

Austex Dies Pty. Ltd. Employees Enterprise Agreement 2023

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INTRODUCTION

1. TITLE

1.1 This Agreement will be known as the Austex Dies Pty Ltd Employees Enterprise Agreement 2023.

2. ENTIRE AGREEMENT

- 2.1. The terms and conditions of this Agreement constitute the whole agreement between Austex and its employees.
- 2.2. This Agreement supersedes all prior agreements, understandings, and negotiations. The payments set out in this Agreement are intended to satisfy all employee entitlements, penalty rates, loadings, and allowances due to any employee.

3. NO EXTRA CLAIMS

3.1. The parties agree that during the life of this Agreement, other than as provided in this Agreement, no further increase in wages or conditions will be granted unless such changes are necessary to ensure that Austex provides wages that are at least as beneficial as any minimum wage's decision of the Fair Work Commission.

4. INCIDENCE AND PARTIES BOUND

- 4.1 The parties bound by this Agreement are:
 - a) Austex Dies Pty Ltd (Austex); and
 - b) All employees of Austex (excluding the General Manager, Bookkeeper and any person employed under a visa sponsorship arrangement or who may work at the site) (employees).

5. PERIOD OF OPERATION

- 5.1. This Agreement will come into operation from the commencement of the 1st pay period after it is approved by the Fair Work Commission and will have a nominal expiry date of 2 November 2027. The year 1 increase payable under this Agreement will be back paid from 2 November 2023.
- Where there is inconsistency between the terms of this Agreement and the 'NES', and the 'NES' provides a greater benefit to an employee, the 'NES' provision will apply to the extent of the inconsistency.

6. RENEGOTIATION OF AGREEMENT

- The parties agree to commence negotiations for a new Enterprise Agreement to succeed this Agreement at least 3 months before the nominal expiry date. The parties intend to conclude these negotiations prior to the nominal expiry date of 2 November 2027.
- These negotiations will be conducted on a collective basis between the parties with the negotiated outcome being approved by the majority of employees.
- 6.3 Should negotiations for a new Enterprise Agreement not be finalised prior to the nominal expiry date of this Agreement, the rates of pay and conditions prescribed by this Agreement will continue to be observed for all employees by the parties.

7. OBJECTIVES

- 7.1 The parties to this Agreement share the following objectives:
 - To promote Austex as a leading die maker for aluminium extrusions with a reputation for quality, reliability, and efficiency.
 - b) To promote a skilled, flexible workforce who are committed to continuous improvement in safety, customer service, quality, and cost. There will be no artificial restrictions on the range of tasks, duties and functions between a section / sections concerned or between levels or categories of employees

c) To develop and maintain performance improvement programs and indicators to measure improvements in safety, customer service, quality, and cost.

8. PERFORMANCE TARGETS

- 8.1 The parties agree that they will work actively towards achieving performance targets that may be set during the life of this Agreement. The major areas of focus are: safety, quality, customer service, productivity, and costs.
- 8.2 Without limiting the methods of achieving these targets, the parties commit to meet, and continuously improve upon, key performance indicators set by Austex in all areas of the business during the life of the Agreement.
- 8.3 The parties agree that achieving performance targets is part of a continuous improvement process to achieve world's best practice.

9 POSTING OF THE ENTERPRISE AGREEMENT

9.1 A copy of this Agreement will be made available in a place accessible to all employees.

10 INDIVIDUAL FLEXIBILITY ARRANGEMENTS

- 10.1 Austex and an employee covered by this Agreement may agree to make an individual flexibility arrangement (IFA) to vary the effect of clauses of this Agreement if the IFA deals with arrangements about when work is performed, provided:
 - a) the IFA meets the genuine needs of Austex and the employee in relation to the matter mentioned in paragraph; and
 - b) the IFA is genuinely agreed to by Austex and the employee.
- 10.2 Austex must ensure that the terms of the IFA:
 - a) are about permitted matters under section 172 of the Fair Work Act 2009 (FW Act)
 - b) are not unlawful terms under section 194 of the FW Act, and
 - c) result in the employee being better off overall than the employee would be if no arrangement was made.
- 10.3 Austex must ensure that the IFA:
 - a) is in writing
 - b) includes the name of Austex and the employee
- 10.4 Is signed by Austex 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:
 - a) the terms of this Agreement that will be varied by the IFA
 - b) how the IFA will vary the effect of the terms
 - c) how the employee will be better off overall in relation to the terms and conditions of his or her employment because of the IFA, and
 - d) states the day on which the arrangement commences.
- 10.5 Austex must give the employee a copy of the IFA within 14 days after it is agreed to.
- 10.6 Austex or the employee may terminate the IFA:
 - a) by giving no more than 28 days written notice to the other party to the IFA, or
 - b) if Austex and the employee agree in writing at any time.
- 10.7 Austex must ensure that any IFA made by Austex under this clause does not require the approval or consent of another person.

