DECISION

Fair Work Act 2009
s.185 - Application for approval of a single-enterprise agreement

Wellen Pty Ltd T/A Austcor Packaging
(AG2020/1068)

WELLEN PTY LTD - TRADING AS AUSTCOR PACKAGING
ENTERPRISE BARGAINING AGREEMENT 2020

Manufacturing and associated industries

COMMISSIONER CIRKOVIC MELBOURNE, 1 MAY 2020


[1] An application has been made for approval of an enterprise agreement known as the Wellen Pty Ltd - Trading as Austcor Packaging Enterprise Bargaining Agreement 2020 (the Agreement). The application was made pursuant to s.185 of the Fair Work Act 2009 (the Act). It has been made by Wellen Pty Ltd T/A Austcor Packaging. The Agreement is a single enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 as are relevant to this application for approval have been met. The Agreement does not cover all of the employees of the employer, however, taking into account the factors in Section 186(3) and (3A) I am satisfied that the group of employees was fairly chosen.

[3] The Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union known as the Australian Manufacturing Workers’ Union, being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.
The Agreement was approved on 1 May 2020 and, in accordance with s.54, will operate from 8 May 2020. The nominal expiry date of the Agreement is 31 March 2024.
Wellen Pty Ltd – trading as Austcor Packaging
Enterprise Bargaining Agreement 2020
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1. **Title**

This Agreement shall be known as the "Wellen Pty Ltd – Trading as Austcor Packaging Enterprise Bargaining Agreement 2020".

2. **Relationship to Award**

**AWARD TERMS INCORPORATED INTO THIS AGREEMENT**

Except as otherwise provided for, this agreement operates to the exclusion of all state and federal awards and wholly supersedes any previous agreements, registered or otherwise;

a) Prior to the Agreements made in 2010, 2013 and 2016, The Graphic Art Award 2000 regulated terms and conditions of employment of persons subject to this Agreement.

   (i) The Graphic Art Award 2000 as at 1 March 2006.

   (ii) The Fair Work Act 2009 permits this Agreement to incorporate by reference the preserved terms from that award.

b) This Agreement incorporates by reference only the preserved terms of the award referred to in (a) above as the award operated at the date this Agreement came into operation. All other provisions which are not preserved conditions are not incorporated into this Agreement;

c) In incorporating the preserved award terms into this Agreement, they are to be read as altered to incorporate necessary changes resulting from them being provision of an agreement rather than provisions of an award. For example, the words "this award" would become "this agreement".

d) Where there is any inconsistency between a term in this Agreement and a term of a preserved award condition that has been incorporated by reference, the term in this Agreement shall take precedence to the extent of the inconsistency.

3. **Relationship between the National Employment Standards and this Agreement**

a) The National Employment Standards ("NES") are a set of minimum employment entitlements prescribed within the Fair Work Act.

b) If a term of this Agreement provides for an entitlement for an Employee (the Agreement entitlement) that is the same as an entitlement under the National Employment Standards (the NES entitlement);

i) Those terms operate in parallel with the employee's NES entitlement, but not so as to give the Employee a double benefit; and

ii) The provisions of the National Employment Standards relating to the NES entitlement apply, as a minimum standard, to the Agreement entitlement.
In summary, the NES Standards provide the following entitlements;

- Maximum 38 hours per week
- Parental Leave
- Annual Leave
- Personal/ Carer's Leave
- Public Holidays
- Notice of Termination Redundancy
- Requests for flexible working arrangements
- Community Service Leave
- Long Service Leave
- Fair work information statement

This Agreement operates in conjunction with the Employer's policies and procedures as amended from time to time. However the policies do not form a part of this Agreement. The parties to this Agreement agree to support these policies and procedures.

4. What are the protected Award Conditions

The terms of the Graphic Art Award 2000 as at March 2006 ("the Award"), is incorporated into this Agreement. If an incorporated Award term is inconsistent with an express term of this Agreement, the express term in the Agreement prevails over the incorporated Award term to the extent of the inconsistency.

The protected Award conditions are taken to be included in this workplace Agreement and have effect in relation to the employment of persons covered in clause 6.2 of this agreement.

5. Application and Scope of Agreement

This Agreement shall apply at 159 - 163 Newton Road, Wetherill Park, NSW, to all weekly paid employees of Wellen Pty Ltd - trading as AUSTCOR Packaging, engaged in the occupations as referred to in clause 6 of this agreement.

6. Parties Bound

The parties to this Agreement shall be:

i) Wellen Pty Ltd - trading as Austcor Packaging of 159 - 163 Newton Road, Wetherill Park NSW (the employer);

ii) All weekly paid employees of the Employer engaged in the occupations of General Hands, Assistant Operators, Operators, Forklift Drivers and Supervisor and working full time at the Wetherill Park site located at 159 -163 Newton Road, Wetherill Park NSW (the employee).

iii) The Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union (AMWU)

7. Date and Period of Operation

This Agreement shall come into force seven (7) days after approval by Fair Work Commission (FWC), and shall remain in force for a period of four (4) years expiring on the 31st March 2024.

The parties undertake to meet three (3) months prior to the nominal expiry date of this Agreement to commence negotiations for a new agreement. The Agreement will continue to apply until a new agreement is registered.
8. Employment Categories

PROBATIONARY EMPLOYMENT

The employer may initially engage a full time or part time employee for a period of probation employment for the purpose of determining the employee’s suitability for ongoing employment. The employee must be advised in advance that the employment is probationary and of the duration of the probation which can be up to but not exceed six (6) months.

A probationary employee is for all purposes of this agreement a full time or part time employee.

Probationary employment forms part of an employee’s period of continuous service for all purposes of this agreement, except where otherwise specified in this Agreement.

FULL TIME EMPLOYMENT

Any employee not specifically engaged as being a part time or casual employee is for all purposes of this agreement a full time employee, unless otherwise specified in this Agreement.

PART TIME EMPLOYMENT

An employee may be engaged to work on a part time basis involving a regular pattern of hours which shall average less than 38 hours per week.

Before commencing part time employment, the employee and employer must agree;

- Upon the hours to be worked by the employee, the days upon which they will be worked and the commencing and finishing times for the work.

- Upon the classification applying to the work to be performed

Except as otherwise provided in this Agreement, a part time employee is entitled to be paid for the hours agreed upon.

The terms of this agreement shall apply pro rata to part time employees on the basis that ordinary weekly hours for full time employees are 38.

