



# **Bega Lenah Valley Blow Moulding Enterprise Agreement 2023**

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## PART 1 – APPLICATION AND OPERATION

### 1. Definitions and Interpretation

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1.1 For the purposes of this Agreement, the following definitions apply:

**Act** means the *Fair Work Act 2009 (Cth)*.

**Afternoon Shift** means any shift finishing after 8:00pm and at or before midnight. Where an existing afternoon shift at the Site, or a section of the Site finishes at an earlier hour, the Company and a majority of Team Members at the Site, or a section of the Site, may agree to change the arrangement.

**Agreement** means this enterprise Agreement with the title set out in clause 2 and includes all Appendices to this Agreement.

**Award** means the *Manufacturing and Associated Industries and Occupations Award 2020* as varied from time to time and any successor or replacement.

**Company** means Blowflex Mouldings Pty Ltd (A.C.N. 087 884 302) and is the Company for the purposes of Chapter 2, Part 2-4 of the Act.

**Continuous Shift Work** means work carried on with consecutive shifts of Team Members throughout the 24 hours of each of at least 5 consecutive days without interruption (except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the Company). If the Site, or a section of the Site is rostering only 2 shifts in each 24 hours and then a third shift is introduced, the relevant Team Members will not be regarded as continuous shift workers if the starting and finishing times of one or more of such shifts overlap. For the workers involved in the third shift to be considered as continuous shift workers, the third shift must continue for a period exceeding 3 consecutive weeks at any one period and must exceed a total of twelve weeks in any one year. A Team Member is a **Continuous Shift Worker** if they are rostered to perform work in a Continuous Shift Work pattern.

**FFPP** means first full pay period.

**Five-Day Shift Work** means work carried on with consecutive shifts throughout the 24 hours of 5 days of the week between the hours of 11.00 pm Sunday and 8.00 am on Saturday without interruption except during breakdowns or meal periods or due to unavoidable causes beyond the control of the Company. A Team Member is a **Five-Day Shift Worker** if they are rostered to perform work in a Five-Day Shift Work pattern.

**FWC** means the Fair Work Commission or any successor body that is conferred with the same or similar functions.

**Immediate Family** means:

- (a) a spouse, former spouse, de facto partner, former de facto partner, child, parent, grandparent, grandchild or sibling of the Team Member; or
- (b) a child, parent (including a foster parent), grandparent, grandchild or sibling of a spouse/former spouse or de facto partner/former de facto partner of the Team Member; or
- (c) a member of the Team Member's household.

**NES** means the *National Employment Standards* set out in Part 2-2 of the Act.

**Night Shift** means any shift finishing after midnight and at or before 8.00 am. Where an existing night shift in an establishment or a section of an establishment commences or finishes at an earlier hour, the Company and the majority of Team Members in an establishment or a section of an establishment may agree to change the arrangement.

**Ordinary Rate of Pay** means the rates of pay set out in [Appendix 3](#).

**Parties** means the parties covered by this Agreement as set out in clause 3.

**Public Holiday** has the same meaning set out in clause 25.

**Rostered Shift** means a shift of which the Team Member concerned has had at least 48 hours' notice.

**Seven-Day Shift Work** means work carried on with consecutive shifts throughout the 24 hours of each of the 7 days of the week without interruption except during breakdowns or meal periods or due to unavoidable causes beyond the control of the Company. A Team Member is a **Seven-Day Shift Worker** if they are rostered to perform work in a Seven-Day Shift Work pattern.

**Site** means the Company's blow moulding premises and operations located at 215 Lenah Valley Road, Lenah Valley, Tasmania, 7008.

**Team Member** means an individual:

- (a) who is an employee of the Company;
- (b) whose employment is located in Tasmania; and
- (c) who is engaged to perform work in one of the classifications set out in [Appendix 1](#).

**Union** means *United Workers' Union* (A.B.N. 52728 088 684).

## 1.2 Interpretation of this Agreement

- (a) A reference to:
  - (i) any legislation includes all delegated legislation made under it and amendments, consolidations, replacements or re-enactments of any of them;
  - (ii) an Appendix is a reference to an Appendix of this Agreement; and
  - (iii) a clause is a reference to the entire clause specified inclusive of any sub-clauses.
- (b) The singular includes and plural and vice versa.

## 2. Title

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The title of this Agreement is *Bega Lenah Valley Blow Moulding Enterprise Agreement 2023*.

## 3. Coverage of this Agreement

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This Agreement covers:

- (a) the Company;
- (b) the Team Members; and
- (c) the Union provided written notice is given under section 183(1) of the Act and the FWC notes in its decision to approve this Agreement that this Agreement covers the Union.

## 4. Period of Operation

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This Agreement will come into operation 7 days after it is approved by the FWC and has a nominal expiry date of 31 October 2026.

## 5. Comprehensive Agreement

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This Agreement specifically operates to the exclusion of all industrial instruments which would otherwise be applicable to Team Members including:

- (a) the Award (despite any references to the Award in this Agreement) and any other modern award; and
- (b) any other enterprise agreement (including any transitional based instruments).

## 6. Relationship to the NES

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This Agreement will be read and interpreted in conjunction with the NES provided that where there is any inconsistency between this Agreement and the NES, the more beneficial provision to a Team Member will apply.

## 7. Renegotiation of Agreement

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- 7.1 Subject to clause 7.2, the Parties agree to commence negotiations for a new enterprise agreement to replace this Agreement at least 3 months before the nominal expiry date of this Agreement. The Parties intend to conclude these negotiations prior to the nominal expiry date.
- 7.2 At any time, the Company and the Union may, by mutual agreement, set an alternative date to commence negotiations for a new enterprise agreement to replace this Agreement and such date may be prior to or after the nominal expiry date of this Agreement.

## 8. Savings Provision

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No Team Member will suffer any loss of existing wages or other benefits to which the Team Member is entitled prior to the commencement of this Agreement because of the making of this Agreement, except where specifically provided for by this Agreement.

## 9. No Extra Claims

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It is a term of this Agreement that neither party will pursue any extra claims during the life of this Agreement except where consistent with a decision of the FWC.

## 10. Copy of Agreement

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If a Team Member requests a copy of this Agreement, the Company will provide an electronic or a hard copy of this Agreement.

## PART 2 – MANDATORY TERMS

### 11. Flexibility Term

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11.1 The Company and a Team Member may agree to make an individual flexibility arrangement (IFA) to vary the effect of the terms of this Agreement if:

(a) the IFA deals with the following matters:

Clause Number	Clause Title
19.19 and 19.20	Advance Payment of Annual Leave
<i>Appendix 2</i>	First Aid Allowance

(b) the IFA meets the genuine needs of the Team Member and the Company;

(c) the IFA is genuinely agreed to by the Team Member and the Company. In order to ensure genuine agreement, the Company must advise a Union delegate prior to an IFA being entered into and allow the Team Member and the Union delegate paid time to discuss the proposed IFA.

11.2 The Company must ensure that the terms of the IFA:

(a) are about permitted matters under section 172 of the Act; and

(b) are not unlawful under section 194 of the Act; and

(c) result in the Team Member being better off overall than if no IFA had been made; and

(d) do not disadvantage or discriminate against the Team Member concerned, or other Team Members or a group of Team Members, whether directly or indirectly.

11.3 IFA's may only be made with existing Team Members and must not be made a condition of employment of new Team Members.

11.4 The Company must ensure that the IFA:

(a) is in writing and specifies the day the IFA commences; and

(b) be translated into a language that the Team Member understands; and

(c) includes the name of the Company and the Team Member; and

(d) is signed by the Company and the Team Member (and, if the Team Member is under 18, by their parent or guardian) in the presence of a Union delegate; and

(e) includes the details of:

- (i) the terms of the Agreement that will be varied by the IFA; and
- (ii) how the IFA will vary the effect of the terms of the Agreement; and
- (iii) how the Team Member will be better off overall in relation to the terms and conditions of their employment as a result of the IFA arrangement; and

(f) is given to the Team Member and a Union delegate within 7 days of it being agreed to.

11.5 The Company or the Team Member may terminate the IFA:

(a) by either party, by giving 7 days written notice; or

(b) at any time by mutual written agreement.

## 12. Consultation Term

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12.1 In clause 12:

- (a) **Relevant Team Members** means the Team Members who may be affected by a change referred to in clause 12.2 or 12.6, as the case may be.
- (b) **Likely to Have a Significant Effect** means a major change that results in:
  - (i) termination of employment;
  - (ii) major changes in the composition, operation or size of the Company's workforce located at the Site or in the skills required;
  - (iii) the elimination or diminution of job opportunities, promotion opportunities or job tenure;
  - (iv) the alteration of hours of work;
  - (v) the need for retraining or transfer of Team Members to other work or locations; or
  - (vi) the restructuring of jobs.
- (c) The Relevant Team Members may appoint a representative (which may be the Union) for the purposes of the procedures set out in clauses 12.2 to 12.8. If the Relevant Team Members appoint a representative, and the Relevant Team Members advise the Company of the identity of the representative, the Company will recognise the representative.
- (d) The Company is not required to disclose confidential or commercially sensitive information to the Relevant Team Members or their representatives.

### Major change

12.2 If the Company has made a definite decision to introduce a major change in production, program, organisation, structure or technology that is Likely to Have Significant Effect on Relevant Team Members:

- (a) the Company will notify the Relevant Team Members and their representatives (who may be the union); and
- (b) clauses 12.3 to 12.5 apply.

12.3 As soon as practicable after making its decision, the Company will:

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



- 12.4 The Company will give prompt and genuine consideration to matters raised about the change by the Relevant Team members and/or their representatives.
- 12.5 If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Company, the requirements set out in clause 12.2 to 12.4 are taken not to apply.

#### Change to regular roster or ordinary hours of work

- 12.6 If the Company proposes to introduce a change to the regular roster or ordinary hours of work of Team Members:
- (a) the Company will notify the Relevant Team Members and the Union of the proposed change; and
  - (b) clauses 12.7 to 12.9 apply.
- 12.7 As soon as practicable after proposing to introduce the change, the Company will:
- (a) discuss with the Relevant Team Members and any representatives the introduction of the change; and
  - (b) for the purposes of the discussion – provide to the Relevant Team Members and any representatives:
    - (i) all relevant information about the change including the nature of the change; and
    - (ii) information about what the Company reasonably believes will be the effects of the change on the Relevant Team Members; and
    - (iii) information about any other matters that the Company reasonably believes are likely to affect the Team Members; and
  - (c) invite the Relevant Team Members to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 12.8 The Company will give prompt and genuine consideration to matters raised about the change by the Relevant Team Members.
- 12.9 Whenever it is practical based on operational requirements, the Company will provide Team Members with at least 14 days' notice before implementing a change to a Team Member's regular roster under this clause.

### 13. Dispute Settlement Term

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- 13.1 The following procedures will be observed for handling grievances and settling disputes (including in relation to this Agreement, the NES, sections 65(5) and 76(4) of the Act, or prior to lodging a general protections application not involving a dismissal under section 372 of the Act). These procedures will not restrict the Company, a duly authorised official of the Company or a duly authorised official of the Union making representations to each other.
- 13.2 When a grievance arises under clause 13.1, the following procedures will be followed:
- (a) At the other party's request, the Union or Company will provide the names and/or titles of their nominated representatives for the purposes of clause 13.2(c). This Union representative and Company representative will take all reasonable steps to make themselves available for consultation as required under clause 13.2(c).
  - (b) In the first instance, the Team Member will discuss the matter with their direct Leader.
  - (c) If the matter remains unresolved, the Team Member or their representative (who may be the nominated Union representative appointed under clause 13.2(a)) will discuss the matter with the divisional Leader.

