



DECISION

Fair Work Act 2009

s.185 - Application for approval of a single-enterprise agreement

Gunnedah Leather Processors Pty Ltd T/A Gunnedah Leather Processors Pty Ltd
(AG2018/6047)

GUNNEDAH LEATHER PROCESSORS PTY LTD (PRODUCTION) ENTERPRISE AGREEMENT 2018

Manufacturing and associated industries

COMMISSIONER RIORDAN

SYDNEY, 18 APRIL 2019

Application for approval of the Gunnedah Leather Processors Pty Ltd (Production) Enterprise Agreement 2018.

[1] An application has been made for approval of an enterprise agreement known as the Gunnedah Leather Processors Pty Ltd (Production) Enterprise Agreement 2018 (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Gunnedah Leather Processors Pty Ltd. The Agreement is a single enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 of the Act relevant to this application for approval have been met.

[3] *The Australasian Meat Industry Employees Union, Newcastle & Northern NSW Branch* (AMIEU) have given notice under s.183 of the Act that they wish to be covered by the Agreement. In accordance with s.201(2) of the Act, I note that the Agreement covers the organisation.

[4] The Fair Work Commission (FWC) received correspondence dated 17 April 2019, which included further material in support of the application together with Undertakings made by and duly signed by the Group General Manager, proposed to FWC pursuant to s.190 of the Act (the Undertakings). A copy of the undertakings is attached in Annexure A.

[5] I am prepared to accept the Undertakings. As provided by s.191 of the Act, the Undertakings are taken to be terms of the Agreement. I am satisfied that each of the requirements of ss.186, 187 and 188 of the Act as are relevant to this application for approval have been met.

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 25 April 2019. The nominal expiry date of the Agreement is 25 April 2022.



Annexure A



Gunnedah Leather Processors

337 Quila Road GUNNEDAH NSW 2380
PO Box 598 GUNNEDAH NSW 2380
Tel: 02 67419500 | Fax: 02 67419501
ABN: 65 135 975 451

Dear Commissioner Riordan

Gunnedah Leather Processors Pty Ltd (Production) Enterprise Agreement 2018 (AG2018/6047)

Written undertakings under section 190 of the *Fair Work Act 2009*

Gunnedah Leather Processors Pty Ltd hereby undertakes the following in relation to the Gunnedah Leather Processors Pty Ltd (Production) Enterprise Agreement 2018:

1. This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is inconsistency between this agreement and the NES, and the NES provides greater benefit, the NES provision will apply to the extent of the inconsistency.
2. For the purpose of Individual Flexibility Agreements Clause 9.5 is removed and replaced with:
“9.5 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to, and keep the agreement as a time and wages record.”
3. The company agrees to apply the following provisions to be read as part of our Enterprise Agreement:

“CONSULTATION ABOUT CHANGES TO ROSTER OR HOURS OF WORK

- a. Where an employer proposes to change an employee’s regular roster or ordinary hours of work, the employer must consult with the employee or employees affected and their representatives, if any, about the proposed change.
- b. The employer 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.”

4. The classification of Grade 4 on page 18 is to be deleted and replaced with the following:

“GRADE 4

Employees who have demonstrated to have an above average conduct and performance in the workplace and can contribute by coaching less experienced employees in their area of work within safety, quality and efficiency standards (SWP trained). A Grade 4 employee demonstrates full understanding of and compliance with company mission and policies. A Grade 4 employee will be multi skilled in their area of work causing a positive impact to the business due to his high performance and quality input to the operations.

He/she will meet the criteria of being able to work in a safe manner, demonstrating effort, having an excellent attendance record and showing great attitude in the workplace. Workers will be considered to have a good conduct and performance if they contribute to a harmonious workplace, understand help us to increase our efficiencies, aim for zero accidents, help us to produce and maintain high quality products, follow management directions.

To qualify for Grade 4 the employee must be able to perform all tasks within their allotted area and fulfil the requirements of a Grade 3 employee. Appointment to Grade 4 is determined at the discretion of the company. The discretionary statement for appointment to this grade is to ensure that Grade 3 is the normal grade most employees will attain with training, commitment and time”.

5. For the purposes of the Grade 1 classification, the reference to “6 months” on page 17 is removed and replaced with “3 months”
6. Sub-clause 16.1.3.2 will not be applied. It will be treated as though it has been removed from the Agreement
7. For the purpose of Shift Work (clause 30) the following is to be included:
- a) An employee who works on an afternoon or night shift which does not continue:
- i) for at least five successive afternoon or night shifts or six successive afternoon or night shifts in a six day workshop (where no more than eight ordinary hours are worked on each shift); or
 - ii) for at least 38 ordinary hours (where more than eight ordinary hours are worked on each shift and the shift arrangement is in accordance with subclauses 30.7 and 30.9 of the Enterprise Agreement)
- must be paid for each shift 50% extra for the first three hours and 100% extra for the remaining hours.

Signed for and on behalf of the employer



Darren Forster

Group General Manager
Gunnedah Leather Processors Pty Ltd
17 April 2019

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.

GUNNEDAH LEATHER PROCESSORS PTY LTD (PRODUCTION) ENTERPRISE AGREEMENT 2018

1. TITLE

This agreement shall be known as the Gunnedah Leather Processors Pty Ltd (Production) Enterprise Agreement 2018.

2. MISSION and OBJECTIVES

Mission: It is the Company's Mission to achieve and maintain globally competitive leather tanning and exports, by developing and maintaining strong relationships, reliable customer service, and safe, high quality high productivity operations.

Objectives: It is the Objective of this Production EA to generate outcomes that make a strong and effective contribution to the Company's Mission.

3. ARRANGEMENT

This Agreement is arranged as follows:

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4. ANTI-DISCRIMINATION

- 4.1** It is the intention of the respondents to this agreement to achieve the principal object in section 3(e) of the Fair Work Act 2009 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, protecting against unfair treatment and discrimination, providing accessible and effective procedures to resolve grievances and disputes and providing effective compliance mechanisms.
- 4.2** Accordingly, in fulfilling their obligations under the disputes avoidance and settling clause, the respondents must make every endeavour to ensure that neither the agreement provisions nor their operation are directly or indirectly discriminatory in their effects.
- 4.3** Nothing in this clause is to be taken to affect:
- 4.3.1** Any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;
 - 4.3.2** An employee, employer or registered organisation, pursuing matters of discrimination in any State or Federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission.

5. DEFINITIONS

- 5.1 Annual Close Down** means where the employer on one or more occasions during the year closes down the plant or a section or sections thereof for the purpose of allowing annual leave to all or the bulk of the employees in the plant or sections thereof.
- 5.2 Employer or Company** means Gunnedah Leather Processors Pty Ltd.
- 5.3 Immediate Family** (for the purposes of carer's leave and compassionate leave), includes
- 5.3.1** spouse (including de facto spouse), child, parent, grandparent, grandchild, or sibling of the employee; and
- 5.3.2** a child, parent, grandparent, grandchild or sibling of a spouse (including de facto spouse) of an employee.
- 5.4 FWC** means Fair Work Commission.
- 5.5 Additional Hours** rate shall mean the ordinary time rate of the appropriate classification rate, i.e. 1/38 of the classification rate increased by 50 percent to reflect time and a half and 100 percent to reflect double time as may be specified in the Agreement.
- 5.6 Casual employee** means an employee who is engaged in relieving work or work of a casual, irregular or intermittent nature who is engaged (other than a regular employee) and paid by the day, but does not include an employee who could be properly classified as a permanent, full-time or part-time employee.
- 5.7 Calculation of Continuous Service**
- 5.7.1** Continuity of service shall be deemed to be continuous notwithstanding:
- 5.7.1.1** Any interruption or determination of the employment by the employer if such interruption or determination has been made with the intention of avoiding obligations hereunder in respect of annual leave;
- 5.7.1.2** Any absence on account of leave granted, imposed or agreed to by the employer; or
- 5.7.1.3** Any absence due to reasonable cause;
- Provided that, in cases of personal sickness or accident or absence with reasonable cause, the employee, to become entitled to the benefit of this clause shall, if practicable, notify the employer as soon as possible of such absence and their inability to attend for duty as far as practicable, the nature of the illness, injury or cause and the estimated duration of the absence.
- 5.7.1.4** Any absence of Workers Compensation.
- 5.7.2** In calculating a period of twelve months' continuous service;
- 5.7.2.1** Any absence on paid leave; and
- 5.7.2.2** In respect of any unpaid absences, the employee shall serve such additional period as part of the qualification for annual leave as will equal the period of such absences.

