



**Opal Cartons Botany  
Enterprise Agreement 2024**

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## PART 1 – APPLICATION AND OPERATION

### 1. Title

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This Agreement shall be known as the Opal Cartons Botany Enterprise Agreement 2024.

### 2. Application

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This Agreement shall apply at the establishment of Opal Packaging Australia Pty Ltd at 2-6 Moore Street, Banksmeadow, NSW, 2019.

### 3. Parties covered by the Agreement

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The parties covered by this Agreement are:

- (a) Opal Packaging Australia Pty Ltd (the **Company**).
- (b) All employees of the Company employed at 2-6 Moore Street, Botany, NSW, in the classifications as set out in Appendix C – Classification Structure (the **Employees**).
- (c) Subject to the Fair Work Commission noting it in its approval decision, the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, known as the Australian Manufacturing Workers' Union or the "AMWU" (the **Union**).

### 4. Date and period of operation

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This Agreement shall operate from the later of:

- 24 March 2024; or
- the seventh day after it is approved by the Fair Work Commission (**FWC**),

and will reach its nominal expiry date on 23 March 2027.

## **5. Relationship to Award**

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- (a) Subject to sub-clauses (b) to (e), the terms of the *Graphic Arts - General - Award 2000* as at 1 April 2005, are hereby incorporated into this Agreement.
- (b) Where there is any inconsistency between this Agreement and the relevant award, this Agreement, shall take precedence to the extent of the inconsistency.
- (c) An incorporated award term will have no effect to the extent that it is detrimental to an employee compared to the National Employment Standards.
- (d) References in this Agreement to "the award" shall mean the award referred to in (a) as incorporated into this Agreement unless the context requires otherwise.
- (e) The incorporated award terms are to be read as altered with the appropriate changes to make them provisions of the Agreement rather than provisions of an award.

## **6. National Employment Standards (NES)**

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This Agreement shall be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit to an employee, the NES provision will apply to the extent of the inconsistency.

## **7. Renewal of Agreement**

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The parties agree to begin discussions four months prior to the expiry of this Agreement, to establish a new Agreement.

## **8. No extra claims**

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This Agreement will cover all matters or claims regarding the employment of the employees. The parties agree that during the term of this Agreement there will not be any claims made by the parties for changes that impact the wages and working conditions except as provided for in this Agreement and the relevant award. However, this clause shall not limit the rights and obligations of

the parties as provided for elsewhere in this Agreement (for example, Clause 20 Continuous Improvement).

## 9. Avoidance of industrial disputes

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- (a) In the event of a dispute about a matter under this Agreement, or a dispute in relation to the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned, and more senior levels of management as appropriate.
- (b) If a dispute about a matter arising under this Agreement or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under sub-clause (a) have been taken, a party to the dispute may refer the dispute to FWC.
- (c) If the matter still remains unresolved after mediation and/or conciliation by FWC, either party may seek arbitration by the FWC to settle the dispute.
- (d) An employer or employee may appoint another person, organisation or association (for example, Union or Employer Association) to accompany and/or represent them for the purposes of this clause.
- (e) In order to facilitate the procedure in this clause:
  - (i) The party with the grievance must notify the other party at the earliest opportunity of the problem.
  - (ii) Throughout all stages of the procedure all relevant facts must be clearly identified and recorded.
  - (iii) Reasonable time limits must be allowed for completion of the various stages of discussion. Where possible the parties commit to ensure that a response will be provided within 24 hours to 48 hours for matters at stage (a) of the procedure. However the parties must co-operate to ensure that the disputes resolution procedures are carried out as quickly as possible.
- (f) The union delegate and / or the affected employees shall be allowed at a place designated by the employer, a reasonable period to consult with the duly accredited Union Officials of the Union to which they belong.
- (g) While the dispute resolution procedure is being conducted, work must continue in accordance with this Agreement and the Act. Subject to applicable occupational health and safety legislation, an employee must

not unreasonably fail to comply with a direction by the employer to perform work that is safe and appropriate for the employee to perform.

- (h) The parties may agree at any stage of this procedure to refer the matter to the Joint Consultative Committee for resolution.

## **10. Objectives of the Agreement**

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The objectives of this Agreement are to:

- (a) Ensure a safe place of work where no injuries occur.
- (b) Ensure quality product is manufactured.
- (c) Enable flexibility within the operation.
- (d) Ensure the profitability of the Opal Cartons Botany business.
- (e) Improve production effectiveness.
- (f) Enhance customer satisfaction.
- (g) Provide learning and career path opportunities for employees.
- (h) Develop team structures and processes that will allow for greater multi-skilling and greater flexibility, where employees are fully trained and competent to undertake tasks.

## **11. Wages**

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- (a) The following wage increases will be applied to each employee's base hourly rate of pay:
  - (i) 4% in the first full pay period after Agreement commencement;
  - (ii) 3.75% in the first full pay period after the first anniversary of Agreement commencement; and
  - (iii) 3.5% in the first full pay period after the second anniversary of Agreement commencement.
- (b) Minimum wage rates applying under this Agreement are set out at Appendix D .

## 12. Allowances

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### 12.1 First aid allowance

An allowance of \$20.20 per week is payable to an employee who is the current holder of appropriate workplace first aid qualifications, if appointed by the Company to perform first aid duty.

### 12.2 Meal allowance

A meal allowance of \$17.39 is payable on each occasion where an employee is required to work overtime of more than 1.5 hours and was notified of the requirement less than 24 hours prior to the overtime commencement.

## 13. Classifications and training

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### 13.1 Training needs

- (a) The parties have agreed to a new classification structure and set of training principles, which are designed to provide benefits to:
  - (i) employees through established career paths, expand skills and incomes; and
  - (ii) the business through skills and standards to meet the ongoing need for efficient, productive and competitive operations.
- (b) In determining the training needs of the business, the Company will:
  - (i) identify future training requirements and put in place strategies for employees to access opportunities through a fair and transparent process; and
  - (ii) determine, in line with the needs of the business, the number of employees required in each classification for the purposes of developing and assessing skills.
- (c) In implementing a career path framework, the Company will:
  - (i) Seek to enhance employees' individual progression and job satisfaction, in line with the skill requirements of the business, the effective operation of the plant, and individual competency.
  - (ii) Discuss with an employee a suitable career plan within the plant which will provide opportunity for that employee whilst taking the needs of the business and individual's potential into account.



- (iii) In designing a career path for an employee, give consideration to their development within an identified career path, without limiting their ability to develop skills in other areas of the business.
  - (iv) When vacancies arise, aim for transparency in the process by:
    - advertising job vacancies internally where practical and relevant to do so; and/or
    - referencing the known career path goals of employees; and/or
    - providing opportunities for employees to nominate to be trained.
  - (v) Upon request, provide to an employee who is not offered a training / career progression opportunity to which they have applied, the reason/s for the decision and discuss career options with that employee.
- (d) Unless agreed otherwise with the Company and in accordance with this Agreement, an employee will not be required to train for a classification other than the one they hold. This does not preclude statutory and incidental training outside the formal classification competencies (as per sub-clause 13.2(a) below). The intent is to not compel an employee to advance beyond their career path goal/s, yet still require employees to participate in any training necessary for them to acquire and retain knowledge and competencies necessary to perform their jobs.

### 13.2 Training plans

- (a) All formal training in relation to the classification structure will be structured and governed by a training plan. Such training plan is not designed to limit, by omission, delivery of training for tasks or processes that are required by law or incidental to the identified classification competencies, including but not limited to general safety training, policy updates and refreshers, on-the-job coaching and instruction, equal employment opportunity, technology replacement or upgrade and voluntary career development activities.
- (b) The training plan will contain:
  - (i) details of the classification for which the employee is being trained,
  - (ii) details of the competencies in which the employee is to be trained,
  - (iii) the date training is to start,
  - (iv) an indicative date for when training and assessment will be completed, and
  - (v) an indicative timetable of when training in those competencies will be delivered and assessed.