- (d) If the matter remains unresolved, the Team Member or their representative (who may be the nominated Union representative appointed under clause 13.2(a)), may require the divisional Leader to refer the matter to the Company's nominated representative appointed under clause 13.2(a). The Company's nominated representative will arrange a conference to discuss the matter within a reasonable time, ideally within 24 hours, or such other period as is agreed with the Team Member or their representative (who may be the nominated Union representative appointed under clause 13.2(a)).
- (e) If the Union is the representative of the Team Member and the matter is not resolved at the conference convened under clause 13.2(d), the representative will advise the appropriate local official of the Union of the matter in issue. The Company and the Union must then convene a conference to discuss the matter to be attended by:
  - (i) Union representatives as decided by the Union; and
  - (ii) Company's representatives as decided by the Company.
- (f) If the matter remains unresolved, the Company, the Team Member and any representative will enter into consultation about the matter at a higher level as the parties to the dispute consider appropriate. At this stage, either party may ask for and be entitled to receive a response to their concerns or questions within a reasonable time. If there is undue delay on the part of a party in responding to the other party, the party complaining of delay may, after giving notice of their intention to do so, refer the matter to the FWC.
- (g) If the matter remains unresolved, either party to the dispute may refer the matter to the FWC on the terms set out in clauses 13.3 to 13.4.
- (h) Without prejudice to either party, except where a bona fide safety issue is involved, work will continue in accordance with the Agreement while matters in dispute between them are being negotiated in good faith. Where a bona fide safety issue is involved, the Company and the appropriate regulatory authority must be notified concurrently or at least a bona fide attempt made to notify that authority.
- (i) At any stage of the procedure the parties to the dispute may seek the assistance of a Conciliator, a member of the FWC or some mutually acceptable person.

13.3 The FWC may deal with the dispute in 2 stages:

- (a) the FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- (b) if the FWC is unable to resolve the dispute at the first stage, it may then:
  - (i) arbitrate the dispute; and
  - (ii) make a determination that is binding on the parties to the dispute.

13.4 A decision that the FWC makes when arbitrating a dispute is a decision for the purpose of Division 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

## PART 3 – NES AND SUPPLEMENTARY MATTERS

### 14. Hours of Work

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#### Day work

- 14.1 The ordinary hours of work for day work, subject to the exceptions below, will be an average of 38 hours per week, to be worked on one of the following bases:
- (a) 38 hours within a work cycle not exceeding 7 consecutive days; or
  - (b) 76 hours within a work cycle not exceeding 14 consecutive days; or
  - (c) 114 hours within a work cycle not exceeding 21 consecutive days; or
  - (d) 152 hours within a period not exceeding 28 consecutive days.
- 14.2 The method of working for full-time Team Members may be one of the following:
- (a) by Team Members working less than 8 ordinary hours each day; or
  - (b) by Team Members working less than 8 ordinary hours on one or more days each week; or
  - (c) by fixing one-week day on which all Team Members will be off during a particular work cycle; or
  - (d) by rostering Team Members off on various days of the week during a particular work cycle so that each Team Member has one day off during that cycle.
- 14.3 An assessment should be made as to which method of implementation best suits the business and the proposal will be discussed with the Team Members concerned. In the absence of agreement, the procedure for resolving special anomalous or extraordinary problems will be applied in accordance with the clause 13 (Dispute Settlement Term) without delay.
- 14.4 The ordinary hours of work for day work may be worked on any day or all of the days of the week, Monday to Friday.
- 14.5 The spread of ordinary hours of work for day work will be worked continuously, except for meal breaks, at the discretion of the Company between 6:00am and 6:00pm.
- 14.6 The spread of ordinary hours in clause 14.5 may be altered by mutual agreement between the Company and a majority of Team Members in the section or sections concerned. However, any work performed prior to the spread of hours in clause 14.5 for which overtime rates are payable, will be deemed for the purposes of this clause to be part of the ordinary hours of work.
- 14.7 The Company and a majority of Team Members in the section or sections concerned may agree that the ordinary working hours are to exceed 8 on any day to enable a weekday to be taken off more frequently than would otherwise occur, provided it does not exceed 10 hours in any day.
- 14.8 The Company and a majority of Team Members in the section or sections concerned may agree to exceed 8 ordinary hours for day work on any day provided this agreement does not result in exceeding 10 ordinary hours a day.
- 14.9 After the first 3 weeks of employment, the ordinary starting or finishing time of a Team Member will not be changed during the currency of the working week unless overtime is paid. However, the starting or finishing times may be changed without payment of overtime in the case of sickness or accident or breakdown of plant or equipment.
- 14.10 Circumstances may arise where different methods of implementation of a 38-hour week apply to various groups or sections of Team Members at the Site.

### Substitute days

- 14.11 The Company, with the agreement of a majority of Team Members concerned, may substitute the day a full-time Team Member is to take off for another day in the case of a breakdown in machinery or a failure or shortage of electric power or to meet the requirements of the Company in emergency situations.
- 14.12 An individual full-time Team Member, with the agreement of the Company, may substitute the day to be taken off for another day.

### Continuous Shift Worker

- 14.13 The ordinary hours of a Five-Day Shift Worker or Seven-Day Shift Worker are to average 38 per week inclusive of crib time and may not exceed 152 hours in 28 consecutive days or a longer cycle if necessary. However, if the Company and the majority of Team Members concerned agree, a roster system may operate on the basis that the weekly average of 38 ordinary hours is achieved over a period which exceeds 28 consecutive days.
- 14.14 Subject to the following conditions, a Five-Day Shift Worker and a Seven-Day Shift Worker is required to work at such times as the Company may require. A shift will consist of not more than 12 hours inclusive of crib time and the following conditions apply:
- (a) in any arrangement of ordinary working hours where the ordinary working hours are to exceed 8 on any shift, the arrangement of hours will be subject to the agreement of the Company and the majority of Team Members;
  - (b) except at the regular changeover of shifts, a Team Member must not be required to work more than one shift in each 24 hours;
  - (c) they have the right to a 20 minute crib break each shift which counts as time worked; and
  - (d) 12-hour shifts may be worked as long as:
    - (i) the Company and the Team Members are guided by workplace health and safety provisions including from WorkSafe Tasmania and the ACTU;
    - (ii) proper health and monitoring procedures are introduced; and
    - (iii) suitable rosters are made available.
- 14.15 If the Company seeks to vary a pre-existing method of working hours by the introduction of 12-hour shifts, it will provide the Team Members concerned with information regarding the impact that the proposed rostering arrangement will have upon the Team Member's remuneration level.

### Non-continuous work

- 14.16 The ordinary hours of non-continuous shift work are to average 38 per week to be worked on one of the following bases:
- (a) 38 hours within a period not exceeding 7 consecutive days; or
  - (b) 76 hours within a period not exceeding 14 consecutive days; or
  - (c) 114 hours within a period not exceeding 21 consecutive days; or
  - (d) 152 hours within a period not exceeding 28 consecutive days.
- 14.17 The method of working may be one of the following:
- (a) by Team Members working less than 8 ordinary hours each day; or
  - (b) by Team Members working less than 8 ordinary hours on one or more days each week; or

- (c) by fixing one weekday on which all Team Members will be off during a particular work cycle; or
  - (d) by rostering Team Members off on various days of the week during a particular work cycle so that each Team Member has one day off during that cycle.
- 14.18 The ordinary hours are to be worked continuously except for meal breaks at the discretion of the Company. A Team Member must not be required to work for more than 5½ hours without a break for a meal. Except at regular changeover of shifts, a Team Member will not be required to work more than one shift in each 24 hours.
- 14.19 The ordinary hours of work prescribed in clauses 14.16 to 14.18 are not to exceed 10 hours on any day. In any arrangement of ordinary working hours where the ordinary working hours are to exceed 8 on any day, the arrangement of hours is to be subject to the agreement of the Company and the majority of Team Members concerned.

## 15. Hours of Work – All Types

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- 15.1 No Team Member must be required to work for more than 12 hours in any one day or shift, except in the case of a breakdown in machinery or to ensure a continuance of operations. A Team Member having completed their shift or days' work or additional hours work will not be called upon for duty until after a lapse of at least 10 hours in the case of day workers and 8 hours for shift workers.
- 15.2 Circumstances may arise where different methods of implementation of a 38-hour week apply to various groups or sections of Team Members.
- Rostered days off**
- 15.3 Where a system of working is adopted to allow one working day off in each 4 weeks, for either day work or shift work, a full-time Team Member will not be entitled to more than 12 such rostered days off in any 12 month period if they had during such 12 months period taken annual leave one day of which would have been a rostered day off.
- 15.4 Cases whereby virtue of the arrangement of their ordinary working hours, a full-time Team Member is entitled to a day off during their work cycle, such Team Member will be advised by the Company at least 4 weeks in advance of the week day to be taken off.
- 15.5 Due to the demands of the Company's clients in the dairy industry, the Company may need to change the ordinary hours of work. Any changes to the ordinary hours of work will be made in consultation with the Team Members and the Union in accordance with clause 12.6 of the Agreement with all reasonable options considered.

### **Breaks**

- 15.6 Meal Breaks:
- (a) Each Team Member (other than a Continuous Shift Worker) who works more than 5 hours during a shift will be entitled to an unpaid meal break of not less than 30 minutes duration, to be taken at a mutually agreed time after commencing work. Such meal breaks will not be counted as time worked.
  - (b) A Continuous Shift Worker is entitled to have a meal period of not less than 20 minutes which counts as time worked.
  - (c) A Team Member will not be compelled to work for more than 5½ hours after commencing the daily shift without a break for a meal. However, where the ordinary hours of work on any specified day do not exceed 6 hours, those hours may be worked without a meal break by agreement of the majority of Team Members concerned and the Company.
  - (d) Any Team Member required for duty during their usual meal time will be paid at the rate of time and a half until they are allowed the usual length of time for a meal unless they are allowed to have their meal at their job and is paid at the rate of time and a half during the time of their usual meal-time.

### Rest time

- 15.7 A rest period of 10 minutes will be allowed to all Team Members in the first half of each day or shift at a time fixed by the Company provided that:
- (a) the time of taking the rest period may vary, at the option of the Company, as between Team Members; and
  - (b) Team Members will not leave the department or section in which they are employed without the consent of the Company.

### Substitute days

- 15.8 The Company, with the agreement of the majority of Team Members concerned, may substitute the day a Team Member is to take off for another day in the case of a breakdown in machinery or a failure or shortage of electric power or to meet the requirements of the business in emergency situations.
- 15.9 An individual Team Member, with the agreement of the Company, may substitute the day to be taken off for another day.
- 15.10 Where a system of working is adopted to allow one working day off in each 4 weeks a Team Member will not be entitled to more than 12 such rostered days off in any 12 months period if they had during such 12 months period taken annual leave one day of which would have been a rostered day off.
- 15.11 In cases where by virtue of the arrangement of their ordinary working hours, a Team Member is entitled to a day off during their work cycle, such Team Member will be advised by the Company at least 4 weeks in advance of the week day to be taken off.