5.7.2.3 Any absence from work by reason of any cause not being a cause specified in this clause shall not be deemed to break the continuity of service for the purposes of this clause unless the employer, during the absence or within fourteen days of the termination of the absence, notified the employee in writing that such absence will be regarded as breaking the continuity of service.

5.8 **Permanent employee** means an employee who could be properly classified as a full-time or part-time employee and specifically excludes an employee who could be properly classified as a casual employee.

5.9 **AMIEU** means the Australasian Meat Industry Employees Union Newcastle & Northern Branch

6. COMMENCEMENT DATE OF AGREEMENT AND PERIOD OF OPERATION

This agreement shall commence on the first Wednesday following the date of approval from the Fair Work Commission and will remain in force for a period of 3 years

7. PARTIES BOUND

The parties bound by this agreement are:

Australasian Meat Industry Employees Union Newcastle & Northern branch; Production employees of Gunnedah Leather Processors that fit within the classification structure as laid out within this Agreement; and Gunnedah Leather Processors Pty Ltd.

PART 2 – AGREEMENT OBJECTIVES

8. SINGLE BARGAINING UNIT

This Enterprise Agreement has been developed through the auspices of a single bargaining unit comprising representatives of the employees, management and the Australasian Meat Industry Employees Union Newcastle & Northern Branch.

9. INDIVIDUAL FLEXIBILITY AGREEMENT

9.1 Notwithstanding any other provision of this Agreement, the employer and an individual employee may agree to vary the application of certain terms of this Agreement to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of are those concerning:

- arrangements for when work is performed;
- additional hours rates;
- penalty rates;
- allowances; and
- leave loading.

9.2 The employer and the individual employee must have genuinely made the agreement without coercion or duress.

9.3 The agreement between the employer and the individual employee must:

9.3.1 be confined to a variation in the application of one or more of the terms listed in clause 9.1; and

- 9.3.2** result in the employee being better off overall than the employee would have been if no individual flexibility agreement had been agreed to.
- 9.4** The agreement between the employer and the individual employee must also:
- 9.4.1** be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
 - 9.4.2** state each term of this Agreement that the employer and the individual employee have agreed to vary;
 - 9.4.3** detail how the application of each term has been varied by agreement between the employer and the individual employee;
 - 9.4.4** detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and state the date the agreement commences to operate.
- 9.5** The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.
- 9.6** Except as provided in clause 9.4.1 the agreement must not require the approval or consent of a person other than the employer and the individual employee.
- 9.7** The employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee's understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.
- 9.8** The agreement may be terminated:
- 9.8.1** by the employer or the individual employee giving four weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
 - 9.8.2** at any time, by written agreement between the employer and the individual employee.
- 9.9** The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between the employer and an individual employee contained in any other term of this Agreement.

10. INTRODUCTION OF MAJOR CHANGE IN THE WORKPLACE

10.1 Employer's duty to notify

- 10.1.1** Where the 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 shall notify the employees who may be affected by the proposed changes and the AMIEU.
- 10.1.2** Significant effects include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs. Provided that where the agreement makes provision for alteration of any

of the matters referred to herein an alteration shall be deemed not to have significant effect.

10.2 Employer's duty to discuss change

- 10.2.1** The employer shall discuss with the employees affected and the AMIEU, the introduction of the proposed changes, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees and/ or the AMIEU.
- 10.2.2** The discussions shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 8.1 hereof,
- 10.2.3** For the purposes of such discussion, the employer shall provide in writing to the employees concerned and the AMIEU if formally requested, all relevant information about the changes including the nature of the changes proposed; the expected effects of the changes on employees and any other matters likely to affect employees, provided that any employer shall not be required to disclose confidential information the disclosure of which would be adverse to the employer's interests.

11. STAND-DOWN PROVISIONS

- 11.1** Notwithstanding anything elsewhere contained in this clause, the employer shall have the right to deduct payment for any day, or part day, on which an employee cannot be usefully employed, because of lack of work caused by a strike, through any breakdown of machinery or any stoppage of work or by any cause for which the employer cannot reasonably be held responsible.
- 11.2** The application of this provision is subject to notice being given to employees on the day prior to the stand down, except for circumstances of machinery breakdown and other reasons where prior notice is not possible.
- 11.3** At the end of the stand down period employment will resume and employment will be deemed to have been continuous subject to adjustments to service entitlements.
- 11.4** The parties recognise the need for flexibility and the need to make special arrangements to suit work requirements.
- 11.5** Following equipment breakdown or other unforeseen circumstance that the employer is not responsible for, workgroups may be stood down immediately and may be asked to report to work later that day or on some other day. The employees requested to report later that day or on some other day will be paid their ordinary hours for the time actually worked. Upon recall to work, consecutive time actually worked in periods that would normally attract a shift penalty will be paid at such penalties for the time worked. Hours worked in excess of the standard day's hours may be paid at the applicable Additional Hours rates. The company further agrees that it will not unreasonably disadvantage any individual unable to attend work later who is dealing in good faith. The workforce will work with the company to reduce the effect of someone being unable to re-attend.

12. PROCEDURES FOR THE AVOIDANCE OF INDUSTRIAL DISPUTES

12.1 In the event of a dispute about a matter under this Agreement, a dispute in relation to the National Employment Standards or a dispute concerning any other employment related matter save for termination of employment, the procedures for resolving the dispute are as follows

12.1.1 The employee/s concerned will first meet and confer with their immediate supervisor. The employee/s may appoint another person to act on their behalf including a shop steward or delegate of the AMIEU. Subject to 12.2 and 12.3 where the AMIEU delegate is involved he/she shall be allowed the necessary time during working hours to interview the employee(s) and the supervisor.

12.1.2 If the matter is not resolved at such a meeting the parties will arrange further discussions involving more senior management as appropriate. The employee may invite an AMIEU official to be involved in the discussions. The employer may also invite into the discussions an officer of the employer organisation to which the employer belongs. The AMIEU delegate shall be allowed at a place designated by the employer, a reasonable period of time during working hours to interview the AMIEU official.

12.1.3 If the matter remains unresolved, the parties shall jointly or individually refer the matter to Fair Work Commission for assistance in resolving the matter by conciliation and, if necessary arbitration in accordance with Section 739 of the Fair Work Act 2009

12.2 In order to facilitate the procedure in 12.1:

12.2.1 The party with the grievance must notify the other party at the earliest opportunity of the problem;

12.2.2 Throughout all stages of the procedure all relevant facts must be clearly identified and recorded;

12.2.3 Sensible time limits must be allowed for completion of the various stages of discussion. However, the parties must co-operate to ensure that the disputes resolution procedures are carried out as quickly as possible.

12.3 While the parties are attempting to resolve the matter the parties will continue to work in accordance with this Agreement and their contract of employment unless the employee has a reasonable concern about an imminent risk to his/her or her health and safety. Subject to relevant provisions of any occupational health and safety law, even if the employee has a reasonable concern about an imminent risk to his/her or her health or safety, the employee must not unreasonably fail to comply with a direction by his/her or her employer to perform other available work, whether at the same enterprise or another enterprise, that is safe and appropriate for the employee to perform.

12.4 Dispute settlement training leave

12.4.1 A single AMIEU delegate shall be entitled to, and the employer shall grant up to three days with pay per year, non-cumulative, to attend courses conducted by AMIEU on the following conditions:

12.4.1(a) the scope content and level of the courses are directed to the enhancement of the operation of the procedure for avoidance of industrial disputes;

12.4.1(b) reasonable notice is given by AMIEU or the delegate;

12.4.1(c) the taking of leave is taken having regard to the operational requirements of the employer;

12.4.1(d) the delegate taking such leave shall be paid all ordinary time earnings which normally become due and payable during the period of leave;

12.4.1(e) leave of absence granted pursuant to this clause will count as service for all purposes of this award.