11 DELEGATE AND EMPLOYEE REPRESENTATIONAL RIGHTS

- 11.1 Austex recognise the rights of employees to elect a union delegate and co-delegate (or as otherwise agreed) as their representatives for the purposes of assisting employees with issues arising under this Agreement during their employment.
- The union delegate and co-delegate (Delegates) agree that they are first and foremost employees of Austex, and as such are required to discharge all the obligations as employees.
- 11.3 A Delegate must seek and obtain permission from their respective Team Leader or the General Manager if they wish to leave their normal duties for the purpose of performing duties as a delegate. This authorisation should be sought as soon as the Delegate becomes aware of an issue associated with the Agreement requiring their attention. The Delegate will advise their respective Team Leader or the General Manager of the expected duration of their involvement.
- 11.4 Both parties are committed to communication and consultation in the workplace and recognise that the needs of the business are paramount; and that the Delegate may not always be able to stop normal duties immediately when there is an issue relating to the site or the Agreement requiring their attention.
- 11.5 Austex will not dismiss an employee, injure an employee in his/her employment, or alter the position of the employee to the employee's prejudice because of the employee being, having been or proposing to become a Delegate.
- Delegates will have access to a noticeboard for the purpose of posting notices and announcements relating to union activities, provided that such notices are directly relevant to Austex.
- Delegates will have reasonable access to an email, photocopier, facsimile machine, and telephone for the purposes of performing their roles as delegates.
- 11.8 Where Austex is involved in any industrial proceedings before the Fair Work Commission one Delegate will be permitted to attend such proceedings without deduction of ordinary time earnings provided that such attendance does not unreasonably impact on the productivity of the business.
- Delegate and representative training a Delegate will, upon application to Austex, be permitted up to 5 days leave (non-cumulative) in each year to allow the person to attend courses structured to promote good industrial relations and fulfill his/her duties as an employee representative effectively.
- 11.10 Payroll deduction of union dues __Austex agree to continue to facilitate payroll deductions for union dues where requested and authorised by an employee.
- 11.11 Paid union meetings Austex agree to facilitate up to a total of 2 hours in any one year for the purpose of union meetings.

12 INTRODUCTION OF MAJOR CHANGE

- 12.1 This term applies if Austex:
 - 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.
- 12.2 For a major change referred to in paragraph 12.1 a):
 - a) Austex must notify the relevant employees of the decision to introduce the major change; and
 - b) subclauses (12.3) to (12.9) apply.

- c) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 12.3 If
 - a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - b) the employee or employees advise Austex of the identity of the representative; Austex must recognise the representative.
- 12.4 As soon as practicable after making its decision, Austex must discuss with the relevant employees:
 - a) the introduction of the change; and
 - b) the effect the change is likely to have on the employees; and
 - c) measures Austex is taking to avert or mitigate the adverse effect of the change on the employees; and
 - d) 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.
 - However, Austex is not required to disclose confidential or commercially sensitive information to the relevant employees.
 - 12.6 Austex must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
 - 12.7 If a term in this agreement provides for a major change to production, program, organisation, structure, or technology in relation to the enterprise of Austex, the requirements set out in paragraph 12.2 and subclauses 12.3 and 12.5 are taken not to apply.
 - 12.8 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 Austex'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.
 - 12.9 Change to regular roster or ordinary hours of work For a change referred to in paragraph 12.1 b):
 - a) Austex must notify the relevant employees of the proposed change; and
 - b) subclauses (12.11) to (12.15) apply.
 - 12.10 The relevant employees may appoint a representative for the purposes of the procedures in this term.
 - 12.11 If
 - a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - b) the employee or employees advise Austex of the identity of the representative; Austex must recognise the representative.
 - 12.12 As soon as practicable after proposing to introduce the change, Austex 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 Austex reasonably believes will be the effects of the change on the employees; and
 - iii. information about any other matters that Austex reasonably believes are likely to affect the employees; and
 - iv. invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 12.13 However, Austex is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 12.14 Austex must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- 12.15 In this term:
 - a) relevant employees means the employees who may be affected by a change referred to in subclause 12.1.

13 TRANSFER OF BUSINESS

- 13.1 Should Austex, or part of Austex, be transferred to another employer, Austex will ensure the period of continuous service that an employee had with Austex will be recognised by the new employer as continuous service; and that it will be considered when calculating notice of termination.
- An employee will not be entitled to notice of termination or payment in lieu of notice for any period of continuous service in respect of which notice has already been given or paid for.

EMPLOYMENT RELATIONSHIP

14 EMPLOYMENT TYPES & ENGAGEMENT

- 14.1 Employees will be advised in writing at the time of engagement or upon any agreed change to the nature of their engagement:
 - a) the nature of their employment type (for example full time, casual, part-time, or maximum term contract etc)
 - b) if they are on a maximum term engagement, the duration of the contract
 - c) their classification level
 - d) whether their employment is subject to a probation period.
- 14.2 On engagement employees will be required to present:
 - a) Proof of Right to Work in Australia; and
 - b) Relevant licences, certificates, formal documents required for the position they have been employed for.
 - c) Prior to employment with Austex, employees will be required to undergo a medical examination (including drug testing and functional capacity assessment) to ascertain if they are physically capable of performing the duties associated with the role. The medical examination will need to be completed by a qualified medical practitioner and physiotherapist.
- 14.3 Austex will provide a Fair Work Information Statement or a link thereto to all new employees.
- 14.4 **Full-time Employees:** will be engaged to work an average of 37.5 ordinary hours per week.
- 14.5 **Part-time Employees:** will have a regular pattern of hours which average less than 37.5 hours per week. Hours approved to be worked outside of this regular pattern of hours will attract overtimes rates.

- 14.6 Part-time employees under this Agreement will be engaged and paid for a minimum of 4 consecutive hours per day or shift worked. To meet personal circumstances a part-time employee may request an engagement of 3 consecutive hours.
- 14.7 Where a part-time employee requests a variation of hours worked, if approved by Austex this variation will be considered as regular working hours for that period; and as such the employee will be paid ordinary time earnings.
- 14.8 Part-Time employees will be paid wages in accordance with Appendix A of this Agreement.
- 14.9 **Casual Employees:** will be engaged as such and be paid no less than the ordinary hourly rate of pay for the equivalent classification, plus a 25% paid for all purposes to compensate for non-entitlement to any paid leave (other than long service leave), public holidays, notice of termination and redundancy pay.
- 14.10 Casual employees will be engaged for a minimum of four (4) hours per shift or, a lesser period as agreed between an employee and Austex.
- 14.11 **Maximum Term Contractors**: will be engaged for a period up to 37.5 hours per week; employees will accrue annual and sick leave and will be paid in accordance Appendix A. Hours outside of 38 hours will attract overtime etc.
- 14.12 Duration for contracts will be up to 2 years (for sponsored visa employees). To terminate employment, either party must provide two (2) weeks' written notice.
- 14.13 Contractors Austex will consult with the union and affected employees for the major use of contractors on site i.e.: outsourcing of work areas etc. Austex's decision will be final in this final in this regard.

