



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Landis & Gyr Pty Limited
(AG2020/1816)

LANDIS+GYR LAVERTON NORTH OPERATIONS SINGLE ENTERPRISE AGREEMENT 2020

Manufacturing and associated industries

COMMISSIONER WILSON

MELBOURNE, 17 JULY 2020

Application for approval of the Landis+Gyr Laverton North Operations Single Enterprise Agreement 2020.

[1] An application has been made for approval of an enterprise agreement known as the *Landis+Gyr Laverton North Operations Single Enterprise 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 Landis & Gyr Pty Limited. 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.

[3] The "Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union" known as the Australian Manufacturing Workers' Union and the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) I note that the Agreement covers the organisations.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 24 July 2020. The nominal expiry date of the Agreement is 31 March 2024.



COMMISSIONER

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**LANDIS+GYR LAVERTON NORTH OPERATIONS
SINGLE ENTERPRISE AGREEMENT 2020**

1. Title

This Agreement shall be known as the *Landis+Gyr Laverton North Operations Single Enterprise Agreement 2020*.

2. Arrangement

The Agreement is arranged as follows:

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3. Introduction

Landis+Gyr's operations located at Laverton North markets and services a comprehensive range of gas and electricity meters, regulators and associated equipment for the commercial, industrial and domestic sector of the gas and electricity industry. The Company's products and services have earned their place as market leaders and include innovative features that have become industry standards.

The future of the business rests heavily on improving cost competitiveness and total performance.

For the Company to continue to succeed as an Australian manufacturer, it must achieve the common focus of management and employees in establishing its Australian operations as centres of excellence aiming for world's best practice in all aspects of the business.

The Company is accredited to the international quality standard ISO 9001:2015 and has successfully achieved NATA (ISO 17025) laboratory accreditation for its in house testing facilities.

The Company complies with Victorian legislative requirements and has the occupational health and safety standard BS OHSAS 18001:2007 and the environmental standard ISO 14001:2015 in place. As an organisation, the Company seeks to go beyond minimum legislative requirements to ensure it meets best practice standards across all business operations and functions.

4. Objectives of the Agreement

This Agreement seeks to achieve three principal objectives:

- 4.1 To improve the relationship between the Company and its employees by developing and maintaining a workplace culture of trust, commitment and mutual respect.
- 4.2 To develop and maintain an ongoing program of continuous improvement designed to benefit both the Company and its employees resulting in greater productivity, increased efficiency, lower cost base and an enhanced working environment so that the Company can consolidate and improve its international competitive position.
- 4.3 To develop and maintain a workplace culture which emphasises initiative, creativity, contribution, reward and recognition leading to improved business performance and enhanced job opportunities and security.

5. Supersession

This Agreement replaces all other agreements which cover the Company, the employees, the AMWU and/or the CEPU.

6. Coverage and application of this Agreement

This Agreement covers;

- 6.1 the Company;
- 6.2 the Employees;
- 6.3 if the FWC notes in its approval decision under s 201 of the Act that the AMWU is covered by this Agreement, the AMWU, and
- 6.4 if the FWC notes in its approval decision under s 201 of the Act that the CEPU is covered by this Agreement, the CEPU.

This Agreement shall be read and applied in conjunction with Landis+Gyr's 'Equal Employment Opportunity, Discrimination, Harassment and Bullying', and 'Employee Manual' and the 'Code of Business Conduct and Ethics' Policies as varied from time to time. These policies do not form part of this Agreement.

7. Definitions

- 7.1 **Act** means the Fair Work Act 2009 (Cth) as amended or replaced from time to time;
- 7.2 **Agreement** means the *Landis+Gyr Laverton North Operations Single Enterprise Agreement 2020*;
- 7.3 **AMWU** means the "Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union" known as the Australian Manufacturing Workers' Union.
- 7.4 **Carer's leave** means leave taken by an employee to provide care and support to a member of the employee's Immediate family or household who requires care and support due to:
 - (a) a personal illness or injury affecting the member; or
 - (b) an unexpected emergency affecting the member;
- 7.5 **CEPU** means the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia - Plumbing Division Victorian Divisional Branch;
- 7.6 **Casual employee** means an employee engaged and paid as such;
- 7.7 **Classification structure** means the classification structure set out in Schedule 1;
- 7.8 Close relative means an employee's:
 - (a) spouse or former spouse, de facto partner or former de facto partner, child, parent, grandparent, grandchild, sibling
 - (b) an employee's current or former spouse or de facto partner's child, parent, grandparent, grandchild or sibling