### Seven-Day shift operation

- 15.12 The Company may work a seven-day shift operation in an establishment or a section of an establishment provided that in changing to such an operation, the Company, the majority of Team Members in the establishment or section and the Union agree to such change.
- 15.13 If a minority of Team Members do not wish to work a seven-day shift operation, they may be transferred to alternative work without prejudice to their existing classification. Clause 13 (Dispute Settlement Term) will be used to deal with any disagreement over a proposed transfer.

### Shift work rosters

- 15.14 Shift rosters must specify the commencing and finishing times of ordinary working hours of the respective shifts.

### Variation to Rostered Shifts

- 15.15 Rostered Shifts for shift workers may only be changed during the currency of a working week if overtime rates are paid. However, Rostered Shifts may be changed without payment of overtime rates in the case of sickness, accident, bereavement or breakdown of plant or equipment.

### Variations to the method of working shifts

- 15.16 The method of working shifts (for example, the roster or the start/finishing time of shifts) may in any case be varied by agreement between the Company and the majority of Team Members concerned to suit the circumstances of the establishment. In the absence of agreement, clause 13 (*Dispute Settlement Term*) will be used.

## Daylight saving

- 15.17 Where by reason of the legislation of a State, summer time is prescribed as being in advance of the standard time of that State, the length of any shift:
- (a) commencing before the time prescribed by the relevant legislation for the commencement of a summer time period; and
  - (b) commencing on or before the time prescribed by such legislation for the termination of a summer time period, will be deemed to be the number of hours represented by the difference between the time recorded by the clock at the beginning of the shift and the time so recorded at the end of the shift, the time of the clock in each case to be set to the time fixed pursuant to the relevant State legislation.
- 15.18 In clause 15.17, the expressions **standard time** and **summer time** are to have the same meaning as are prescribed by the relevant State legislation.

## 16. Requests for Flexible Working Arrangements

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Team Members are entitled to make requests for flexible working arrangements under the NES (currently section 65 of the Act).

## 17. Offers and Requests for Casual Conversion

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- 17.1 Offers and requests for casual Team Members who are directly engaged by the Company to convert to permanency will be made in accordance with the NES, except that the requirement to make an offer will apply after a period of 6 months beginning the day the employment started (instead of 12 months) and is otherwise subject to the terms of the NES.
- 17.2 An indirectly engaged labour worker, who has been engaged by the Company on a regular and systematic basis for a sequence of periods of employment during a period of 6 months, will be offered permanent direct employment by the Company if their role is required to be performed beyond the 6 month period. The permanent position will be offered to the indirectly engaged labour-hire worker on the basis of the same number and pattern of hours worked in the preceding 6 month period.
- 17.3 An indirectly engaged labour hire worker must not be engaged and re-engaged to avoid any obligation under this Agreement.

## 18. Parental Leave

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Team Members are entitled to parental leave entitlements under the NES.

## 19. Annual Leave

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### Entitlement and accrual

- 19.1 For each year of service with the Company (other than periods of casual employment with the Company) a Team Member is entitled to 4 weeks of paid annual leave. The Company may convert this entitlement into an hourly entitlement for administrative ease (i.e.: 152 hours for a full-time Team Member entitled to 4 weeks of annual leave).
- 19.2 Annual leave accrues progressively during a year of service (other than periods of casual employment with the Company) according to the Team Member's ordinary hours of work and accumulates from year to year.



- 19.3 For the purpose of the additional week of annual leave provided for in section 87(1)(b) of the Act, a shiftworker is:
- (a) a Seven-Day Shift Worker; or
  - (b) a 7-day shift worker who is regularly rostered to work on Sundays and Public Holidays.
- 19.4 For the purposes of clause 19.3(a), where a Team Member with 12 months' continuous service is engaged to work Seven-Day Shift Work for part of 12 monthly period, they will be entitled to have the period of leave to which they are entitled increased by half a day for each month they are continuously engaged in Seven-Day Shift Work.
- 19.5 If the period during which a Team Member takes annual leave includes a day or part-day that is a Public Holiday, the Team Member is taken not to be on annual leave on that Public Holiday.

### Taking annual leave

- 19.6 Annual leave will be taken at a time mutually agreed between a Team Member and the Company.
- 19.7 Annual leave may be taken in any number of periods by agreement of the Company.
- 19.8 When annual leave is taken, a Team Member's accrued balance of annual leave is reduced by the actual number of ordinary hours they would have worked had they not taken the leave.

### Direction to take annual leave

- 19.9 A Team Member has an excessive leave accrual if the Team Member has accrued more than 8 weeks of annual leave, not including any approved annual leave arrangements in place or a plan to take leave discussed with a Team Member's manager for the upcoming 12 months.
- 19.10 Where a Team Member has excessive leave accrual, in the first instance, the Company will discuss the excessive leave accrual with the Team Member, for the purposes of discussing how the excessive leave will be taken, and developing a leave plan regarding when annual leave is to be taken.
- 19.11 Notwithstanding clause 19.6, where a Team Member has excessive leave accrual, and the discussion referred to in clause 19.10 does not result in the Team Member implementing the leave plan by applying for annual leave as per the ordinary process, the Company may direct a Team Member to take an amount of annual leave up to or equal to 25% of their total annual leave entitlement.
- 19.12 The direction given as per clause 19.11 must not require the Team Member to take a period of annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given.

### Cashing out of annual leave

- 19.13 Where a Team Member has accrued annual leave in excess of 8 weeks, they may request that the Company cash out up to or equal to 25% of their total annual leave entitlement.
- 19.14 Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement in writing and must state the amount of annual leave to be cashed out, the payment to be made for it and the date on which the payment is made.
- 19.15 If such an agreement is made, the Team Member's annual leave balance will be reduced accordingly.
- 19.16 Payment for annual leave cashed out will not be less than the amount that would have been payable had the Team Member taken the leave at the time the payment is made.



### Leave allowed before due date

- 19.17 A Team Member and the Company may agree to a period of annual leave being taken before the Team Member has accrued the entitlement to the leave.
- 19.18 If, on the termination of the Team Member's employment, the Team Member has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 19.17, the Company may deduct from any money due to the Team Member on termination an amount equal to the amount that was paid to the Team Member in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

### Payment for period of leave

- 19.19 Each Team Member before going on leave will be paid all wages which would normally become due and payable during the period of leave.
- 19.20 Annual leave will be paid at the rate contained in this Agreement for the Team Member's classification immediately prior to the commencement of their leave or the termination of their employment, including any leading hand allowances and/or first aid allowance.
- 19.21 A Team Member engaged in shift work will receive either the average shift penalty rates as appropriate according to the respective full roster cycle before going on leave, or an annual leave loading of 17.5%, whichever is the greater. For all other Team Members, they will be paid an annual leave loading of 17.5% for the period of annual leave.
- 19.22 On termination of employment, a Team Member must be paid for annual leave accrued that has not been taken at the appropriate wage calculated in accordance with clause 19.19 and 19.21.

### Annual close-down

- 19.23 The Company may close down the plant or section or sections of it for the purpose of allowing leave to all or the bulk of the Team Members in the plant or section or sections concerned, in accordance with the following provisions:
- (a) The Company may by giving notice, stand off for the duration of the close-down all Team Members in the plant or section or sections concerned and allow those who are not qualified 4 or 5 full weeks' paid leave at the appropriate rate of wage prescribed by this Agreement.
  - (b) A Team Member who has then qualified for 4 or 5 full weeks annual leave under this Agreement and who has completed a further week or more of continuous service will be allowed 4 weeks annual leave and will also be paid at the appropriate rate of wage prescribed by this Agreement.
  - (c) Alternatively, the Company may by giving notice, close-down the plant or a section or sections of it for 2 separate periods for the purpose of granting annual leave in accordance with this clause. If the Company closes down the plant in 2 separate periods, one of those periods will be of at least 21 consecutive days to commence in the month of December and the second period will not be later than the September next following.
  - (d) Where the majority of the Team Members in the plant or section or sections concerned agree, the Company may close down the plant in accordance with this clause in 2 separate periods, neither of which is of at least 21 consecutive days, or in 3 separate periods. In such cases, the Company will advise the Team Members concerned of the proposed dates of each close-down before asking them for their agreement.
  - (e) Alternatively, the Company may close down the plant, or a section or sections of it for a period of at least 21 consecutive days to commence in the month of December in each year and grant the balance of the annual leave due to a Team Member in one

continuous period in accordance with a roster, with the said balance being given and taken no later than the September next following.

- (f) Alternatively, the Company may close down the plant, or a section or sections of it for a period of less than 21 consecutive days and allow the balance of the annual leave due to a Team Member in one or 2 continuous periods either of which may be in accordance with a roster. In such a case the granting and taking of annual leave will be subject to the agreement of the Company and the majority of Team Members in the plant, or a section or sections of it respectively and before asking the Team Members concerned for their agreement the Company will advise them of the proposed date of the close down or close downs and the details of the annual leave roster.
- (g) The next 12-monthly qualifying period of each Team Member affected by such close-down will commence, from the day on which the plant or section or sections concerned is reopened for work or from the day on which the plant or section or sections concerned is reopened for work after each December close-down.
- (h) All time during which a Team Member is stood off without pay for the purpose of this clause will be deemed to be time of service in the next 12-monthly qualifying period.

19.24 Payment for annual leave under clause 19.23 will be calculated as follows:

- (a) if, in the first year of their service with the Company a Team Member is allowed proportionate annual leave under clause 19.23 and subsequently within such year ends the employment or the employment is terminated by the Company, the Team Member will be entitled to the benefit of adjustment for any proportionate leave which they may have been allowed; and
- (b) any Team Member who terminates their employment or is dismissed for any reason after the December close down and before any balance of leave due to them at the date under clause 19.24(a) has been granted will be paid such balance on termination or dismissal.

19.25 Where the Company intends to close down the plant or section or sections of it for the purpose of allowing leave to all or the bulk of Team Members in the plant or section or sections concerned, it will post a notice on the factory noticeboard not less than 6 months before the intended close down, indicating the proposed close down and reopening dates. However, such advice is subject to confirmation or change up until not less than one month before the actual close-down date.

## 20. Personal / Carer's Leave

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### Relevant definition

20.1 For the purpose of clause 20, the term **Immediate Family** has the same meaning as set out in clause 1.1.

### Entitlement and accrual

20.2 For each year of service with the Company (other than periods of casual employment with the Company), a Team Member is entitled to 12 notional days of paid personal / carer's leave. For the purposes of this clause, a notional day consists of 1/10<sup>th</sup> of the equivalent of a Team Member's ordinary hours of work in a 2 week period.

20.3 A Team Member's entitlement to paid personal / carer's leave accrues progressively during a year of service (other than periods of casual employment with the Company) according to the Team Member's ordinary hours of work and accumulates from year to year.

20.4 The Company will credit a Team Member's entitlement to paid personal leave in advance on the commencement of employment and for each subsequent year on the anniversary date of the commencement of employment.

- 20.5 The Company will pay a Team Member 50% of their accrued but untaken personal / carer's leave on termination provided that the Team Member has at least 7 years of continuous service. For the purpose of this clause, "termination" includes resignation, retirement and redundancy but excludes abandonment of employment and dismissal for performance, misconduct or incapacity.
- 20.6 A Team Member is not entitled to paid personal / carer's leave for any period of absence in respect of which they are entitled to workers' compensation.