The terms of this agreement or any variation to it shall be in writing and retained by the employer. A copy of the agreement and any variation to it shall be provided to the employee by the employer.

The hours of work may be altered by agreement between the employee and the employer or in the absence of agreement by the employer, giving no less than seven (7) days’ notice.

CASUAL EMPLOYMENT

Clauses governing the use of casual workers are already an award clause (Part 4 of Award 2000). The employer however reserves the right to continue the use of labour hire companies in order to provide flexibility for its operations.

Where a labour hire worker has occupied an operator position on a high-speed converting machine at either of the employer’s sites for a continuous period of six months, that worker will be eligible for permanent employment and will be offered a position should he/she elect to take this up. For purposes of this agreement, the high-speed converting machines are, the ZLR, Emba 170, Emba 175, Sunrise 180, Sunrise 200 and the Corrugator Control Desk.
9. Termination of Employment

a) In order to terminate the employment relationship, the parties (other than for a casual employee) shall give the following period of notice:

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<thead>
<tr>
<th>Period of Continuous Service</th>
<th>Period of Notice</th>
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<tbody>
<tr>
<td>Not more than 1 year</td>
<td>1 week</td>
</tr>
<tr>
<td>1 year and up to the completion of 3 years</td>
<td>2 weeks</td>
</tr>
<tr>
<td>3 years and up to the completion of 5 years</td>
<td>3 weeks</td>
</tr>
<tr>
<td>5 years and over</td>
<td>4 weeks</td>
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</tbody>
</table>

b) In addition to the notice in (a), employees over 45 years of age at the time of being given notice by the employer and who have not less than two (2) years’ of service, are entitled to an additional week’s notice.

c) Payment in lieu of the notice prescribed in paragraphs (a) and (b) of this subclause shall be made if the appropriate notice period is not given, provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof;

d) The period of notice in this clause does not apply:
   - In the case of dismissal for serious misconduct;
   - To employees engaged for a specific period of time or for a specific task or tasks;
   - To trainees whose employment under a traineeship agreement or an approved trainship is for a specified period or is, for any other reason, limited to the duration of the agreement, or
   - To Casual employees

e) The absence of an employee from work for a continuous period exceeding three (3) working days without the consent of the employer and without notification to the employer shall be prima facie evidence that the employee has abandoned employment.

10. Consultative Process

The intention of this Agreement is to establish and encourage flexibility and consultation in a productive workplace, where the employer and employees will carry out their obligations for the benefit of each other.

The employer and employee agree in the value of consultation in setting effective employer policies and procedures, in order to both avoid and resolve disputes, particularly in developing and maintaining a safe and productive workplace.

(1) This term applies if the employer:
   a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
   b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

(2) For a major change referred to in paragraph (1)(a):
   a) the employer must notify the relevant employees of the decision to introduce the major change; and
   b) subclauses (3) to (9) apply.

(3) The relevant employees may appoint a representative for the purposes of the procedures in this term.
(4) If:
   (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of
       consultation; and
   (b) the employee or employees advise the employer of the identity of the representative;
       the employer must recognise the representative.

(5) As soon as practicable after making its decision, the employer must:
   (a) discuss with the relevant employees:
       (i) the introduction of the change; and
       (ii) the effect the change is likely to have on the employees; and
       (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the
           employees; and
   (b) for the purposes of the discussion—provide, in writing, to the relevant employees:
       (i) all relevant information about the change including the nature of the change proposed; and
       (ii) information about the expected effects of the change on the employees; and
       (iii) any other matters likely to affect the employees.

(6) However, the employer is not required to disclose confidential or commercially sensitive information to the
    relevant employees.

(7) The employer must give prompt and genuine consideration to matters raised about the major change by the
    relevant employees.

(8) If a term in this agreement provides for a major change to production, program, organisation, structure or
    technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and
    subclauses (3) and (5) are taken not to apply.

(9) In this term, a major change is likely to have a significant effect on employees if it results in:
    (a) the termination of the employment of employees; or
    (b) major change to the composition, operation or size of the employer's workforce or to the skills required
        of employees; or
    (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
    (d) the alteration of hours of work; or
    (e) the need to retrain employees; or
    (f) the need to relocate employees to another workplace; or
    (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

(10) For a change referred to in paragraph (1)(b):
    (a) the employer must notify the relevant employees of the proposed change; and
    (b) subclauses (11) to (15) apply.

(11) The relevant employees may appoint a representative for the purposes of the procedures in this term.

(12) If:
    (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of
        consultation; and
    (b) the employee or employees advise the employer of the identity of the representative;
the employer must recognise the representative.

(13) As soon as practicable after proposing to introduce the change, the employer must:
   (a) discuss with the relevant employees the introduction of the change; and
   (b) for the purposes of the discussion—provide to the relevant employees:
      (i) all relevant information about the change, including the nature of the change; and
      (ii) information about what the employer reasonably believes will be the effects of the change on the
           employees; and
      (iii) information about any other matters that the employer reasonably believes are likely to affect the
           employees; and
   (c) invite the relevant employees to give their views about the impact of the change (including any impact
       in relation to their family or caring responsibilities).

(14) However, the employer is not required to disclose confidential or commercially sensitive information to the
     relevant employees.

(15) The employer must give prompt and genuine consideration to matters raised about the change by the
     relevant employees.

(16) In this term:

    relevant employees means the employees who may be affected by a change referred to in subclause (1).

11. Relationship to Employer Policies & Procedures

This Agreement is supported by policies and procedures determined by the employer from time to time. These
policies and procedures will not reduce substantive entitlements contained in this Agreement but provide
guidelines for the fair and efficient administration of the employment relationship. The policies and procedures do
not form part of this agreement.

12. Duty and Responsibility

The employer and employee agree that a small to medium business has special needs relating to its size and
growth requirements, and the employer and employee need to be reasonable and flexible in their conduct.

The employee agrees in the importance to the employer of growth and development of business, and in
maintaining a good reputation for the business. The employee therefore agrees to work diligently and to faithfully
carry out all lawful and reasonable directions according to their job and any other duties the employers may
reasonably require.

The employer agrees to provide a safe, clean and hygienic workplace and the necessary equipment for the work
required of the employee.

The employees agree to ensure:

(i) They are in attendance at their workstations ready to resume production immediately after lunch or meal
    breaks.

(ii) They are prepared to use all of their skills at all times when requested.

(iii) To show commitment to continuous improvement through measurement and productivity improvement
    initiatives.