- (c) Where agreed between the employee and the Company, the training plan may be altered (e.g. for further training), suspended or terminated during the initial training plan timeframe.
- (d) Period of training
- (i) An employee offered training in a higher classification will nominally be trained and assessed within three (3) months, unless otherwise agreed with the employee. Where the progression is into or within trade, team leader or other more complex career paths, an appropriate longer timeframe will be discussed and agreed with the employee.
- (ii) Where an employee is unavailable for training for reasons of leave or other absence from their job, the training period will normally be extended by the total period of absence, unless otherwise agreed with the employee.
- (iii) If training and assessment is not completed within the agreed training plan timeframe (plus an additional two (2) weeks if required by the Company to facilitate assessment), the employee shall be paid at the wage rate applying to the classification for which the training plan was set, on an interim basis until training and/or assessment is completed. However:
- Reclassification to the new level will not occur until all the required competencies have been achieved.
  - Interim payment of the higher wage rate will be stopped once the assessment process is completed and the employee is deemed "not yet competent" for any or all the competencies for that classification.
  - The higher wage rate will not be paid where the training plan has been terminated during or at the end of the agreed training plan period.

### 13.3 Assessment

The assessment process will be subject to the following:

- (a) Competencies will be assessed within 2 weeks of the end of the training plan period, however, the Company will initiate assessment earlier if is recommended by the trainer and practical to do so.
- (b) Where a delay by the Company results in the employee's reclassification being delayed beyond the agreed training plan timeframe (refer sub-clause 13.2(c)), the employee shall be paid at the higher classification rate under the mixed functions clause until it is.
- (c) If an employee is assessed as "not yet competent" that employee, following consultation with the assessor and the Company, will be either be returned to their original classification, or by agreement with the

Company, have their training plan extended. Any period of extension will not normally exceed an extra six (6) weeks.

- (d) The employee will be provided with the result of the assessment, and if “not yet competent”, provided with the reason/s for such assessment.

#### **13.4 Classification and wage rate**

- (a) When training and assessment has been successfully completed, the employee will be appointed to the classification for which they have been trained and assessed.
- (b) Where an employee accepts a transfer to another classification, their wage rate will be adjusted where applicable to that of the new classification.
- (c) Once assigned to a classification, an employee shall be ready, willing and able to perform any task and use any competency that applies to their classification and for which they are being paid.
- (d) Any wage rate change resulting from reclassification will take effect from the beginning of the first full pay period commencing on or after the date of completion of assessment or date of transfer.

#### **13.5 Temporary assignment**

- (a) To meet operational requirements and priorities, and to maximise our workforce’s effectiveness, from time to time employees may be temporarily re-assigned to a task outside their normal job. This temporary re-assignment will be subject to the following procedure:
  - (i) Temporary re-assignment will be based on operational requirements and priorities as determined by the relevant manager;
  - (ii) The relevant manager will explain the reason for the temporary reassignment and consider any input from the affected employee/s on other options prior to finalising the decision;
  - (iii) Temporary re-assignment is not intended to de-skill higher skilled employees, nor is it intended to compromise “duty of care” responsibilities (training and safety);
  - (iv) Allocation to other duties will be shared equitably between eligible employees wherever practical, however it is recognised that the very reason for this clause indicates the variable and unpredictable nature of these occurrences;
  - (v) Where there is a genuine objection raised by an employee, the temporary assignment will continue and the issue will be referred to a more senior manager at the next available opportunity;

- (vi) Where operational requirements allow, the Company may approve an employee's request for annual leave for any part of the proposed temporary reassignment period (whole days only).
- (b) Where an employee is temporarily redeployed to another position at an equivalent or lower level to meet operational reasons, their normal classification and wage rate will be retained.
- (c) Where an employee is requested to temporarily perform a whole job at a higher classification and such work is not part of the employee's training plan, the employee will be paid at the higher classification wage rate, for the time worked, provided the whole job is performed for a continuous period of one day/shift or longer.

### **13.6 Representation**

- (a) The Company undertakes to consult and generally keep the parties informed of plans and issues that arise under this clause.
- (b) An employee may elect to involve their nominated representative, which may include the union representative, when their training plan is initiated and/or varied.

### **13.7 Appeal process**

- (a) An employee has the right to appeal any proposed action under this clause.
- (b) In the first instance, such an appeal shall be referred to a review panel consisting of a Company representative and the employee's nominated representative. That panel may propose a re-assessment, further training, or uphold the original assessment.
- (c) Where an issue is not resolved by the review panel, the matter may be progressed in accordance with the Avoidance of Industrial Disputes procedure of this Agreement.
- (d) To meet operational needs, the Company may after consultation with the affected employee/s, implement any proposed assessments on a "without prejudice" basis while any appeal process is being completed.

### **13.8 Classification structure review**

The parties agree to review the operation of this classification structure from time to time to ensure it continues to meet business and employee needs. Either party may initiate a review, and any changes will be consistent with this Agreement.

### **13.9 Apprentices**

- (a) The Company is committed to the development of skills through the employment of apprentices in trade areas.

- (b) Apprentices will be paid in accordance with the Adult Apprentice provisions of the relevant underpinning Modern Award or, as a percentage (as set out in the relevant Award) of the Level 12 minimum rate set out at Appendix D .

## **14. Joint Consultative Committee**

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- (a) The Company undertakes to provide a platform for employee-employer collaboration and co-operation through the Joint Consultative Committee (JCC).
- (b) The JCC will meet at least six times a year at an agreed upon location convenient to both parties.
- (c) All elected employees are welcome to attend JCC meetings and the Company, where practicable given operational requirements, will make provisions for employees to attend during work times or via conference call.
- (d) For a meeting to be considered quorate at least four employees must be in attendance and of these four employees a minimum of two must be elected AMWU delegates.
- (e) Employees undertake to make every effort to be in attendance at JCC meetings to ensure a quorum is met.
- (f) Should a JCC meeting not reach a quorum, a replacement meeting date will be agreed between the parties
  - (i) Where practicable, a replacement meeting date will be within two weeks of the originally scheduled meeting.
  - (ii) Replacement meeting dates will be distributed to all employees for their information.
- (g) The JCC will provide a forum for employees to raise and address issues arising in the workplace, including but not limited to:
  - (i) Adherence to and application of the Enterprise Agreement
  - (ii) Provisions of facilities
  - (iii) Company's KPIs and performance
- (h) The Company undertakes to address and provide responses to all relevant issues raised through the JCC at the following meeting of the JCC.

## 15. Resourcing flexibility

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### 15.1 Casual employment / labour hire

- (a) The role of casuals and labour hire is to cater for peaks and variations in customer demand and operational requirements. Casual employment and labour hire contractors will not be used to replace full time employment, and where appropriate, casuals and labour hire may be used as a source for recruiting into permanent positions. Accordingly, casuals and labour hire will not be utilised for extended periods.
- (b) Casual employees employed directly by Opal will be entitled to an additional 25% of the site classification rate prescribed for such work in this Agreement.
- (c) Labour hire contractors will be paid market rates as determined by the third party supplier, and agreed by Opal, and they will not be entitled to the terms and conditions of this Agreement.
- (d) Casual employees and labour hire will not normally be engaged on a regular basis for a period greater than 6 months. However, the Company may extend for a further maximum period of 6 months after consultation with the affected employees/contractors and their representative(s).
- (e) A continuous position filled by various casuals/labour hire for 12 months will be assessed by management after the 12 months; and if deemed by management that the position is to continue past the 12 months, then the position will be advertised or an alternative solution will be discussed with the employee representatives.
- (f) Notwithstanding sub-clauses 15.1(d) and (e) above, casuals and labour hire may be used to fill long term absences of a known duration (e.g. long service leave, parental leave) and potentially long term absences of unknown duration resulting from employees being unfit to carry out their duties.