#### Taking personal / carer's leave

- 20.7 A Team Member (other than a casual Team Member) may take paid personal / carer's leave if the leave is taken:
- (a) because the Team Member is not fit for work because of a personal illness, or personal injury, affecting the Team Member; or
  - (b) to provide care or support to a member of the Team Member's Immediate Family 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.
- 20.8 If a Team Member takes a period of paid personal / carer's leave for a reason set out in clause 20.7, the Company must pay the Team Member at the Ordinary Rate of Pay in respect of the Team Member's ordinary hours of work in the period.

#### Unpaid carer's leave

- 20.9 A Team Member, including a casual Team Member, is entitled to 2 days of unpaid carer's leave for each occasion when a member of the Team Member's Immediate Family requires care or support because of:
- (a) a personal illness, or personal injury, affecting the member; or
  - (b) an unexpected emergency affecting the member.
- 20.10 A Team Member may take unpaid carer's leave as:
- (a) a single continuous period of up to 2 days; or
  - (b) any separate periods to which the Team Member and the Company agree.

#### Notice and evidence requirements

- 20.11 Subject to this clause, a Team Member who takes leave for a reason set out in clause 20.7 or 20.9 must:
- (a) give notice to the Company as soon as practicable and must advise the Company of the period, or expected period, of the leave; and
  - (b) give the Company a medical certificate within 48 hours of the commencement of the leave, or other satisfactory evidence, such as a statutory declaration that satisfies the Company that the leave is taken for a reason set out in clause 20.7 or 20.9. A medical certificate or other satisfactory evidence will not be required:
    - (i) for the first 6 single day absences in any calendar year; or
    - (ii) in circumstances where a Team Member commences the absence from work on a day or shift where they have already commenced their shift, unless those absences occur immediately before or after a Public Holiday, rostered day off or a period of annual leave.

## 21. Compassionate Leave

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- 21.1 For the purpose of clause 21, the term **Immediate Family** has the same meaning as set out in clause 1.1.
- 21.2 A Team Member (other than a casual Team Member) is entitled to 2 days of paid compassionate leave for each occasion and on production of satisfactory evidence when:
- (a) a member of the Team Member's Immediate Family:
    - (i) contracts or develops a personal illness or sustains a personal injury that poses a serious threat to their life; or
    - (ii) dies;
  - (b) a child is stillborn, where the child would have been a member of the Team Member's Immediate Family, if the child had been born alive; or
  - (c) the Team Member, or the Team Member's spouse or de facto partner, has a miscarriage.
- 21.3 A Team Member will be entitled to a maximum of 3 days' of paid compassionate leave (24 ordinary hours) without loss of pay on each occasion and on production of satisfactory evidence within 8 weeks of the death a member of the Team Members Immediate Family. However, this clause will not apply where it coincides with any other period of leave.
- 21.4 Casual Team Members are entitled to unpaid compassionate leave under the NES.

## 22. Family and Domestic Violence Leave

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Family and domestic violence leave will be in accordance with the NES.

## 23. Community Service Leave

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### Eligible community service activity

- 23.1 A Team Member who engages in an eligible community service activity is entitled to be absent from their employment for a period if:
- (a) the period consists of one or more of the following:
    - (i) time when the Team Member engages in the activity;
    - (ii) reasonable travelling time associated with the activity;
    - (iii) reasonable rest time immediately following the activity; and
    - (iv) the Team Member 's absence is reasonable in all the circumstances.
- 23.2 For the purposes of clause 23, eligible community service activity includes a voluntary emergency activity or an activity prescribed by the Act.
- 23.3 A Team Member engages in a voluntary emergency activity if, and only if:
- (a) the Team Member engages in an activity that involves dealing with an emergency or natural disaster; and
  - (b) the Team Member engages in the activity on a voluntary basis (whether or not the Team Member directly or indirectly takes or agrees to take an honorarium, gratuity or similar payment for engaging in the activity); and
  - (c) the Team Member is a member of, or has a member-like association with, a recognised emergency management body (eg: CFA, Army Reserve etc); and

- (d) either the Team Member was requested by or on behalf of the body to engage in the activity, or no such request was made but it would be reasonable to expect that, if the circumstances had permitted the making of such a request, it is likely that such a request would have been made.

#### Notice and evidence requirements for eligible community service activity

- 23.4 A Team Member who wants an absence from their employment to perform an eligible community service activity must give the Company notice of the absence. The notice must be given to the Company as soon as practicable (which may be a time after the leave has started) and must advise the Company of the expected period of the leave.
- 23.5 A Team Member must, if required by the Company, give the Company evidence that would satisfy a reasonable person that the absence is because the Team Member has been or will be engaging in an eligible community service activity.
- 23.6 A Team Member's absence from their employment is not covered by this clause unless the Team Member complies with the notice and evidence requirements.

#### Jury service

- 23.7 A Team Member required to attend for jury service during their ordinary working hours will be reimbursed by the Company an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount of wage they would have received in respect of the ordinary hours they would have worked had they not been on jury service.
- 23.8 A Team Member will notify the Company as soon as possible of the date upon which they are required to attend for jury service. Further, the Team Member will give the Company proof of their attendance, the duration of such attendance and the amount received in respect of such jury service.

#### Blood donors

- 23.9 A Team Member who attends a recognised clinic for the purpose of donating blood during working hours will (subject to normal manning requirements) be allowed the necessary leave of absence without loss of pay on not more than 4 occasions in each 12 months.
- 23.10 However, a Team Member will not be entitled to payment with respect to time lost in excess of 2 hours on each occasion. A Team Member will notify the Company as soon as possible of the time and date upon which they are intending to be absent for the purpose of donating blood.

## 24. Long Service Leave

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- 24.1 This clause will be read in conjunction with the *Long Service Leave Act 1976 (Tas)* provided that where there is any inconsistency this clause will take precedence to the extent of any inconsistency.
- 24.2 Team Members will accrue long service leave at the rate of 1.3 weeks for each year of service. This equates to 13 weeks leave for every 10 years of service.
- 24.3 Additionally, long service leave will be available after 7 years' service on a pro-rata basis.
- 24.4 Team members may take long service leave for any period of not less than one day at a time.

## 25. Public Holidays

25.1 In this Agreement, Public Holiday means:

Item	Public Holiday	Description / terms	Source
1	1 January	New Year's Day. When New Year's Day is a Saturday or on a Sunday, a holiday in lieu will be observed on the next Monday	NES
2	26 January	Australia Day. When Australia Day is a Saturday or on a Sunday, a holiday in lieu will be observed on the next Monday	NES
3	Good Friday	On the day declared or prescribed under a law of Tasmania	NES
4	Easter Saturday	On the day declared or prescribed under a law of Tasmania	Law of Tas
5	Show day	Show Day will be a Public Holiday in lieu of Easter Saturday which means not more than one local Show Day observed on a Team Member's ordinary working day, other than a Saturday or Sunday, in the city, town or district in which the Team Member is employed; or such other day which in the absence of such a local Show Day, is agreed on by the Team Member and the Company	Law of Tas
6	Easter Monday	On the day declared or prescribed under a law of Tasmania	NES
7	25 April	Anzac Day	NES
8	King's birthday	On the day declared or prescribed under a law of Tasmania	NES
9	Labour Day	On the day declared or prescribed under a law of Tasmania	Law of Tas
10	25 December	Christmas Day. When Christmas Day is a Saturday or a Sunday, a Public Holiday in lieu will be observed on 27 December	NES
11	26 December	Boxing Day. When Boxing Day is a Saturday or a Sunday, a holiday in lieu will be observed on 28 December	NES
12	Other days	Any other day or part day which is declared or prescribed under a law of Tasmania to be observed generally as a public holiday in Tasmania such as Regatta Day in Southern Tasmania (Oatlands and all towns South) and Recreation Day in Northern Tasmania (all towns north of Oatlands)	This Agreement

25.2 Subject to the NES, Team Members are entitled to be absent from employment on Public Holidays without deduction of pay.

25.3 In accordance with the NES, if under a Tasmanian law a day which would otherwise be a Public Holiday is substituted for a different day, then the substitute day is the Public Holiday for the purpose of this Agreement. The Company and a Team Member may agree on the substitution of a day, or part-day for a day or part-day that would otherwise be a Public Holiday.



### Payment for time worked

- 25.4 A Team Member who works on any Public Holiday will for all time worked on that day be paid 250% of their Ordinary Rate of Pay.

### Public Holidays and workers compensation

- 25.5 A Team Member absent as the result of an accident sustained in the course of their employment or in the periodic journeying to or from their place of employment and who is receiving payment under any workers' compensation legislation will not be entitled to payment for any Public Holidays occurring during such absence, but will only be entitled to the difference between the payment received for such day under any workers' compensation legislation and their normal wage for the Public Holiday.

### Public Holidays and termination

- 25.6 Notwithstanding anything to the contrary in this Agreement, if the Company gives to a Team Member a notice of termination of engagement expiring or taking effect as a dismissal within 7 days of the date on which any of the said Public Holidays fall or are observed, the Company will pay the Team Member so dismissed a day's pay for each such Public Holiday falling or being observed within 7 days of the termination of the engagement (unless the engagement is determined by the Company by reason of the misconduct of the Team Member) provided that:
- (a) this clause will not apply to any Team Member who at the date of expiration of such notice will not have been employed by the Company concerned for at least 80% of the ordinary working time of the 3 consecutive weeks immediately preceding the expiration of such notice; and
  - (b) when any Public Holiday is observed on a non-working day, the Team Member concerned will not be entitled to payment for such Public Holiday.

### Seven-Day Shift Work

- 25.7 A Team Member who performs Seven-Day Shift Work who is rostered to work regularly on Sundays and Public Holidays, when their rostered day off falls on a Public Holiday will at the discretion of the Company be paid for that day at the Ordinary Rate of Pay or have an additional day added to their annual leave. This clause will not apply when the Public Holiday on which they are rostered off falls on a Saturday or Sunday.
- 25.8 A Team Member who performs Seven-Day Shift Work who is required to work on their rostered day off when such rostered day off falls on a Public Holiday will be paid at the rate of double time for work performed and have an additional day added to their annual leave.
- 25.9 A Team Member who performs Seven-Day Shift Work who is rostered to work on a Public Holiday and works on a Public Holiday must be paid at the rate of double time for all time worked.

### Public Holidays and shift work

- 25.10 Shift workers must be paid at the rate of 200% of the Ordinary Rate of Pay for work performed at any time on a Public Holiday, however, they may be required to work until the completion of their shifts on Public Holidays without the payment of the penalty rates in clause 25.4 provided they are not required to work on the Night Shift commencing on the Public Holiday.

### Public Holidays and rostered days off – day work

- 25.11 A rostered day off will not coincide with a Public Holiday. However, if a Public Holiday is prescribed after a Team Member has been given notice of a weekday off and the Public Holiday falls on the weekday the Team Member is to take off, the Company will allow the Team Member to take the rostered day off on an alternative weekday.