13. DISCIPLINARY PROCEDURE

a. The following procedure shall be followed where warnings/counselling are required:

STEP 1	The employee's Supervisor / Manager may issue the employee with a verbal warning. At this stage the employee will receive counselling to make him/her aware of the unsatisfactory performance and/or conduct, the Company's expectations and action required to correct the problem. This verbal warning will be documented.
STEP 2	Should the employee continue to present a poor performance or poor conduct the employee will receive a first written warning.
STEP 3	Should the employee continue to present a poor performance or poor conduct the employee will receive a 2 nd and final written warning,
STEP 4	If action is not taken to correct the unsatisfactory performance and or conduct this may result in the employee being suspended for one week (without pay) or terminated and given a letter of termination.

b. At all stages of the warning/disciplinary procedure the employee shall be provided with the opportunity to reply and be entitled to have a Union delegate or support/advocate present.

c. Each counselling/warning shall advise the duration it is to apply for up to a maximum of twelve (12) months from the date that it is issued. Counselling and warnings over 12 months old can still be used in building a history of the employees conduct and performance. In progressing from one level of counselling/warning to another the most recent counselling/warning may be used as the basis to escalate the level of warning/counselling to be issued on a new or continuing problem, breach, or behaviour.

d. Depending on the seriousness of the matter, some or all of the above warnings may be skipped and the disciplinary process escalated as determined appropriate by the company in the circumstances.

14. ABSENTEEISM MANAGEMENT PROGRAM

- 14.1** For the purposes of this clause, “absenteeism” is defined as any absence from work.
- 14.2** An employee may be placed on an Absenteeism Management Program for any two or more of the following reasons:
- unauthorised absences from work
 - regular or consistent absence from work without satisfactory reason.
 - any other absence without satisfactory reason.
- For the purposes of this sub-clause, an “unauthorised absence” is defined as an absence which has not been approved prior to the absence or subsequently authorised according to the individual circumstance.
- 14.3** In considering whether an employee should be placed on an Absenteeism Management Program, the following will apply:
- 14.3.1** The employee will be advised verbally that the employer is concerned about their level of absenteeism.
- 14.3.2** The employee will be given notice that a meeting will be held to discuss the concerns and that the employee is entitled to invite a representative of their choice to attend the meeting.
- 14.3.3** at the meeting, the employer will explain the reason for concern and provide the employee with an opportunity to respond.
- 14.3.4** at the conclusion of the meeting, if the employer is not satisfied with the employee’s response, the employer will advise the employee that he or she will be placed on an Absenteeism Management Program which will be confirmed in writing.
- 14.3.5** if the employee disagrees with the employer’s decision, the employee will be entitled to pursue the matter in accordance with the Dispute Procedure
- 14.4** Employees placed on the Absenteeism Management Program will be subject to the following requirements for a period of 12 months from the date they are placed on the program, or the date of their most recent breach of the Absenteeism Management Program:
- 14.4.1** on each day the employee is absent from work for any reason other than authorised leave, the employee must (unless incapacitated) personally notify the Manager (or other company representative that the company may nominate from time to time, to the individual employee) of their inability to attend work as soon as they become aware of, and shall wherever possible notify the employer of their absence prior to their designated start time. The employee must advise why they are unable to attend and when they expect to return to work.
- 14.4.2** If it reasonably practicable to do so, the employee will be required to provide the employer with a medical certificate from a duly registered medical practitioner, for all Personal / Carer’s Leave absences including single day periods. This certificate should within reason specify the nature of the illness and the period (dates inclusive) which the employee will be unfit to work. If it is not reasonably practicable for the employee to give the employer a medical certificate, then a statutory declaration by the employee will be required.

- 14.5** Failure to satisfy any of the requirements specified in the Absenteeism Management Program will be a breach of the Absentee Management Program, and may result in the employee being counselled and issued a written warning for breaching the Absenteeism Management Program, and alerted that his or her continuing employment is at risk.
- 14.6** Counselling and or warnings undertaken in accordance with this Agreement for breaches of the Absenteeism Management Program may be issued through the Disciplinary Procedure, Clause 13.
- 14.7** Counselling and warnings, verbal or written, for other reasons or matters received prior to being placed on the absenteeism management program will count as counselling and warnings within the absenteeism management framework and level of warning within the Disciplinary Procedure, Clause 13.
- 14.8** The Absenteeism Management Program clause(s) overrides the Personal/ Carer's Leave clause(s) in cases where there is any inconsistency.

15. DRUG AND ALCOHOL POLICY AND PROCEDURES

- 15.1** The company and employees agree to work together in developing policies and procedures for the management of the site free from the effects of alcohol, drugs, and abused substances on our workforce. This may include processes such as, but not limited to, drug and alcohol testing through pre-employment, voluntary, random methods, on suspicion, and or following an incident or accident. In generating these Policies and Procedures the intention is that the framework is seeking to provide a means to better ensure everyone's Health and Safety at work free from the potentially increased risk of harm to employees from drug and alcohol abuse.
- 15.2** If the parties are unable to agree through consultation on appropriate policies and procedures, the employee or employees may pursue the matter in accordance with clause 12 of this agreement.

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

16. CONTRACT OF EMPLOYMENT

- 16.1** **No employee shall be employed except in accordance with the following;**

16.1.1 Full Time

A full time employee shall mean an employee who is engaged to work 38 ordinary hours per week averaged over a period up to twenty eight days.

16.1.2 Part Time

16.1.2.1 Except as provided in Parental Leave Provisions, a part time employee shall mean an employee who works regular weekly hours of less than 38 ordinary hours per week on average over a period up to twenty eight days.

16.1.2.2 The minimum engagement on any day shall not be less than three ordinary hours.

16.1.2.3 Provided that part time employees shall be paid per hour at 1/38 of the weekly rate for the relevant classification, for each ordinary hour worked.

- 16.1.2.4** Part time employees shall receive pro-rata payment for annual leave, personal / carer's leave, public holidays, superannuation and long service leave and for any other entitlements of full time employees, proportionate to the hours worked by those employees

16.1.3 Casual Employment

- 16.1.3.1** A casual employee is an employee who is engaged and paid as such and shall perform such work as the employer from time to time may require during the period of engagement. The minimum period of engagement shall be three ordinary hours.
- 16.1.3.2** A casual employee shall be employed by the day and his or her employment shall terminate at the end of each shift or day. A casual employee who terminates their employment as from 2 hours prior to the end of the ordinary working hours on any day or shift shall not be entitled payment in respect of any time actually worked.
- 16.1.3.3** An employee's ordinary pay rate for each hour employed, one-thirty-eighth of the weekly wage proscribed by this Agreement for the classification employed. The employee shall receive a non-all-purpose loading of 25 per cent for each ordinary hour employed. Such loading shall be in lieu of payment for annual leave, personal / carer's leave, public holidays and compassionate leave.

16.2 Probation

New employees will commence employment on a 3 month probation. Any physical absence during the probationary period, other than for public holidays, will extend the period of probation so that the person will have physically worked the equivalent of 3 months. The probation period may be extended by another 3 months if the employee's performance and/ or conduct is not deemed to be satisfactory.

16.3 Abandonment of Employment

- 16.3.1** The absence of an employee from work for a continuous period exceeding two working days without the consent of the employer and without notification to the employer shall be prime facie evidence that the employee has abandoned their employment. In such case the employer will send written advice to the employee's last known mailing address informing them that their conduct has led the employer to believe the employee has abandoned his or her employment
- 16.3.2** If within a period of 7 days from last attendance at work or the day of the last absence in respect of which notification has been given OR consent has been granted, an employee has not established to the satisfaction of the employer that the employee was absent for reasonable cause, such employee shall be deemed to have abandoned their employment. Provided that if the employer obtains evidence of actual abandonment of employment then the period of 7 days mentioned above will not be applied.
- 16.3.3** Termination of employment by abandonment in accordance with this clause shall operate as from the date of the last attendance at work or the last days absence in respect of which consent was granted, or the date of the last absence in respect of which notification was given to the employer, whichever is the later and in such cases wages shall be paid up to the last attendance at work.

17. NOTICE OF TERMINATION

17.1 Notice of termination by employer

17.1.1 In order to terminate the employment of an employee the employer must give to the employee the period of notice specified in the table below:

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

17.1.2 In addition to the notice in clause 17.1.1, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, are entitled to an additional week's notice.

17.1.3 Payment in lieu of the prescribed notice in Clauses 17.1.1 and 17.1.2 must be made if the appropriate notice period is not required to be worked. Provided that employment may be terminated by the employee working part of the required period of notice and by the employer making payment for the remainder of the period of notice.