(iv) To provide reasonable flexibility and contribute in assisting the employer to meet customer demands.
(v) They are ready to work at their workstations at the agreed shift starting time (or agreed starting time if overtime has been requested before normal shift start) and continue to work until designated shift end.

While on the employer’s premises and/or representing the employer, the employee is required to dress and behave in an appropriate manner and not to cause any discomfort or offence to another person.

Protective clothing provided or required by the employer is to be worn by the employee while carrying out employer business.

13. Health and Safety in the Workplace (WH&S)

The employer agrees to comply with State and Commonwealth Work Health Safety & Environment laws and any relevant industry codes of practice.

The employee agrees to carry out any instructions, policies and decisions made to promote and maintain a safe workplace required by relevant Work Health and Safety legislation, including any further requirements specific to the employer’s industry and workplace—even if not specified in the legislation.

The employee shall wear appropriate safety clothing when supplied and use appropriate safety equipment as required by the employer.

The employer requires the employee not to be affected by alcohol or illegal drugs during working hours for their own safety and for that of others.

The employer WH&S&E committee will be the mechanism for effective WHS&E consultation throughout the organisation.

If the employee is temporarily under medication or any condition that may affect or limit their ability to carry out normal job tasks, they are to advise the employer and alternative work arrangements may be made.

14. Hours of Work

An employee’s nominal hours of work are 38 hours per week, to be worked between Monday and Friday. Start and finish times may vary within the specified hours. The employer’s standard hours will be as posted at the work place. The spread of hours (6.00am to 6.00pm) may be altered by agreement between an employer and the affected employees concerned or in appropriate circumstances, between the employer and an individual employee.

Reasonable additional hours may be required from time to time and will be paid at overtime rates.

15. Payment for Work

Wages will be paid by EFT in to the employee’s nominated bank account each week.

16. Wages Increases

An employee working under this agreement will receive no less than $700 being the minimum amount paid under this agreement. An employee may be paid in excess of this rate depending on the nature and range of duties and other considerations within their skills and limitations of their training.

Having due regard to the wage classification structure to be implemented in terms of clause 17 of this agreement, all employees covered by this Agreement will receive the following increases to their current weekly wage.
- 2.5% per annum wage increase shall be operative from the beginning of the first full pay period to commence on or after 1st March 2020
- 2.5% per annum wage increase shall be operative from the beginning of the first full pay period to commence on or after 1st March 2021;
- 2.5% per annum wage increase shall be operative from the beginning of the first full pay period to commence on or after 1st March 2022;
- 2.5% per annum wage increase shall be operative from the beginning of the first full pay period to commence on or after 1st March 2023

Having due regard to the classification structure to be implemented in terms of clause 17 of this agreement, the wage increase specified in this clause shall be payable in addition to the current rates of pay and shall constitute part of the all-purpose rate of pay in respect of employees subject to this Agreement.

17. **Higher Duties Allowance (HDA)**

As part of this EBA, the employer has, in consultation with its employees and their representatives, introduced a job Classification Structure on a skills utilised not skills acquired basis, with the aim of developing a more highly skilled and flexible workforce with opportunities for career development.

The Classification Structure, which is attached to this Agreement at Annexure A, outlines job classification levels, minimum pay rates for each level, and circumstances under which employees qualify for higher duties payments for the performance of higher duties.

18. **Superannuation**

The Employer will contribute to either an employer selected superannuation fund or a complying fund of an employee’s choice which satisfies Superannuation Guarantee requirements, at the legislated rate which is currently 9.5% of wages.

The current employer default superannuation funds are, Media Super and AustralianSuper.

19. **Annual Leave**

Employees, other than casuals, are entitled to four (4) weeks annual leave per year, with up to two (2) weeks being able to be cashed out in any one year, subject to -

- Employees requesting a leave cash out need to have at least 4 weeks annual leave leftover
- A written agreement between the employer and employees needs to be made each time annual leave is cashed out
- 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 foregone

Where a payment is made in lieu of annual leave, the employee’s annual leave accruals will be reduced accordingly.

Leave will normally be taken at times nominated by employees and agreed by the employer although it is agreed that if, during a period of shut down of all or part of the business the employer requires employees to take leave, employees will take unpaid leave if they have insufficient paid leave to cover the period of absence.
If employees accrue more than eight (8) weeks' leave, the employer may direct them to take up to 25% of their accrued entitlement on four (4) weeks' notice.

20. Long Service Leave

Employee is entitled to long service leave of thirteen (13) weeks after ten (10) years of continuous service.

Employee may request pro-rata long service leave after seven (7) years of continuous service with the Employer. Where an employee has received a period of pro-rata leave under this sub-clause, the employee shall not be entitled to receive any further leave in respect of the period of service for which the leave has been taken.

21. Personal Leave

In addition to the entitlements in the NES and the employer's Leave Policy, the employer will allow employees who are victims of family violence to utilise their personal leave allocation to attend necessary related medical appointments, court hearings, police interviews etc. Requests to utilise personal leave for these purposes will be considered on a case by case basis and will need to be supported by appropriate documentary evidence.

22. Redundancy

22.1 In addition to redundancy entitlement provided in the NES, it is a term of this agreement that NES redundancy entitlements apply to employees covered by this agreement whether or not the employer is a small business employer.

22.2 In addition to the NES, the following procedures and entitlements apply in relation to redundancies that are contemplated by the employer. Termination for any reason/s, including for redundancy shall be dealt with under this clause.

22.2.1 Any necessary staff reductions are conducted in a manner aimed at minimising the need for terminations under this clause. Only after these means have been exhausted through consultation with the employees concerned and their union, will a redundancy or termination program be embarked upon.

22.2.2 Where the employer decides to terminate the employment of employees under this clause, then as soon as practicable after so deciding, and before the termination takes place, the employees and F.O.C. will be advised of the decision, together with:

(a) The reasons for terminations;

(b) The number and categories of employees likely to be affected; and

(c) The time when, or the period over which, the employer intends to carry out the terminations.