## 26. Termination of Employment

### Notice of termination by Company

- 26.1 If the Company wishes to terminate the employment of a Team Member, it will give the Team Member no less than the following period of notice:

Period of Continuous Service at the End of the Day that Notice is Given	Period of Notice
One year or less	1 week
Over one year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years	4 weeks

- 26.2 In addition to the notice in clause 26.1, Team Members over 45 years of age at the time of the giving of the notice with not less than 2 years continuous service, will be entitled to an additional week's notice.
- 26.3 Payment in lieu of the notice will be made if the appropriate notice period is not given. The Company may terminate employment by giving part of the period of notice with the balance as payment in lieu.
- 26.4 Notice of termination given by the Company at or before the commencement of any shift will commence to run from the beginning of such shift and notice given after the commencement of a shift will not begin to run until the commencement of the next succeeding shift.
- 26.5 The amount of any payment in lieu of notice of termination under this Agreement, will be at least the amount the Company would have been liable to pay to the Team Member at the full rate of pay for the hours they would have worked had the employment continued until the end of the period of notice.
- 26.6 The period of notice in clauses 26.1 and 26.2 will not apply in the case of a Team Member whose employment is terminated because of serious misconduct within the meaning of the Regulations to the Act or for any other reason for which summary dismissal would be permitted at common law, in the case of casual Team Members or Team Members engaged for a specific period of time or for a specific task or tasks.

### Notice of termination by Team Member

- 26.7 The notice of termination required to be given by a Team Member will be the same as that required of the Company, save and except there will be no additional notice based on the age of the Team Member concerned.
- 26.8 If a Team Member fails to give the required notice, the Company may withhold an amount not exceeding the amount the Team Member would have been paid under this Agreement in respect of the period of notice required by clause 26.7 less any period of notice actually given by the Team Member.
- 26.9 Provided that where a Team Member, the Company and the Union agree, the Team Member may be released prior to the expiry of the notice period with payment of wages to the date of termination only.

### Time off during notice period

- 26.10 Where the Company has given notice of termination to a Team Member, the Team Member will be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off will be taken at times that are convenient to the Team Member after consultation with the Company.



## Statement of employment

- 26.11 The Company will, upon receipt of a request from a Team Member whose employment has been terminated, provide to the Team Member a written statement specifying the period of their employment and the classification of or the type of work performed by the Team Member.

## Summary dismissal

- 26.12 The Company will retain the right to dismiss any Team Member without notice for conduct that justifies instant dismissal (per clause 26.6 above). In such cases, the wages will be paid up to the time of dismissal only.

## 27. Redundancy

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### Discussions before termination

- 27.1 Where the Company has made a definite decision that the Company no longer wishes the job the Team Member has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, the Company will hold discussions with the Team Members directly affected and with the Union.
- 27.2 The discussions will take place as soon as practicable after the Company has made a definite decision which will invoke the provisions of clause 27.1 and will cover, among other things, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations on the Team Members concerned.
- 27.3 For the purposes of the discussion the Company will, as soon as practicable, provide in writing to the Team Members concerned and the Union, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of Team Members likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out. However, the Company will not be required to disclose confidential information the disclosure of which would be contrary to the Company's interests.
- 27.4 For the purpose of clause 27 where the Company will make jobs redundant, the Company will first invite those Team Members to identify whether they would like to be considered for a voluntary redundancy. The Company will consider the Team Member's preferences but will then determine the specific jobs to be made redundant in its absolute discretion having regard to its financial and operational considerations.

### Redundancy pay

- 27.5 A Team Member whose employment is terminated for reasons set out in clause 27.1 will be entitled to:
- (a) four Weeks' Pay for each year of service and a pro-rata amount for each incomplete year of service capped at 104 Weeks' Pay. "Week's Pay" means the Team Member's Ordinary Rate of Pay for 38 hours, or if the Team Member is a part-time Team Member, their agreed weekly hours of work; and
  - (b) four weeks' notice (or payment in lieu of notice) or 5 weeks' notice in accordance with clause 26.2 (or payment in lieu of notice); and
  - (c) payment of accrued but untaken annual leave entitlements; and
  - (d) payment of pro-rata long service leave if the Team Member has 7 years of completed service.

### Job search entitlements

- 27.6 During the period of notice of termination given by the Company for redundancy, a Team Member will be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking alternative employment.
- 27.7 If the Team Member has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Team Member will, at the request of the Company, be required to produce proof of attendance at an interview. For this purpose, a statutory declaration will be sufficient.
- 27.8 The job search entitlements under this clause apply in lieu of the provisions of clause 26.10.

## PART 4 – CLASSIFICATIONS AND WAGES

### 28. Classifications and Ordinary Rate of Pay

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- 28.1 The classifications under this Agreement are set out in *Appendix 1*.
- 28.2 The Company will pay Team Members the Ordinary Rate of Pay set out in *Appendix 3* for performing ordinary hours of work under their assigned classification as defined in *Appendix 1*.
- 28.3 A casual Team Member will be paid a casual loading of 25% for ordinary hours in addition to their Ordinary Rate of Pay.

### 29. Allowances

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The Company will pay a Team Member the allowances the Team Member is eligible for under *Appendix 2*.

### 30. Overtime

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#### Payment for working overtime

- 30.1 Unless otherwise stated, all time worked before or after the Team Member's starting or finishing time will be paid at 200% of their Ordinary Rate of Pay.
- 30.2 A Team Member will have completed the normal number of daily hours before overtime payment commences for such day, except where failure to do so is due to causes outside the Team Member's control or where time off has been with the Company's consent.

#### Requirement to work reasonable overtime

- 30.3 The Company may require any Team Member to work reasonable overtime at overtime rates and such Team Member will work overtime in accordance with such requirement.
- 30.4 The Union will not in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation or restriction upon the working of overtime in accordance with the requirement of this clause.
- 30.5 A Team Member will be able to reasonably refuse overtime in accordance with the NES.

#### Transport of Team Members after overtime

- 30.6 When a Team Member, after working overtime, or a shift for which they have not been regularly rostered, finishes work at a time when reasonable means of transport are not available, the Company will provide the Team Member with a conveyance to their home, or pay the Team Member their Ordinary Rate of Pay for the time reasonably occupied in reaching the Team Member's home.

#### Crib time

- 30.7 Unless the period of overtime is less than 1.5 hours, a Team Member before starting overtime after working ordinary hours will be allowed a meal break of 20 minutes which will be paid at the Ordinary Rate of Pay. The Company and the Team Member may agree to any variation of this clause to meet the circumstances of the work in hand provided the Company will not be required to make any payment in respect of any time allowed in excess of 20 minutes.

#### Overtime on Saturday, Sunday or a Public Holiday

- 30.8 A Team Member required to work on a Saturday, Sunday or Public Holiday will be provided with a minimum of 3 hours' work or paid for 3 hours at the appropriate rate. However, this clause will not apply where the work is continuous with work commencing on the previous day or extending into the following day.

### Shift work and overtime

- 30.9 Overtime will not be payable in the case of a change of shifts arranged between Team Members themselves. Such arrangements will have the approval of the Company and such approval will not be unreasonably withheld.

### Rest period after overtime

- 30.10 A Team Member, other than a casual Team Member, who works so much overtime between the termination of their ordinary hours on one day and the commencement of their ordinary hours on the next day that the Team Member has not had at least 10 consecutive hours off duty between those times must, subject to the other provisions of this clause, be released after completion of the overtime until the Team Member has had 10 consecutive hours off duty without loss of pay for ordinary hours occurring during the absence.
- 30.11 If, on the instructions of the Company, a Team Member resumes or continues work without having had 10 consecutive hours off duty the Team Member must be paid at 200% of the Ordinary Rate of Pay until the Team Member is released from duty. The Team Member is then entitled to be absent until the Team Member has had 10 consecutive hours off duty without loss of pay for ordinary hours occurring during the absence.
- 30.12 By agreement between the Company and individual Team Member, the 10 hour break provided for in this clause may be reduced to a period of no less than 8 hours.

## 31. Saturday Work

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A Team Member (other than Team Members performing Seven-Day Shift Work) who is employed on a Saturday (normal hours) will for all time worked on that day be paid 150% of their Ordinary Rate of Pay for the first 3 hours and thereafter at 200% of their Ordinary Rate of Pay.

## 32. Sunday Work

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A Team Member (other than Team Member performing Seven-Day Shift Work) who is employed on a Sunday will for all time worked on that day be paid 200% of their Ordinary Rate of Pay. However, where, by agreement between the Company and the Union (and such agreement will not be unreasonably withheld), shifts are rearranged to commence on Sunday instead of Monday, the Team Member will be paid their Ordinary Rate of Pay for Sunday work.

## 33. Shift Work

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### Shift work penalty rates

- 33.1 Continuous Shift Workers, non-continuous shift workers, or Seven-Day Shift Workers will be paid 115% of their Ordinary Rate of Pay per shift when working on Afternoon Shift or Night Shift.
- 33.2 Shift work penalty rates will be calculated to the nearest cent with any fraction of a cent in the result less than half a cent being disregarded.
- 33.3 A Team Member who is required to work:
- (a) during a period of engagement on shift, on Night Shift only; or
  - (b) on Night Shift for a period longer than 4 consecutive weeks; or
  - (c) on a Night Shift which does not rotate or alternate with another shift or with day work so as to give them at least 1/3 of the time off Night Shift in each 3 shift cycles, must, during such engagement period or cycle, be paid at the rate of 130% of their Ordinary Rate of Pay for all time worked during ordinary hours.

### Shift work at weekends

- 33.4 For work performed between 11:00pm on Friday and the ordinary ceasing time on Saturday, Team Members working shifts must, be paid at the minimum rate of 150% of their Ordinary Rate of Pay.
- 33.5 Team Members who perform Seven-Day Shift Work must be paid at least:
- (a) 150% of their Ordinary Rate of Pay for work performed between midnight Friday and midnight Saturday; and
  - (b) 175% of their Ordinary Rate of Pay for work performed between midnight Saturday and midnight Sunday.
- 33.6 The rates payable for work between midnight Friday and midnight Sunday set out above are to be paid instead of, and not in addition to, the shift penalties under clauses 33.1 to 33.3.

### Afternoon and Night Shifts – non-successive shifts

- 33.7 A Team Member who works on an Afternoon Shift or Night Shift which does not continue:
- (a) for at least 5 successive Afternoon Shifts or Night Shifts or 6 successive Afternoon Shifts or Night Shifts in a 6-day workshop (where no more than 8 ordinary hours are worked on each shift); or
  - (b) for at least 38 ordinary hours (where more than 8 ordinary hours are worked on each shift and the shift arrangement is in accordance with clauses 0 to 15,  
must be paid for each shift 150% of the Ordinary Rate of Pay for the first 3 hours and 200% of the Ordinary Rate of Pay for the remaining hours.

## 34. Mixed Functions

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- 34.1 Any Team Member engaged in any one day or shift during ordinary working hours for more than 2 hours at work in a higher classification than they are employed to perform will be paid for the full day or shift at the highest rate payable for any such work under this Agreement. However, if a Team Member is so engaged for 2 hours or less they will only be paid at the rates fixed by this Agreement for the work actually performed.
- 34.2 Any Team Member who is transferred to a lower grade of work than that upon which they are usually employed will be paid at the higher wage for the remainder of the day or shift on which such transfer takes place and from the commencement of the next working day or shift they will be paid at the appropriate wage for the class of work performed.
- 34.3 Subject to clause 34.4, if a Team Member has been required by the Company to be engaged in a higher classification (other than Level 4 – Acting Team Lead) for 3 months on a continuous basis, the Team Member will be re-classified to the higher classification.
- 34.4 The above clause only applies where a vacancy exists at the higher classification and the Team Member is trained and competent to perform the duties at the higher classification.

