during any week by reason of his/her having been put to work for a part of such week at a classification lower than that under which he/she was engaged or deemed to be working.

22.3. An Ego Supervisor or Manager must authorise an employee temporarily moving to the higher classification prior to the engagement.

23. JURY SERVICE

An employee on weekly hiring required to attend for jury service during ordinary hours shall be reimbursed by Ego an amount equal to the difference between the amount paid in respect of his/her attendance for such jury service and the amount of wage he/she would have received in respect of the ordinary time he/she would have worked had he/she not been on jury service.

An employee shall notify Ego as soon as possible of the date upon which he/she is required to attend for jury service. Further, the employee shall give Ego proof of his/her attendance, the duration of such attendance and the amount received in respect of such jury service.

24. BLOOD DONORS

A weekly employee who is absent during ordinary working hours for the purpose of donating blood shall not suffer any deduction of pay for a period of an absence subject to a maximum of four separate absences for the purpose of donating blood each calendar year.

Provided that such employee shall arrange for his/her absence to be on a day suitable to Ego and be as close as possible to the beginning or ending of his/her ordinary working hours.

Proof of the attendance of the employee at a recognised place for the purpose of donating blood shall first be furnished to the satisfaction of Ego. Further, the employee shall notify Ego as soon as possible of the time and date upon which he/she is requesting to be absent for the purpose of donating blood.

25. NOTICE BOARD

Ego shall provide the use of a notice board upon which notices duly authorised by an officer of the Union and relating to the operation of this Agreement or other matters related to the employment of the employees may be posted.

Any unauthorised notice posted on such board may be removed by an accredited Union representative or by Ego.

26. FIRST AID OFFICER

26.1. Ego shall appoint First Aid Officers as required by the First Aid Code of Compliance. Such certified employee shall be paid during the term of their appointment an allowance at the rate of \$20.54 per week.

26.2. The first aid allowance will be indexed annually in accordance with the percentage increases that apply to wages in this Agreement.

26.3. An employee on being requested by Ego to obtain First Aid Officer qualifications (St. John Ambulance standard or equivalent) shall, on attaining such qualifications, be reimbursed by Ego for the cost of approved books/manuals and other approved out-of-pocket expenses associated with attending the first aid course and any subsequent approved refresher courses.

27. ACCIDENT MAKE-UP PAY

27.1. Where a weekly employee becomes entitled to weekly compensation payments pursuant to the *Workplace Injury Rehabilitation and Compensation Act 2013* ("the Act"), Ego will pay to the employee an amount equivalent to the difference between:

27.1.1. the level of weekly compensation and any weekly wages earned or able to be earned if partially incapacitated; and

27.1.2. the amount that would have been payable under this Agreement if the employee had been performing their normal duties.

The amount payable will include regular overtime but exclude attendance bonus payments, shift premiums, fares and travelling allowance and special rates or other similar payments.

27.2. Accident make-up pay shall not apply:

27.2.1. in respect of any injury during the first five normal working days of incapacity;

- 27.2.2.** to any incapacity occurring during the first three weeks of employment unless such incapacity continues beyond the first three weeks;
 - 27.2.3.** where the employee fails to comply with the requirements of the Act with regard to examination by a legally qualified medical practitioner;
 - 27.2.4.** where the injury for which the employee is receiving weekly compensation payments is a pre-existing injury which work has contributed to by way of recurrence, aggravation, acceleration or deterioration and the employee failed to disclose the injury on engagement following a request to do so by Ego in circumstances where the employee knew or ought to have known about the nature of the injury;
 - 27.2.5.** where in accordance with the Act a medical practitioner provides information to Ego of an employee's fitness for work or specifies work for which the employee has a capacity and such work is made available by Ego but not commenced by an employee;
 - 27.2.6.** when the claim has been commuted as per the Act; or
 - 27.2.7.** in respect of any period of annual leave, or long service leave, or for any paid public holiday.
- 27.3.** Industrial diseases contracted by a gradual process or injuries subject to recurrence, aggravation or acceleration shall not be subject to the accident make-up pay unless the employee has been employed with Ego at the time of the incapacity for a minimum period of one month.
- 27.4.** The maximum period or aggregate of periods of accident make-up pay to be made by Ego shall be a total of 45 weeks for any one injury.
- 27.5.** Where an employee receives a weekly payment under this section and subsequently such payment is reduced pursuant to the Act, such reduction will not render Ego liable to increase the amount of accident pay in respect of that injury.
- 27.6.** Entitlement to accident make-up pay ceases on termination of the employee's employment, except where such termination:
- 27.6.1.** is by Ego other than for reason of the employee's serious misconduct and/or wilful misconduct; or
 - 27.6.2.** arises from a declaration of bankruptcy or liquidation of Ego, in which case the employee's entitlement in the absence of agreement shall be referred to the Fair Work Commission to determine.