- (c) relatives according to Aboriginal or Torres Strait Islander kinship rules.
- 7.9 **Commencement Date** means the date this Agreement starts to operate under clause 8.1;
- 7.10 **Company** means Landis & Gyr Pty Ltd (ABN 78 002 894 224) trading as Landis+Gyr;
- 7.11 **Compassionate leave** means leave taken by an employee when a member of the employee's Immediate family or household:
- (a) contracts or develops a personal illness that poses a serious threat to his or her life;
 - (b) sustains a personal injury that poses a serious threat to his or her life; or
 - (c) dies;
- 7.12 **Contract labour** means an individual who does not work directly for the Company, but is employed by an organisation that has a contract to do particular work for the Company.
- 7.13 **Family and domestic violence** means violent, threatening or other abusive behaviour by an employee's close relative that:
- (a) seeks to coerce or control the employee
 - (b) causes them harm or fear
- 7.14 **Eligible community service activity** means an activity engaged in by an employee if:
- (a) the employee engages in a voluntary emergency management activity
 - (b) the employee engages in jury service (including attendance for jury selection) that is required by or under a law of the Commonwealth, a State or a Territory
- 7.15 **Employee/s** means all employees who are employed by the Company at the Establishment and who principally perform work in one of the classifications in the Classification Structure.
- 7.16 **Establishment** means Company's Establishment located at 50 Cyanamid Street, Laverton North, in the State of Victoria.
- 7.17 **Full time employee** means an employee who is employed to work an average of 38 ordinary hours per week;
- 7.18 **FWC** means the Fair Work Commission;
- 7.19 **Immediate Family** means:
- (a) a spouse (including a former spouse), de facto partner (including a former de facto partner), child, parent, grandparent, grandchild or sibling of the employee; or

- (b) a child, parent, grandparent, grandchild, or sibling of a spouse (including a former spouse) or de facto partner (including a former de facto partner) of the employee;
- 7.20 **Modern Award** means the of Manufacturing and Associated Industries and Occupations Award 2010 as amended or replaced from time to time;
- 7.21 **National Employment Standards** means the National Employment Standards set out in Part 2-2 of Chapter 2 of the Act;
- 7.22 **Ordinary Pay** means the wages the employee would have received in respect of the ordinary hours the employee would have worked had the employee not been on leave during the relevant period:
- (a) including what the employee would have been paid for working ordinary hours during the period of leave (for example, allowances, loadings and penalties paid for all purposes of the Agreement and any other wages payable under the employee's contract of employment); and
 - (b) not including payments in respect of overtime, special rates or any other payment which might have been payable to the employee as a reimbursement for expenses incurred.
- 7.23 **Part-time employee** means an employee who is engaged to work on a part-time basis involving a regular pattern of hours which average less than 38 ordinary hours per week.;
- 7.24 **Personal/carer's leave** means, in relation to a Full time or Part-time employee:
- (a) leave taken by the employee because the employee is not fit for work because of a personal illness, or personal injury, affecting the employee; or
 - (b) Carer's leave;
- 7.25 **Recognised emergency management body** means:
- (a) a body, or part of a body, that has a role or function under a plan that:
 - (i) is for coping with emergencies and/or disasters;
 - (ii) is prepared by the Commonwealth, a State or a Territory;
 - (b) a fire-fighting, civil defence or rescue body, or a part of such a body;
 - (c) any body, or part of a body, a substantial purpose of which involves:
 - (i) securing the safety of persons or animals in an emergency or natural disaster;
 - (ii) protecting property in an emergency or natural disaster; or
 - (iii) otherwise responding to an emergency or natural disaster; or

- (d) a body, or part of a body, prescribed by the regulations to the Act for these purposes,

but does not include a body that was established, or is continued in existence, for the purpose, or for purposes that include the purpose, of entitling one or more employees to be absent from their employment.