15 PROBATION

- 15.1 New employees will be on probation for the first 3 months of their employment, for the purpose of determining suitability for ongoing employment. Austex may elect to extend the probation period for an additional 3 months to determine an employee's suitability for employment. Extension of the probation period will be communicated to the employee in writing.
- During the probationary period either party can terminate an individual's employment by giving at least 1 week's written notice.

16 TERMINATION

16.1 In order to terminate employment either party must give the following written notice:

Employee's continuous service with the employer at the end of the day the notice period is given	Period of Notice			
Not more than 1	1 week			
year				
More than 1 year but not more than 3 years	2 weeks			
More than 3 years but not more than 5 years	3 weeks			
More than 5 years	4 weeks			
The period shall be increased by 1 week if the employee is over 45 years old and has completed at least 2 years of continuous service with Austex at the end of the day the notice is given.				

Where an employee is on probation, Austex or the relevant employee by giving at least 1 week's written notice to terminate the employment relationship.

- 16.3 At Austex's complete discretion, payment may be made in lieu of the above notice periods, or part thereof.
- In calculating any payment in lieu of notice, the employee will be paid all the entitlements that the employee would have earned had they remained employed during their period of notice, including allowances.
- The period of notice in this clause does not apply in the case of dismissal for serious misconduct as defined under the FW Act.

17 ASSIGNMENT OF WORK

- 17.1 Subject to the remaining provisions of this clause, Austex may direct an employee to carry out such duties as are within the limits of the employee's skill, competence, training, and classification.
- 17.2 Austex may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has the appropriate skills and qualifications to use such tools and has been properly trained in the use of such tools and equipment.
- 17.3 The parties agree that Austex can transfer employees from one function to another to cover absenteeism, load demand, mechanical failure etc. as deemed necessary by Austex management.
- 17.4 Employees agree that they must take all reasonable steps to work safely to achieve the required quality and accuracy and completion of any job or task assigned to the employee.
- 17.5 Employees shall not impose any restrictions or limitations on a reasonable review of work methods or standard work times. All reviews carried out by Austex will consider the potential impact on occupational health and safety, as well as the impacted employee's skills and qualifications.

18 CONFIDENTIALITY

18.1 Employees will not at any time either during the continuance or after the termination of their employment divulge any information of a commercially sensitive nature to any persons without the prior written consent of Austex.

CLASSIFICATION, WAGES AND ALLOWANCES

19 CLASSIFICATION

- 19.1 Employees covered by this Agreement are classified in accordance with Appendix A.
- 19.2 The classification structure in Appendix A has been modeled on the classification structure described in the Manufacturing and Associated Industries and Occupations Award 2020.

20 WAGES

- 20.1 Employees will be paid, in accordance with the classification structure in Appendix A by electronic funds transfer on a fortnightly basis. Payments will be processed on a Wednesday by Austex; however, the actual pay day is every 2nd Thursday.
- Employees will be given at least 4 weeks written notice of any change to payment periods or arrangements. There will be consultation to develop strategies to minimise the impact on employees.
- 20.3 Pay rate increases over the term of this Agreement are tabled in Appendix A.
- 20.4 Any benefit payable under this Agreement such as overtime will be calculated on gross salary pre any salary sacrifice arrangements.

21 BELOW STANDARD PERFORMANCE LEVEL

- 21.1 If a situation arises where an employee's performance drops below the minimum standard requirement of their employment classification structure, a performance review will take place between the General Manager and the employee. An employee may elect to have a support person present during all or any part of this process.
- During this review, problem areas will be discussed, expectations and employee improvements suggested. The points raised will be documented on a record of discussion and placed in the employee's personnel file.
- 21.3 Austex's performance improvement process will be implemented to rectify problem areas. Once the performance improvement process has been implemented, a further discussion will take place. If adequate improvements in these areas are not achieved, a reclassification of position level and / or disciplinary action may occur. Disciplinary action may warrant grounds for termination in certain circumstances.

22 ALLOWANCES

22.1 Team Leader Allowance

- a) Team Leaders will be paid an allowance (see Appendix A) to reflect the additional responsibility and accountability that is required of this leadership position. The Team Leader allowance will be paid in addition to other allowances under this Agreement.
- b) If a Team Leader elects to transfer to a non-Team Leader position; they will no longer receive the Team Leader allowance. This change will occur immediately.
- c) Austex reserves the right to cease paying the Team Leader allowance to an employee when there is an operational requirement; or if the Team Leader demonstrates a below standard performance in the role. If Austex seeks to exercise this right, Austex will provide the employee with at least 28 days written notice.

22.2 Shift Allowances

- a) Shift allowances will be paid for afternoon and night shifts in accordance with Appendix A.
- b) Shift Allowances will not be paid where a higher penalty rate (such as overtime) applies to the relevant time worked.
- c) These allowances shall stand-alone and shall not be included for any other purpose of this Agreement.
- d) In this Agreement:
 - i. "Afternoon shift" commences at 2.00PM and continues until 10.00PM; and
 - ii. "Night shift" commences at 10.00PM and continues until 6.00AM.

22.3 Vehicle Allowance

a) If an employee is required to use their own motor vehicle for Austex business, upon presentation of appropriate evidence of the distance travelled will be paid \$0.74 per kilometre travelled.

22.4 Travel Expenses

a) Where an employee, after authorization by the General Manager, is required to travel away from their normal place of business and necessitates them staying away from home overnight, upon presentation of appropriate GST tax invoices, Austex will reimburse the employee for reasonable meals, accommodation and travel costs associated with such travel.

23 SUPERANNUATION

- 23.1 Superannuation contributions will be paid into an existing ('stapled') fund, so long as the fund complies with the Superannuation legislation.
- For employees who salary sacrifice 5% or more from their salary and wages, Austex will add an additional 1% of their salary to the minimum superannuation guarantee. This provision is only applicable to employees, who commenced employment with Austex prior to 3 November 2013. Employees commencing employment after 3 November 2013 will have no entitlement to the additional 1% contribution.
- 23.3 Austex will continue to make employer contributions in accordance with Federal legislation.