28. PARENTAL LEAVE

Parental leave entitlement is in accordance with the NES.

29. INTRODUCTION OF CHANGE

29.1. Ego's Duty to Notify

- 29.1.1.** Where Ego has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, Ego shall notify the employees who may be affected by the proposed changes and the United Workers Union and any nominated employee representative.
- 29.1.2.** "Significant effects" include termination of several employees on a single occasion, major changes in the composition, operation or size of Ego'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 (except as otherwise provided for in this Agreement); the need for retraining due to the transfer of employees to other work locations and the restructuring of jobs. Provided that where the Agreement makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

29.2. Ego's Duty to Discuss Change

- 29.2.1.** Ego shall discuss with the employees affected and the workplace representative, the introduction of the changes referred to in **sub-clause 29.1**, the effects the changes are likely to have on employees and shall give prompt consideration to matters raised by the employees and/or the nominated employee representative, in relation to the changes.
- 29.2.2.** The discussions shall commence as early as practicable after a definite decision has been made by Ego to make the changes referred to in **sub-clause 29.1**.
- 29.2.3.** For the purpose of such discussion, Ego shall provide in writing to the employees concerned, and the union and any nominated employee representative, 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 Ego shall not be required to disclose confidential information the disclosure of which would be detrimental to Ego's interests.

29.3. Change to Regular Roster or Ordinary Hours of Work

This sub-clause applies if Ego proposes to introduce a change to the regular roster or ordinary hours of work of employees. "Relevant employees" means the employees who may be affected by the proposed change.

- 29.3.1.** Ego shall notify the relevant employees, and the relevant employees' nominated representative(s), of the proposed change.
- 29.3.2.** As soon as practicable after proposing to introduce the change, Ego shall discuss with the relevant employees the introduction of the change and, for the purposes of the discussion, provide to the relevant employees:
- all relevant information about the change, including the nature of the change;
 - information about what Ego reasonably believes will be the effects of the change on the relevant employees; and
 - information about any other matters that Ego reasonably believes are likely to affect the relevant employees.
- 29.3.3.** Ego shall 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) and shall give prompt and genuine consideration to matters raised about the change by the relevant employees.
- 29.3.4.** Ego is not required to disclose confidential or commercially sensitive information to the relevant employees.

30. REDUNDANCY

30.1. Discussions Before Termination

- 30.1.1.** Where Ego has made a definite decision that Ego 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 the decision may lead to termination of

employment, Ego shall hold discussions with the employee(s) directly affected and with the union.

The discussions shall take place as soon as is practicable after Ego has made a definite decision which will invoke the provisions of **sub-clause 30.1.1** and shall cover, *inter alia*, any reason for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations on the employee(s) concerned.

- 30.1.2.** For the purposes of the discussion Ego shall as soon as practicable, provide in writing to the employee(s) concerned and the union all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out. Provided that Ego shall not be required to disclose confidential information the disclosure of which would be detrimental to Ego's interests.

30.2. Transfer to Lower Paid Duties

Where an employee is transferred to lower paid duties for reasons set out in **sub-clause 30.1.1** the employee shall be entitled to the same period of notice of transfer as he or she would have been entitled to if his or her employment had been terminated, and Ego may at its option, make payment in lieu thereof of any amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rates for the number of weeks of notice still owing.