17.1.4 The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the employee's employment had continued until the end of the required period of notice, the employer would have become liable to pay to the employee because of the employment continuing during that period. That total must be calculated on the basis of:

17.1.4.1 the employee's ordinary hours of work (even if not standard hours); and

17.1.4.2 the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and

17.1.4.3 any other amounts payable under the employee's contract of employment.

17.1.5 The period of notice in this clause does not apply:

17.1.5.1 in the case of dismissal for serious misconduct;

17.1.5.2 to employees engaged for a specific period of time or for a specific task or tasks

17.1.5.3 to trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement;

17.1.5.4 to casual employees.

17.2 Notice of termination by an employee

17.2.1 The notice of termination required to be given by an employee is the same as that required of the employer, save and except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.

17.2.2 If an employee fails to give the notice specified in Clause 17.1.1 the employer has the right to withhold monies due to the employee to a maximum amount equal to the amount the employee would have received under Clause 17.1.4, less any notice actually given.

17.3 Job search entitlement

Where the employer has given notice of termination to an employee, an employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee after consultation with the employer.

17.4 Transmission of business

Where a business is transmitted from one employer to another, the period of continuous service that the employee had with the transmitter or any prior transmitter is deemed to be service with the transferee and taken into account when calculating notice of termination. However, an employee shall not be entitled to notice of termination or payment in lieu of notice for any period of continuous service in respect of which notice has already been given or paid for.

18. REDUNDANCY

18.1 Definitions

18.1.1 Business includes trade, process, business or occupation and includes part of any such business.

18.1.2 Redundancy occurs when the employer decides that the employer no longer wishes the job the employee has been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour.

18.1.3 Transmission includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and **transmitted** has a corresponding meaning.

18.1.4 Week's pay means the ordinary time rate of pay for the employee concerned. Provided that such rate shall exclude:

- overtime;
- penalty rates;
- disability allowances;
- shift allowances;
- special rates;

- fares and travelling time allowances;
- bonuses; and
- any other ancillary payments of a like nature.

18.2 Transfer to lower paid duties

Where an employee is transferred to lower paid duties by reason of redundancy the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and the employer may at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

18.3 Severance Pay

An employee, other than an employee of a small employer, whose employment is terminated by reason of redundancy, is entitled to the following amount of severance pay in respect of a period of continuous service:

Period of continuous service	Severance pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 5 years	8 weeks' pay
5 years and less than 6 years	10 weeks' pay
6 years and less than 7 years	11 weeks' pay
7 years and less than 8 years	13 weeks' pay
8 years and less than 9 years	14 weeks' pay
9 years and less than 10 years	16 weeks' pay
10 years and over	12 weeks' pay

18.4 Employee leaving during notice period

An employee given notice of termination in circumstances of redundancy may terminate his/her employment during the period of notice. In this circumstance the employee will be entitled to

receive the benefits and payments they would have received under this clause had they remained with the employer until the expiry of the notice, but will not be entitled to payment in lieu of notice.

18.5 Alternative employment

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

18.6 Job search entitlement

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

18.6.2 If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or he or she shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

18.7 Transfer of business

The provisions of the Termination and Redundancy Clauses are not applicable where a business is before or after the date of this Agreement, transmitted from the employer (in this subclause called the transmitter) to another employer (in this subclause called the transmittee), in any of the following circumstances:

18.7.1 Where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmitter and any prior transmitter to be continuous service of the employee with the transmittee; or

18.7.2 Where the employee rejects an offer of employment with the transmittee:

- in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmitter; and
- which recognises the period of continuous service which the employee had with the transmitter and any prior transmitter to be continuous service of the employee with the transmittee.

18.8 Employees exempted

This clause does not apply to:

- employees terminated as a consequence of serious misconduct;
- probationary employees;
- apprentices;
- trainees;
- employees engaged for a specific period of time or for a specified task or tasks; or

- casual employees.

PART 4 – DRUM OPERATOR PROVISIONS

19. DRUM OPERATOR PROVISIONS

- 19.1** This clause is only applicable to permanent employees appointed to the Drum Operator roster, which is attached to this Agreement as Schedule A.
- 19.2** Drum Operators shall work an average 42 hours per week (average 38 ordinary hours plus 4 additional hours) over a period up to one hundred and twelve (112) days.
- 19.3** Shifts shall be 12 hours and worked on the basis of 2 dayshifts followed by 2 night shifts followed by 4 days off or alternatively 4 day shifts followed by 4 days off followed by 4 night shifts followed by 4 days off, by agreement between the employer and the majority of employees concerned
- 19.4** Drum Operators will be paid a Gross annualised wage of \$68,903.91 (3.0% increase) increasing to \$70,971.03 (3.0% increase) on the 1st anniversary of the Agreement and to \$72,745.30 (2.5% increase) on the 2nd anniversary of the Agreement. . Wages will be paid on a weekly basis.
- 19.5** Drum Operators are entitled to a period of 210 hours (5 weeks) annual leave for each period of 12 months continuous service.
- 19.6** Drum operators will not receive leave loading as this has already been factored into their leave entitlement provision and wage rate.
- 19.7** All time worked outside rostered working hours on any day will be deemed to be additional hours and shall be paid for at the normal ordinary rate of pay calculated from the annualised wage. The Drum Operators are required to cover the rosters of absent Drum Operators. In the event that there is only one Drum Operator on site, he/she will be required to work on his/her own. Provided that the company will, subject to the circumstances in each case, make all efforts to attempt to fill the vacant position as soon as possible, including for part of a shift, via the use of overtime and/or additional permanent or casual staff, or by other agreed method.
- 19.8** Drum Operators will be paid their normal ordinary rate for hours worked on weekends and public holidays.
- 19.9** Drum operators called back to work to cover for unexpected absences of a rostered drum operator to be paid from the time he/she receives the call as long as he/she reports to work within the an hour of receiving the call.
- 19.10** Personal/Carer leave as per clause 34.
- 19.11** Where a Trainee Drum Operator is allocated to work with one Full Time Drum Operator in a permanent roster, the Full Time Drum Operator will receive a Drum Operator Trainer Allowance equal to 3% of their current wages for the duration of the training period.
- 19.12 Trainee Drum Operator**
- 19.11.1 Trainee Drum Operators are to be appointed as the business need arises.
- 19.11.2 Trainee Drum Operators will undergo a mentoring arrangement with Drum Operators and the Technical Manager, after being trained in the necessary Safe Work Procedures

and Responsibilities and Competencies of the role. Continuous coaching and rapid feedback will be available and followed.

- 19.11.3 Formal review of the Trainee Drum Operator will occur 6 months from appointment
- 19.11.4 If the Trainee is not progressing and developing in the role, the Trainee will return to their previous Classification.
- 19.11.5 Trainee Drum Operators will initially be paid at 70% of the Drum Operator Rate (or their current rate, whichever is higher).
- 19.11.6 The Trainee Drum Operator pay rate will then be progressed to 100% of the Drum Operator pay rate in 3 equal increments, after achieving core skills competencies as set by the Plant Manager and the Technical Manager.
- 19.11.7 In general the Company will aim to have the Trainee Drum Operator at the full Drum Operator rate within 18 months from appointment as a Trainee Drum Operator, subject to achieving the required competency level.

PART 5 – WAGES AND RELATED MATTERS

20. CLASSIFICATIONS

20.1 The structure of the classification system is to encourage employees to become multi skilled in the areas and competencies needed by the business and to remunerate them accordingly.

20.2 The grading system will work in conjunction with Safe Work Procedures, which will be used to outline the required skill in each area.

20.3 When an employee or some other party requests a regrade, the site representatives, supervisor and manager of the employee's area will determine whether it is warranted. Regrading will take the form of a practical, verbal or written assessment. Any disagreement is subject to the grievance procedure. All employees will be given the opportunity to reach a Grade 3 level within their area provided they meet the specified criteria of the Standard Operating Procedures. The company will undertake to provide the training to attain these skills.

GRADE 1

All Entry Level Employees.

Entry level employees who are in the initial stages of training. He/she will meet the basic criteria of being able to work in a safe manner, demonstrating effort, having a satisfactory attendance record and showing great attitude in the workplace. On commencement the employee will undertake induction and Health and Safety Orientation He/she will work under direct supervision at all times. Progress to the next level within 6 months after commencement of employment provided successful completion of training. Will be appointed to a permanent position after six months if the position exists and the employee's conduct and performance are proven to be satisfactory. Workers will be considered to have a good conduct and performance if they contribute to a harmonious workplace, understand their role within our organisation, help us to produce and maintain high quality products, follow management directions, help us to increase our efficiencies, aim for zero accidents and display integrity.