TRAINING AND DEVELOPMENT

TRAINING AND SKILLS DEVELOPMENT

- 24.1 The parties to this Agreement recognise that to increase the efficiency, productivity, and competitiveness of Austex a commitment to training and skill development is required. Accordingly, the parties commit themselves to:
 - a) developing a more highly skilled and flexible workforce
 - b) continue implementation of lean principles and practices throughout the course of the Agreement; and
 - c) provide employees with career opportunities through appropriate training to acquire the additional skills as required by Austex.
- 24.2 It is agreed that a training program be developed consistent with:
 - a) the current and future skill needs
 - b) the size, structure, and nature of the site; and
 - c) the need to develop vocational skills relevant to Austex.
- 24.3 Where it is agreed that training should be undertaken by an employee, that training may be undertaken on or off the job or before and after work. All endeavours will be made to provide training during rostered hours. Where this is not possible, training outside of rostered hours will be paid in accordance with the employee's base rate of pay. If the training is undertaken during ordinary working hours the employee concerned will not suffer any loss of pay.
- Training will be provided by Austex. The employees agree to comply with any training process on the basis that this will be essential for the successful attainment of skills and for the maintenance of skill levels. All employees agree to undergo training and re-training as required by Austex.
- 24.5 Employees agree to train other employees when requested by Austex, provided they have sufficient skills and experience to do so.

WORKING HOURS

25 HOURS OF WORK

- 25.1 The ordinary hours of work are to be worked continuously, except for meal breaks, are between 6.00 am and 6.00 pm. The spread of hours (6.00 am to 6.00 pm) may be altered by up to one hour at either end of the spread subject to agreement between Austex and employees concerned. Agreement in this respect may also be reached between Austex and an individual employee.
- 25.1 Employees covered under this Agreement at the date of lodgement shall be obliged to work an average of 37.5 hours per week. Employee's weekly rates are based on a 37.5 hour working week. Employees will not be required to work more than an average of 37.5 hours in a week, plus reasonable additional hours, averaged over 28-day periods.

- 25.2 The standard hours of work per day are 7.5 hours plus an unpaid 30-minute meal break.
- 25.3 Employees under this Agreement who are required to work shift work will work in accordance with a roster.
- 25.4 For employees under this Agreement who are not shift workers start and finish times and appropriate break times will be specified by management.

26 STAND DOWN

- Austex may direct an employee to stand down without pay (or take annual or long service leave if the employee prefers), due to any breakdown in machinery or any stoppage of work by any cause for which Austex cannot reasonably be held responsible.
- 26.2 Austex will only implement a stand down under clause 26.1, on the following basis:
 - a) When Austex proposes to exercise this right, it must provide at least one (1) weeks' written notice or as mutually agreed with effected employees.
 - b) During this period the employee is deemed to be stood down for the purpose of this provision
 - c) An employee who is stood down under this provision is to be treated for all purposes as having continuity of service and employment notwithstanding such stand down
 - d) Austex will limit the amount of stand down days to be taken by employees to a maximum of 4 days per calendar year.
- Despite anything in this clause 26 Austex will not deduct payment for any day prescribed by this Agreement as a public holiday which occurs during the period of stand down except to the extent that such employee has become entitled to payment for the holiday in other employment. An employee claiming payment for a holiday shall, if required by Austex, furnish a statutory declaration setting out details of any other employment during this period and the remuneration received therein.
- An employee who is stood down under this provision may, at any time during the stand down period, terminate their employment without notice and will be entitled to receive from Austex as soon as practicable any monies due to the employee at the time of termination. The day on which the employee exercises the right of termination without notice, will be the day on which the employee's employment ceases.
- An employee whose employment whilst the employee is stood down will, for all purposes (other than payment in lieu of notice), be treated as if the employee's employment had been terminated by Austex without default of the employee.
- 26.6 An employee who is stood down under this clause is at liberty to take other employment.
- Save and except an employee engaged in any form of industrial action at any establishment of Austex, an employee stood down under this clause for a period of more than 5 working days, who has exercised the right to take other employment, is entitled to work out in such other employment notice of up to 1 week provided the employee notifies Austex of his or her so doing.

27 MAINTENANCE / SEASONAL CLOSURES

- 27.1 Throughout the year, Austex may be required to close all or part of the plant due to seasonal breaks, low sales demand or to perform maintenance work.
- 27.2 On such occasions, Austex will consult with the employees and in the absence of agreement after a reasonable period endeavour to provide employees with a minimum of 2 weeks written notice as to:
 - a) the duration and timing of the closure
 - b) the anticipated rosters for both technical, production and maintenance employees

- c) any arrangements for the taking of annual/ long service leave or unpaid leave.
- During scheduled closures, instead of or in addition to requiring employees to take leave, the employees agree that Austex may change employee roster patterns to enable work to be conducted efficiently. In such cases, Austex will endeavor to provide employees with a minimum of 2 weeks written notice.

28 OVERTIME

- 28.1 Any hours worked over 37.5 and up to 40 hours per week will be paid according to the following formula:
 - a) Weekly Extra hours + (weekly extra hours x Allowance Ratio) x the employee's normal hourly rate
 - b) Normal Hourly Rate See Appendix A
 - c) Allowance Ratio% = Shift and/or Team Leader Allowance x 12/Base Annual Salary
 - d) Weekly Extra Hours = extra hours worked each week greater than 37.5 up to 40.
- 28.2 Any hours worked over 40 hours per week will be paid at 1.5 times the employee's Normal Hourly Rate.
- 28.3 Weekend and Public Holiday Overtime rates are:
 - a) Saturday = 1.5 times normal hourly rate
 - b) Sunday = 2 times normal hourly rate
 - c) Public holidays = 2 times normal hourly rate.
- Austex will endeavour to equally distribute overtime to employees; selection of these employees will be determined by skill levels required to perform overtime duties.