30.3. Severance Pay

- Four weeks' notice, with additional two weeks for those over 45 years of age.
- Four weeks' pay for each year of service or part thereof, up to a maximum payment of 52 weeks.
- Payout of all accumulated unused sick pay.
- Pro-rata long-service leave for those with five years or more service.
- Pro-rata annual leave loading plus all annual leave entitlements, not already provided for in this Agreement.

30.4. Statement of Service

A written statement giving the reason for service being terminated and the period of service will be issued to all affected employees. A written reference will also be issued for those employees.

30.5. Employee Leaving During Notice

An employee whose employment is terminated for reasons set out in **sub-clause 30.1.1** may terminate his or her employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had he or she remained with Ego until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

30.6. Alternative Employment

Ego, in a particular redundancy case, may make application to the Fair Work Commission to have the general severance pay prescription varied if Ego obtains acceptable alternative employment for an employee.

30.7. Time Off During Notice Period

- 30.7.1.** During the period of notice of termination given by Ego 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.

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 Ego, be required to produce proof of attendance at an interview or he or she shall not receive payment for the time absent.

30.7.2. For this purpose a statutory declaration will be sufficient.

30.8. Transfer of Business

30.8.1. Where the business is before, on or after the date of this Agreement, transferred from Ego (in this sub-clause called "the old employer") to another employer (in this sub-clause called "the new employer") and an employee who at the time of such transmission was an employee of the old employer in that business becomes an employee of the new employer:

- i. the continuity of the employment of the employee shall be deemed not to have been broken by reasons of such transfer; and
- ii. the period of employment which the employee has had with the old employer or any prior old employer shall be deemed to be service of the employee with the new employer.

30.8.2. In this sub-clause "business" includes trade, process, business or occupation and includes part of any such business and "transfer" includes conveyance, assignment or succession whether by agreement or by operation of law and "transferred" has a corresponding meaning.

30.9. Employees with Less Than One Year's Service

This clause shall not apply to employees with less than one year's continuous service.

30.10. Employees Exempted

This clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including neglect of duty, dishonesty, misconduct or absence from work without reasonable cause, nor shall it apply in the case of casual employees or employees engaged for a specific period of time or for a specific task or tasks.

30.11. Incapacity to Pay

Ego, in a particular redundancy case, may make application to the Fair Work Commission to have the general severance pay prescription varied on the basis of Ego's incapacity to pay.

31. OCCUPATIONAL SUPERANNUATION

31.1. Definitions

31.1.1. "Fund":
In this clause all references to "Fund" shall mean a superannuation fund which complies with the relevant superannuation legislation and regulations, and any other relevant Government requirements.

31.1.2. "Ordinary Time Earnings":
In this clause the term "Ordinary Time Earnings" shall include the classification rate, shift work premiums, service grants and any penalties where such penalties are part of the employee's normal earnings, excluding overtime, travel, meals, or annual leave loading.

31.2. Ego Contributions

In addition to other payments provided for under this Agreement, Ego shall make a superannuation contribution to a Fund on behalf of the employee, of an amount required under the Superannuation Guarantee on Ordinary Time Earnings.

Payments shall be made every four weeks or on a monthly basis and cover pay periods completed in that time.

31.3. Ego's Contributions During Leave Without Pay

Where an employee is absent on leave without pay – whether or not such leave is approved – no contribution from Ego shall be due in respect of that employee during and in respect of the period of unpaid absence. Ego shall continue to make contributions on behalf of any employee who is on WorkCover provided they are receiving accident make-up pay.

31.4. Employee Contributions

Employees who may wish to make contributions to a Fund additional to those being paid by Ego pursuant to **sub-clause 31.2** shall be entitled to authorise in writing Ego to pay into a Fund from the employee's wages amounts specified by the employee. Employee contributions to the Fund requested under this sub-clause shall be made in accordance with the rules of the Fund.

31.5. Cessation of Contributions

The obligation of Ego to contribute to a Fund in respect of an employee shall cease on the last day of such employee's employment with Ego.