### 15.2 Fixed term and fixed task employment

- (a) An employee may be engaged subject to a fixed term or fixed task arrangement. Such arrangement may include an employee working on a full-time or a part-time basis. The terms of this Agreement will apply except where otherwise stated or where special provisions are stated to apply.
- (b) The details of the specific period of time or specific task(s) will be set out in writing and retained by the Company. The Company will provide a copy to the employee.
- (c) Service under a contract of employment for specific period of time or specific task(s) will form part of an employee's period of continuous

service, where such employee is engaged as a full time or part time employee immediately following such contract of employment.

## 16. Uniforms

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Employees are entitled to an issue of uniform and safety footwear annually.

## 17. Disciplinary Code of Conduct

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Refer to Appendix A in relation to the Disciplinary Code of Conduct.

## 18. Redundancy

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### 18.1 General

- (a) This clause applies to all employees covered by this Agreement and is to be read in conjunction with all redundancy provisions of the Award which are incorporated into this Agreement, including the following definition:

**Redundancy** occurs where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone and that decision leads to the termination of employment of the employee, except where this is due to the ordinary and customary turnover of labour.

- (b) If during the term of this Agreement there is a requirement for retrenchments or relocation, the Relocation and Retrenchment provisions of Appendix B will apply.
- (c) In the event of a Transfer of Employment as defined in section 22(7) of the *Fair Work Act*, an employee's entitlement to redundancy pay will be in accordance with the provisions of s.122 of the *Fair Work Act* and the term 'redundancy pay' will be taken to refer to the entitlement in Appendix B of this Agreement.
- (d) Suitable alternative employment shall include the maintenance of conditions and provisions of this or another Enterprise Agreement in the event of an agreed redeployment. Disputes about the suitability of alternative employment may be dealt with under the Avoidance of Disputes provisions of this Agreement.

- (e) The parties agree to consult immediately where a decision is made to transmit the business. Nothing in this clause shall require the Company to breach legislative and/or contractual arrangements.
- (f) The Company will provide outplacement and financial planning assistance up to the value of \$820 per employee, in the event of redundancy. Employees will have the choice as to whether they elect to use outplacement and financial planning assistance, however the \$820 will not be redeemable in lieu of this assistance.

**18.2 Redundancy process**

- (a) Where practicable, redundancies will be conducted through a voluntary process initially, however where necessary, compulsory redundancies may be required. Apprentices are not eligible to apply for voluntary redundancy.
- (b) It is agreed that the Company must retain a workforce that contains the skills necessary to remain competitive. In this regard, the skill needs of the Company will be used to determine employee requirements in a redundancy situation.
- (c) If there are insufficient nominees for a voluntary redundancy or those who nominate will disadvantage the competitiveness of the Company should they leave, the Company will consider other options, and retain the discretion, to make alternative employees redundant.
- (d) The following redundancy selection process will be followed provided it is practical to do so given the particular set of circumstances applying in a specific redundancy situation:

Step 1	Company will advise those employees in the directly affected group who occupy the redundant positions (Group 1). This group will be offered first option for voluntary redundancy (VR). A condition of any employee in Group 1 not applying for VR will be requirement to accept a transfer to another vacant position of the same classification and agree to work under the terms and conditions (including roster) that apply to that vacant position. If the employee does not accept these transfer terms, s/he will be automatically selected for redundancy.
Step 2	If Step 1 does not achieve the required number of redundancies, applications for VR will be invited from other employees in the same classification and who possess an immediately inter-changeable skill set (Group 2).
Step 3	If Step 2 does not achieve the required number of redundancies, applications for VR will be invited from other employees in the same classification and who



	possess a longer term inter-changeable skill set (Group 3).
Step 4	If Step 3 does not achieve the required number of redundancies, the Company will use its Knowledge, Skills and Attributes (KSA) process to select for involuntary redundancy the outstanding number of redundant employees required in each classification from Group 1 employees.

- (e) The Company reserves the right to refuse any application for VR where it is reasonable to assume that the loss of that employee’s particular knowledge, skills and experience would compromise the operation of the business, and a replacement cannot be trained to the required standard in the available timeframe.
- (f) Redundancy will be confirmed in writing to each selected employee and entitlements will be in accordance with the terms of the Agreement. This confirmation will advise that any successful appeal by another employee may result in a withdrawal of this notice.
- (g) Any appeal over the Company’s non-acceptance of an application for VR, or the Company’s selection of an employee for involuntary redundancy, will be processed in accordance with the Agreement’s Avoidance of Industrial Disputes Procedure.
- (h) Where an appeal is successful, this may lead to a corresponding inclusion / displacement of another employee in substitution.

## **19. Business restructuring**

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### **19.1 Aim of restructuring**

The aim of any restructuring program for Opal Cartons Botany is to:

- (a) Improve flexibility and responsiveness within the operation, and
- (b) Achieve a cost competitive position and ensure the ongoing viability of the business

### **19.2 Process for Restructuring**

Where restructuring occurs the parties commit to ensure consultation is a fundamental principle of the process. Any changes to the number of positions at the Botany site will be discussed via the joint consultative committee, comprising of management and Union representatives. Where redundancies occur these will be conducted in line with the provisions set out in clause 18 and Appendix B of this Agreement.

## 20. Continuous improvement

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- (a) The Company and employees are committed to continuous improvement in all areas of the business to improve the overall business performance and cost competitiveness of Opal Cartons Botany.
- (b) It is intended that a range of initiatives be developed and implemented during the life of this Agreement that improve the cost competitive position of the site. Such initiatives may include (but are not limited to) the following:
  - (i) Improvement in product quality
  - (ii) Improvement in customer responsiveness and satisfaction
  - (iii) Reduction in waste (including but not limited to raw materials, finished products, energy, fuel, absenteeism, etc.).
  - (iv) Improvement in co-ordination between process areas
  - (v) Improvement in process efficiency
  - (vi) Improvement in information flow and accuracy
  - (vii) New shift arrangements
  - (viii) Initiatives to optimise the use of plant and equipment
  - (ix) New methods of work organisation and management systems
  - (x) Improvement in use of materials
  - (xi) Improvement in labour flexibility
  - (xii) Improvement in equipment down time and idle time
  - (xiii) Improvement in work organisation and job design
  - (xiv) Introduction of new technology
  - (xv) Improvement in availability of fitments and tools
- (c) The parties are committed to implementing continuous improvement initiatives in a consultative manner. The outcomes of these initiatives will be assessed and measured on an annual basis so that the parties are satisfied that the desired changes are being achieved.

## 21. Continuity of supply to customer

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In the event of the unforeseen circumstance of a major machine breakdown resulting in the loss of production, the following will apply:

- (a) The employees will work additional hours in affected areas to support the makeup of production.
- (b) If sub-clause (a) is unable to make up required production, the parties agree to find a solution to guarantee continuity of supply to customers. The affected employee(s) commit to working the solution without delay.

## 22. New technology

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The employees will continue to support the introduction of new equipment, new processes and the introduction of new information technology systems. The introduction of new technology will be in consultation with employees.

## 23. Hours of work

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### 23.1 Hours of work

- (a) The full-time ordinary hours of work shall be 37.5 per week.
- (b) Notwithstanding sub-clause 23.1(a) where a roster, established in accordance in sub-clause 23.2 of this Agreement, specifies ordinary hours less than 37.5 hours per week (on average) and falls within the definition in sub clause 4.1.3 of the Graphic Arts - General - Award 2000, the employee working on such roster will be a part-time employee in accordance with the Award provisions.
- (c) The parties are committed to ensuring that day-work and shift-work patterns ("rosters") match the demands of the business and the lifestyle requirements of employees, provided that the demands of the business are the primary determinants for a roster.
- (d) The parties recognise the need for flexibility in the use of rosters so that Opal Cartons Botany can provide a cost effective, efficient and responsive supply chain capability to meet current and future customer requirements.
- (e) While current business needs primarily only require Monday to Friday two and three shift rosters, the parties have agreed in-principle to introduce rosters that enable operations up to 24 hours per day and 7 days per

week where future circumstances require, subject to rosters being set and changed in accordance with this clause.