29 BREAKS

- 29.1 Employees are entitled to a 30 minute (0.5 hours) unpaid lunch break for every 8-hour shift.
- Other breaks, such as morning tea (for day shift) and afternoon breaks (for afternoon shift), are for 15 minutes (one guarter of an hour) and are paid breaks.
- An employee must not be required to work for more than 5 hours without a meal break. An exception is when there is agreement between Austex and an individual employee or the majority of employees in a section, an employee may be required to work more than 5 hours but not more than 6 hours at the ordinary time without a meal break. Any time worked more than 6 hours without a meal break will be paid at the overtime rate until a meal break is taken.

LEAVE

30 ANNUAL LEAVE

- A full-time employee will be entitled to 150 hours annual leave per year of service with Austex (pro-rata for part-time employees based on the ratio their ordinary working hours bears to 37.5). An employee's entitlement to annual leave will accrue progressively throughout the employee's year of service and accumulates from year to year.
 - Annual leave will be taken in a manner and at times as are mutually agreed to by the employee and Austex. Employees may be permitted to take a maximum of 6 weeks leave in one leave block subject to the operational requirements of Austex.
 - 30.2 Employees are not entitled to any leave loading as it has already been factored into the base annual salary.
 - An employee wishing to take annual leave must submit a request to their manager using the appropriate leave form, a reasonable time prior to taking the leave. Approval will be dependent on Austex's operational

- requirements and will not be unreasonably withheld. Managers will respond to leave applications within 5 working days of the appropriate leave form being received.
- Where an employee's leave dates have already been approved and may require amendment, any such amendment will be discussed and agreed between management and the effected employee.
- 30.5 Some employees may be requested to work during the traditional Christmas/ New Year close down. By agreement between the parties, employees will be rostered for this as required and will take their annual leave entitlement at another time.
- 30.6 Austex retains the right to direct an employee to take annual leave as legislation permits in circumstances where:
 - a) work requirements require (in accordance with clause 26 or 27); or
 - b) an employee has excessive annual leave which is defined as 8 weeks or more accrued.

31 ANNUAL LEAVE CASH OUT

- 31.1 Notwithstanding the provisions of the Agreement, an employee may elect to redeem (be paid out the value of) accumulated annual leave as a lump sum in accordance with the guidelines set out below:
 - (a) Employees may request to cash out up to 75 hours (10 days) of their credited annual leave entitlement every 12 months (or the pro-rata equivalent for part-time employees), subject to retaining a minimum annual leave balance of 300 hours (40 days).
 - (b) When calculating excess annual leave entitlements for the purposes of this clause, only whole days (annual leave) will be counted.
 - (c) The period of leave paid out shall be paid at the employee's current rate of pay (plus any applicable leave loading) applying at the time the payment is made.
 - (d) All payments made will be subject to taxation as required by Australian law.
 - (e) Once the leave has been paid out by application and payment there shall be no further entitlement to a period of leave or payment for leave in respect of the period paid out.
- Application for pay out of leave must be made by the individual employee in writing and approved by Austex. An employee may only make 1 application for pay out of excess annual leave per year.
- Payouts of annual leave will be made at Austex's discretion and will consider whether a substantial period of annual leave has been taken by the employee in the previous 12 months.

32 PUBLIC HOLIDAYS

- 32.1 Full and part time employees are entitled to a day off on the following public holidays without deduction of pay:
 - a) New Year's Day
 - b) Australia Day
 - c) Good Friday
 - d) Easter Saturday
 - e) Easter Sunday
 - f) Easter Monday
 - g) Anzac Day
 - h) King's Birthday
 - i) Labour Day
 - j) Christmas Day
 - k) Boxing Day.
- 32.3 By mutual agreement between Austex and the majority of employees, any other day may be substituted as a public holiday except for Anzac Day.

32.4 If an employee is required to work on a public holiday (a non-substituted day) the employee will be paid at a rate of 2 times their normal hourly rate.

33 LONG SERVICE LEAVE

33.1 Entitlements to long service leave are in accordance with the relevant Long Service Leave legislation.

34 PERSONAL / CARERS' LEAVE

- 34.1 A fulltime employee is entitled to 10 days paid Personal / Carers' leave each year (pro-rata for part-time employees based on the ratio their ordinary working hours bears to 37.5). Hours taken will be hours spent i.e.: if an employee takes 4 hours sick leave; 4 hours will be deducted from their personal carers' leave balance on so on. An employee's entitlement to Personal / Carers' leave accrues progressively throughout the year and will accumulate from year to year.
- 34.2 Personal / Carers' Leave is available to an employee when they are absent:
 - a) due to personal illness or injury (Personal Leave); or
 - b) For the purposes of providing care or support to a spouse or former spouse, de facto partner or former de facto partner, child, parent, grandparent, grandchild or sibling of an employee, or a child, parent, grandparent, grandchild or sibling of an employee's spouse or de facto partner.
- 34.3 If an employee is not entitled to take any paid Carers' Leave because they have exhausted their balance of paid Carers' Leave for that period, they are entitled to take 2 days' unpaid Carers' Leave for each permissible occasion.
- 34.4 Casual employees are also entitled to unpaid Carers' Leave.
- 34.5 For all Personal / Carers' Leave, Austex may require the production of a medical certificate or other suitable evidence to support the entitlement to take leave. Austex will generally only require the production of a medical certificate or other suitable evidence for:
 - a) absences more than 1 day
 - b) a single day absence if it occurs either side of a non-working day (including weekends, public holidays, and annual leave)
 - c) occasions where an employee has taken more than three single day absences in a 12-month period
 - d) Absences in the first year of an employee's service.
- 34.6 Nothing in this clause prevents Austex from requesting a medical certificate or other suitable evidence in respect of any or all periods of Personal / Carers' Leave.
- 34.7 Employees are expected to report to work punctually and regularly and to carry out normal duties until the designated finishing time. Good attendance is an essential job requirement.
- 34.8 If an employee is unable to attend work, they must:
 - a) notify their Team Leader or Manager directly via telephone of their absence as soon as reasonably practicable (no less than 1 hour before the shift starts). Austex will not accept text message and / or email as acceptable notification for an employee's absence from work
 - b) inform their Team Leader or Manager of the estimated duration of their absence.