7.26 **Voluntary emergency management activity** means an activity engaged in by an employee if:

- (a) the employee engages in an activity that involves dealing with an emergency or natural disaster;
- (b) the employee engages in the activity on a voluntary basis (whether or not the employee directly or indirectly takes or agrees to take an honorarium, gratuity or similar payment wholly or partly for engaging in the activity);
- (c) the employee is a member of, or has a member-like association with, a Recognised emergency management body; and
- (d) either:
 - (i) the employee was requested by or on behalf of a Recognised emergency management body to engage in the activity; or
 - (ii) no such request was made, but it would be reasonable to expect that, if the circumstances had permitted the making of such a request, it is likely that such a request would have been made;

8. Date and Period of Operation

8.1 This Agreement will start to operate on the date of the start of the first full pay period to commence on or after the day that is seven days after this Agreement is approved by the FWC.

8.2 This Agreement will operate until 31 March 2024.

9. Renewal of the Agreement

The parties to this Agreement will commence discussions in respect of negotiating the continuation or replacement of this Agreement no later than three months prior to the expiry date of this Agreement.

10. Relationship to the Modern Award

10.1 This Agreement incorporates the terms of the Modern Award as varied or replaced from time to time. However, variations to the Modern Award that are detrimental to the employees covered by this Agreement will not be incorporated.

- 10.2 Where there is any inconsistency between this Agreement and the Modern Award, then this Agreement shall apply to the extent of the inconsistency.
- 10.3 Prior to the Company applying any provision of the Modern Award which provides for a varied entitlement than that which applied under the Modern Award at the Commencement Date, the Company will discuss the implication of the modified entitlement with the parties covered by this Agreement and will reach agreement on the matter of applying any modified entitlements. The parties will endeavour to ensure that no employee is disadvantaged by the introduction of any part of the Modern Award.
- 10.4 Existing over award payments and conditions of employment will continue to apply unless varied by this Agreement.

11. Business and Organisational Improvement

11.1 Methods of Improvement

To facilitate pay outcomes and maximise job security it is essential that the parties work together to achieve flexibility in a continuous improvement environment that protects employees' health and safety.

The methods used to achieve the objectives of this Agreement are defined in the following categories:

- Continuous improvement mechanisms and processes;
- Work practices;
- Environment, quality and safety;
- Training and development;
- Flexibility; and
- Performance measurement.

Continuous Improvement Mechanisms and Processes

11.2 Productivity Improvement

There is wide recognition that substantial gains can be achieved by encouraging employees to contribute their views and suggestions on a range of topics affecting manufacturing operations.

Whilst management, supervision and engineering personnel can introduce changes to the shop floor, there remain many opportunities for individual employees or groups of employees to contribute their expertise thus helping to make the Company more competitive. Productivity improvement programs designed to involve every employee are one way of being able to draw on the experience and creativity of shop floor personnel.

It is agreed that productivity improvement programs will be developed and introduced to manufacturing operations with the specific intent of increasing manufacturing performance by drawing on the expertise of shop floor personnel through their involvement in such programs.

11.3 Commitment to Continuous Improvement

The intent of continuous improvement is to encourage employees to contribute their ideas on ways of improving the efficiency of the processes in which they are involved. All ideas should be given prompt evaluation and if they are of advantage to the organisation they should be implemented either immediately or as soon as practicable.

It is agreed that employees will use their skills and expertise to suggest ways of improving manufacturing processes or the organisation of work focussing on specific changes that can be applied to manufacturing, storage, dispatch and information processes.

11.4 Communication

The Company recognises that there are benefits for both parties in having a workforce which is well informed in respect of current business issues and performance, and will endeavour to provide regular briefings on current issues and will keep employees informed of business performance. Employees, for their part will contribute their input during briefing meetings directly with management or through the relevant supervisor.

The Company will endeavour to advertise and communicate vacancies at the Establishment internally in the first instance and then externally as required. Candidates selected will be appointed on merit and suitability for the role.

Work Practices and Productivity Improvement

11.5 Improved Work Practices

For the Company to improve its competitive position in the market and thereby enhance the job security of its employees, it must adopt new technologies in manufacturing, marketing, administration and business management. The new technologies may embrace physical assets such as manufacturing plant or they may be in the form of updated business processes.