### 23.2 Current rosters

- (a) Current rosters applying under this Agreement shall be as outlined in Appendix G .
- (b) Employees who work in a specified work area shall work the designated roster for that work area, as varied from time to time in accordance with sub-clause 23.3.
- (c) During the life of this Agreement, the list of current rosters will be amended as required to reflect any changes made in accordance with sub-clause 23.3.
- (d) Should an employee continue to work their current roster or any of the other agreed rosters, the applicable shift and roster allowances paid on site will continue for the life of this Agreement.

### 23.3 Roster changes

- (a) In order to meet operational requirements, the Company may, after consultation with affected employee/s, use the following procedure to:
  - (i) Extend a current roster to a different work area to that originally agreed for that area; or
  - (ii) Implement a new roster (not on list of current rosters); or
  - (iii) Change the starting and/or finishing times of a roster.

These above situations are referred to in this Agreement as a "roster change".

- (b) Situations not deemed to be a "roster change" which can take effect with four weeks' notice are:
  - (i) An individual employee is transferred to an agreed current roster; or
  - (ii) An employee/s who is already receiving a 25% shift loading, is transferred from the current morning-afternoon "8 hour" roster to the current morning-afternoon-night "8 hour" roster, or vice versa; or
  - (iii) A roster is discontinued due to down-sizing, decommissioning or closure of a work area.
- (c) The level of agreement required for a roster change shall be in accordance with the Graphic Arts – General - Award 2000, except that

"majority" shall be read as meaning "60% majority" in situations requiring agreement for shifts in excess of 10 hours.

- (d) A roster change may be for a defined period (eg for a specific project) or an indefinite period (eg ongoing change to meet an indefinite business need). The terms and conditions applying to any roster change shall be in accordance with the Graphic Arts – General – Award 2000 unless otherwise agreed, and shall be included in the consultation stage with the affected employee/s.
- (e) The Company will consult with the intent to reach agreement with the affected employee/s before introducing a roster change. Employees commit to not unreasonably withhold their agreement to a roster change. Alternative proposals from the affected employee/s shall be considered by the Company as part of the consultation process.
- (f) Where agreement between the Company and the affected employee/s to a roster change is not achieved after the initial period of consultation, the following "safety net" procedure shall apply:
  - (i) The Company and the affected employee/s may agree to introduce the proposed roster change on a trial basis to evaluate the merits and implementation issues associated with the proposal.
  - (ii) Either party may seek to resolution to the impasse in accordance with clause 9 (Avoidance of Industrial Disputes).
- (g) Should the matter be referred to the FWC for resolution, the parties agree that:
  - (i) FWC will not have the authority to arbitrate to implement a 12 hour shift roster where the roster change has not been agreed in accordance with sub-clause 23.3(c) above; and
  - (ii) FWC will have the authority to issue Directions in relation to interim arrangements sought to meet operational requirements.
- (h) Any conditions applying to a new roster will be in accordance with the relevant provisions of this Agreement and the Graphic Arts – General – Award 2000, unless otherwise agreed.

#### **23.4 Transferring an employee to a roster**

- (a) Where the Company intends to transfer an employee:
  - (i) to a 12 hour shift roster, or
  - (ii) from a current fixed shift (that is the employee only works one shift such as morning, afternoon or night) to a different shift pattern, and

- (iii) the employee is unable to for personal reasons work the new shift arrangements,

then this matter may be resolved through the steps outlined in this subclause, and failing resolution, through the Avoidance of Industrial Disputes Procedure of this Agreement.

- (b) Where possible two (2) alternate positions will be offered to such employees who for personal reasons are unable or unwilling to work the continuous shift roster; individual circumstances will be looked at to resolve issues such as skills, physical ability to do the job and other personal issues in relation to working in those positions.
- (c) Should none of these positions be suitable the circumstances will be reviewed to determine whether these matters are valid. This review may involve the Father of the Chapel and the deputy FOC or be discussed by the JCC if this matter cannot be resolved.
- (d) Permanently relocated trades personnel will not be required to work in unskilled positions.
- (e) Where the processes in this clause are unable to find a suitable position then the options under the redundancy agreement or other forms of redeployment assistance may be considered by the Company.
- (f) Reasons that employees may be unable to attend new shift patterns may include family responsibilities, health reasons and transport issues.
- (g) The parties acknowledge that where employees receive a shift loading for working a continuous shift roster, even where the Company does not require them to work this roster, or where employees were employed on the basis that they would work a continuous roster, then changes can be made to their shift patterns in accordance with the Graphic Arts – General – Award 2000 that require them to work a continuous shift roster. To avoid confusion current employees who work a two shift roster and receive a continuous shift loading may be required to work a three shift roster if required.

### **23.5 Meal breaks and tea breaks**

The parties reaffirm previous Agreements to operate equipment on a continuous basis without the need to stop the equipment for meal breaks. Where possible this is to be done with crews on the machine rather than to use employees from other sections or for meal breaks to be included as part of make ready periods. Meal breaks are to be taken in such a fashion that allows machine efficiencies to be maximised.

### **23.6 Public holidays**

On a public holiday, employees rostered on Night Shift will take the shift off as follows:

- (a) The night shift on the night of the public holiday;
- (b) Or any variation to the above where agreed by a majority of employees affected, and the Company. Any such variation shall be recorded in writing by the Company for reference by the parties if required.

## **24. Continuous running**

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- (a) The Company may implement continuous running of equipment at the Botany site.
- (b) The parties have established the following principles for continuous running that allow for the minimisation of downtime:
  - (i) Continuous running will only apply to machines or processes where there is an operational requirement
  - (ii) Employees will not forego entitled meal breaks as per the Award
  - (iii) Equipment is operated in a safe manner
  - (iv) Where appropriate, training will be provided to ensure this objective
  - (v) The ongoing workload for employees is not unreasonable
  - (vi) Any resultant implication for a permanent reduction in crewing levels is on a 'without prejudice' basis for all parties.
- (c) The Company and the affected crews will consult and aim to reach agreement on the specific implementation arrangements, including crewing levels, under which continuous running would occur in each work area in accordance with the above principles.
- (d) The Company will keep the Union advised of developments with continuous running as and when reasonably requested.
- (e) Where there is a requirement for employees to work overtime, it will be arranged in accordance with the relevant Awards.

## 25. Annual leave

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### 25.1 Cashing out of annual leave

- (a) At the request of the employee, a proportion or all of accrued annual leave, in excess of four weeks, may be paid to the employee in lieu of taking that leave.
- (b) The payment made in lieu will be:
  - (i) at a rate that is no less than the rate that, at the time the request is made, is the employee's base rate of pay; and
  - (ii) at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.
- (c) On each separate occasion the employee must sign a written agreement and have it approved by the Manager, prior to the annual leave being paid out.

### 25.2 Excessive leave

- (a) The Company may direct an employee to take annual leave in accordance with this subclause if the employee has excessive accrued annual leave.
- (b) If an employee has eight weeks or more of accrued annual leave, the Company may require the employee to take annual leave.
- (c) The Company will give not less than four weeks' notice of the time when such leave is to be taken.
- (d) The amount of annual leave the employee is directed to take must be less than or equal to a quarter of the amount of leave accrued.

### 25.3 Leave applications

Employees must submit all annual leave applications at least 4 weeks prior to the day on which they wish to proceed on annual leave.

### 25.4 Definition of a Shift Worker

- (a) For the purpose of the additional week of annual leave provided for in s.87(1)(b) of the FW Act, a **shiftworker** is a seven day shiftworker who is regularly rostered to work on Sundays and public holidays.
- (b) Where an employee with 12 months continuous service is engaged for part of the 12 month period as a seven day shiftworker, that employee must have their annual leave increased by half a day for each month the employee is continuously engaged as a seven day shiftworker.