GRADE 2

Employees with partial knowledge of their department area still unable to perform all the jobs required for his/her position and/or unable to perform at the quality and efficiency required.

A Grade 2 employee should be able to do 75% of the jobs in their allotted area as per the job description. He/she will work under limited supervision. He/she will be responsible for process/product quality and exercises some level of judgement. He/she will meet the criteria of being able to work in a safe manner, demonstrating effort, having an impeccable attendance record and showing great attitude in the workplace. Workers will be considered to have a good conduct and performance if they contribute to a harmonious workplace, understand their role within the organisation, help us to increase our efficiencies, aim for zero accidents and exercise positive leadership their role within our organisation, help us to produce and maintain high quality products, follow management directions.

GRADE 3

Employees with full knowledge of their working area and capable of working within safety, quality and efficiency standards (SWP trained). Workers with full understanding and compliant with company mission and policies.

A Grade 3 employee will be able to perform all tasks within their allotted work area as per their job description for a Grade 3 employee. The employee shall rotate in order to maintain their skill level

Responsible for process/product quality and exercises a reasonable level of judgement.

A Grade 3 employee should have a satisfactory attendance record, and positive approach to work.

Such an employee will take part in training other employees and assist in development of training practices.

He/she will meet the criteria of being able to work in a safe manner, demonstrating effort, having a satisfactory attendance record and showing great attitude in the workplace. Workers will be considered to have a good conduct and performance if they contribute to a harmonious workplace, understand help us to increase our efficiencies, aim for zero accidents and exercise positive leadership in their role within the organisation, help to produce and maintain high quality products, follow management directions.

GRADE 4

Employees in supervisory levels or who have demonstrated to have an above average conduct and performance in the workplace and can contribute by coaching less experienced employees in their area of work within safety, quality and efficiency standards (SWP trained). A grade 4 employee demonstrates full understanding of and compliance with company mission and policies. A Grade 4 employee will either be in a supervisory position or will be multi skilled in their area of work causing a positive impact to the business due to his high performance and quality input to the operations.

He/she will meet the criteria of being able to work in a safe manner, demonstrating effort, having an excellent attendance record and showing great attitude in the workplace. Workers will be considered to have a good conduct and performance if they contribute to a harmonious

workplace, understand help us to increase our efficiencies, aim for zero accidents and exercise positive leadership in their role within our organisation, help us to produce and maintain high quality products, follow management directions.

To qualify for Grade 4 the employee must be able to perform all tasks within their allotted area and fulfil the requirements of a Grade 3 employee. Appointment to Grade 4 is determined at the discretion of the company. The discretionary statement for appointment to this grade is to ensure that grade 3 is the normal grade most employees will attain with training, commitment and time.

20.4 Rotation and Maintaining of Skill Level

All employees may be required to rotate tasks throughout their area in order to maintain the skill level of their grading. Employees who do not maintain the skill level of their grading will be subject to a grading review.

21. WAGE RATES

21.1 Employees other than Drum Operators

The following Senior wage rates shall apply for the duration of this Agreement:

Grade	Current rates (As per 2015 EBA)	Weekly Rate (Average 38 Hours Week)	Weekly Rate (Average 38 Hours Week)	Weekly Rate (Average 38 Hours Week)
		1st Year 12 Month Period (Commencing following FWC Approval date - Clause 6)	2nd Year (Subsequent 12 month period)	3rd Year (Subsequent 12 month period)
1	\$694.90	\$719.20 (3.5%)	\$733.58 (2.0% or FWC)	\$748.26 (2.0% or FWC)
2	\$745.84	\$745.84 (0.0 %)	\$760.76 (2.0% or FWC)	\$775.97 (2.0% or FWC)
3	\$784.94	\$816.34 (4.0%)	\$840.83 (3.0 %)	\$861.85 (2.5%)
4	\$821.34	\$862.41 (5.0%)	\$888.28 (3.0%)	\$910.49 (2.5%)

21.2 Junior Rates

Juniors will be paid the following percentage of the relevant classification Senior wage rates above:

- 15/16/17 – 80%
- 18/19/20 – 100%
- After 2 years of continuous employment, irrespective of their age, Juniors will be paid 100% of the relevant classification Senior wage rates.

22. SUPPORTED WAGE SYSTEM

22.1 Workers eligible for a supported wage

This clause defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this Agreement. In the context of this clause, the following definitions will apply:

- 22.1.1 Supported wage system** means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in *Supported Wage System: Guidelines and Assessment Process*.
- 22.1.2 Accredited assessor** means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system.
- 22.1.3 Disability support pension** means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991*, as amended from time to time, or any successor to that scheme.
- 22.1.4 Assessment instrument** means the form provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system.

22.2 Eligibility criteria

- 22.2.1** Employees covered by this clause will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this award, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.
- 22.2.2** This clause does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers' compensation legislation or any provision of this award relating to the rehabilitation of employees who are injured in the course of their current employment.
- 22.2.3** This clause does not apply to employers in respect of their facility, programme, undertaking, service or the like which receives funding under the *Disability Services Act 1986* and fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of or are eligible for a disability support pension, except with respect to an organisation which has received recognition under s.10 or 12A of that Act, or if a part only has received recognition, that part.

22.3 Supported wage rates

- 22.3.1** Employees to whom this clause applies shall be paid the applicable percentage of the minimum rate of pay prescribed by this award for the class of work which the person is performing according to the following schedule:

Assessed capacity	% of prescribed award rate

10%	10
20%	20
30%	30
40%	40
50%	50
60%	60
70%	70
80%	80
90%	90

22.3.2 Provided that the minimum amount payable shall be not less than \$75 per week.

22.3.3 Where a person's assessed capacity is 10%, they shall receive a high degree of assistance and support.

22.4 Assessment of capacity

For the purpose of establishing the percentage of the award rate to be paid to an employee under this award, the productive capacity of the employee will be assessed in accordance with the supported wage system and documented in an assessment instrument by either:

22.4.1 The employer and a union party to the award, in consultation with the employee or, if desired by any of these;

22.4.2 The employer and an accredited Assessor from a panel agreed by the parties to the award and the employee

22.5 Lodgement of assessment instrument

22.5.1 All assessment instruments under the conditions of this clause, including the appropriate percentage of the award wage to be paid to the employee, shall be lodged by the employer with the Department of Employment and Workplace Relations through Centrelink.

22.5.2 All assessment instruments shall be agreed and signed by the parties to the assessment, provided that where a union which is party to the award, is not a party to the assessment, it shall be referred by the Registrar to the union by certified mail and shall take effect unless an objection is notified to the Registrar within 10 working days.

22.6 Review of assessment

The assessment of the applicable percentage should be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review shall be in accordance with the procedures for assessing capacity under the supported wage system.

22.7 Other terms and conditions of employment

Where an assessment has been made, the applicable percentage shall apply to the wage rate only. Employees covered by the provisions of the clause will be entitled to the same terms and conditions of employment as all other workers covered by this award paid on a pro rata basis.

22.8 Workplace adjustment

The employer wishing to employ a person under the provisions of this clause shall take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

22.9 Trial period

22.9.1 In order for an adequate assessment of the employee's capacity to be made, the employer may employ a person under the provisions of this clause for a trial period not exceeding twelve weeks, except in some cases additional work adjustment time (not exceeding four weeks) may be needed.

22.9.2 During that trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.

22.9.3 The minimum amount payable to the employee during the trial period shall be no less than \$75 per week.

22.9.4 Work trials should include induction or training as appropriate to the job being trialled.

22.9.5 Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of the assessment for capacity.

23. MIXED FUNCTIONS

An employee engaged for two hours or more on any day or shift on duties carrying a higher rate than the ordinary classification shall be paid the higher rate for such day or shift, and if for less than two hours of the employee's total time worked on such day or shift, the employee shall be paid for two hours at the rate of the higher classification and the balance of the employee's working time at the rate ordinary classification.

24. PAYMENT OF WAGES

24.1 Wages are to be paid weekly by Electronic Funds Transfer into a Bank account or account at another Financial Institution nominated by the employee.

24.2 On each pay day each employee shall receive a statement showing the total amount of ordinary wages and overtime and all deductions there from, in respect of all such monies paid to him or her by deposit in a bank or other similar account that he or she has nominated.