22.2.3 Termination under this clause shall have regard to:

(a) Retaining a skill and experience balance within areas of employment in each employment category;

(b) No discrimination against employees;

(c) Special efforts to minimise retrenchment of apprentices and trainees; and

(d) A call firstly for voluntary redundancies which will be considered on a case by case basis taking into consideration the retention of skills and experience.
22.3 In addition to the appropriate notice period as contained at clause 9, the employee will be entitled to payment in respect of continuous periods of service in accordance with the following:

The redundancy pay for an employee whose employment is terminated for reasons set out in sub-paragraph 4.2.5 (a)(i) of the General Graphic Arts Award 2000 as at 1 March 2006 will in addition to the period of notice set out for ordinary termination, be two and a half (2.5) week’s pay for every completed year of service, subject to a maximum of twenty five (25) weeks’ pay.

For less than 1 year of service, redundancy pay will be on a pro-rata basis for every month completed. For example an employee with 6 months service will receive 1.25 weeks’ pay.

No redundancy payment will be made if:

- The business is sold or transferred and employees are offered commensurate roles and conditions with the new employer; or
- The employer offers employees reasonable alternative employment attracting commensurate conditions; or
- The employer obtains an employee suitable alternative employment which the employee unreasonably rejects.

22.4 Pay calculation

For the purposes of this Agreement, “pay” shall be paid at the ordinary time rate described in the relevant award or agreement and shall include regular weekly entitlements, such as service increments and supervisory allowances, but shall exclude overtime and extraneous payments.

22.5 Other entitlements

(a) Annual leave loading

Accrued annual leave credits, including pro-rata leave due at date of termination, will be paid at the annual loading (17.5%)

(b) Superannuation

Superannuation payments required by the employer will be as per the rules of the Fund.

(c) Preservation

It will be necessary to comply with the Government’s regulations in respect of the preservation of Superannuation benefits.

(d) Redeployment To Other Duties

When an employee is required to be redeployed to other duties, they will be paid the notice period at the employee’s current rate and then the pay rate will drop to the pay rate commensurate with the classification of the new role. (as per award clause: 4.2.5 Redundancy (c) Transfer to lower paid duties).

(e) Certificate of Service

A statement of service will be issued to each employee terminated under this clause, indicating the employee’s length of service and that he/she was retrenched from the employer. The certificate shall be provided by the employer on the employee’s last day of employment.
(f) Long Service Leave

Pro-rata long service leave shall be paid to employees with more than ten (10) years continuous service. For the purpose of these provisions, long service leave will be applied in accordance with the amount provided under the employer’s long service leave provisions.

23. Income Protection

The Employer will pay the cost associated with income protection under the following scheme.

- There will be an initial 28 day exclusion period per claim.
- No pre-existing medical condition will be covered under the policy.
- The base salary will be paid, during the period of incapacity for up to one year (12 months) upon acceptance of the claim.
- Income protection cannot be paid whilst payments are being received for workers compensation or any other insurance payments.
- Employees become eligible under the scheme after two (2) years of continuous full time employment.
- This is a summary of the terms and conditions of the Income Protection Plan. Full details are contained in the Policy document, which is available upon request.

24. Training

All training and development will be based on the skill requirements of the Employer, and will reflect the standards required for competent performance within an employee’s career path. Employees agree to cooperate and assist in the transfer of skills to other workers. Where and who training is applied to is up to the discretion of management and based on the needs of the business at any given point in time.

All training, where possible, will be done during normal working hours. Participation in approved training outside normal working hours will be voluntary and paid at normal rates.

25. Confidential Information

Confidential information, including trade secrets and customer lists, which become known to the employee during their employment, must not be revealed to anyone, or used personally by the employee, unless it is for the employer’s purposes.

This obligation shall apply during the time of the employee’s employment with the employer and also after leaving the employer’s employment.

No personal, medical or financial details of an employee that the employer may have gathered will be revealed to anyone by the employer, except with the permission of the employee, or where the employer is under a legal requirement to do so.

Nothing in this section or in this Agreement will in any way stop or restrict the disclosure of details of this Agreement by the employer or employee to any other person.
26. Intellectual Property

Any new idea, invention, improvement or work that could be registered as copyright, that the employee creates, develops or helps to develop will be taken to have been made during employment and belong to the Employer if it relates to the employer.

27. Security

The employer agrees to take all reasonable steps and precautions to provide a safe and secure workplace for employees and for the employees' property which may legally and reasonably be brought to the employer's premises.

The employee promises not to remove from their place of work anything that should stay at the work place, unless items are removed in order to carry out their employment, after which the items will be returned.

The employer will be informed of any items removed from the workplace by the employee – in order to carry out their work – so that the employer may record and keep track of the employer's property and avoid any misunderstanding.

Employees agree to permit, upon request, the employer or the employer's representatives to inspect any bags, containers, vehicles or other personal property brought onto the employer's premises.

28. Work Outside of Employment

An employee may take external work without the approval of the employer, as long as it does not interfere with or affect the hours, type and level of work covered in this agreement, and the outside work does not affect the interests of the employer or employee.

29. No Extra Claims

It is agreed by the parties that up to the nominal expiry date of this Agreement,

- The employees will not pursue any extra wage claims, whether award or over-award;
- The employees will not seek any changes to conditions of employment;
- This Agreement will cover all matters or claims regarding the employment of the employees, which could otherwise be the subject of protected action as defined by Chapter 3 part 3-3 Division 2 (408) of the Fair Work Act 2009; and
- Neither the employees, nor any party to this Agreement, will engage in protected action pursuant to Chapter 3 part 3-3 Division 2 (408) of the Fair Work Act 2009, in relation to the performance of any work covered by this Agreement.

30. Flexibility

1. An employer and employee covered by this agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if;

   a) The agreement deals with 1 or more of the following matters;

   i) Arrangements about when work is performed;
   ii) Allowances;
b) The arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and

c) The arrangement is genuinely agreed to by the employer and employee.

2. The employer must ensure that the terms of the individual flexibility arrangement;
   a) Are about permitted matters under section 172 of the Fair Work Act 2009; and
   b) Are not unlawful terms under section 194 of the Fair Work Act 2009; and
   c) Result in the employee being better off overall than the employee would be if no arrangement was made.

3. The employer must ensure that the individual flexibility arrangement;
   a) Is in writing; and
   b) Includes the name of the employer and employee; and
   c) Is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
   d) Includes details of;
      i) The terms of the enterprise agreement that will be varied by the arrangement; and
      ii) How the arrangement will vary the effect of the terms; and
      iii) How the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
   e) State the day on which the arrangement commences.

4. The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

5. The employer or employee may terminate the individual flexibility arrangement;
   a) By giving no more than 28 days written notice to the other party to the arrangement; or
   b) If the employer and employee agree in writing – at any time.