It is agreed that a co-operative and participative approach be adopted for the investigation, consultation and implementation of any new or alternative work practices that may improve production flexibility and efficiency.

11.6 Timekeeping

It is the current practice that all employees are at their respective work stations at the commencement of their shift and that production is maintained right up to the end of the shift. Similar conditions apply to meal and other breaks.

It is agreed that employees will maintain maximum productive capacity by adhering to current timekeeping practices as detailed in this clause.

Environment, Quality and Safety

11.7 Quality System

The Company is accredited to the internationally recognised quality standard ISO 9001:2015 and has NATA accreditation for its testing facilities. Retention of current certification and NATA accreditation is critical to improving the standing of the Company in the international marketplace. The co-operation of all employees is sought in achieving these objectives.

It is agreed that all employees will continue to maintain a positive attitude to the current and future quality systems. Employees will support quality policies and procedures so that accreditations will not be jeopardised and will, where possible, promote ideas and suggestions which will lead to improvements to the systems.

11.8 Occupational Health, Safety and Environment

The Company is accredited to BS OHSAS 18001:2007 and the Environmental Standard ISO 14001:2015.

It is acknowledged that many further improvements are possible with obvious benefits for both the Company and the employees.

All practices and policies relating to Occupational Health Safety and Environment are constantly under review to endeavour that the highest standards are maintained.

Every effort must be made by the Company and employees to establish and maintain a workplace culture in which each individual accepts a degree of personal responsibility for the improvement of Occupational Health Safety and Environment.

Employees are expected to take part in any program that involves recycling of cardboard, oily rags and any other initiative that is undertaken from time to time. Where applicable, relevant training and information on each initiative will be provided.

It is agreed that:

It is the responsibility of senior Company management to develop policies and procedures that promote a safe working environment. It is the responsibility of employees to comply with these policies and practices. The development of such policies and practices will be by a consultative process in accordance with the relevant legislative provisions.

All employees will fully co-operate in ensuring that hazards are identified, reported and corrective action taken before injury occurs to themselves or another employee.

Should an employee suffer a workplace injury, that employee and the Company will comply with their legislative obligations, including co-operating in an appropriate rehabilitation program, if required to do so by legislation.

Properly constituted meetings of the Occupational Health Safety and Environment Committee will be held at a frequency to be determined by the Committee but in any event, not less than four (4) meetings per year on dates and times to be agreed by Committee members. Meetings not able to be held at

the designated date and time are to be rescheduled for another time not exceeding one month from the original date and time.

Occupational Health Safety and Environment representatives will be provided with five (5) days paid training per annum for attendance at an Occupational Health and Safety course approved by Worksafe Victoria.

When needed, health and safety representatives will be provided with access to such facilities as telephone and photocopier.

Health and safety representatives will not suffer loss of pay for attending meetings related to their duties as health and safety representatives.

The Company shall make adequate provision for selected employees to qualify as first aid providers and to be available to render first aid. Those employees who are qualified and appointed by the Company to perform first aid shall be paid a first aid allowance as specified in clause 15.

11.9 Housekeeping

A safe and efficient workplace can only be achieved if the workplace environment is clean and tidy. Given that these goals represent imperatives, a standard of excellence is required for housekeeping that involves the highest standards of cleanliness, stowage and placement of equipment and materials.

It is agreed that to achieve the required standard of excellence all employees will be advised as to the system of housekeeping. Whilst there will be specific requirements for individual work areas, as a general rule each employee will be individually responsible for carrying out those duties which will lead to standards of excellence in workplace presentation. This will invariably require wiping clean any machinery, replacing tools in their correct location, sweeping the immediate workstation area and carrying out any other cleaning duties appropriate to the workstation.

Learning and Development

11.10 Learning and Development

The Company wishes to encourage employees to undertake training programs which will lead to greater productivity and flexibility and which will give greater security of employment and assist in career progression to those whose skills are upgraded. The Company seeks the co-operation of all employees in establishing a consultation based, ongoing job related training program.