31.6. Right to Choose

Employees have the right to choose a Fund. If employees do not make a choice, contributions will be made into a Fund nominated by Ego.

32. TRAINING OF STAFF REPRESENTATIVE

- 32.1.** A union delegate or workplace employee representative with more than six months continuous service, with approval of the union and upon application in writing may be granted up to five days leave with pay each calendar year, non-cumulative, to attend courses which are designed to promote good industrial relations and industrial efficiency within the industry.
- 32.2.** Provided that no more than two employees may each be granted leave in each calendar year.
- 32.3.** The granting of leave, pursuant to this sub-clause, shall be subject to the employee 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 Ego. The application to Ego must include the nature, content and duration of the course to be attended.
- 32.4.** The granting of leave pursuant to this clause shall be subject to Ego being able to make adequate staffing arrangements amongst current employees during the period of such leave. Ego shall not use this sub-clause to avoid an obligation under this clause.
- 32.5.** A leave of absence granted pursuant to this sub-clause shall count as service for all purposes of this Agreement.
- 32.6.** Each employee on leave approved in accordance with this sub-clause, shall be paid all ordinary time earnings. For the purpose of this sub-clause "ordinary time earnings" for an employee means the classification rate, payment, superannuation and shift loading which otherwise would have been payable.

- 32.7. 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.
- 32.8. An employee may be required to satisfy Ego of attendance at the course to qualify for payment of leave, unless the employee would otherwise have been entitled to payment under this Agreement.
- 32.9. An employee granted leave pursuant to this clause shall, upon request, inform Ego of the nature of the course attended and their observations on it.
- 32.10. In the event a scheduled rostered day off falls within a period of leave approved pursuant to this clause, no alternative day off shall be substituted in lieu.
- 32.11. In the event of a disagreement arising from the outcome of this clause, the matter may be referred to the Fair Work Commission.

33. UNION DELEGATE

- 33.1. Employees elected as union delegates shall upon notification to Ego be recognised as the accredited representatives of the Union and shall be allowed reasonable time during working hours to interview Ego's representatives on matters affecting employees whom he/she represents.
- 33.2. Union Delegates are entitled to any additional rights as contained in clause 26A of the Award, and nothing in this Agreement is intended to exclude those rights. Where there is an inconsistency between the Agreement and clause 26A of the Award, the term more beneficial to the Union Delegate will prevail.

34. DISPUTE PROCEDURE

The following procedures shall be observed for handling grievances and settling disputes including a claim that the Agreement, the NES, including subsections 65(5) or 76(4), or a general protection (not involving dismissal) has been breached.

- 34.1. Wherever possible issues in dispute or grievances will be resolved between the employee or employees and Ego management at the premises of Ego.
- 34.2. When required, the shop steward and the relevant manager will assist in the resolving of the dispute.
- 34.3. Should the issues remain unresolved, the appropriate union official and company representative will then become involved.
- 34.4. If the matter still cannot be resolved, it may be referred to the Fair Work Commission by either party to assist through conciliation and/or arbitration.
- 34.5. Without prejudice to either party, work shall continue in accordance with this Agreement whilst the matters in dispute are being dealt with and the *status quo* shall prevail.
- 34.6. A nominated employee representative may be involved in any of the above steps.

35. NO EXTRA CLAIMS

- 35.1. Up to the nominal expiry date of this Agreement, all parties to this Agreement will not pursue any extra claims relating to wages or changes to conditions of employment or any matters related to the employment of the employees, whether dealt with in this Agreement or not;
- 35.2. Up to the nominal expiry date, this Agreement covers all matters or claims which could otherwise be the subject of protected action under the *Fair Work Act 2009* (Cth); and
- 35.3. Up to the nominal expiry date of this Agreement, the union and the employees will not

engage in protected action under the *Fair Work Act 2009* (Cth).