35 COMPASSIONATE / BEREAVEMENT LEAVE

- Bereavement leave will be granted to an employee up to a maximum of 3 days, on the death of an employee's spouse, de facto spouse, parent, parent-in-law, brother, sister, or child for each occasion.
- 35.2 Bereavement leave is paid leave.

36 UNPAID LEAVE

- 36.1 Employees can apply for unpaid leave only when there is no entitlement to paid leave.
- Unpaid Leave means an approved leave of absence, which, whilst not exhaustive, may include leave for an employee who:
 - a) is studying and requires time to attend exams
 - b) requires time off to care for a sick or injured close relative
 - c) is directed to take leave under clauses 26 (Stand Down) or 27 (Maintenance / Seasonal work) but who has insufficient annual or long service leave.
- Any unpaid leave request must be approved by the General Manager. Applications will not be unreasonably refused.
- Before applying for unpaid leave, an employee must have more than 12 months continuous service and have exhausted their other leave.
- 36.5 The accrual of an employee's entitlements will be suspended whilst and employee is on unpaid leave.
- 36.6 Unpaid leave will not break an employee's continuity of employment.

37 PARENTAL LEAVE

- 37.1 Employees are entitled to Parental Leave in accordance with the FW Act.
- 37.2 Employees who have completed 12 months' continuous service with Austex are entitled to up to 52 week's unpaid parental leave (which may be extended by a further 52 weeks upon agreement with Austex. This extension will only be withheld on reasonable business grounds).

38 DOMESTIC & FAMILY VIOLENCE LEAVE

- 38.1 All employees (including part-time and casual employees) are entitled to 10 days paid family and domestic violence leave each year. The 10 days renews each 12 months but does not accumulate from year to year if it isn't used.
- Family and domestic violence means violent, threatening, or other abusive behaviour by an employee's close relative that:
 - a) seeks to coerce or control the employee
 - b) causes them harm or fear.
- 38.3 Employees can request leave if they need to deal with the impact of family and domestic violence and it's impractical to do so outside their ordinary hours of work such as to:
 - a) plan for their personal safety
 - b) attending court hearings
 - c) access police services.
- 38.4 Leave does not need to be taken all at once and can be taken as a single or part day absences.

38.5 Employees must communicate their need to access this leave with their manager in the first instance.

39 **COMMUNITY SERVICE LEAVE**

- 39.1 All employees are entitled to be absent from work without pay to participate in an eligible community service activity, including:
 - a) jury service
 - b) voluntary emergency management
 - c) Defence Force service
 - d) an activity prescribed by law.
- 39.2 Except for leave to participate in jury service, community service leave will be unpaid.
- 39.3 Employees must declare membership upon the commencement of employment; or if they are intending on joining a community service organisation, during their employment. Notification must be provided to Austex prior to the taking of leave for this purpose.
- 39.4 If a full time or part time employee is required to attend for jury service, Austex will pay the difference between the employee's normal hourly rate and the rate of pay they receive from the court.

40 PICNIC DAY

40.1 Each employee is entitled to 1 paid day off per year as a Picnic Day. This is to be taken upon the approval of management. This day must be taken within the calendar year and does not accrue.

EMPLOYMENT CONDITIONS

41 UNIFORM

- 41.1 Uniforms and safety boots are supplied to employees to comply with the appropriate safety standards as well as to enable employees to carry out their role efficiently, safely, and professionally. Employees agree to wear all uniforms and safety boots. Employees agree to launder and take due care of their uniforms in an appropriate manner. Uniforms will be reissued on an annual basis and boots on a wear and tear basis.
- Further issues of protective clothing will be made on a fair wear and tear basis, provided an employee's Team Leader sights the worn / damaged clothing and the replacement is authorised by the employee's Team Leader or Manager. First uniform issues will occur after an employee has successfully completed their probationary period.

42 EEO, WORKPLACE HARASSMENT AND DISCRIMINATION

- Austex is committed to being an equal employment opportunity (EEO) employer. This means that employees are treated fairly and equally, and that unlawful discrimination, harassment and bullying will not be tolerated. EEO also means that each employee enjoys a work environment that is comfortable and non-threatening.
- 42.2 To support Austex's EEO commitment, the employees agree:
 - a) they must be tolerant, work cooperatively and value differences in each other
 - b) they must always treat each other with respect and courtesy
 - they must not discriminate based on irrelevant characteristics, such as sex, race, disability, pregnancy, age, marital status, sexual preference
 - d) they must never participate in, tolerate, or ignore any harassment, discrimination, or bullying
 - e) if they are Managers and Team Leaders, they must take all EEO complaints seriously and ensure they are thoroughly investigated

- f) EEO guidelines apply to all aspects of employment including terms and conditions of employment, recruitment and selection, promotions, training and development activities, transfers and secondments, disciplinary action, supervision, and termination of employment.
- 42.3 Austex's EEO commitment also applies to the employees' interactions with Austex's customers, suppliers, and visitors as well as customers, suppliers, and visitors' interaction with Austex's employees.