## 26. Personal / Carer's Leave

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### 26.1 Cashing out personal / carer's leave

- (a) At the request of the employee, a proportion or all of accrued personal / carer's leave, in excess of 640 hours, may be paid to the employee in lieu of taking that leave.
- (b) The payment made in lieu will be:
  - (i) at a rate that is no less than the rate that, at the time the request is made, is the employee's base rate of pay; and
  - (ii) at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.
- (c) On each separate occasion the employee must sign a written agreement and have it approved by the Manager, prior to the personal / carer's leave being paid out.
- (d) Employees will be allowed to accumulate personal / carer's leave, which will be paid out as follows:
  - (i) For employees employed prior to 19 August 2010: Full balance (max 640 hours) on resignation and retrenchment, provided the employee has a minimum of one year's service;
  - (ii) For all other employees covered by the Agreement: Full balance (max 640 hours) on retrenchment only
- (e) Personal / Carer's leave entitlements will otherwise be in accordance with the National Employment Standards (NES).

## 27. Long service leave

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- (a) Long Service leave shall accrue and be taken as per the NSW Long Service Leave Act, 1955 except where inconsistent with this Agreement or this would result in an entitlement which is less beneficial to the employee compared to the long service leave entitlements contained in the Award.
- (b) With effect from 1 July 2005 long service leave will accrue on the basis of 15 weeks leave for 15 years of continuous service in respect of service after this date.

## **28. Family Violence leave**

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- (a) Employees will be entitled to family and domestic violence leave in accordance with the NES.

## **29. Rescheduling of Picnic Day**

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- (a) Subject to 28(b), NSW Picnic Day will be observed on either the Thursday prior to Good Friday or the Tuesday after Easter Monday, as rostered by the Company for each crew.
- (b) The Company may roster NSW Picnic Day to be observed on alternative dates in the relevant calendar year, provided that employees are advised of the rescheduled dates by no later than 31 January of the relevant calendar year.
- (c) If the Company or the Employees are to vary the Picnic Day date from the above, it will be by agreement between the Company and the Employees affected by majority vote.

## **30. Occupational health and safety**

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- (a) The parties to this Agreement will strive to continuously improve occupational health and safety for the well-being of all employees, contractors and the public and comply with relevant legislation.
- (b) Safety is Opal's number one priority and the Company firmly believes the development and maintenance of a safe and healthy workplace is the concern of every team worker. To help facilitate this, the parties are committed to the ongoing operation of the Occupational Health and Safety Committee.
- (c) All accidents are preventable and therefore all team workers are committed to abide by and work towards the Opal safety goal of 'No Injuries'.

## 31. Working relationship

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### 31.1 Commitment

- (a) The parties are committed to the maintenance of a constructive relationship and good communication between the Company and employees.
- (b) To support this commitment the following principles shall apply:
  - (i) Employees may hold meetings during work time to discuss issues related to the terms and conditions of their employment, by agreement with the Company regarding the timing and duration of the meeting.
  - (ii) Meetings of employees without loss of pay may be agreed to by the Company provided adequate notice is given to the Company and effects on production are minimised.
  - (iii) The Company will allow delegates to perform their roles without loss of pay provided that adequate notice is provided to the Company and the affects on production are minimised. The Company will provide delegates easy access to fax, email and storage facilities, noticeboards etc.
  - (iv) The parties will respect confidential communication arrangements.
  - (v) Delegates may meet as required during work time by agreement with the Company, provided adequate notice is given to the Company and effects on production are minimised.
  - (vi) Delegates will be given reasonable time during working hours to speak with new employees.
  - (vii) The Company and delegates will meet on an annual basis to determine the requirements (e.g. number, timing etc.) of meetings expected for the upcoming year.

### 31.2 Right of Entry

- (a) For the purpose of ensuring compliance with this agreement and conferring about matters of concern to employees an official of the AMWU that is covered by this Agreement may meet with Employees covered by this Agreement.
- (b) It is expected that the AMWU Official will:
  - (i) Give adequate notice to the Operations Manager, so that any meeting arranged can be scheduled to minimise disruption to operational requirements.

- (ii) Inform the Operations Manager upon arrival on site.
- (iii) Be accompanied by an Opal employee at all times if required.
- (iv) Comply with Site Security & Safety Regulations
- (c) Nothing in this sub-clause 31.2 provides for an entitlement to enter premises for a purpose referred to in section 481 of the FW Act (which deals with investigation of suspected contraventions) or to enter premises to hold discussions of a kind referred to in section 484, other than in accordance with Part 3-4 of the FW Act (which deals with right of entry).

**31.3 Delegate Training**

- (a) Subject to the provisions of this clause a union delegate or duly elected employee representative will be entitled to access a pool of training leave hours with pay for a 3 year period which is non-cumulative.
- (b) The amount of training leave an employer may be requested to approve per 3 year period will depend on the number of weekly employees employed and will be in accordance with the following table:

<b>Number of employees</b>	<b>No. of delegates or duly elected employee representatives</b>	<b>Pool of training leave hours available to be accessed</b>
1 – 10	1	67.5
11-20	1	112.5
21-30	2	225.0
31-50	3	337.5
51-90	4	450.0
more than 90	5	562.5

- (c) Training leave will be granted upon an application in writing to the employer requesting such leave. The application to the employer must include the nature, content and duration of the course to be attended.
- (d) The granting of leave pursuant to this clause will be subject to this employer being able to make adequate staffing arrangements amongst current employees during the period of the leave. However an employer must not use this sub-clause to avoid an obligation under this clause.
- (e) Four weeks’ notice of intention to attend a course is required or a lesser period of notice may be agreed by the employer.
- (f) Training leave must be to attend courses conducted or approved by an accredited training organisation.

- (g) While on training leave, the employee will be paid all ordinary time earnings. For the purposes of this subclause ordinary time earnings means the classification rate, over award payment and shift loading which otherwise would be payable.
- (h) Training leave granted under this clause will count as service for all purposes of this Agreement.
- (i) All expenses (such as travel, accommodation, and meals) associated with or incurred by the employee attending a training course as provided in this clause will be the responsibility of the employee or the union.
- (j) Only employees who have completed six months continuous service with their current employer will be eligible for such leave.

## **32. Absences during emergency situations**

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- (a) The occurrence of natural disasters and other extreme emergencies can mean employees affected may be unable to attend work.
- (b) The parties acknowledge that where these circumstances have occurred in the past the Company has been sympathetic to individual employees in balancing their work and personal situation and allowing appropriate leave to be taken.
- (c) The Company commits to continue this arrangement on a discretionary basis on the understanding that an individual employee meets the Company's requirements for notification of absences and will provide where required by the Company suitable evidence of the reasons for absence.
- (d) Community Service Leave as prescribed by the National Employment Standards does not form part of this clause.

## **33. Consultation regarding major workplace change**

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### **33.1 Employer to notify**

- (a) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must notify the employees who may be affected by the proposed changes and their representatives, if any.
- (b) Significant effects include termination of employment; major changes in the composition, operation or size of the employer's workforce or in the

skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this Agreement makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

### **33.2 Employer to discuss change**

- (a) The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in sub-clause 33.1, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.
- (b) The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in sub-clause 33.1.
- (c) For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that no employer is required to disclose confidential information the disclosure of which would be contrary to the employer's interests.

## **34. Consultation regarding change to hours of work**

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- (a) If the Company proposes to change an employee's regular roster or ordinary hours of work, the Company must consult with the employee or employees affected and their representatives, if any, about the proposed change.
- (b) The Company must:
  - (i) provide to the employee or employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the employee's regular roster or ordinary hours of work and when that change is proposed to commence);
  - (ii) invite the employee or employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and

- (iii) give consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and/or their representatives.
- (c) The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.
- (d) These provisions are to be read in conjunction with other Agreement provisions concerning the scheduling of work and notice requirements.