31. Anti-Discrimination

The parties to this Agreement agree that;

   a) They are committed to respect and value the diversity of the workforce by helping prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin; and

   b) Any dispute concerning these provisions and their operation will be progressed initially under the dispute resolution procedure in this Agreement; and

   c) Nothing in these provisions allows any treatment that would otherwise be prohibited by anti-discrimination provisions in applicable Commonwealth, State or Territory legislation; and

   d) Nothing in these provisions prohibits;
i) The payment of junior rates of pay; or

ii) Any discriminatory conduct (or conduct having a discriminatory effect) if;

   a) An employee is a member of staff of an institution that is conducted in accordance with the doctrines, tenets, beliefs or teachings of a particular religion or creed; and

   b) The conduct was in good faith to avoid injury to the religious susceptibilities of that religion or creed.

32. Avoidance or Settlements of Disputes

In relation to any matter that may be in dispute between the parties;

1. If a dispute relates to;

   a) A matter arising under the agreement; or

   b) The National Employment Standards;

   This term sets out procedures to settle the dispute.

2. An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.

3. In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.

4. If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission.

5. The Fair Work Commission may deal with the dispute in 2 stages;

   a) The Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and

   b) If the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then;

      i) Arbitrate the dispute; and

      ii) Make a determination that is binding on the parties.

   **Note:** if the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.

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

6. While the parties are trying to resolve the dispute using the procedures in this term;

   a) An employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and

   b) An employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless;
7. The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.

33. Interruption of Work

The employer may deduct payment for any time the employee cannot usefully be employed because of any strike or industrial action by a union, or through any breakdown of machinery or any stoppage of work for any cause for which the employer cannot be held responsible.

Prior to standing down the employee, the employer will take reasonable steps to identify and offer alternative work to the affected employee. Where alternative work is not available or is exhausted, the employer will seek to reach agreement with the affected employee to access any accrued annual leave or other accessible entitlements.

A period of stand down shall not be considered a break in service or employment for the purpose of calculating any leave entitlement under this Agreement.

34. Granting employees paid time for meetings

1. Employer called meetings

Any employer called meeting will be held in paid time, at applicable overtime rates if outside normal working hours. This includes Disciplinary and Dispute Resolution Process formal meetings. Paid time is not normally given for informal meetings, or for both delegate and organiser to attend.

1.1. Paid time for employee and/or support person to take part in Disciplinary Process (DP):

An employee may have a support person present at a meeting called by the employer as part of a Disciplinary Process being held in regard to that employee. A support person, who is an employee of Wellen Pty Ltd, will also have such paid time to attend. However, where a union organiser attends, one on-site support person who is an employee of Wellen Pty Ltd, will also have paid time. Other meetings will be in the employee and support person’s own time.

1.2. Paid time for employee and/or representative in Dispute Resolution Procedure (DRP):

The Dispute Resolution Procedure (DRP) should be used and followed by employees to raise concerns.

Where an employee has raised a dispute and the DRP is being properly followed, the employee may have reasonable paid time with prior approval of the supervisor during a shift for discussions with a representative (could be an outside person) and/or management. This may at times, as appropriate, include advice from HR or Health and Safety.

An on-site delegate may also have such time. Where a union organiser is involved, the on-site delegate will also have paid time.

Other meetings will be in the employee and on-site delegate’s own time.
There will be paid time where the DRP is not properly followed in raising a concern.

1.3 EBA Negotiations - On-site Bargaining Representatives and/or delegates (the number of which have been agreed to by the parties) will have reasonable paid time to attend EBA negotiations with management.

2. Non-employer called meetings

Matters will be considered on a case-by-case basis. At the discretion of management, paid time for employees to attend non-employer called meetings can be granted where sufficient detail has been provided in advance for the employer to decide whether a meeting is appropriate, and if a meeting is to be held, time to prepare a response (if required) at the meeting, or to provide a response by phone or email.

The following information is required, if applicable, to be given on the specific issue: (1) employee involved (2) nature of complaint, and (3) suspected contravention to be discussed.

Pre- and post-meetings of the union organiser and delegate take place in the delegate’s own time

Paid time for attendance of the on-site delegate at non-employer called meetings will be at ordinary time rates. Where a union organiser attends meetings on behalf of individual members, other than at the employer’s discretion, the on-site delegate will not have paid time to attend also.

35. Discipline Management

The employer values each employee. The first priority will always be to retain employees rather than see that investment wasted. In all disciplinary matters, actions, The employer will be guided by the following principles:

Fairness

Any employee subject to disciplinary proceedings will be treated fairly, in accordance with the requirements of the relevant legislation, and with dignity and respect.

Natural Justice

Any employee subject to disciplinary proceedings will have the right to personally address and answer any disciplinary allegation.

Investigation

Every incident considered serious enough to warrant significant disciplinary action will be appropriately investigated before any outcome is decided.

Equity

The issue of fairness for all concerned and the need for an appropriate investigation of each incident, rate more highly than any need for apparent consistency of outcome.

Confidentiality

All disciplinary matters will be handled in a manner which maintains employee confidentiality, as far as is practicable.

There are generally two broad categories of disciplinary issue.

The first is ‘Unsatisfactory Performance’. That is that the employee in not achieving the required standards in the performance of his/her job, whether that be in quantity, quality, timing etc. of what he/she is required to reasonably achieve in doing his/her job functions.

The second is ‘Misconduct’. That is that the behaviour of the employee is contrary to the required standards.

Examples of misconduct include, but are not limited to:

- Refusal to obey a lawful instruction.
- Fraud against the employer, such as falsification of records, including time records.
Wellen Pty Ltd - trading as
AUSTCOR PACKAGING
Enterprise Bargaining Agreement 2020

• Negligence or carelessness which affect quality or safety.
• Actual or threatened assault, at the workplace or in relation to issues involving the workplace.
• Abuse, intimidation, bullying or harassment of fellow employees or management personnel.
• Bringing alcoholic substances or drugs onto Austcor premises and/or consuming these without the consent of Management.
• Smoking outside designated smoking areas in the workplace.
• Attending for duty in an unfit state which constitutes a risk to one’s own or any other employee's health and safety.
• Unauthorised possession of employer property or the property of any another employee or a supplier, contractor or customer.
• Failure to abide by any other policies in place in the workplace from time to time, such as the Work Health and Safety Policy, Sexual Harassment Policy, Environmental Protection.
• Disregard of required practices relating to issues such as Timekeeping, Housekeeping and Wastage, etc.