- 24.3** The employer shall not keep more than three days' pay in hand after the day nominated as the conclusion of the pay week.

25. ALLOWANCES

In addition to the rates otherwise set out in this Agreement the following shall be paid:

- 25.1** A weekly **First Aid allowance** will be paid to those nominated specifically by the company as First Aid attendants

Commencement date of Agreement	1 st anniversary of Agreement	2 nd anniversary of Agreement
\$16.68	\$17.09	\$17.52

- 25.2** Any employee required to work more than 1½ additional hours immediately following their rostered ordinary hours finishing time, without being notified the day before that the employee will be so required to work, shall be paid a **Meal allowance** of \$14.25, unless the company provides a suitable meal.

- 25.3** Any employee who is required to operate a forklift for not less than 90% of their work performed, shall be paid a **Forklift Allowance** as per the table below for those periods where they attend work and fulfil such duties.

Commencement date of Agreement	1 st anniversary of Agreement	2 nd anniversary of Agreement
\$0.85 per hour	\$0.87 per hour	\$0.89 per hour

- 25.4** **Leading hand allowances** are as follows –

Commencement date of Agreement	1 st anniversary of Agreement	2 nd anniversary of Agreement
\$55.28 per week	\$56.67per week	\$58.08 per week

- 25.5** **Deputies Leading Hand Allowance**

An allowance equal to a 1/5th of the weekly Leading Hand Level 1 allowance, will be paid on each day that a worker performs the role of the deputy leading hand in his or her area of work.

25.6 This clause does not apply to Drum Operators.

26. SUPERANNUATION

The following sets out the conditions under which superannuation is to be implemented by the company.

26.1 For the purpose of this clause, all references to the fund shall mean Australian Super established and governed by a trust deed as may be amended from time to time and includes any superannuation scheme which may be made in succession thereto.

26.2 The company shall pay to the Trustees of the fund on behalf of each employee who is a member of such approved fund a contribution in accordance with the requirements of this agreement

26.3 The company shall contribute to the fund in respect of each employee such contributions as required to comply with the Superannuation Guarantee (Administration) Act 1992 and the Superannuation Guarantee Charge Act 1992 as amended from time to time

26.4 All contributions and employee advice details shall be forwarded monthly to the fund.

26.5 All contributions shall be clearly identified on the employee's pay slip

26.6 Salary Sacrifice

The Employer allows salary sacrificing for superannuation. Employees who wish to take up this option are advised to seek independent financial advice prior to finalising any such arrangements. The Employer will not give any such advice and will not take any responsibility for the financial decisions that employees take. Salary sacrificing for superannuation requires the agreement of both the employee and the Employer.

26.7 Cessation of contributions

As an employee's eligibility for contributions to the fund to be paid on his or her behalf will cease on the last day of employment with the respondent employer, the respondent employer shall not make any contributions to the fund in any period beyond that last day of employment.

PART 6 - HOURS OF WORK, BREAKS, ADDITIONAL HOURS, SHIFT WORK, AND WEEKEND WORK

27. HOURS OF WORK

27.1 Ordinary hours shall not exceed an average of 38 per week.

27.2 Subject to the provisions of this clause, ordinary hours may be worked on any day, Monday to Sunday.

27.3 Standard ordinary hours

The following ordinary hours of work shall apply

- 27.3.1** Monday to Sunday between 4.00 am. and 6.00 p.m. inclusive
- 27.3.2** Up to 38 ordinary hours, between Monday to Sunday inclusive, may be worked
- 27.3.3** Ordinary hours will be continuous except for meal breaks
- 27.3.4** A maximum of 12 ordinary hours per day may be worked Monday to Sunday inclusive.
- 27.3.5** The minimum daily ordinary hours for full time employees is 6.33, except in instances where employees are stood down in circumstances beyond the employers control and in accordance with clause 11 of this agreement, where the minimum is 3 hours.
- 27.3.6** Employees are required to clock in and clock out before starting a shift and when completing the end of a shift. Failure to clock in or out may result in disciplinary action being taken.
- 27.3.7** Employees are required to clock out before showering etc. wage payments are for actual work completed – not using amenities. Employees found to be doing this will be considered to be in breach of company procedures and disciplinary procedures may be invoked.
- 27.3.8** Ordinary hours performed on Saturday or Sundays refer to Clause 31 and 32 respectively.

27.4 Commencement of Work

Employees must be at their workstation, dressed, and ready for work at their respective nominated start time.

28. BREAKS

- 28.1** Except in the case of emergency or to suit production requirements, the time for the meal interval shall not be altered except on 24 hours' notice to the employees concerned
- 28.2** No employee shall be called upon to work for more than five hours without a break.
- 28.3** Meal intervals where allowed shall not, except as otherwise prescribed, be counted as part of the daily or weekly hours worked.
- 28.4** Employees will be allowed a paid 20 minute meal break.
- 28.5** Employees will be allowed an unpaid 10 minute break for washing time.
- 28.6** Employees will be allowed a second unpaid 30 minute meal break.
- 28.7** Employees returning from breaks must be at their workstation, dressed, and ready to resume work at the nominated time. Break times are inclusive of time required by employees for washing, changing, or cleaning themselves.

29. ADDITIONAL HOURS

- 29.1** The employer may require an employee to work reasonable additional hours and such employee shall work additional hours in accordance with such requirement.

29.2 All time worked outside rostered ordinary working hours on any day is deemed to be additional hours and shall be paid for at time and one half for the first two hours and double time thereafter.

29.3 This clause does not apply to Drum Operators.

30. SHIFT WORK

30.1 Subject to this clause, the employer may determine that shifts may be worked, for any work covered by this agreement.

30.2 The employer may, with the agreement of the employee, transfer an employee from day work to shift work, or from shift work to day work; or alternatively the transfer can be made on reasonable grounds, including but not limited to suiting the needs of the business.

30.3 Subject to Clause 29.1, shifts may be worked on a one-shift, two-shift or three-shift system.

30.4 For the purposes of this clause:

- Afternoon Shift means a shift whose ordinary hours finish after 6.00 pm and at or before midnight.
- Night Shift means a shift whose ordinary hours finish after midnight and before 8.00 am.

30.5 Shift allowances

30.5.1 An employee on afternoon shift shall be paid the appropriate rate for the classification in which the employee is employed under this agreement, plus 25% thereof.

30.5.2 An employee on night shift shall be paid the appropriate rate for the classification in which the employee is employed under this agreement, plus 30% thereof.

30.6 A casual employee employed in shift work shall receive the appropriate shift allowance percentage. The shift loading will be based on the rate of pay inclusive of the casual loading.

30.7 The ordinary hours of work for a shift worker shall be unbroken except by prescribed unpaid meal intervals and relevant stand-down provisions.

30.8 Meal intervals – shift workers

A shift worker will be allowed a paid meal interval, of 20 minutes, in accordance with this Agreement

30.9 The starting and finishing times of the ordinary hours of work of shift workers shall be fixed by the employer and once fixed may only be altered by agreement between the employer and the majority of the employees concerned or in the absence of such agreement by the giving of not less than seven days' notice by the employer to each employee of such proposed change of times. By agreement between an individual employee and the employer, an individual employee's roster may be altered at any time.

30.10 Any additional hours worked by shift workers outside the ordinary hours of work prescribed by this agreement shall be paid the Agreement rate (i.e. exclusive of the shift penalties) at time and a half for the first two hours and double time thereafter except in each case where the time is worked by arrangement between the employees themselves or for the purpose of effecting the customary rotation of shifts, or as otherwise provided for in this Agreement.

30.11 This clause does not apply to Drum Operators.

31. SATURDAY WORK

- 31.1** All work performed on Saturdays as Overtime Hours shall be paid at the rate of time and half for the first two hours with double time thereafter.
- 31.2** All work performed on Saturdays as Ordinary Hours shall be paid at the rate of time and half for all the hours worked.
- 31.3** This clause does not apply to Drum Operators.

32. SUNDAY WORK

- 32.1** All work performed on Sundays shall be paid for at double time.
- 32.2** A minimum of four hours will be paid where work is performed on a Sunday.
- 32.3** This clause does not apply to Drum Operators.