### **35. Individual flexibility arrangements**

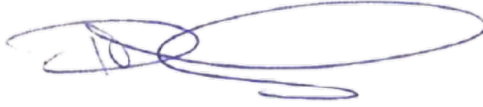
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- (a) The effect of the terms described in sub-clause 35(e) of the Agreement may be varied by an individual flexibility arrangement that is genuinely agreed by the employer and an employee.
- (b) The employer must ensure that any individual flexibility arrangement entered into under this term will result in the employee being better off overall than the employee would have been if no individual flexibility arrangement was made.
- (c) The employer must ensure that any individual flexibility arrangement entered into under this term:
  - (i) must be made in writing and signed by the employer and the employee, and if the employee is under 18, by a parent or guardian of the employee;
  - (ii) can be terminated by either party by giving written notice of not more than 28 days;
  - (iii) can be terminated at any time by the parties if they agree; and
  - (iv) that a copy of the individual flexibility arrangement must be given to the employee within 14 days after it is made.
  - (v) is about only matters that would be "permitted matters" and is not about matters that would be "unlawful matters" if those matters were contained in an enterprise agreement.
- (d) Except for the requirement for employees under 18 in sub-clause 35(c)(i), the employer must ensure that any individual flexibility arrangement made by an employer and an employee under this term does not require the approval or consent of another person.
- (e) The term/s that may be subject to an individual flexibility arrangement are: Clause 6.3 Meal breaks of the incorporated Award.
- (f) The flexibility term in the Award is not incorporated into this Agreement.

## SIGNATURES

On behalf of the Company:

Signed:



Name: David Vidler

Position Title: Operations Manager

Date: 21st February 2024

Address: 2-6 Moore Street, Botany NSW 2019

On behalf of the Employees:

Signed:



Name: Robyn Fortescue

Title/Authority: Assistant State Secretary

Date: 20 February 2024

Address: 3/133 Parramatta Road, Granville NSW 2142



## APPENDICES

### Appendix A Warning procedure

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#### A.1 Counselling & co-operation

- (a) Before any formal warning is issued, a counselling session will normally be held during which a supervisor will attempt to advise the employee of expected improvements in performance. If the employee adopts a willing and co-operative attitude toward improvement, no further action should be necessary.
- (b) It is an objective of the Company to bring about improved performance without the necessity for warnings whenever practical.
- (c) Investigations will be conducted in a timely manner.

#### A.2 Warnings

- (a) Formal warnings will be given when considered necessary by a Supervisor to an employee in the presence of a union delegate, and the Operations Manager (where practical).
- (b) Details including name, section, date and reason will be entered in the Warnings Register and after signature by the employee, delegate and supervisor, the original copy will be handed to the employee. The duplicate copy will remain in the register.
- (c) After two such formal warning (which will be marked "first" and "second") there will be a final warning, clearly marked and understood as being final. At any final warning the Operations Manager will be present.
- (d) At any of the formal warnings, including the final warning, the union delegate (FOC) may have recorded in the Warnings Register his/her views of the circumstances.

#### A.3 Final action

If after a final warning, further action becomes necessary (e.g. notice of dismissal) that action will require no further discussion (other than the giving of notice) with the employee. However, in this event, a delegate (and preferably the delegate previously witness to warnings) will be advised by the supervisor of the action. Termination requires the approval of the Operations Manager.

#### A.4 Redemption Of Warnings

If a period of one year has elapsed since the issue of the last warning to a particular employee all warnings to that employee will normally be removed from the Register.

**A.5 Warnings Not Required**

The above procedure becomes null and void when an act is deemed to be of such a serious nature that instant dismissal is required. (See attached listing of offences warranting instant dismissal).

This procedure does not alter the Summary Dismissal Clause within the Graphic Arts Award.

**A.6 Acts which warrant an instant dismissal from work**

- (a) Drinking alcohol on Company premises.
- (b) Arriving to work under the influence of alcohol or non-medically prescribed drugs.
- (c) Distribution or consumption of illegal drugs whilst at work.
- (d) Possession of weapons of any nature.
- (e) Purposely stopping machinery (sabotage).
- (f) Vandalism or theft of fellow workers belongings or property.
- (g) Fighting.
- (h) Theft.
- (i) Assault.
- (j) Any person found to be swiping on or off for another person.
- (k) Sexual Harassment.
- (l) Racial discrimination.
- (m) Smoking within Company buildings or hazardous areas.
- (n) Blatant disregard for safety instructions.

**A.7 Acts which warrant the instigation of the Warning Procedure**

- (a) Sleeping during work hours.
- (b) Using foul or abusive language.
- (c) Numerous absences from work.
- (d) Repeated poor timekeeping.
- (e) Smoking outside of designated area.
- (f) Taking unwarranted extended meal breaks.

- (g) Taking too many meal breaks.
- (h) Poor or unsatisfactory work practices.
- (i) Unauthorised use of Company P.C.'s.
- (j) Safety breaches.

## Appendix B Relocation and Redundancy Agreement

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### B.1 Application

- (a) This Appendix applies to all employees covered by this Agreement and is to be read in conjunction with Clause 4.2.5 of the Graphic Arts – General – Award 2000. This Appendix will prevail to the extent of any inconsistency with specific provisions on quantum in the parent Awards.
- (b) It will apply to apprentices if they are terminated in a retrenchment program but it will not apply to an apprentice who is terminated at the completion of his or her apprenticeship.
- (c) It does not apply to casuals.

### B.2 Notice

The period of notice to individual employees shall be a minimum of four weeks. The period of notice may be reduced by mutual agreement between the employee and the Manager. Payment in lieu of notice shall be made if the period of notice is not given.

### B.3 Severance entitlements

- (a) Retrenched employees will be paid for continuous years of service at the rate of 3.5 weeks for each year of service and pro-rata for completed months. However, the minimum period for employees with more than 1 year's service and less than 2 years' service will be 4 weeks.
- (b) Employees with less than 1 year's service are entitled to nil severance pay.
- (c) A "week's pay" is defined as the minimum weekly rate given in the Award, plus any over-award payment, tool allowance and leading hand allowance which are paid to the employee.
- (d) Shift penalties, overtime payments and any other allowances are excluded except that a payment equivalent to the shift loading component received by employees will be made to retrenched employees covered by this Agreement, where employees are made redundant due to restructuring under this Agreement. The parties acknowledge this as a historical site anomaly and it is agreed that this payment does not otherwise affect the operation of the Redundancy and Relocation Agreement at this or other Opal sites.
- (e) The appropriate leave loading - 17.5% or relevant shift loading - will be paid on all annual leave.
- (f) 100% of unused sick leave to a maximum of 640 hours will be paid.

- (g) Pro-rata long service leave will be paid after 5 years of continuous employment.
- (h) Members will be paid in accordance with the Trust Deed of their respective superannuation fund/s.

#### B.4 **Time off work**

Employees being retrenched will be allowed reasonable time off work to attend employment interviews provided prior notice is given and the time and place of the interview are communicated.

#### B.5 **Relocation and travel allowance**

This clause applies only when an operation or part of an operation is being relocated to a site which is at least two kilometres from the old site.

##### (a) Disturbance Allowance

Each employee who relocates shall be paid:

- \$307.50 three months after relocating
- \$307.50 six months after relocating
- \$307.50 nine months after relocating

##### (b) Travel Allowance

- (i) In some instances there may be a case for a further allowance to defray the cost of additional travel during the first year of relocation.
- (ii) This matter will be resolved at the operation which is relocating.

#### B.6 **Hardship**

- (a) This clause refers to hardship which arises from the relocation of an operation.
- (b) When there is a relocation and a comparable position is provided at the new location an employee will not receive a retrenchment payment unless it can be demonstrated that the relocation will cause genuine hardship.
- (c) An employee may present a case for hardship before the relocation or up to three months after the employee has relocated.
- (d) A procedure for assessing hardship before the relocation or up to three months after the employee has relocated.

- (e) A procedure for assessing hardship cases will be developed at the location and must include referral of the matter to an independent arbitrator as a last resort.