Each of the two category represents a separate disciplinary path.

Circumstances should be assessed and evaluated on its own merits to determine the extent of the problem and appropriate action to be taken by the employer.

Disciplinary Action Options (Each column is an option).

<table>
<thead>
<tr>
<th>Counselling</th>
<th>Verbal Warning</th>
<th>Verbal Warning</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Warning</td>
<td>First Warning</td>
<td>First Warning</td>
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<tr>
<td>Final Warning</td>
<td>Final Warning</td>
<td>Final Warning</td>
</tr>
<tr>
<td>Termination</td>
<td>Termination</td>
<td>Termination</td>
</tr>
<tr>
<td>Summary Dismissal (Termination without Notice)</td>
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</tbody>
</table>

Duration of Warning

The employer recognises that a disciplinary warning may no longer be considered to be active after 12 months has lapsed and will be removed from the employee file, unless the warning relates to gross misconduct or a serious safety breach, in which case the warning may remain active and be retained on the employee file for a longer period. The duration that the warning will remain active will be recorded on the warning letter given to the employee.

36. Working in Heat

The company has an existing Heat Policy that was developed by the Work Health and Safety Committee. The Policy will be distributed to every employee annually (no later than October each year) and a copy will be placed on noticeboards. The Work Health and Safety Committee will actively monitor the effectiveness of the Heat Policy (as varied from time-to-time by the Work Health and Safety committee).
37. Uniforms

In May each year, an annual allocation of uniforms will be provided to all employees who choose to wear them. This will cover both summer and winter uniform needs. The allocation will be four (4) tops and four (4) bottoms. A jumper or jacket can be requested but the total spend per annum per employee cannot exceed the cost of four tops and 4 bottoms which is set at $270.

Employees may also purchase steel capped safety boots when commencing employment or to replace old boots when they no longer meet safety standards. In such cases upon producing a receipt for this purpose employees will be reimbursed to a maximum of $85.

38. Consultative Committee

The Managing Director and Operations Manager will meet once a month with union and non-union representatives to discuss work place improvements. One issue to be discussed at this forum will be the classification structure for the employees covered by this agreement.

39. Signing Section

Signatories to the Agreement

Signed for and on behalf of the Employer

Signed:  

Date: 14 April 2020

Name in Full (printed)  Trevor Barnes

Address: 159 – 163 Newton Road, Wetherill Park, NSW 2164

Position Title-Authority: Managing Director – Lead Negotiator on Behalf of Wellen Pty Ltd

Signed for and on behalf of the Employees as covered by this agreement as Bargaining Representatives.

Signed:  

Date: 15/04/2020

Name in Full (printed)  Belinda Griggs

Position Title-Authority: Assistant State Secretary, AMWU NSW Branch

133 Parramatta Road, Granville NSW 2142
CLASSIFICATION STRUCTURE

1. **INTRODUCTION**
   Following consultation with its employees and representatives, Austcor Packaging has introduced a classification structure on a skills utilised not skills acquired basis, with the aim of developing a more highly skilled and flexible workforce with opportunities for career development.

2. **SCOPE**
   The job classification levels and minimum pay levels are set out in Appendix 1 to this document and apply to the factory production employees at Austcor Packaging. The level definitions for these jobs are set outs at Appendix 2 to this Agreement. Nothing in the Appendices inhibits Austcor Packaging’s rights to vary manning levels in accordance with the needs of operational requirements from time to time.

3. **CLASSIFICATION LEVELS**
   1. All factory production jobs sit within one of the following Levels 1, 2, 3, 4, and 5.
   2. All employees are placed in a job within one of those Levels on appointment or, for existing employees, their job is confirmed as part of the introduction of this classification structure.

4. **MINIMUM PAY RATE**
   1. All employees are placed on a pay rate at or above the minimum pay rate for the level of their job on appointment, or, for existing employees, are confirmed as being paid at or above the minimum pay rate for the level of their job.
   2. Pay increases will occur as specified in this Agreement, or by appointment/promotion to a higher-level job when a vacancy arises.
   3. There will be no reduction in pay rates for existing employees who are paid over the rate for their classification.

5. **REVIEW OF IMPACT ON PAY**
   Employees will be placed at an appropriate pay rate at or above the minimum pay rate for the level of their job. Factors in deciding the level of pay will include:
   1. Market conditions and ease of recruitment to the job
   2. Individual training requirements to be competent in the job

6. **HIGHER DUTIES PAYMENT**
   1. Higher Duties Payment will be calculated on the difference between the employee’s normal rate of pay and the minimum rate for the higher classification level of the role they are acting in. As such, employees acting in a role in a higher classification level will not be paid less than the minimum rate for the role they are acting in.
   2. Employees qualify for a higher duties payment if assigned by a supervisor to work in a role that falls in a higher classification level.
   3. Employees paid above the minimum rate of pay for the classification level they are acting in, will not receive the higher duties payment for acting in that higher role.
   4. Employees will not receive a Higher Duties Payment whilst undergoing training for a higher-level role and until they are certified as competent at that level. For purposes of this clause, competent means that the employee has a thorough understanding of the inherent requirements of the role and is able to effectively and independently carry out the role without the assistance of a supervisor or trainer.
7. FILLING VACANCIES

Existing Employees

When a role becomes vacant and is filled by an existing employee, said employee will be assessed upon beginning the role.

Should the employee meet the competency requirements, he/she will be immediately classified at the level he/she is performing and be paid accordingly.

Should the employee be deemed not yet competent he/she will commence a four week training period and thereafter assessed on a week-by-week basis until deemed competent or not.

New Employees

When a vacant role is filled by a new employee, said employee will undergo a competency assessment for the role at the commencement of their appointment.

Should the employee meet the competency requirements, he/she will be immediately classified at the level he/she is performing.

Should the employee be deemed not yet competent, he/she will enter a four week training period and will be assessed at the end of four weeks. The employee will be paid at level 1 during the four week training period.

If on assessment at the end of the four week training period the employee is deemed competent, he/she will immediately be paid at the classification level he/she is performing.

8. HORIZONTAL TRAINING PAYMENTS

1. All employees may be required to learn additional skills at the same level and must use all of the skills they have when required to meet production requirements

2. Based on the needs of the business, an employee may be selected for further training to learn and become competent in different sets of skills at the same level.