## 35. Payment of Wages

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- 35.1 Subject to clause 35.5, wages will be paid weekly by electronic funds transfer.
- 35.2 The Company will provide Team Members with pay slips in accordance with the Act. In addition, the Company will provide Team Members with details of their leave balances for each pay period.
- 35.3 Wages will be paid as follows:
- (a) not later than 3 ordinary working days following the end of the pay period for which the payment relates; or

- (b) not later than 4 ordinary working days following the end of the pay period for which the payment relates where a holiday or a rostered day off occurs in the 3 ordinary working days after the pay period for which the payment relates; or
  - (c) not later than the fifth ordinary working day following the end of the pay period for which the payment relates where Christmas Day and Boxing Day occur in the week due following the pay period for which the payment relates; or
  - (d) where a Team Member's employment with the Company ends for any reason, the Company will pay the Team Members wages on or before the pay cycle under clause 35.1 following their last day of employment.
- 35.4 If a Public Holiday falls on or between the end of a pay period and the due date for payment (**Period**), a Team Member's wages will be paid after the due date for payment. The number of Public Holidays in the Period will determine how many days after the due date that a Team Member will receive their wages. For example, if there are 2 Public Holidays that fall in the Period, a Team Member's wages will be paid 2 days after the due date for payment.
- 35.5 During the term of this Agreement, the Company may transition to paying wages on a fortnightly basis by electronic funds transfer under these terms:
- (a) the Company will provide Team Members with 2 months written notice in advance of the date wages will commence being paid on a fortnightly basis; and
  - (b) if Team Members will experience any adverse financial impacts, the Company will offer the following options to Team Members prior to the date wages will commence being paid on a fortnightly basis:
    - (i) to cash out any accrued but untaken annual leave in accordance with the Award but the maximum amount that may be cashed out is 38 hours; or
    - (ii) to receive up to one week's ordinary pay in advance (before tax) with such advance payment to be offset against the Team Member's next pay cycle or a later pay cycle if agreed in writing by the Company;
  - (c) the options in clause 35.5(b) are made in the alternative. Team Members may accept one of the options, not both options.

## 36. Superannuation

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- 36.1 For the purposes of clause 36:
- (a) **Ordinary Time Earnings** means the amount a Team Member earns for their ordinary hours of work contained in this Agreement (including any leading hand allowance, shift penalty, weekend and public holiday rates where the shift work is part of the Team Member's ordinary hours of work. All other allowances and payments including overtime are excluded.
  - (b) **Superannuation Fund** means *AustralianSuper* (**Aussie Super**) or such other complying superannuation fund nominated by the Team Member in writing.

### Contributions

- 36.2 The Company will make compulsory employer superannuation contributions into the Superannuation Fund in accordance with applicable superannuation legislation, however, any such contributions will not be less than 10% or the statutory minimum (whichever is higher) of a Team Member's Ordinary Times Earnings.
- 36.3 *AustralianSuper* is the Company's default Superannuation Fund. Team Members can nominate an alternative superannuation fund if it is compliant with occupational superannuation standards. If a Team Member does not nominate an alternative superannuation fund, all contributions will be made to *AustralianSuper*.

- 36.4 Such contributions required by this clause will be made to the Superannuation Fund in the manner and at the times specified by the terms of the Superannuation Fund or in accordance with any agreement between the Company and the Trustees of the Superannuation Fund.
- 36.5 Where a Team Member is not a member of *AustralianSuper*, but eligible to join, the Company will remind the Team Member, in writing, of their entitlements, within a period of a further 6 months from the date of becoming eligible for superannuation.

#### Absence from work

- 36.6 Subject to the Trust Deed of the Superannuation Fund, absences from work will be treated in the following manner:
- (a) Paid leave – contributions will continue whilst a member of a fund is absent on paid leave such as annual leave, long service leave, public holidays, jury service, personal leave and compassionate leave.
  - (b) Unpaid leave – contributions will not be required to be made in relation to any absence from work without pay.
  - (c) Work related injury and sickness – if an eligible Team Member's absence from work is because of a work-related injury or sickness, contributions will continue for the period of the absence (subject to a maximum of 52 weeks total absence for each injury or sickness) provided that the member of the fund (Team Member) is receiving payments pursuant to workers compensation legislation.

#### Salary sacrifice

- 36.7 Team Members will have the opportunity to salary sacrifice for superannuation according to the Company policy for salary sacrifice as varied from time to time.
- 36.8 Team Members will need to seek their own financial advice before making a decision to salary sacrifice and the Company will not be held responsible for the outcomes of any decisions Team Members make in this regard.
- 36.9 The obligations of the Company to contribute to the Superannuation Fund in respect of a Team Member will cease on the last day of such Team Member's employment with the Company.

### 37. Supported Wages System For Team Members With Disabilities

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Team Members will, because of the effects of a disability, be eligible to receive a supported wage if they meet the terms set out in the Award.

### 38. National Training Wage

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Team Members who are eligible for a national training wage under the Award will be paid \$1.00 per week more than the minimum rates set out in the Award for trainees.



## PART 5 – COMPANY AND TEAM MEMBER RELATIONSHIP

### 39. Consultative Mechanism

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The Team Members and their nominated representative (who may be the Union) will establish a consultative mechanism and procedures appropriate to the size, structure and needs of the Company.

### 40. Team Member Duties

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- 40.1 To become entitled to payment of wages, a Team Member must perform such work as the Company will from time to time require on the days and during the hours usually worked by the class of Team Member affected and in accordance with the Agreement and the terms below:
- (a) The Company may direct a Team Member to carry out such duties as are within the limits of the Team Member's skill, competence and training consistent with the classification structure of this Agreement provided that such duties are not designed to promote deskilling.
  - (b) The Company may direct a Team Member to carry out such duties and use such tools and equipment as may be required provided that the Team Member has been properly trained in the use of such tools and equipment.
  - (c) Any direction issued by the Company pursuant to clauses 40.1(a) and 40.1(b) will be consistent with the Company's responsibilities to provide a safe and healthy working environment.
  - (d) Permanent Team Members are required by the Company not to undertake secondary employment that competes with the primary employment. Team Members will not attend work tired or unable to concentrate as a result of secondary employment and may be subject to termination. Casual secondary employment may be undertaken with written permission of the Company.

### 41. Employment Categories

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#### Probationary employment

- 41.1 A new Team Member, other than a casual Team Member, will be subject to a probationary period for the first 3 months of employment.

#### Full-time employment

- 41.2 A full-time Team Member is an individual engaged to work an average of 38 ordinary hours per week.

#### Part-time employment

- 41.3 The Company may, in addition to employing full-time Team Members, employ part-time Team Members upon the following terms:
- (a) Part-time employment, for the purposes of this clause, will be employment for less than 38 hours per week but not less than 15 hours per week on a regular and continuous basis. The hours of part-time work between 30 and 38 will be subject to agreement between the Team Member and the Company.
  - (b) Part-time Team Members will be rostered to work regular hours on regular days in accordance with this Agreement. The roster will be established with the agreement of the Team Members concerned. Changes to the roster will only be made following consultation with, and the agreement of, the Team Members concerned.



- (c) Part-time Team Members will be paid the Ordinary Rate of Pay for ordinary hours of work and will also be entitled to shift premiums on a pro rata basis, where applicable.
- (d) Part-time Team Members will be entitled to payments in respect of annual leave, public holidays, personal leave and compassionate leave arising under this Agreement on a proportionate basis, calculated on the normal ordinary hours the Team Member would have worked in accordance with clause 41.3.
- (e) A part-time Team Member who works outside the hours fixed pursuant to clause 41.3 will be paid overtime in accordance with clause 30.
- (f) Part-time Team Members will be entitled to equal access to all training and promotional opportunities.
- (g) Part-time Team Members will not be subject to any form of discrimination in the case of redundancies.
- (h) A full-time Team Member who wishes to convert to part-time employment will be permitted to do so, if the Company agrees and subject to the conditions set out in this clause. If such a Team Member transfers from full-time to part-time employment all accrued Agreement conditions, and legislative rights will be maintained and employment will be deemed to be continuous provided that no break in service occurs. Following transfer to part-time employment accrual will occur in accordance with the provisions relevant to part-time employment in this Agreement.
- (i) A full-time Team Member who requests part-time work and is given such work may revert to full-time employment on a specified future date by agreement with the Company and recorded in writing.
- (j) No existing full-time Team Member will be transferred by the Company to part-time employment without the written consent of the Team Member.
- (k) The Company will not terminate a full-time Team Member with the intention of reemployment as a part-time Team Member.

### Casual employment

- 41.4 A casual Team Member is one engaged and paid as such.
- 41.5 The Company makes no firm advance commitment to a casual Team Member for any continuing and indefinite work according to an agreed pattern of work. The Company can elect to offer engagements to casual Team Members from time to time on an hourly basis, which the casual Team Member may choose to accept or decline. A casual Team Member has no guaranteed hours of work and will be required to work according to the needs of the Company.
- 41.6 For each hour worked, a casual Team Member will be paid their Ordinary Rate of Pay for their classification under [Appendix 1](#), plus a casual loading of 25% (**Casual Ordinary Hourly Rate**). All penalty rates, overtime rates and shift loadings that apply to casual Team Members under this Agreement will be calculated on the Casual Ordinary Hourly Rate of Pay.
- 41.7 The casual loading is intended to compensate for entitlements a casual Team Member does not have including paid annual leave, paid personal/carer's leave, paid compassionate leave, payment for absence on a public holiday, payment in lieu of notice of termination, redundancy pay and entitlements under this Agreement that do not apply to casual Team Members. The casual loading may be set off against any claims relating to those entitlements.
- 41.8 A casual Team Members will be paid for a minimum engagement of 4 hours of work on each occasion they are required to attend work. In order to meet their personal circumstances a casual Team Member may request and the Company may agree to an engagement for no less than 3 consecutive hours.

## Casuals not employed directly by the Company

- 41.9 The Company agrees that work:
- (a) that is performed by persons who are not directly employed by the Company; and
  - (b) that would otherwise be covered by this Agreement, will only be accepted by the Company if those persons who perform the work receive the same rates of pay and conditions as Team Members covered by this Agreement.
- 41.10 For the purpose of complying with clause 41.9, the Company will provide the labour hire agency with a copy of this Agreement and in the event of the labour hire agency not providing the rates and conditions in this Agreement, the Company will review any ongoing relationship with the relevant labour hire agency.

## 42. Absence from Duty

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A Team Member failing to attend for duty will lose pay for the time of such non-attendance except as provided for elsewhere in this Agreement.