PART 7 – LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

33. ANNUAL LEAVE

33.1 Permanent Employees other than Drum Operators

Full-time employees, other than casuals, are entitled to a period of 159.6 hours leave for each period of 12 months continuous service. Included in this amount is 7.6 hours of annual leave which is in lieu of an additional public holiday formally known as the "Butchers Picnic Day". In the event of the proclamation of an additional public holiday, the above additional day of annual leave will be recognised as the equivalent of this additional public holiday.

A minimum of three weeks' notice is required for all annual leave requests. A response will be provided to the employee who has applied for annual leave no later than one week following the application being made. The Company reserves the right to decline annual leave requests based on operational requirements. In special circumstances the Company may approve annual leave requested with less than three weeks' notice.

33.2 Seven Day Shift workers

In addition to the leave prescribed in Clause 33.1, a seven day shift worker who is regularly rostered to work on Sundays and Public Holidays will be entitled to an additional 38 hours leave after each period of 12 months continuous service.

If during the year of employment the employee has served only a portion of it as a seven-day shift worker, the additional leave is 3.167 hours for each completed month of employment as a seven-day shift worker. Where the additional leave is or comprises a fraction of a day such fraction does not form part of the leave period and any such fraction must be discharged by payment only.

33.3 Public Holidays during leave

Where any public holiday falls within an employee's period of annual leave and is observed on a day which in the case of that employee would have been an ordinary working day, there shall be added to the period of annual leave time equivalent to the ordinary time which the employee would have worked if the day had not been a public holiday.

33.4 Single day periods of annual leave

An employee may elect, with the agreement of the employer, to take annual leave in single day periods not exceeding five days in any calendar year at a time or times agreed between them.

33.5 Leave allowed before due date

The employer may allow an employee to take annual leave either wholly or partly in advance before the leave becomes due. In such case, a further period of annual leave will not commence to accrue until after the expiration of the twelve months in respect of which the annual leave or part of it had been taken before it accrued.

33.6 Annual leave loading

33.6.1 An employee will receive a loading of 17.5% calculated on the appropriate classification rate of pay. In the case of a shift worker the employee will be paid the greater of the shift allowance or the 17.5 % annual leave loading.

33.6.2 Leave loading shall not apply to proportionate leave on termination in the first twelve months of employment.

33.6.3 This clause does not apply to Drum Operators.

33.7 Payment of annual leave on termination of employment

Where leave has been taken in advance by an employee and the employment of the employee is then terminated, the employer will use the amount already paid to offset any sums which would otherwise be paid. If the moneys already paid to the employee are still in excess of whatever monies would be otherwise payable, the excess will be deducted from any remuneration payable to the employee upon termination.

33.8 Annual close-down

33.8.1 The employer may close down a plant or a section of plant for the purpose of allowing annual leave to all or the bulk of the employees in the plant or sections concerned on up to two occasions each year, which may be up to 28 days total aggregate duration exclusive of public holidays.

33.8.2 Where the employer closes down a plant or a section for the purpose of allowing annual leave to all or the bulk of the employees in the plant or sections concerned, the employer should, where possible, give the employees concerned not less than three months' notice of its intention to stand down for the duration of the close-down all employees in the plant or sections concerned.

33.8.3 The next twelve monthly qualifying period for each employee affected by the close-down will commence from the day on which the plant or section concerned is re-opened for work. Provided that all time during which an employee is stood off without pay for the purposes of this clause will be deemed to be time of service in the next twelve monthly qualifying period.

33.9 Excessive Accrued Annual Leave:

Employees with excessive accrued annual leave may be required by the company to take annual leave subject to:

- i. the employee having at least 8 weeks leave accrued
- ii. the employer giving the employee at least 4 weeks' notice and
- iii. the employer not requiring the employee to take more than a quarter of the accrued leave.

33.10 Cashing Out Annual Leave:

An employee may cash out annual leave under the following circumstances:

- i. Annual leave must not be cashed out if the cashing out would result in the employee's remaining accrued entitlement to annual leave being less than 4 weeks; and
- ii. Each cashing out of a particular amount of annual leave must be:
 1. by a separate agreement in writing between the employer and the employee,
 2. at the employee's request, and will not be refused other than for genuine operational reasons.
- iii. The employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.

34. PERSONAL/CARER'S LEAVE

34.1 An employee, other than a casual employee, who is absent from work on account of personal illness or on account of injury by accident or is required to provide care or support to a member of their immediate family or member of the employee's household because of a personal illness, or injury or an unexpected emergency, shall be entitled to leave of absence without deduction of pay, subject to the following conditions and limitations:

34.1.1 The employee shall not be entitled to paid leave of absence for any period in respect of which the employee is entitled to workers' compensation.

34.1.2 The employee shall, where practicable, notify the employer as soon as possible on the first day of absence, of the inability to attend for duty, and as far as practicable, state the nature of the injury or illness and the estimated duration of the absence. The employee shall continue to advise of any continuation of absence from work.

34.1.3 Employees will be afforded two single separate days of personal leave in each 12 months period without the need to supply supporting documentation. For all subsequent personal leave in that year, where reasonably practicable to do so, the employee will be required to provide the employer with a medical certificate from a duly registered medical practitioner, for all Personal/Carer's Leave absences including single days period. This certificate should within reason specify the nature of the illness and the period (dates inclusive) which the employee will be unfit to work. If it is not reasonably practicable for the employee to give the employer a medical certificate, then a statutory declaration by the employee will be required. This obligation also applies in relation to a period of carer's leave.

34.2 Full-time employees, other than casuals, are entitled to a period of 76 hours leave for each period of 12 months continuous service. This leave will accrue to the employee at the end of each completed 4 week period of continuous service with the employer.

34.3 Full time shift workers on 12 hours rotating roster, other than casuals, are entitled to a period of 76 hours leave for each period of 12 months continuous service, or the decision made by the Federal Court (Mondelez Australia Pty Ltd v AMWU & others (VID 731/2018)), whichever is greater. This leave will accrue to the employee at the end of each completed 4 week period of continuous service with the employer

34.4 Accrued personal/carers' leave can be cashed in subject to the following conditions and limitations:

34.4.1 An employee may elect on one occasion in each 12 month period , by written application, to cash in the unused portion of the leave accrued to them during the 12 month period preceding the request provided that the employee must maintain an accumulation of such leave equal to at least 114 hours after cashing in.

34.4.2 For the purpose of the above clause, unused leave in each 12 month period will be calculated as the leave accrued during that period less any leave taken during that period.

34.4.3 The maximum that can be cashed in in any calendar year will be 76 hours.

34.5 Accrued entitlements will not be paid out on termination of employment.

34.6 An employee will also be entitled to up to 2 day's unpaid carer's leave for each occasion, subject to the notification and production of evidence requirements.

35. LEAVE TO DEAL WITH FAMILY AND DOMESTIC VIOLENCE

35.1 This clause applies to all employees, including casuals.

35.2 Definitions

(a) In this clause:

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

family member means:

(i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or

(ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; or

(iii) a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.

(b) A reference to a spouse or de facto partner in the definition of family member in clause 35.2(a) includes a former spouse or de facto partner.

35.3 Entitlement to unpaid leave

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

(a) the leave is available in full at the start of each 12 month period of the employee's employment; and

(b) the leave does not accumulate from year to year; and

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

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

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

35.4 Taking unpaid leave

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

(a) is experiencing family and domestic violence; and

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

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

35.5 Service and continuity

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

35.6 Notice and evidence requirements

(a) Notice

An employee must give their employer notice of the taking of leave by the employee under clause 35. The notice:

(i) must be given to the employer as soon as practicable (which may be a time after the leave has started);and

(ii) must advise the employer of the period, or expected period, of the leave.

(b) Evidence

An employee who has given their employer notice of the taking of leave under clause 35 must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 35.4.

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

35.7 Confidentiality

(a) Employers must take steps to ensure information concerning any notice an employee has given, or evidence an employee has provided under clause 35.6 is treated confidentially, as far as it is reasonably practicable to do so.

(b) Nothing in clause 35 prevents an employer from disclosing information provided by an employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the employee or another person.

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

35.8 Compliance

35.9 An employee is not entitled to take leave under clause 35 unless the employee complies with clause 35.

36. COMPASSIONATE LEAVE

36.1 An employee, other than a casual employee, shall be entitled to a period of 2 day's paid compassionate leave for each occasion when a member of the employee's immediate family or a member of the employee's household:

36.1.1 contracts or develops a personal illness that poses a serious threat to his or her life; or

36.1.2 sustains a personal injury that poses a serious threat to his or her life; or

36.1.3 dies.