3. There will be no horizontal training payment for acquiring a 2nd set of skills at the same level.

4. An employee who learns and becomes competent in a third set of skills at the same level will receive a horizontal training payment.

<table>
<thead>
<tr>
<th>HORIZONTAL SKILLS PAYMENT</th>
</tr>
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<tbody>
<tr>
<td>From/to</td>
</tr>
<tr>
<td>Level 1</td>
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<tr>
<td>Level 2</td>
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<tr>
<td>Level 3</td>
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<tr>
<td>Level 4</td>
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</tbody>
</table>
9. VERTICAL TRAINING PAYMENTS

1. Employees may by agreement learn additional skills at a higher level and, when they have acquired the skills and been deemed competent, must use all of the skills they have when required to meet production requirements.

2. Based on the needs of the business, an employee may be selected for training to learn and become competent in higher skills.

3. An employee who learns and is deemed competent in a higher set of skills will receive a vertical training payment.

4. There will be no other payment for having acquired the higher level skills.

<table>
<thead>
<tr>
<th>From/to</th>
<th>Level 2</th>
<th>Level 3</th>
<th>Level 4</th>
<th>Level 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level 1</td>
<td>$100.00</td>
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<tr>
<td>Level 2</td>
<td></td>
<td>$200.00</td>
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<tr>
<td>Level 3</td>
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<td></td>
<td>$250.00</td>
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<tr>
<td>Level 4</td>
<td></td>
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<td>$300.00</td>
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</tbody>
</table>
LIST OF AUSTCOR PACKAGING JOB CLASSIFICATION LEVELS AND MINIMUM PAY LEVELS

Nothing in this table inhibits Austcor Packaging’s rights to vary manning levels in accordance with meeting the needs of production.

<table>
<thead>
<tr>
<th>AUSTCOR PACKAGING CLASSIFICATION LEVELS (SEE ALSO LIST BELOW TABLE)</th>
<th>MINIMUM PAY LEVEL @ certification of this Agreement (inclusive of the 2020 2.5% increase). The pay rates reflected will be increased in 2020, 2021, 2022 and 2023 in accordance with clause 16 of the EBA. (A copy of this Classification Structure will be distributed to employees as and when the pay rates are increased)</th>
</tr>
</thead>
<tbody>
<tr>
<td>LEVEL 5</td>
<td></td>
</tr>
<tr>
<td>Factory Supervisor</td>
<td>$36.02</td>
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<tr>
<td>LEVEL 4</td>
<td></td>
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<tr>
<td>Flexo Folder Gluer Operator</td>
<td>$32.07</td>
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<tr>
<td>Rotary Die Cutter (with print capability) Operator</td>
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<tr>
<td>Special Folder Gluer Operator</td>
<td></td>
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<tr>
<td>Warehouse Co-Ordinator</td>
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<tr>
<td>Corrugator Control Desk</td>
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<tr>
<td>Single Facer Operator</td>
<td></td>
</tr>
<tr>
<td>Flat Bed Die Cutter (Non-Print) Operator</td>
<td></td>
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<tr>
<td>LEVEL 3</td>
<td>$28.71</td>
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<tr>
<td>Strapping line Operator</td>
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<tr>
<td>Rotary Die Cutter (Non-Print) Operator</td>
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<tr>
<td>Double Backer Operator</td>
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<tr>
<td>Automatic Pre-feeder Operator</td>
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<tr>
<td>Automatic Load Former Operator</td>
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</tr>
<tr>
<td>Grab/Dispatch Forklift Driver</td>
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<tr>
<td>LEVEL 2</td>
<td>$27.58</td>
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<tr>
<td>Corrugator Stacker</td>
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<tr>
<td>Pre-feeder Operator (Non-automatic)</td>
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<tr>
<td>Load Former (non-automatic)</td>
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<tr>
<td>Reel Hand/Single Facer Assistant</td>
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<tr>
<td>Slitter/Stitcher/Hot Melt Gluer Operator</td>
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<tr>
<td>Baler Operator</td>
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<tr>
<td>Starch Kitchen Operator</td>
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<tr>
<td>Hogger Operator</td>
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<tr>
<td>Stereo/Die Issuer</td>
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<tr>
<td>Forklift Driver Work In Progress (WIP)/Corrugator Take-off</td>
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<tr>
<td>Level 1</td>
<td>25.34</td>
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<tr>
<td>General Hand</td>
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<tr>
<td>Hand Stacker</td>
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<tr>
<td>Cleaner</td>
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</tbody>
</table>
AUSTCOR PACKAGING JOB CLASSIFICATION LEVEL DEFINITIONS – PRODUCTION EMPLOYEES

Employee Level 1

Entry level. It assumes that the person employed has:
- Little or no corrugated industry manufacturing experience/knowledge.
- Good literacy and numeracy skills.
- Basic knowledge of IT.
- The ability to work well in a team environment and follow instructions from the coordinator, supervisor and/or management.

Employees at this level will be trained to be competent in the following:
- Orientation to machinery and equipment;
- Assisting with set up of corrugator/converting machines;
- Operating materials handling equipment but not equipment that requires a licence;
- Housekeeping and routine maintenance cleaning;
- Understand and apply work health and safety practices and existing procedures in their work area.
- Understand and apply existing work procedures in work area.
- Understand and apply Austcor Packaging quality standards in their work area;

Indicative tasks at this level may include:
- Assisting with set up of machines;
- Repetitive work on automatic, semi-automatic or single purpose machines or equipment;
- Repetitive work of a basic nature.
- Housekeeping and routine maintenance.
- Advising their operator/coordinator/supervisor of problems/issues that may need resolving.

Based on the needs of the business, a Level 1 employee may apply and/or be selected for further training to bring the Level 1 employee up to Level 2 in terms of additional skills and capabilities.

Employee Level 2

Employees at this level performs work at the same level and above the skills of an employee at Level 1.