## 43. Stand Down

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- 43.1 Notwithstanding anything elsewhere contained in this Agreement, the Company will have the right to stand down a Team Member without pay if they cannot be usefully employed because of one of the following circumstances:
- (a) industrial action (other than industrial action organised or engaged in by the Company);
  - (b) a breakdown of machinery or equipment, if the Company cannot reasonably be held responsible for the breakdown;
  - (c) a stoppage of work for any cause for which the Company cannot reasonably be held responsible.
- 43.2 Clause 43.1 is subject to the following conditions:
- (a) When the Company proposes to exercise the right conferred by this clause, they will notify the Team Member. During the period such notification remains in force the Team Member will be deemed to be stood down for the purpose of this clause.
  - (b) Any Team Member who is stood down under this clause will be treated for all purposes (other than payment of wages) as having continuity of service and employment notwithstanding such standing down.
  - (c) Any Team Member who is stood down under this clause may at any time during the period of stand down terminate their employment in writing without notice and will be entitled to receive as soon as practicable all wages and other payments to which there was an entitlement at the time of termination.
  - (d) Any Team Member who is stood down under this clause will be at liberty to take other employment, and in the event of their so doing it will be reasonable excuse for not reporting for duty after being notified that they are required to attend for work with the Company that they are working out a period of notice not exceeding 2 weeks which they are required to give in such other employment.
  - (e) Any Team Member whom the Company proposes to stand down under this clause will be entitled to elect to take any annual leave to which they are entitled or which is accruing to them.
  - (f) Notwithstanding anything contrary in this Agreement, the Company will not be entitled to deduct payment for any day prescribed by this Agreement as a Public Holiday which occurs during the period in which any Team Member is stood down

except to the extent that a Team Member has become entitled to payment for the Public Holiday in other employment. A Team Member claiming payment for a Public Holiday will, if required by the Company, furnish a statutory declaration setting out details of any other employment during this period and of the remuneration received therein.

#### 44. Accident Pay

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- 44.1 Where a Team Member becomes entitled to weekly compensation payments pursuant to the relevant workers' compensation legislation (for the purpose of this clause 44, "WCL"), the Company will pay to the Team Member an amount equivalent to the difference between:
- (a) the level of weekly compensation and any weekly wages earned or able to be earned if partially incapacitated; and
  - (b) the amount that would have been payable under this Agreement for the classification of work of the Team Member had been performing their normal duties. The rate to be paid to the Team Member will exclude additional remuneration by way of attendance bonus payments, shift premiums, overtime payments, special rates, fares and travelling allowance or other similar payments but will not exclude piece or bonus work earnings during ordinary hours.
- 44.2 Accident make-up pay will not apply:
- (a) in respect of any injury during the first 5 normal working days of incapacity;
  - (b) to any incapacity occurring during the first 3 weeks of employment unless that incapacity continues beyond the first 3 weeks;
  - (c) during any period when the Team Member fails to comply with the requirements of the WCL with regard to examination by a legally qualified medical practitioner;
  - (d) where the injury for which the Team Member is receiving weekly compensation payments is a pre-existing injury which work has contributed to by way of recurrence, aggravation, acceleration, exacerbation or deterioration and the Team Member failed to disclose the injury on engagement following a request to do so by the Company in circumstances where the Team Member knew or ought to have known about the nature of the injury;
  - (e) where in accordance with the WCL, a medical practitioner provides information to the Company of a Team Member's fitness for work or specifies work for which a Team Member has a capacity and that work is made available by the Company but not commenced by a Team Member;
  - (f) when the claim has been commuted or redeemed in accordance with the WCL; or
  - (g) in respect of any period of annual leave, long service leave or for any Public Holiday.
- 44.3 The maximum period or aggregate of periods of accident make-up pay to be made by the Company will be a total of 39 weeks for any one injury.
- 44.4 An entitlement to accident make-up pay cease on termination of the Team Member's employment, except where such termination:
- (a) is by the Company other than for reason of the Team Member's serious or wilful misconduct; or
  - (b) arises from a declaration of bankruptcy or liquidation of the Company, in which case the Team Member's entitlement will be referred to the FWC to determine.

## 45. Tools of Trade

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- 45.1 The Company will provide all tools of trade.
- 45.2 The Company may require any Team Member to sign a receipt for any tools issued to such Team Member.
- 45.3 A Team Member who has been provided by the Company with facilities to lock up tools at the end of each shift will be held responsible for the safe custody of tools issued to them and will replace or pay for any tools so provided if lost through their negligence.

## 46. Protective Clothing

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The Company will supply the appropriate uniforms and protective clothing to all Team Members as and when required.

## 47. Anti-Discrimination

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- 47.1 It is the intention of the Company, the Team Members and the Union to achieve the principal object in section 3(e) of the Act by enabling fairness and representation at work and the prevention of discrimination by recognising the right to freedom of association and the right to be represented as well as protecting against unfair treatment and discrimination.
- 47.2 Accordingly, in fulfilling their obligations under clause 13 (*Dispute Settlement Term*), the Company, the Team Members and the Union must make every endeavour to ensure that neither the provisions of this Agreement nor their operation are directly or indirectly discriminatory in their effects or offend the "general protections" outlined in Part 3 -1 of the Act.

## 48. Travelling, Transport and Fares

---

- 48.1 Where a Team Member is directed to perform work at a location other than their usual place of work, the following terms apply:
  - (a) if the location is within the Greater Hobart Area, all travelling time reasonably spent in excess of the time usually taken in travelling to and from their home to their usual place of work will be paid by the Company at the Ordinary Rate of Pay;
  - (b) if the location of work is within a Regional / Country Region of Tasmania or is interstate, all travelling time outside of ordinary hours will be paid at the Ordinary Rate of Pay on weekends and Saturdays, and as 150% of their Ordinary Rate of Pay on Sundays and Public Holidays, to a maximum of 8 hours out of any period of 24 consecutive hours commencing at 8:00am on any day.
- 48.2 The terms and conditions on which Team Members may claim reimbursement for business travel and related expenses are set out in Company Policies. Any such Company policy is not incorporated into this Agreement.
- 48.3 If so directed, Team Members will present themselves for work on outside jobs at the usual starting time and will work up to the usual finish time.

## 49. Disciplinary Procedure

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- 49.1 Allegations of unacceptable work performance and/or misconduct will be dealt with according to the procedures in clauses 49.2 and 49.3. All Team Members should understand that termination is a possible outcome, especially in cases of serious misconduct. The procedure is designed to ensure that every incident is investigated fully in a way which is fair to the Team Member concerned.

49.2 All warnings for unacceptable work performance and/or misconduct will be carried out as follows:

**Step 1: First warning/verbal counselling.** The Team Member concerned may choose to have a support person as a witness, including a Union delegate.

**Step 1: First written warning.** This is applicable when a Team Member has previously received a verbal warning of the same nature within the previous 12 months. The Team Member may have a representative, including a Union official present at any meetings discussing the misconduct/performance issue.

**Step 3: Second written warning.** This is applicable if there is a breach and/or another issue of the same nature arises. If the Team Member concerned fails to comply with the second written warning, the next step is a termination meeting. The Team Member may have a representative, including a Union official present at any meetings discussing the misconduct/performance issue.

**Step 4: Termination Interview.** A Team Member's employment may be terminated if they have received 2 written warnings or has engaged in serious misconduct. The Team Member may have a representative, including a Union official present at any meetings regarding termination of employment.

49.3 Each warning will expire after 12 months and cease to have effect.

## PART 6 – EDUCATION AND TRAINING

### 50. Training and Related Matters

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- 50.1 The Parties recognise that to increase the efficiency, productivity and international competitiveness of the Company, an ongoing commitment to training and skill development is required. Accordingly, the Parties commit themselves to developing a more highly skilled and flexible workforce;
- (a) developing a more highly skilled and flexible workforce;
  - (b) providing Team Members with career opportunities through appropriate training to acquire additional skills; and
  - (c) removing barriers to the utilisation of skills acquired.
- 50.2 Where the Company directs training should be undertaken by the Team Member, that training may be undertaken either on or off the job. If the training is undertaken during ordinary working hours the Team Member concerned will not suffer any loss of pay. The Company will not unreasonably withhold such paid training leave.
- 50.3 The Company will reimburse a Team Member for any standard fees for prescribed courses and prescribed textbooks (including those textbooks which are available in the Company's technical library) incurred by the Team Member in connection with the undertaking of training upon production of evidence of such expenditure. Any reimbursement will be subject to the presentation of reports of satisfactory progress.
- 50.4 The Company will reimburse a Team Member for reasonable travel costs incurred whilst undertaking training in accordance with this clause which exceed those normally incurred in travelling to and from work.

## PART 7 – COMPANY AND UNION RELATIONSHIP

### 51. Union Delegates

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#### Recognition

- 51.1 The Company recognises the Union delegates who are elected by the Team Members as Site representatives of the Union.

#### Induction of new Team Members

- 51.2 Union delegates will be given adequate paid time to meet with new Team Members and any labour hire workers performing work that would otherwise be covered by this Agreement for the purposes of introducing and explaining this Agreement and Union matters. Except where otherwise agreed, this will occur at the induction of such persons.

#### Delegate's Site business

- 51.3 Union delegates will be allowed, subject to prior notification to their supervisor, reasonable paid time to conduct legitimate Site Union business with workers including collection of information from workers.
- 51.4 Union delegates will have reasonable access to resources to perform their role, including a private meeting room and access to a telephone, email, intranet and photocopier.

#### Delegate's off-Site business

- 51.5 In addition, Union delegates will be allowed reasonable time off the Site on Union business without loss of ordinary pay by prior agreement with the Company. This agreement will not unreasonably withheld.

### 52. Representation and Communication with Team Members

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- 52.1 An authorised Union representative is entitled to enter at all reasonable times upon the premises, provided the representative does not interfere unreasonably with the Company's business, for the following purposes:
- (a) involvement under clause 13 (*Dispute Settlement Term*); and
  - (b) distributing written information to Union delegates or Team Members.
- 52.2 These purposes are separate from right of entry under the Act to investigate suspected contraventions or to hold discussions.

### 53. Trade Union Training Leave

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- 53.1 Subject to the terms below, up to a maximum of 2 Union delegates will be granted up to 5 days leave with pay each calendar year, not cumulative, to attend courses conducted or approved by the Union, which are designed to promote good industrial relations.
- 53.2 The Company, in its absolute discretion, may approve more than 5 days per calendar year for training related to supporting and representing Team Members at disciplinary meetings. To be eligible for paid training leave, the Union delegate must:
- (a) apply in writing and specify the nature, content and duration of the course to be attended; and
  - (b) Apply at least 2 weeks' prior to attending the proposed course, or a lesser period if agreed by the Company.
- 53.3 Leave of absence granted pursuant to this clause, will count as service for all purposes of this Agreement.

- 53.4 Each Team Member on leave approved in accordance with this clause will be paid at their full rate of pay for their ordinary hours of work including shift penalties and penalties where applicable.
- 53.5 A Team Member may be required to satisfy the Company of attendance at the course to qualify for payment of leave.

#### 54. Union Meetings

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- 54.1 During the term of this Agreement, the Union is entitled to hold paid meetings with its members to discuss matters concerning the terms of this Agreement (**Union Meetings**). The meetings will be scheduled by mutual consent with the Company
- 54.2 For each Team Member that attends the Union Meeting, the Company will pay up to 30 minutes at the appropriate rate.
- 54.3 Unless otherwise agreed by the Company, the Union is required to provide at least one week's notice prior to the scheduled date of the proposed Union Meeting.

#### 55. Payroll Deductions

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- 55.1 The Union will from time to time, determine the amount of the fees payable to become and remain a member of the Union ("**fees**"). Those fees will be required to be paid by members on a monthly basis. The Team Member agrees to a variation of the fees when the Team Member first completes the Union membership card. The Union will advise the Company and Team Members in writing if there are any increases to the fees.
- 55.2 Where written authority is provided by the Team Member, the Company will deduct Union membership fees from the Team Member's wages or salary and remit them, along with a schedule of such contributions, to the Union at monthly intervals. The Team Member authorises the Company to deduct fees when the Team Member completes a Union membership card authorising payroll deductions.