It is agreed that the Company will establish a job related training program suitable to the needs of the business and will develop an appropriate budget within which to operate. Employees will consider what training may be appropriate to improve their individual performance and communicate their opinions to management so that their views may be taken into account when training resources are allocated and programs planned.

11.11 Job Rotation and Multiskilling

The current practice is that suitably skilled employees may be temporarily or permanently transferred from one job to another within a work location or between work locations as covered by this Agreement. This has benefits for both the Company and the employee and it is important for the smooth operation of the manufacturing process that this practice continues.

It is agreed that employees will continue to accept transfers within work locations or between work locations for the purposes of performing tasks as dictated by production demand and/or Occupational Health and Safety needs for which the employee is suitably qualified and experienced or for the purposes of training and the acquisition of new skills.

11.12 Employee Representatives Training

The Company recognises the need for employee representatives to undertake training.

It is agreed that five days paid leave per calendar year, per employee representatives, will be set aside for members to attend an approved training program conducted by approved organisations. The leave will be non cumulative and must be applied for via the "Professional Development / Training Request" form, giving reasonable notice of intention to take leave. Additional paid leave may be granted by agreement.

Flexibility

11.13 Access to Annual and Long Service Leave

The taking of annual and long service leave by an employee must wherever possible suit the needs of both the Company and the employee. Formalising the maximum flexibility with which leave may be taken will benefit both parties.

It is agreed that annual and long service leave entitlements may be taken at a time which is agreed between the Company and the employee and subject to the requirements of the Act. The Company also has a right, with reasonable notice to direct that accrued leave be taken within a reasonable time of it falling due in accordance with the provision of clause 12.1(f).

Employees agree that they should not have more than 8 weeks of annual leave accrued at any one time. Where an employee has more than 8 weeks annual leave accrued, the Company may direct the employee to take annual leave in accordance with the provisions of clause 12.1(f).

11.14 Variations in Production Requirements – Rostering of Leave

The nature of the Landis+Gyr business and the industry within which it operates gives rise to the situation where production demand can vary considerably throughout the year depending on both domestic demands for the Company's products. In some periods of low demand this could place the Company in a position of having excess labour for short periods. To mitigate the effects of low demand for products on the labour force, employees may be rostered on leisure bank, and when exhausted, annual leave (for accrued annual leave in excess of twenty (20) days) or long service leave.

It is agreed that subject to the requirements of the Act, in situations where the business experiences low demand for products and the Company does not shut down part of the business in accordance with clause 12.1(f), the Company may roster employees to take annual leave, against their entitlement, inclusive of loading, to a maximum of five working days with not less than four week's notice or with the agreement of the employee at any time.

Rostering

In order for the Company to be able to respond to changes in demand there must be the capacity to make changes to rostering arrangements. It is agreed that all employees recognise and accept that changed circumstances may cause a change to rostering. To that effect, the Company will provide a minimum of seven (7) days' notice of a roster change or twenty-four (24) hours' notice in the case of unforeseen circumstances (e.g. an employee calling in sick and their subsequent absence).

11.15 Leisure Bank/ Rostered Days Off

The Company may direct employees to have rostered days off when they accrue more than 5 days. The Company will work with employees to introduce a rostering system to ensure leisure bank hours are kept to a minimum.

Prior to the end of each calendar year, the Company will provide employees with notice of their current leisure bank balance, to allow employees to take time to reduce their leisure bank hours. Leisure bank balances of more than 5 days will be paid out at the beginning of the new calendar year if they are not otherwise taken, unless the Company and the employee have otherwise agreed for these days to be taken within 6 months of accrual.

11.16 Casual Labour

As a matter of principle, the Company is committed to the maintenance of a permanent workforce whose skills and knowledge are to be utilised for the benefit of the Company and employees.

From time to time it may be necessary for the Company to engage casual employees for a variety of reasons including, but not limited to, coverage of absenteeism, temporary increases in demand and as a means of recruiting permanent employees.

The Company emphasises that the use of casual employees is not to be regarded as a replacement of its permanent workforce but rather as a means of managing variations in business conditions.

It is agreed that the Company will utilise casual employees as one means of managing changing business conditions.