36.2 The employee is required to supply to their employer any evidence that the employer reasonably requires of the illness, injury or death.

36.3 This clause shall have no operation while the period of entitlement to leave under it coincides with any other period of entitlement to leave.

37. PARENTAL LEAVE

An employee, other than a casual, engaged under this Agreement shall be entitled to parental leave or adoption leave in accordance with Sub-Division B of Division 5 of Part 2.2 of Chapter 2 of the Fair Work Act 2009 or any successor legislation.

38. LONG SERVICE LEAVE

Refer to NSW Long Service Leave Act 1955 or any successor legislation.

39. PUBLIC HOLIDAYS

39.1 Permanent employees shall be entitled to the following holidays without loss of pay for ordinary rostered hours.

39.2 Public holidays shall be observed as follows

New Year's Day
Australia Day
Good Friday
Easter Saturday
Easter Monday
Anzac Day
Sovereign's Birthday

Labour Day
Christmas Day
Boxing Day


Where an additional public holiday is gazetted by Government authority in a particular locality or for the State, it shall be observed as a public holiday for the purposes of this agreement.

39.3 Payment for work on public holidays

- 39.3.1** Employees, including casuals, who work on a public holiday, shall be paid the rate of time and a half.
- 39.3.2** Employees, including casuals, who work on Good Friday or Christmas Day, shall be paid the rate of double time. This clause does not apply to Drum Hands.
- 39.3.3** For permanent employees, the above payments shall be in addition to the ordinary rate of pay the employee would have received had the employee not so worked.
- 39.3.4** The minimum engagement on a public holiday shall not be less than 4 hours.
- 39.3.5** Notwithstanding any other provision of this clause, when an employee agrees to work on a public holiday which is part of his or her ordinary working week, the employee shall be paid at the rate prescribed by this clause for the particular holiday.
- 39.3.6** If any employee other than a casual employee is dismissed within fourteen days before any of the holidays and is re-engaged within fourteen days after any of the holidays, the employee shall be deemed to have been dismissed for the purpose of evading payment for such holiday and any payment so evaded shall be due and payable to the employee.
- 39.3.7** An employee who is required to work on 1st January, 26th January, Good Friday, Easter Monday, 25th April, 25th December or 26th December or any other day declared by or under a law of a State to be observed generally within the State as a public holiday, may refuse to work such day or days providing they have reasonable grounds for such refusal. Refer to section 114 of the Fair Work Act 2009 or any successor legislation.

Signatories

On behalf of Gunnedah Leather Processors Pty Ltd


Signature

Darren Forster
Name

22-10-18
Date

187 Clarence St, Sydney NSW 2000
Address


Witness Signature

EVAN KOSEFF
Witness Name

22.10.2018
Date

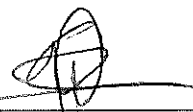
On behalf of Australasian Meat Industry Employees Union Newcastle & Northern Branch:


Secretary Signature

GRANT COURTNEY
Secretary Name

22/10/2018
Date

34 UNION ST, NEWCASTLE WEST NSW
Address


Witness Signature

TIM COLWILL
Witness Name

22/10/2018
Date

SCHEDULE A

DRUM OPERATORS PARAMETERS OF ROSTER

Drum Operators will be rostered to work on the following 8 day work cycle averaging 42 hours per week:

- Day 1 – Day Shift - 12 hours
- Day 2 – Day Shift - 12 hours
- Day 3 – Night Shift - 12 hours
- Day 4 – Night Shift - 12 hours
- Day 5 – No Shift
- Day 6 – No Shift
- Day 7 – No Shift
- Day 8 – No Shift

or alternatively 4 day shifts followed by 4 days off followed by 4 night shifts followed by 4 days off

Day 1 – Day Shift - 12 hours	Day 9 – Night Shift - 12 hours
Day 2 – Day Shift - 12 hours	Day 10 – Night Shift - 12 hours
Day 3 – Day Shift - 12 hours	Day 11 – Night Shift - 12 hours
Day 4 – Day Shift - 12 hours	Day 12 – Night Shift - 12 hours
Day 5 – No Shift	Day 13 – No Shift
Day 6 – No Shift	Day 14 – No Shift
Day 7 – No Shift	Day 15 – No Shift
Day 8 – No Shift	Day 16 – No Shift

SCHEDULE B

CODE of CONDUCT

The parties to this EA commit themselves to:

- Continuous improvement in standards in WHS, Quality and Efficiency, actively contributing to a safe and healthy workplace
- All Workers observing the Company’s WHS Policies and Procedures, and providing input to help eliminate workplace incidents and accidents
- All Workers participating in the development, operation and improvement of quality outcomes that generate finished products that meet Customer requirements
- All Workers actively participating in the Company’s HUMMING initiative, namely:
 - Harmonious Workplace

- Understanding Roles and Responsibilities
- Management Direction
- Meeting Quality Standards
- Improving Efficiency
- No Incidents
- Great Leadership



Gunnedah Leather Processors

337 Quia Road GUNNEDAH NSW 2380
PO Box 598 GUNNEDAH NSW 2380
Tel: 02 67419500 | Fax: 02 67419501
ABN: 65 135 975 451

Dear Commissioner Riordan

**Gunnedah Leather Processors Pty Ltd (Production) Enterprise Agreement 2018
(AG2018/6047)**

Written undertakings under section 190 of the *Fair Work Act 2009*

Gunnedah Leather Processors Pty Ltd hereby undertakes the following in relation to the Gunnedah Leather Processors Pty Ltd (Production) Enterprise Agreement 2018:

1. This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is inconsistency between this agreement and the NES, and the NES provides greater benefit, the NES provision will apply to the extent of the inconsistency.
2. For the purpose of Individual Flexibility Agreements Clause 9.5 is removed and replaced with:

“9.5 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to, and keep the agreement as a time and wages record.”
3. The company agrees to apply the following provisions to be read as part of our Enterprise Agreement;

“CONSULTATION ABOUT CHANGES TO ROSTER OR HOURS OF WORK

- a. Where an employer proposes to change an employee’s regular roster or ordinary hours of work, the employer must consult with the employee or employees affected and their representatives, if any, about the proposed change.
- b. The employer 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.”

4. The classification of Grade 4 on page 18 is to be deleted and replaced with the following:

“GRADE 4

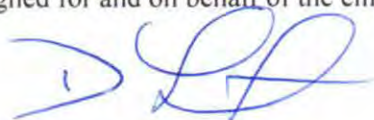
Employees who have demonstrated to have an above average conduct and performance in the workplace and can contribute by coaching less experienced employees in their area of work within safety, quality and efficiency standards (SWP trained). A Grade 4 employee demonstrates full understanding of and compliance with company mission and policies. A Grade 4 employee will be multi skilled in their area of work causing a positive impact to the business due to his high performance and quality input to the operations.

He/she will meet the criteria of being able to work in a safe manner, demonstrating effort, having an excellent attendance record and showing great attitude in the workplace. Workers will be considered to have a good conduct and performance if they contribute to a harmonious workplace, understand help us to increase our efficiencies, aim for zero accidents, help us to produce and maintain high quality products, follow management directions.

To qualify for Grade 4 the employee must be able to perform all tasks within their allotted area and fulfil the requirements of a Grade 3 employee. Appointment to Grade 4 is determined at the discretion of the company. The discretionary statement for appointment to this grade is to ensure that Grade 3 is the normal grade most employees will attain with training, commitment and time”.

5. For the purposes of the Grade 1 classification, the reference to “6 months” on page 17 is removed and replaced with “3 months”
6. Sub-clause 16.1.3.2 will not be applied. It will be treated as though it has been removed from the Agreement
7. For the purpose of Shift Work (clause 30) the following is to be included:
 - a) An employee who works on an afternoon or night shift which does not continue:
 - i) for at least five successive afternoon or night shifts or six successive afternoon or night shifts in a six day workshop (where no more than eight ordinary hours are worked on each shift); or
 - ii) for at least 38 ordinary hours (where more than eight ordinary hours are worked on each shift and the shift arrangement is in accordance with subclauses 30.7 and 30.9 of the Enterprise Agreement)must be paid for each shift 50% extra for the first three hours and 100% extra for the remaining hours.

Signed for and on behalf of the employer



Darren Forster

Group General Manager
Gunnedah Leather Processors Pty Ltd
17 April 2019