Employees at this level will be competent in:
- Having knowledge of computer-controlled system as it relates to their work area;
- Understanding and applying existing work procedures relevant in their area;
- Performing housekeeping functions within immediate area. This may include lubricating equipment under direction;
- Assisting in forward planning materials and equipment for next job;
- Identifying quality variations;
- Recognising when problems arise and referring appropriately in own work area;
- Undertaking work prescribed on a task basis through written and verbal instructions and continuous presence of a skilled operative;
- Assisting in the on-the-job training of others up to and including this level by way of explanation and demonstration.
Indicative tasks at this level may include:

- Routine setting, adjustment and operation of basic similar pieces of equipment such as a hot melt gluer; stitcher; laminator.
- Assisting with basic duties on a printing machine under supervision of the designated work group leader by cleaning, washing up of ink units, printing and impression cylinders, feeding and stacking with or without Pre-feeders or load formers.
- Operating computer controlled systems using basic keyboard skills as it relates to their work area;
- Operating non-licensed materials handling equipment (e.g. conveyor discharges and the like, starch kitchen, hogger, baler, etc.);
- Operating work in progress(WIP)/corrugator take-off forklifts
- Matching product against quality standards within own work area;
- Storing and packing of goods and materials in accordance with appropriate procedures and/or regulations.
- Receipt of appropriate documentation, allocating and retrieving goods from specific warehouse areas,
- Housekeeping and stock checking;

Based on the needs of the business, a Level 2 employee may apply and/or be selected for further training to learn and become competent in different sets of skills at Level 2, or higher skills to bring the Level 2 employee up to Level 3 in terms of additional skills and capabilities.

**Employee Level 3**

Employees at this level performs work above the skills of an employee at Level 2. An employee at this level may have completed a Certificate Level III or equivalent training qualification.

Employees at this Level will be competent in:

- Working to written instructions and issuing verbal instructions;
- Forward planning materials and equipment required for next job;
- Identifying quality variation by matching product against quality standard within own work area;
- Understanding of routine and preventive maintenance procedures and applying them in their work;
- Participating in and contributing to work group/team decision making, problem solving and team work;
- Understanding Austcor Packaging processes and products and the administrative and organisational procedures as they relate to the immediate work area.

Indicative tasks at this level may include (the examples are not exhaustive):

- Setting, adjusting and operating a range of equipment;
- Providing on-the-job training of others up to the level of their training and skill;
- Operational lubricating of production machinery/equipment;
- Operate flatbed die cutters (non-print)
- Operate Rotary Die Cutter (non-print)
- Operate the strapping
- Operate an automatic pre-feeder
- Operate an automatic load former
- Inventory and store/warehouse control including licensed operation of all appropriate materials handling equipment;
- Use of tools and equipment within the warehouse;
- Non-trades maintenance;
- Operating computer controlled system using keyboard skills as it relates to their work area;
Operating Reel Grab/Dispatch forklifts  
Maintaining established production recording systems (computerised);  
Adhere to ISO9001 Quality Standard requirements

Based on the needs of the business, a Level 3 employee may apply and/or be selected for further training to learn and become competent in different sets of skills within the Level, or higher skills to bring the Level 3 employee up to Level 4 in terms of additional skills and capabilities.

Employee Level 4

An employee at this level performs works above the skills of an employee at Level 3. An employee at this level may have completed a trade certificate, or Certificate IV in a manufacturing related discipline or equivalent training qualification.

Employees at this Level will be competent in:
- Understanding Austcor Packaging production process, products, administrative and organisational procedures as they relate to their work area;
- Being responsible for the work of others in their work group
- Providing supervision and guidance to members of a work group
- Providing informal on-the-job training to the level of their training and skill;
- Identifying quality variations of products and/or materials in the production process for conformity with established guidelines
- Understanding production standards; making adjustments to maintain quality standards;
- Having a working knowledge of the routine and preventative maintenance procedures and apply this knowledge;
- Solving straight forward problems based on set procedures or factual information;
- Operating a computer-controlled system as an integral aspect of work to their level of training and accredited skill;
- Working under minimal supervision;
- Exercising limited discretion. Work is guided by general work processes and procedures;
- Being a member of and understanding operating guidelines of a work group/team;
- Working to written instructions and working to and issuing of verbal instructions; understanding and applying occupational health and safety and safe working practices and environmental protection in their own work area.
- Being responsible for the quality, performance and productivity of work group or machine centre.
- Managing the work group during preventive maintenance.
- Adhere to ISO9001 Quality Standard requirements

Indicative tasks at this level may include:
- Machine setting, adjustment and operation on a variety of equipment such as automatic/semi-automatic/manual flexo folder gluers and/or flexo slotters and/or die cutters (with printing capability) and/or gluers (specialty and/or straight line) and/or corrugator control desk and/or corrugator single facer
- Warehouse co-ordination.
- Having a sound knowledge of the employer’s operations as they relate to the production process;
- Understanding and applying computer techniques as they relate to production process operations;
- Making adjustments to maintain productivity and quality standards;
- Forwarding plans material and equipment for next job;
- Undertaking preventative maintenance to the level of their training and accredited skill including lubrication, elementary diagnosis of faults, routine adjustments
• Reporting to management on any issues causing machine inefficiencies, for example worn or damaged parts, and any opportunities for improvement;
• Produce documents requiring specific form or to comply with regulations or standards;

Based on the needs of the business, a Level 4 employee may apply and/or be selected for further training to learn and become competent in different sets of skills within the Level, or higher skills to bring the Level 4 employee up to Level 5 in terms of additional skills and capabilities.

Employee Level 5

An employee at this level performs work above the skills of an employee at Level 4. An employee at this level may have completed a trade certificate, Certificate Level V or equivalent training.

Employees at this level will be competent in:
• Working under minimal supervision, takes overall responsibility for performance, people and process on the shift and reports directly into the Operations Manager or designated representative;
• Providing on-the-job training to the level of their training and accredited skill;
• Having knowledge of problem-solving techniques and procedures in their own area;
• Identifying quality variations of products and/or materials in the production process for conformity with established production standards;
• Making adjustments to maintain quality standards;
• Exercising discretion, work is guided by general work processes and procedures;
• Has the ability to fill in as required to operate equipment where they have been deemed competent;
• Having sound knowledge of routine and preventive maintenance procedures and undertaking trades maintenance procedures as appropriate;
• Participating in, developing and implementing appropriate occupational health, safety and environmental protection practices in their area of work;
• Participating in and leading work/group team decision making, problem solving and team operation;
• Adhere to ISO9001 Quality Standard requirements.

Indicative tasks at this level include:
• Coordinating the work crew under their direct control;
  o This includes being accountable for the safe operation of the equipment they are in charge of including housekeeping, product quality, waste and crew and machine productivity.
  o Motivating their immediate crew to perform at high levels of safety and productivity.
  o Immediately reporting to their manager deviations from standard including but not limited to:
    - Safety and environmental breaches
    - Crew member behaviour (good or bad)
    - Higher than expected waste levels (materials and time)
    - Productivity
    - Quality