The Company may recruit casual employees from agencies and through other means as required from time to time. A casual employee shall be paid the hourly rate of a full time employee performing the same duties in the same classification under this Agreement plus an additional casual loading of 25% on the hourly rate. The loading constitutes part of the casual employee's all purpose rate.

The period of employment for casual employees is to be nominally a maximum of three (3) months. The Company may elect to discontinue the arrangement earlier or later than three (3) three months but, in any event, the Company will not engage a casual employee for longer than six (6) months. Consultation with workplace representatives will take place in circumstances where a casual employee is to be engaged for a period between three (3) and six (6) months.

The minimum period of engagement for a casual employee is one (1) working day.

The Company, when engaging a casual employee, must inform the employee that they are employed as a casual, stating by whom the employee is employed, the classification level and rate of pay and the likely number of hours required.

11.17 Contract Labour

Contract labour may be engaged from time to time by the Company to meet business needs. The Company may engage contract labour from agencies and through other means as required. Contract labour shall be paid the hourly rate of pay payable to a full time employee performing the same duties in the same classification under this Agreement.

The Company will ensure that the wages and conditions of contract labour engaged to do work covered by this Agreement are no less favourable than the wages and conditions provided for in this Agreement for performing the same duties in the same classification under this Agreement.

Performance Measurement

11.18 Business Performance Measurement

Landis+Gyr's Laverton North operations have traditionally not been accurately measured in terms of cost and performance. In the manufacturing area there is an absence of formal performance measurement systems. For the purposes of being able to set standards and establish the cost base of the production process and to correctly define areas in which improvement can be made, performance measurement systems must be maintained.

Performance measurement is not used in this context to measure the output of individual employees, however, all employees are required to meet appropriate production standards.

It is agreed that all employees recognise the importance of performance measurement and will co-operate in the maintenance of systems which will lead to effective measurement of the performance of management of manufacturing operations.

12. Leave entitlements

12.1 Annual leave

- (a) Full time and Part-time employees are entitled to annual leave under the Act.

- (b) Casual employees are not entitled to annual leave.
- (c) Full time and Part-time employees will accrue annual leave progressively during a year of service according to the employee's ordinary hours of work.
- (d) An employee before going on annual leave must be paid the Ordinary Pay the employee would have received in respect of the ordinary hours the employee would have worked had the employee not been on leave during the relevant period.
- (e) During a period of annual leave an employee must also be paid a loading equal to 17.5% of the wages prescribed in clause 12.1(d) or the relevant weekend penalty rates, whichever is the greater but not both.
- (f) The Company may direct an employee to take annual leave where the Company, during a period, shuts down its business, or any part of its business, in which the employee works, provided that:
 - (i) the Company provides the employee with four weeks' notice,
 - (ii) the employee must have a sufficient accrued annual leave balance for the period of the shut down;
 - (iii) where the employee does not have a sufficient accrued annual leave balance for the period of the shut down, the employee must take leave without pay to cover the period of the shut down; and
 - (iv) the Company may only close down the business or part of the business in which the employee works for three separate periods in a year, provided that one of the periods is a period of at least 14 days including work days.
- (g) On termination of employment, the employee must be paid for annual leave accrued that has not been taken at the appropriate rate calculated in accordance with clause 12.1(d). A loading of 17.5% will be paid on all accrued annual leave payable on termination.
- (h) Employees recognise that the Company will not approve annual leave being taken in advance of the entitlement accruing.

12.2 Paid Personal/carers leave

- (a) A Full time or Part-time employee is entitled to up to 10 days of paid Personal/carer's leave for each year of service under the Act.
- (b) A Full time or Part-time employee will accrue paid Personal/carer's leave progressively during a year of service according to the employee's ordinary hours of work.

- (c) Accrued but untaken paid Personal/carer's leave will accrue from year to year, but will not be paid out on the termination of an employee's employment for any reason.
- (d) If a Full time or Part-time employee is unable to attend work for a reason that would entitle them to take paid Personal/carer's leave, the employee must comply with the relevant notice and evidentiary requirements in clause 12.5, or the employee will not be entitled to the paid Personal/carer's leave.
- (e) If a Full time or Part-time employee takes a period of paid Personal/carer's leave, the Company must pay the Ordinary Pay the employee would have received in respect of the ordinary hours the employee would have worked had the employee not been on leave during the relevant period
- (f) If a Full time or Part-time employee is reengaged by the Company within a period of six months, then the employee's unclaimed balance of paid personal/carer's leave continues from the date of re-engagement.
- (g) A Casual employee is not entitled to paid Personal/carer's leave.