43 OCCUPATIONAL HEALTH AND SAFETY

- 43.1 Austex and its employees are committed to achieving and maintaining healthy and safe working conditions, as far as practicable, by abiding by all current Occupational Health and Safety (OH&S) legislation and Austex OH&S guidelines below.
- 43.2 Austex holds in highest regard the safety and health of all people involved in its operations and will continuously strive towards the highest standards of achievement.
- 43.3 Employees agree that Austex's safety objectives are to:
 - a) provide a safe working environment for all
 - b) ensure, as far as practicable, compliance with all legislative and statutory requirements
 - c) provide information, training, instruction, and supervision to enable all work to be performed in a safe manner
 - d) acknowledge the importance of consultation, health and safety representatives and OH&S committees by support in their efforts to monitor and improve OH&S performance
 - e) provide information outlining hazards and the safety precautions necessary to eliminate or minimise risk
 - f) minimise any risk associated with the implementation of new plant, equipment and processes by risk assessing at the design and implementation phases.
- 43.4 Employees agree that their OH&S responsibilities include:
 - a) working safely, abiding by work processes and standards and not place themselves or colleagues at risk
 - b) maintaining safety awareness in all tasks, preventing injuries, illnesses and safety or environmental incidents
 - c) reporting for work fit for duty
 - d) constantly reviewing their workplace for hazards which could lead to injury, illness, or incident, reporting any such hazards to their Team Leader or Manager and participating in and assisting with corrective actions
 - e) immediately reporting all injuries, illnesses, safety, and environmental incidents
 - f) when an employee is injured at work, they actively participate in rehabilitation and return to work programs in accordance with relevant legislation.
- The safety of Austex's employees and those working with Austex is of primary importance. It is the responsibility of all individuals to act in a responsible manner to achieve a safe and healthy workplace.
- 43.6 The employees agree that if they are supplied with any clothing or equipment they must wear or use the clothing or equipment in such a way as to achieve the purpose for which it is supplied. The employees agree that failure to wear or use clothing or equipment in the prescribed manner may result in disciplinary action or termination of employment.

44 FITNESS FOR WORK

- Employees agree they must ensure that they take all reasonable care not to expose themselves or others to unnecessary health or safety risks. As part of this, the employees agree that it is each employee's obligation to ensure they are fit to work at the start of the shift and throughout the work period.
- 44.2 Employees agree that fitness for work includes physical, psychological, and social factors. Impairment of fitness for work can be due to a range of factors, including but not limited to:
 - a) Medical conditions, including stress
 - b) Alcohol, drugs
 - c) Fatigue.
- 44.3 An employee must notify their Team Leader or Manager immediately prior (or as soon as immediately possible) to the commencement of his or her shift if the employee is taking prescription drugs which may cause impairment. The Team Leader or Manager will consult with the General Manager to determine the employee's level of safety to undertake the inherent tasks of their role.
- 44.4 In the case of non-work-related medical injuries / conditions requiring a period of absence from the workplace, a medical certificate / clearance must be provided for a period more than 1 day. Medical certificates imposing restrictions / limitations will not necessarily be accepted as a medical clearance. Where an employee has sustained a non-work-related injury or illness, Austex may provide suitable alternative duties wherein there is no possible risk of aggravation to the employee's condition and where Austex is willing and able to do so. The decision to provide suitable duties for any non-work-related medical condition or injury must have prior approval from the General Manager.
- 44.5 If an employee has any concerns regarding their fitness for work or the fitness for work of another person, the employee must notify their Team Leader or Manager immediately.
- 44.6 Austex is committed to providing safe systems of work and eliminating hazards in the workplace. This includes taking reasonable precautions to ensure all employees are in a fit state to work to minimise the risk of injury to the employee and others.

45 SMOKING, VAPING, DRUGS AND ALCOHOL

- 45.1 Austex is committed to ensuring a safe and productive work environment. Employees, customers, suppliers, and visitors must not be under the influence of, or involved with the consumption, possession, sale, or transfer of alcohol and/ or drugs in the workplace.
- 45.2 To support Austex's commitment, employees agree the following applies:
 - a) under no circumstances will employees bring alcohol or illegal drugs onto Austex property
 - b) employees must report for work, and remain at work, in a condition free from the effects of alcohol or drugs
 - any employee involvement with alcohol or illegal drugs whilst at work, or on Austex premises or when representing Austex, will not be tolerated and any such incident will be subjected to Austex policy disciplinary procedures
 - d) During the life of the Agreement both parties commit to negotiate and include into Austex policy clauses covering the processes to manage situations where Austex suspects an employee is affected by drugs or alcohol because of a safety incident or otherwise
 - e) Employees have an obligation to check with a doctor or pharmacist to ensure any prescribed or over the counter drugs will not affect work performance
 - f) Smoking and / or vaping is only permitted in designated areas during authorized breaks.

46. MOBILE PHONE USAGE

- 46.1 Employees are permitted to use mobile phones in the workplace to:
 - make business calls
 - use productivity apps such as accessing barcodes for work instructions
 - check important messages, this does not include social media posts such as Facebook etc
 - make or take brief personal calls away from the working space of colleagues.
- 46.2 Employees may use their phones during breaks or at lunch hour and while on a stationary vehicle. Usage of social media apps during working hours is strictly prohibited.

Austex retains the right to monitor employees for excessive or inappropriate use of their cell phones. If an employee's phone usage causes a decline in productivity or interferes with operations, a ban may be placed on that employee from using their mobile phone. Austex reserves the right to take disciplinary action i.e.: repeat breaches as outlined in 46.1 above and where usage of the phone poses a safety risk to the user or others in the workplace.

47 DISCIPLINARY ACTION

- 47.1 Employees should always be guided by the following basic principles:
 - a) always act legally, with honesty and integrity
 - b) avoid conduct that could damage Austex or its reputation
 - c) put the Company's interests ahead of self-interest.
- 47.2 Matters for which disciplinary action may be taken against an employee include:
 - a) absenteeism or frequent lateness to work
 - b) poor quality or quantity of work
 - c) theft of Austex property
 - d) bullying or harassing behaviour
 - e) being affected by alcohol or drugs
 - f) physical abuse and / or violent behaviour unsafe acts / endangering safety of self or others
 - g) unauthorised use of technology (e.g., the internet)
 - h) unauthorised use of Austex property
 - i) disobeying or disregarding lawful requests given in the course of employment by any person having the authority to do so
 - i) criminal offences
 - k) breach of employment contract.
- 47.3 While disciplinary action must be seen to be consistent, each case is to be treated on its own merits and action taken having regard to the relevant circumstances. Austex's Disciplinary process is generally as follows (in order of action):
 - a) Counselling
 - b) First Written Warning
 - c) Final Written Warning
 - d) Dismissal.
- 47.4 Disciplinary action may start at step 2, 3 or 4 of this process if the breach is serious enough to warrant it.