**B.7 Alternative employment**

- (a) This clause refers to an employee who as an alternative to retrenchment is offered a position with another operation within the Opal Group.
- (b) The employee can either accept the transfer or the retrenchment payments.
- (c) If the employee accepts the transfer he/she will maintain continuity of service.
- (d) If within three months of the date of transfer the employee terminates or the new employer terminates (other than in the case of dismissal for conduct which justifies instant dismissal) the above retrenchment payments, less any relocation payment made, will apply. If any such adjustment is made, it will be done so as to lawfully minimise the tax paid by the employee.

## Appendix C Classification Structure

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Level	Classification
1	Packer
	Feeder/Packer
2	Despatcher
	Shipper Coordinator
3	Litho Print Assistant
	Cutting Assistant
	Reel Fed Print Assistant
	Laminator Assistant
	Clam Shell - Basic
	Pile Turner
4	Reel Hand
	Gluing Operator - Basic
	Clam Shell Operator
	Crane/Forklift/Grab Driver
	Window Facer Operator
5	PMR - Cutting
6	Sheeter Operator
7	Cutting Operator (Sheet & Reel fed)
	Laminator Operator
8	Storeperson
	Outward Goods Coordinator
9	Gluing Operator - Intermediate
	Cutting Operator - Advanced (Sheet & Reel fed)
	Clamming Operator - Advanced
10	(no classification assigned to this level)
11	Gluing Operator - Complex
12	Fitter / Electrician
	2nd Printer
13	Mechanical / Electrical Technician
	1st Printer
14	1st Printer/Team Leader

**Note:**

Where there is a significant change to the skills and competencies required for a role the parties will meet to determine any change within the classification structure – refer subclause 13.8.

**Appendix D Minimum hourly wage rates**

Level	Rate applicable at Agreement commencement	Rate applicable from first full pay period after:		
		Agreement commencement (4% increase)	First anniversary of Agreement commencement (3.75% increase)	Second anniversary of Agreement commencement (3.5% increase)
1	\$26.7627	\$27.8332	\$28.8770	\$29.8876
2	\$28.1158	\$29.2404	\$30.3369	\$31.3987
3	\$29.8803	\$31.0755	\$32.2408	\$33.3693
4	\$30.8761	\$32.1111	\$33.3153	\$34.4813
5	\$31.7312	\$33.0004	\$34.2380	\$35.4363
6	\$32.4239	\$33.7209	\$34.9854	\$36.2099
7	\$34.8918	\$36.2875	\$37.6483	\$38.9659
8	\$35.6496	\$37.0756	\$38.4659	\$39.8122
9	\$36.4614	\$37.9199	\$39.3419	\$40.7188
10	\$37.1866	\$38.6741	\$40.1243	\$41.5287
11	\$39.1675	\$40.7342	\$42.2617	\$43.7409
12	\$40.5963	\$42.2202	\$43.8034	\$45.3365
13	\$46.5172	\$48.3779	\$50.1921	\$51.9488
14	\$48.7036	\$50.6517	\$52.5512	\$54.3905

Wages will be paid not later than 4 clear days after the end of the pay period in respect of which they have become due.



## Appendix E Superannuation

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### E.1 Compliant Funds

- (a) Employees will be entitled to choose a compliant fund into which the Company will make all superannuation contributions.
- (b) The default fund for new employees who do not have a “stapled fund” will be Media Super.
- (c) Employees who fail to provide details of an existing membership of a compliant fund, or who fail to return a completed Membership Application form for a compliant fund to the pay office within 7 days of commencing employment with the Company, and who do not have a “stapled fund”, will be deemed to have selected the default fund.
- (d) Subject to the rules of the funds, employees may elect to switch between the nominated accumulation funds once in each 12 month period. The Company will implement a change of fund request in payroll within two months of the employee providing payroll with a properly completed transfer form and membership application form for their nominated fund.
- (e) For reasons such as full or partial fund amalgamation, substitution or rationalisation, employee benefits under one of the funds listed in this Superannuation clause may be transferred to a different fund. For the purpose of this Superannuation clause, a reference to a superannuation fund therefore includes a reference to a successor or transferee fund or any fund that results from the amalgamation, substitution or rationalisation of the fund named in sub-clause (b).

### E.2 Contributions

- (a) The Company will only be required to make contributions to one of the funds nominated in accordance with clause E.1 for each employee, covering all Company and employee contributions, whether before tax or after tax.
- (b) Employer contributions will be paid on Ordinary Time Earnings (as defined in sub-clause (c) or (d) at a rate no less than that prescribed by Superannuation Guarantee legislation in force at the time. If an employee was given undertaking in writing at the time his or her benefit in the Amcor Superannuation Fund was transferred from a defined benefit arrangement to an accumulation style of benefit, the employee will be entitled to the rate in accordance with that undertaking unless and until such time as the rate required by legislation exceeds the rate in the undertaking.
- (c) For permanent employees, Ordinary Time Earnings will be based on the employee’s base pay rate, tool allowance, leading hand allowance and

any other all-purpose wage related allowance and shift loading, including weekend and public holiday rates where the shift worked is part of the employee's normal rostered hours of work. These components of pay will be calculated for the employee's normal rostered hours of work. All other allowances and payments, including overtime, are excluded.

- (d) For casual employees, Ordinary Time Earnings will be based on the employee's base pay rate, casual loading, shift loading, tool allowance, leading hand allowance and any other all-purpose wage related allowance, including weekend and public holiday rates, for all hours worked which do not attract overtime penalties. All other allowances and payments, including overtime are excluded.

## Appendix F Wage-sacrifice / flexible remuneration

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### F.1 Flexible wage sacrificing is available

Under this Appendix, an employee may, by mutual agreement with Opal, request to sacrifice part of his or her future unearned, pre-tax wages or salary in exchange for the provision by Opal of an allowable, non-cash benefit of an equivalent value to the amount sacrificed.

### F.2 Allowable wage sacrifice benefits

Wage sacrificing can occur in respect of Superannuation contributions in excess of the required Company contributions (subject to the employee's chosen fund being able to accept wage sacrifice contributions) where those contributions are made in accordance with this Appendix ("allowable wage sacrifice benefits").

### F.3 Conditions for wage sacrifice

- (a) An allowable wage sacrifice benefit can only be provided where:
  - (i) the parties agree to sacrifice a future wage or salary payment that the employee has not earned an entitlement to receive at the time of the agreement;
  - (ii) the benefit is a wage sacrifice benefit that is an allowable benefit in accordance with clause F.2;
  - (iii) the employee submits to Opal the documentation required in clause F.4, which is approved and accepted by Opal;
  - (iv) the deduction is not contrary to the law.
- (b) All wage sacrifice member (voluntary) contributions will have the 15% contributions tax deducted by the fund before they are credited to the member's superannuation account.
- (c) The employee will bear the responsibility for all taxes and any additional costs associated with the sacrifice arrangement.

### F.4 Applying for wage sacrifice benefits

To receive wage sacrifice benefits the employee must submit to Opal:

- (a) any documentation as reasonably required by Opal in accordance with the superannuation payment policies applicable in Opal from time to time;
- (b) any documentation as reasonably required in accordance with the relevant wage sacrifice policy applicable in Opal from time to time.

**F.5 How wage sacrificing will operate**

- (a) On receipt of the relevant documentation required by this Appendix, Opal will consider the employee's request and, if acceptable, provide written confirmation of the acceptance to the employee.
- (b) From the time of the acceptance:
  - (i) the value of the wage-sacrifice benefit or benefits will be deemed to form part of the agreed wages or salary required to be paid to the employee under this Agreement;
  - (ii) income taxation withholdings will, to the extent permitted by law, be deducted from the employee's wages or salary assessed at the wage or salary level after the deduction of the value of the allowable wage sacrifice benefits from the wage or salary;
  - (iii) any accrued leave that can be taken by the employee as paid leave under either this Agreement or as a matter of federal law, will be paid when taken on the basis of the wages or salary of the employee as they are affected by the wage sacrifice arrangements.
- (c) Following the first wage sacrifice payment, Opal will retain a notional pay rate equivalent to the pre-sacrifice pay rate of the employee, for the purposes of calculating other benefits or benefits payable during the employment under this Agreement, if applicable, namely:
  - (i) overtime entitlements;
  - (ii) shift and other allowances;
  - (iii) penalty payments;
  - (iv) superannuation contributions.