#### 56. Notice Board

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- 56.1 A notice board will be provided in the dining room or in some other prominent position at the Site.
- 56.2 Any notice previously approved by the Company may be posted on such notice board.




**PART 8 – SIGNATORIES**

The persons below sign this Agreement in accordance with Regulation 2.06A of the Fair Work Regulations 2009.

**1. SIGNATURE OF THE COMPANY COVERED BY THIS AGREEMENT:**

Full name: Eli Adams Position: Site Leader

Signature:  Date: 4-4-2024

Address: 215 Lenah Valley Road, Lenah Valley, Tasmania, 7008

Explanation of authority to sign: section 126 of the Corporations Act.

**2. SIGNATURE OF A TEAM MEMBER COVERED BY THIS AGREEMENT:**

Full name: Jackson Hilloran Position: Leading Hand

Signature:  Date: 4-4-24

Address: 215 Lenah Valley Road, Lenah Valley, Tasmania, 7008

Explanation of authority to sign: a representative of the Team Members covered by this Agreement by reason of being typical of the class of Team Members covered by this Agreement.

## APPENDIX 1 – CLASSIFICATIONS

### 1. Level 1 – Manufacturing/Production Team Member

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#### 1.1 Definition:

A Team Member undertaking up to 38 hours induction training which may include information on the enterprise, conditions of employment, introduction to supervisors and fellow workers, training and career path opportunities, plant layout, work and documentation procedures, occupational health and safety, equal employment opportunity and quality control/assurance.

#### 1.2 Skills:

A Team Member at this level performs routine duties essentially of a manual nature and to the level of their training and:

- (a) performs routine duties associated with the relevant manufacturing process including labouring and cleaning duties;
- (b) exercises minimal judgment;
- (c) works under direct supervision in the following functions:
- (d) house-keeping duties;
- (e) assisting machine operators;
- (f) uses selected hand tools; or
- (g) maintains simple records; and
- (h) is undertaking structured training so as to enable them to work at the MP-2 level.

#### 1.3 Indicative Tasks which a Team Member at this level may perform:

- (a) house-keeping duties;
- (b) assisting machine operators;
- (c) uses selected hand tools; or
- (d) maintains simple records.

#### 1.4 Promotional criteria:

A Team Member remains at this level until they are capable of effectively performing through assessment or appropriate certification the tasks required of this function to enable them progression to the next level.

### 2. Level 2 – Manufacturing/Production Team Member

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#### 2.1 Definition:

A Team Member who has completed up to 3 months structured training so as to enable the Team Member to perform work within the scope of this level.

#### 2.2 Skills:

- (a) A Team Member at this level performs work above and beyond the skills of a Team Member at MP-1 level or has completed ATS traineeship.
- (b) A Team Member will work under the direct supervision either individually or in a team environment, understands and undertakes basic quality control/assurance procedures including the ability to recognise basic quality deviation/faults.

2.3 Indicative Tasks which a Team Member at this level may perform:

- (a) repetition work on automatic, semi-automatic or single purpose machines or equipment;
- (b) assembles components using basic written, spoken and/or diagrammatic instructions in an assembly environment;
- (c) ability to measure accurately using gauges and meters;
- (d) maintains records;
- (e) operator fitting pneumatic tyres to rims and/or wheels;
- (f) perform basic test functions;
- (g) operate hand operated transport and lifting devices;
- (h) operate granulating or reclaiming or crumbing or shredding machine;
- (i) trimming/cutting/gluing/sealing/assembling or wrapping finished goods;
- (j) operate slitting and/or setting machine;
- (k) operate machinery that requires basic set up skills; or
- (l) operate automatic and manual press machines.

2.4 Promotional criteria:

A Team Member 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. [Level 3 – Manufacturing/Production Team Member](#)

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3.1 Definition:

A Team Member at this level performs, work above and beyond skills of a Team Member at MP-2 and to the level of their training for this level including appropriate certification.

3.2 Skills:

- (a) is responsible for the quality of their own work subject to the routine supervision;
- (b) works under routine supervision either individually or in a team environment; and
- (c) exercises discretion within their level of skills and training.

3.3 Indicative tasks which a Team Member at this level may perform:

- (a) Completion of CI initiatives;
- (b) Auditing;
- (c) Autonomous maintenance;
- (d) Assisting in running daily T1 meetings;
- (e) Blowmoulding machine adjustments;
- (f) Complete minor maintenance activities;
- (g) Assist with major maintenance activities, e.g. removing of moulds;
- (h) Training and assessing of Team Members, in collaboration with Team Leader;
- (i) Escalation of relevant issues to the appropriate leader.

#### 4. Level 4 – Acting Team Lead

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From time to time, a Team Member may be required by the Company to act in the role of Team Lead on a temporary basis. The permanent Team Lead classification is not covered by the Agreement. The Level 4 classification will apply to the Team Member during the period that the Team Member is required by the Company to perform the duties of the Team Lead role in an acting capacity. For the avoidance of doubt, a Team Member cannot be classified as a Level 4 – Acting Team Lead on a permanent basis.

## APPENDIX 2 – ALLOWANCES

### 1. Definitions and Table of Rates

Term	Meaning
<b>Current Rates</b>	The allowance rates that applied as at 30 October 2023 under the <i>Bega Lenah Valley Blow Moulding Enterprise Agreement 2021</i>
<b>Year 1 Rates</b>	The allowances that start to apply from the FFPP after the date of operation of this Agreement which are calculated on the basis of a 4.0% increase to the Current Rates
<b>Year 2 Rates</b>	The allowances that start to apply from the FFPP after 31 October 2024, which are calculated on the basis of a 3.5% increase of the Year 1 Rates
<b>Year 3 Rates</b>	The Ordinary Rate of Pay that applies from the FFPP after 31 October 2025, which is calculated on the basis of a 3.5% increase of the Year 2 Rates

- 1.1 If there are any errors in the table in paragraph 1.2 below, the formula set out in the table above applies.
- 1.2 For Team Members who are eligible for the allowances under paragraph 2 of this Appendix, the following rates will apply:

Allowance	Current \$ Rates	Year 1 \$ Rates	Year 2 \$ Rates	Year 3 \$ Rates
First aid (per week)	19.02	19.78	20.47	21.19
Meal (per occasion)	17.42	18.12	18.75	19.41
Motor vehicle (per km)	1.06	1.10	1.14	1.18
Confined spaces (per hour)	0.43	0.45	0.47	0.49
Hot weather (per hour) for temperatures between 46 and 54 degrees Celsius	0.38	0.40	0.41	0.42
Hot weather (per hour) for temperatures that exceed 54 degrees Celsius	0.45	0.47	0.49	0.51

### 2. Allowance Definitions

#### Rates not cumulative

- 2.1 The allowance rates set out in this Appendix will be paid irrespective of the times at which the work is performed and will not be subject to any premium or penalty additions.

#### First aid allowance

- 2.2 A Team Member is entitled to a first aid allowance if they have been trained to render first aid and currently hold an appropriate first aid qualification such as a certificate from the St John Ambulance or similar body.
- 2.3 The Company will appoint at least one person trained to render first aid to be in charge of first aid on each day or shift.
- 2.4 A Team Member appointed to act as first aid attendant on a relief basis, to cover an absence of one day or more, will be paid the allowance on a pro-rata basis, based on a 38-hour week, whilst so acting.

### Meal allowance

- 2.5 A Team Member who is required to work overtime for more than one hour without being notified of the requirement to work overtime no later than the:
- (a) previous day; or
  - (b) previous rostered shift for shift workers,
- will be paid a meal allowance for that shift.
- 2.6 A meal allowance is not payable to a Team Member on Afternoon Shift or Night Shift working more than 2 hours overtime before their ordinary time commencement, where such Team Member has received notification from the Company at least 3 hours prior to the commencement of the overtime on the same day.
- 2.7 If a Team Member given the notice in paragraph 2.5 has provided a meal and is not required to work overtime, they will be paid the meal allowance for meals so provided except if the Team Member concerned could not work overtime on account of industrial action in the form of a stoppage of work (commonly referred to as a strike) by the Union or any other union or through any breakdown of machinery, or any stoppage of work brought about by any cause whatsoever which the Company could not reasonably prevent.

### Motor vehicle allowance

- 2.8 A Team Member who by agreement with the Company uses their own motor vehicle on the Company's business will be paid an allowance per kilometer.

### Confined space allowance

- 2.9 Team Members working in a confined space are entitled to this allowance. **Confined space** means a compartment the dimensions of which necessitate a Team Member working in a stooped or otherwise cramped position or without proper ventilation.
- 2.10 Where more than one of either the confined space or hot weather allowance apply on the same job, the Company will be bound to pay only the highest allowance prevailing. The rates are not cumulative.

### Hot weather allowance

- 2.11 Team Members required to work for more than one hour in the shade in places where the temperature is raised by artificial means to the temperature range set out in the table in paragraph 1 above are entitled to this allowance. When this allowance is claimed by a Team Member, the Team Member's Leader will take the temperature at the place where the Team Member is required to work.
- 2.12 Where more than one of either the confined space or hot weather allowance apply on the same job, the Company will be bound to pay only the highest allowance prevailing. The rates are not cumulative.

## APPENDIX 3 – ORDINARY RATE OF PAY

### 1. Definitions

Term	Meaning
<b>Classification</b>	Refers to the classifications set out in <i>Appendix 1</i>
<b>Current Rates</b>	For Levels 1 and 2, it means the Ordinary Rate of Pay per hour that applies as at 30 October 2023 under the <i>Bega Lenah Valley Blow Moulding Enterprise Agreement 2021</i> For Level 3, it means the Ordinary Rate of Pay per hour that applies as at 30 October 2023 under the <i>Bega Lenah Valley Blow Moulding Enterprise Agreement 2021</i> plus an increase of \$3 per hour Level 4 is a new classification and therefore no Current Rates apply
<b>Year 1 Rates</b>	The Ordinary Rate of Pay per hour that applies from the FFPP after the date of operation of this Agreement, which is calculated on the basis of a 4.0% increase to the Current Rates
<b>Year 2 Rates</b>	The Ordinary Rate of Pay per hour that applies from the FFPP after 31 October 2024, which is calculated on the basis of a 3.5% increase to the Year 1 Rates
<b>Year 3 Rates</b>	The Ordinary Rate of Pay per hour that applies from the FFPP after 31 October 2025, which is calculated on the basis of a 3.5% increase of the Year 2 Rates

If there are any errors in the table below, the formula set out in the table above applies.

### 2. Table of Rates – Ordinary Rate of Pay

Classification	Award Classification	Current \$ Rates	Year 1 \$ Rates	Year 2 \$ Rates	Year 3 \$ Rates
Level 1	C14	30.58	31.80	32.91	34.06
Level 2	C13	35.74	37.17	38.47	39.82
Level 3	C12	40.76	42.39	43.87	45.41
Level 4	N/A	N/A	45.51	47.10	48.75

#### Casual Team Members

Refer to clause 41.6 for casual Team Members.

#### Junior workers

The minimum rates of wages to be paid to juniors will be calculated at the respective percentages below of the appropriate wage for the Level 2 classification for the area in which they are working.

Age Group	Percentage of Level 2 Wage Rate Per Week
At 18 years of age and under	67.5%
At 19 years of age	82.5%
At 20 years of age	100%