48 DISPUTE SETTLEMENT

- 48.1 If a dispute relates to:
 - a) a matter arising under the agreement or
 - b) the National Employment Standards
- 48.2 This term sets out procedures to settle the dispute.
- An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.
- 48.5 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.
- 48.6 The Fair Work Commission may deal with the dispute in 2 stages:
 - a) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - i. arbitrate the dispute; and
 - ii. make a determination that is binding on the parties.
- 48.7 If Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.
- 48.8 A decision that Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.
- 48.9 While the parties are trying to resolve the dispute using the procedures in this term:
 - a) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
 - b) an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
 - i. the work is not safe; or
 - ii. applicable occupational health and safety legislation would not permit the work to be performed; or
 - iii. the work is not appropriate for the employee to perform; or
 - iv. there are other reasonable grounds for the employee to refuse to comply with the direction.
- 48.10 The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.

49 REDUNDANCY

- 49.1 For the purposes of this Agreement, "Redundancy" means the employee's employment is terminated at Austex's initiative because the job done by the employee is no longer required to be done by anyone.
- 49.2 In cases of Redundancy, Austex will consult and notify all affected employees in accordance with clause 12 (Introduction of Major Change).

- 49.3 Where Austex can arrange acceptable alternative employment on overall substantially similar terms and conditions of employment either within Austex or with another employer who recognizes the employee's service with Austex, no payments will be made under this clause.
- 49.4 Provisions for employees hired prior to 3 November 2013:
 - a) Should Austex be unable to arrange alternative employment subject to clause 49.3, Austex will pay affected employees a redundancy payment of 3 weeks salary for each year of continuous service. Employees with more than 5 years continuous service will be entitled to an additional 2 weeks' pay for each 5 years of continuous service.
 - b) In addition to the redundancy payment in clause 49.3, subject to clause 49.5, Austex will also provide redundant employees with a notice period (or payment in lieu of notice) of 2 months normal pay.
 - c) The total redundancy payment will be either:
 - i. The sum of the relevant amounts in either clause 49.3 or 49.5
 - ii. The total of the individual's last 18 month's salary, whichever is the lesser amount.
- 49.5 Provisions for employees hired after 3 November 2013:
 - a) Should Austex be unable to arrange alternative employment, Austex will pay affected employees a redundancy payment in accordance with the National Employment standards defined by legislation at the time.
 - b) Total redundancy payments will be capped at a maximum of 52 weeks' pay.
- 49.6 This clause 46 will not apply in the following circumstances:
 - a) Where the affected employees are engaged on a temporary short-term or a time limited fixed term of employment to meet seasonal or other unusual demands for products or services to Austex
 - b) where the affected employees are engaged on a casual basis
 - c) on resignation by the employee
 - d) in cases of summary dismissal
 - e) on termination of employment through normal retirement or early retirement.

ACCEPTANCES

Signed for and on behalf of Austex Dies Pty Ltd

Date: 15/12/2023

Name: Alessandro Ferrari

Address: C/ 13 Montore Road, Minto NSW 2566

Authority to sign: by Austex as General Manager

Signed for and on behalf of the AMWU

Date: 19 December 2023

Full Name: Robyn Fortescue

Full Address: 3/133 Parramatta Road, Granville NSW 2142

Adoyn tolescue

Authority to sign as: Assistant State Secretary

in the Presence of:

Date: 15/12/2023

Name: DIZVER HUANG

Witness Signature:

In the Presence of:

Date: 19 December 2023

Full Name: Rochelle Dobson

Witness Signature:

APPENDIX A: Employee Pay Rates

Austex Dies Classification Structure Appendix 'A'										
Classification	Current		4% Year	Year 1	4% Year 2		4% Year	Year 3	4% Year	
Structure: (hourly rates)	Hourly	Weekly	1 Hourly	Weekly	Hourly	Weekly	3 Hourly	Weekly	4 Hourly	Weekly
C11	\$30.87	\$1,157.60	\$32.10	\$1,203.90	\$33.39	\$1,252.06	\$34.72	\$1,302.14	\$36.11	\$1,354.22
C10	\$33.24	\$1,246.34	\$34.57	\$1,296.20	\$35.95	\$1,348.04	\$37.39	\$1,401.97	\$38.88	\$1,458.05
C9	\$35.22	\$1,320.69	\$36.63	\$1,373.52	\$38.09	\$1,428.46	\$39.62	\$1,485.59	\$41.20	\$1,545.02
C7	\$37.16	\$1,393.48	\$38.65	\$1,449.21	\$40.19	\$1,507.18	\$41.80	\$1,567.47	\$43.47	\$1,630.17
C6	\$39.33	\$1,474.83	\$40.90	\$1,533.82	\$42.54	\$1,595.17	\$44.24	\$1,658.98	\$46.01	\$1,725.34

ALLOWANCES					
TEAM LEADER	Current	Year 1	Year 2	Year 3	Year 4
Paid Monthly	\$343.04	\$356.76	\$371.03	\$385.87	\$401.31
SHIFT ALLOWANCES					
(paid monthly)	Current	Year 1	Year 2	Year 3	Year 4
Permanent Afternoon Shift	\$514.56	\$535.15	\$556.55	\$578.81	\$601.97
Rotating Day & Afternoon					
Shift	\$257.28	\$267.57	\$278.28	\$289.41	\$300.98
Night Shift	\$623.20	\$648.13	\$674.05	\$701.01	\$729.05

Wage Increases Payable
Year 1 from 2 November 2023
Year 2 rom 2 November 2024
Year 3 from 2 November 2025
Year 4 from 2 November 2026