36. SHIFTWORK

36.1. The afternoon shift shall mean a shift finishing after 6.00pm and at or before midnight.

36.2. The night shift shall mean a shift finishing after midnight and at or before 8.00am.

36.3. Afternoon and night shift allowances:

36.3.1. An employee who works on afternoon shift must be paid 15% extra on the ordinary hours for the shift.

36.3.2. An employee who works on night shift must be paid 30% extra on the ordinary hours for the shift.

36.4. A night shift commencing on a Sunday evening will be paid at the night shift rate (30%) and not at Sunday rates.

36.5. Should Ego move to a 6 day or 7 day operation, as per clause 6, a night shift commencing on a Friday evening will be paid at the applicable Saturday rate plus night shift allowance.

37. COMMITMENT TO COLLECTIVE BARGAINING

Ego will not employ persons covered by this Agreement under the terms of an individual contract, except where provided for under this Agreement.

38. JOB SECURITY

38.1. In order to enhance job security, Ego is committed to using permanent employees where possible at the enterprise.

38.2. Overtime will be offered first to permanent employees in preference to utilising casual or labour hire workers. The offering of overtime to a particular employee will be dependent on whether that employee is trained and skilled in the specific areas or tasks required to be performed.

38.3. Notwithstanding **sub-clause 38.2**, Casuals may be employed to assess their suitability for permanent employment or to address short-term business needs.

39. INDIVIDUAL FLEXIBILITY ARRANGEMENTS

Subject to the provisions of the NES, Ego and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of the terms of this Agreement if the arrangement deals with one or more of the following matters:

- Salary sacrificing
- Advance payment of Annual Leave
- First aid allowance
- Travel allowance
- Clothing allowance
- Allowances
- Leave loading
- RDOs; and

the arrangement meets the genuine needs of Ego and the employee in relation to one or more of the matters mentioned above and the arrangement is genuinely agreed to by Ego and the employee.

39.1. An agreement made under this clause will be made for a period not exceeding 12 months' duration and any individual flexibility arrangement sought beyond the expiry date will be subject to a further written agreement.

39.2. Ego must ensure that the terms of the individual flexibility arrangement:

- are about permitted matters under section 172 of the *Fair Work Act 2009* (Cth); and
- are not unlawful terms under section 194 of the *Fair Work Act 2009* (Cth); and
- result in the employee being better off overall than the employee would be if no arrangement was made.

39.3. Ego will ensure that the individual flexibility arrangement agreement is in writing; and

- includes the name of Ego and the employee; and
 - is signed by Ego and the employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- includes details of:
- the terms of the Agreement that will be varied by the arrangement; and
 - how the arrangement will vary the effect of the terms; and
 - 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
 - states the day on which the arrangement commences.

39.4. Ego must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

39.5. Ego or the employee may terminate the individual flexibility arrangement by giving no more than 28 days written notice to the other party to the arrangement; or if Ego and the employee agree in writing – at any time.

40. PAID TIME TO ATTEND UNION MEETINGS

Employees will be granted up to four hours annual paid time to attend Union meetings on site. The time is shared equally. At any meeting half the time will be paid time, with half the time in the employee's own time, to a maximum of four hours of paid time each year.

41. PAYROLL DEDUCTION FACILITY

Deductions can be made from the employee's fortnightly pay for standard deductions such as Additional Superannuation, Membership Fees, Child Support and Extra Taxation, provided that there is no additional cost to Ego. The employee must put their request in writing using the appropriate payroll forms available to all employees..

42. FORKLIFT LICENCE

Ego will provide for payment of forklift licence renewals, for employees required to operate a forklift.

43. SIGNATORIES

FOR EGO PHARMACEUTICALS PTY LTD

Jane Oppenheim

02-12-2024

..... Date

JANE OPPENHEIM
SCIENTIFIC and OPERATIONS DIRECTOR
21-31 Malcolm Road,
Braeside, Victoria, 3195

FOR THE UNITED WORKERS UNION



03/12/2024

..... Date

Name: Godfrey Moase

Position: Director

UNITED WORKERS UNION
833 Bourke St Docklands Vic 3008

EMPLOYEE REPRESENTATIVE

..... Date

Name:

Position:

EMPLOYEE REPRESENTATIVE
21-31 Malcolm Road,
Braeside, Victoria, 3195