**F.6 How Wage Sacrificing Can End**

- (a) An employee can elect to terminate their receipt of wage sacrifice benefits by providing written notice to Opal on the relevant forms applicable within Opal from time to time. If accepted by Opal, the receipt of wage sacrifice benefits will terminate from the day agreed to by the employee and Opal.
- (b) Opal intends to maintain a worthwhile wage sacrifice programme for its employees. In the event, however, of any ruling of a court, tribunal or the ATO or of any change to the law affecting taxation, fringe benefits, or superannuation that:
  - (i) makes the operation of this Part or any Part of it ineffective, unattainable or illegal; or

- (ii) requires Opal to incur additional costs in maintaining a wage sacrifice program for an employee or employees,

Opal may terminate the wage sacrifice arrangement for the employees concerned. The receipt of wage sacrifice benefits will terminate from the day notified to the employee by Opal.

- (c) Despite anything else in this Agreement, the receipt of wage sacrifice benefits will cease on the date of termination of the employment of the employee concerned, whatever the reason for termination. Any termination payments to the employee will be calculated on the basis of the ordinary cash wage or salary rate of the employee.

#### F.7 **Independent advice**

Opal strongly recommends that employees contemplating any wage sacrificing arrangement in accordance with this Appendix should obtain their own independent financial advice. Opal will not, and is not by law permitted to, provide any financial advice regarding the arrangements including with respect to the suitability of the arrangements to or their consequences for any employee or employees. The employees agree that the responsibility to obtain such advice will at all times lie with the employee and not with Opal.

## Appendix G Rosters

### Continuous running requirement

Employees must minimise downtime during shift change to ensure continuous running.

#### G.1 Roster 1

Work Areas	Roster Type	Description	Features
Finishing (Gluers) Finishing (Clams)  Roland 900 Printer  KBA Printer  Sprintera 1 & 2 Cutter  Flexo  Sheeter  Reel Store  Maintenance  Window Facer  CERB/CER2 Cutter  Packing	Average 40 hour week  5 Days, 2 Crews per day (continuous)	Rostered hours fall between Monday 6:00am to Saturday 6:00am  12 hour shifts  Morning & Night shifts  3 crews rotating  3 week cycle, 10 shifts of 12 hours per cycle	25% shift allowance on ordinary hours and rostered OT  2 x 30 minute meal breaks paid as ordinary time  37.5 ordinary hours per week (averaged)  2.5 hours rostered OT per week (averaged) paid x 1.5

**G.2 Roster 2**

Work Areas	Roster Type	Description	Features
Laminator	36.5 hour week  3 Days	Rostered hours fall between Monday 6.00am to Wednesday 6.10pm  12 hour 10 minute shifts	25% shift allowance  2 x 30 minute meal breaks paid as ordinary time  36.5 ordinary hours per week

**G.3 Roster 3**

Work Areas	Roster Type	Description	Features
CER Cutter	Average 37.5 hour week  5 Days (non-continuous)	Rostered hours fall between Monday 6.00am to Friday 2.50pm  8 hour 50 minute shifts  Morning and Afternoon Shift  2 crews rotating  2 week cycle, RDO every 2 <sup>nd</sup> Friday	25% shift allowance  30 minute unpaid meal break  37.5 ordinary hours per week (averaged)

**G.4 Roster 4**

Work Areas	Roster Type	Description	Features
Maintenance Flat Pack Quality	Average 37.5 hour week  5 Days (non-continuous)	Rostered hours fall between Monday 6.00am to Friday 2.50pm  8 hour 50 minute shifts  Morning Shift  2 week cycle, RDO every 2 <sup>nd</sup> Friday	25% shift allowance  30 minute unpaid meal break  37.5 ordinary hours per week (averaged)

**G.5 Roster 5**

Work Areas	Roster Type	Description	Features
Warehouse	Average 37.5 hour week	Rostered hours fall between Monday 4.00am to Saturday 12.50am  8 hour 50 minute shifts  Shift times: 4:00 – 12:50 5:00 – 13:50 11:00 – 19:50 13:00 – 21:50 16:00 – 00:50  10 week cycle, RDO every 2 <sup>nd</sup> Friday	25% shift allowance  30 minute unpaid meal break  37.5 ordinary hours per week (averaged)

**G.6 Roster 6 – “Low Volume Production Roster”**

Work Areas	Roster Type	Description	Features
Finishing (Glueers) Finishing (Clams) Roland 900 Printer KBA Printer Sprinter 1 & 2 Cutter Flexo Sheeter Reel Store Maintenance Window Facer CERB/CER2 Cutter Packing	Average 36.5 hour week  5 Days, 2 Crews per day (continuous)	Rostered hours fall between Monday 6.00am to Friday 6.10pm  12 hour 10 minute shifts  Morning & Night Shifts  3 crews rotating  3 week cycle, 9 shifts of 12 hours 10 minutes per cycle	25% shift allowance  2 x 30 minute meal breaks paid as ordinary time  36.5 ordinary hours per week (averaged)

Note: If an employee is terminated on the grounds of redundancy while on this “Low Volume Production Roster”, a “week’s pay” for the purposes of clause B.3(c) of this Agreement will be calculated based on the last roster pattern the employee was working prior to moving onto this roster.



## Appendix H      Gainshare Plan

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### A.1 Duration of Plan

The gainshare plan will commence upon commencement of the Agreement and will cease at the completion of this Agreement in 2027, covering the gainshare periods:

- 2024/2025;
- 2025/2026; and
- 2026/2027.

### A.2 Eligibility

All employees whose employment is subject to the Agreement are eligible to participate in this plan. New employees will be eligible for payment once they have completed the full month being measured.

### A.3 Intent

The parties agree that the intention of the plan is not to make payments to employees based on business as usual, or for equipment or technology changes. The parties agree that the intention of the target set in the gainshare plan is to reward employee effort beyond business as usual, resulting in target KPI's being met.

### A.4 Key Performance Indicators (KPIs)

KPIs, targets and measurements will be set initially prior to commencement of the 2024/2025 gainshare plan, and thereafter each year by management as part of the annual budgeting process and reviewed quarterly at which time they may be updated. The JCC will be advised of the baselines for targets at the end of each quarter in line with their regular meeting. Annual calculation by management of the new target baselines, and quarterly updates, will be calculated to allow continuous improvement.

Unless otherwise determined by management during the review process, the KPIs to be measured will be as set out below, with the payments applicable for achieved targets as set out in A.6:

- (a) MEV (Waste)
- (b) Production
- (c) Quality (Internal)
- (d) Quality (External)
- (e) Area Improvement

**A.5 Payment**

Gainshare payments will be made after the conclusion of each 3 month period (“quarter”) that the gainshare plan has been operating. Payments will be made on a quarterly once-off lump sum basis, inclusive of superannuation, and less taxation deductions as required by law.

An employee is only eligible to receive any applicable gainshare payment if the employee is in employment, and not serving notice of resignation or termination, on the date of the payment. An employee who has been on unpaid leave for the full quarter will not be eligible for any payment.

**A.6 Payment Conditions**

Note: KPIs and Targets to be set annually and reviewed and updated quarterly.

<b>KPI</b>	<b>Target</b>	<b>Payment Applicable (per month, per employee when target achieved)</b>
MEV (Waste)		\$40.00
Production		\$30.00
Quality	Quality Internal	\$30.00
	Quality External	\$30.00
Area Improvement		\$40.00