12.3 Unpaid Personal/carer's leave

- (a) A Full time or Part-time employee who has exhausted their entitlement to paid Personal/carer's leave under clause 12.2, or a Casual employee, is entitled to take up to two days of unpaid Carer's leave under the Act on each occasion requiring the employee to take Carer's leave.
- (b) If an employee is unable to attend work for a reason that would entitle them to take unpaid Carer's leave, the employee must comply with the relevant notice and evidentiary requirements in clause 12.5, or the employee will not be entitled to the unpaid Carer's leave.

12.4 Compassionate leave

- (a) A Full time or Part-time employee is entitled to up to three (3) days Compassionate leave for each relevant occasion under the Act.
- (b) A Full time or Part-time employee will be entitled to a further two (2) days leave without loss of pay on each occasion on the production of satisfactory evidence of the death, either interstate or outside of Australia, of an employee's husband, wife, father, mother or child and where, the employee travels interstate or outside Australia to attend the funeral.
- (c) If a Full time or Part-time employee takes a period of paid Compassionate leave, the Company must pay the employee the Ordinary Pay the employee would have received in respect of the ordinary hours the employee would have worked had the employee not been on leave during the relevant period.

- (d) If an employee is unable to attend work for a reason that would entitle them to take Compassionate leave, the employee must comply with the relevant notice and evidentiary requirements in clause 12.5 or the employee will not be entitled to Compassionate leave.
- (e) Casual employees are entitled to compassionate leave in accordance with the Act.

12.5 Common evidentiary requirements

- (a) If an employee is unable to attend work for a reason that would entitle them to take paid Personal/carer's leave, Carer's leave or Compassionate leave, the employee must:
 - (i) notify the Company as soon as possible, and where practicable, at least two hours before their next rostered starting time:
 - (I) that they will not be able to attend for work;
 - (II) whether the employee is taking Personal leave, Carer's leave or Compassionate leave; and
 - (III) the period, or the expected period of the leave; and
 - (ii) if required by the Company, provide the Company with a medical certificate, attendance certificate, statutory declaration, death certificate or funeral notice that the employee was unable to attend for work because they were required to take Personal/carer's leave, Carer's leave or Compassionate leave.

12.6 Community service leave

- (a) An employee who participates in an Eligible community service activity at a time during which the employee is rostered to work, and provided the employee complies with the requirements of clause 12.6(b), is entitled to be absent from work for a period if:
 - (i) the period consists of one or more of the following:
 - (I) time when the employee engages in the Eligible community service activity;
 - (II) reasonable travelling time associated with the employee's participation in the Eligible community service activity; or
 - (III) reasonable rest time immediately following the employee's participation in the Eligible community service activity; and
 - (IX) unless the activity is jury service, the absence is reasonable in all the circumstances.

- (b) An employee who participates in an Eligible community service activity must:
 - (i) notify the Company as soon as practicable that they are required to participate in an Eligible community service activity;
 - (ii) advise the Company of the expected duration of the absence; and
 - (iii) provide the Company with evidence satisfactory to the Company that the employee has been, or will be participating in an Eligible community service activity.

- (c) A Full time or Part-time employee will be entitled to be paid for a period of jury service if they meet the following requirements:
 - (i) the employee notifies their supervisor as soon as possible but prior to the dates of attendance that attendance for jury service is required;
 - (ii) the employee provides their supervisor proof of their attendance, the period of the attendance and any payment for the same; and
 - (iii) subject to the Act, any payment received by the employee as a consequence of such attendance, being paid to the Company by the employee upon return from jury service.

- (d) Where a Full time or Part-time employee is required to attend for jury service and fulfils the requirements set out in clause 12.6(c), the Company must pay the employee the Ordinary Pay the employee would have received in respect of the ordinary hours the employee would have worked had the employee not been on leave during the relevant period.

12.7 Parental leave

A Full time employee, Part-time employee and a casual employee is entitled to Parental leave in accordance with the provisions of the Act.

Note: The Company also has a Company Parental Leave Policy which supplements the requirements of the Act and provides for additional Parental Leave benefits that apply to all Full time employees and regular Part-Time employees once they have completed twelve (12) month's continuous service, subject to the employee complying with all the notification and documentation requirements under the policy. This policy may be amended from time to time.

12.8 Long service leave

Employees will be entitled to long service leave on the basis of 1.3 weeks per year of service for Full time employees or on a pro-rata basis for Part-time employees. Employees are entitled to take their long service leave in accordance with the *Long Service Leave Act 2018 (Vic)*.

12.9 Family and domestic violence leave

- (a) a Full time employee, Part-time employee and a casual employee is entitled to 5 days paid family and domestic violence leave each calendar year. This leave does not accumulate from year to year.
- (b) An employee must give notice of taking family and domestic violence leave as soon as practicable and must advise the Company of the period or expected period of the leave.

13. Public Holidays

13.1 Subject to clause 13.2, the following days are recognised as public holidays under this Agreement:

- (a) New Year's Day;
- (b) Australia Day;
- (c) Labour Day;
- (d) Good Friday;
- (e) Easter Saturday, provided that this day is a day which is declared or prescribed under clause 13.1(l);
- (f) Easter Monday;
- (g) Anzac Day;
- (h) Queen's Birthday;
- (i) Melbourne Cup Day, provided that this day is a day which is declared or prescribed under clause 13.1(l);
- (j) Christmas Day;
- (k) Boxing Day; and
- (l) any other day, or part-day, declared or prescribed under a law of a State or Territory, or a region of a State or Territory, to be observed generally as a public holiday, other than a day or part-day, that is excluded by the regulations made under the Act from counting as a public holiday.

13.2 If, under or according to a law of a State or Territory, or the Modern Award, a day or part-day is substituted for a day or part-day that would otherwise be recognised as a public holiday under this Agreement under clause 13.1, then the substituted day or part day is recognised as a public holiday under this Agreement in lieu of the public holidays specified in clause 13.1.

14. Classification Structure

Employees shall be classified by the Company in one of the classifications in Schedule 1 of this Agreement.

The classification structure contains the main competencies and tasks performed in each area as per the site requirements.

In the event of a dispute in accordance with clause 27, where the assessment of an employee's skills against the classifications in Schedule 1 cannot be resolved at the workplace level, the Metal and Engineering Industry Competency Standards Implementation Guide, as published by Manufacturing Skills Australia from time to time, and in accordance with the Modern Award, can be used as a reference. Where a disputed competency/ competencies cannot be resolved at a local level, an agreed independent assessor may be engaged to resolve the dispute.

15. Remuneration

15.1 Wages

During the life of this Agreement, the following annual wage increases under this Agreement will apply from the first full pay period on or after the:

- (a) 1 October 2020, an increase of 3%;
- (b) 1 April 2021, an increase of 3%;
- (c) 1 April 2022, an increase of 2.75%; and
- (d) 1 April 2023, an increase of 2.75%.

15.2 Allowances

Employees will be entitled to a First Aid, Leading Hand, and Meal Allowance in accordance with the provisions of the Modern Award.

15.3 Table of Rates

The table of rates can be found in Schedule 2 of this Agreement.

16. Temporary Salary Continuance

16.1 Subject to the terms of this clause, employees, who are members of the Company default superannuation fund, will be provided with Temporary Salary Continuance ("TSC") effective from 1 July 2009.

16.2 The Company will pay a supplementary premium for Temporary Salary Continuance ("TSC").

16.3 The TSC will become payable in the event that an employee incurs a physical illness or injury which totally and temporarily incapacitates the employee for the purpose of carrying out their normal employment duties provided that the injury or illness is not:

- (a) subject to the provisions of the Accident Compensation Act (1985) or the Transport Accident Act (1986) or any related legislation;
 - (b) sustained as a result of involvement in any professional sporting activity;
 - (c) sustained as a result of any aerial activity of any kind, other than as a passenger in a properly licensed aircraft;
 - (d) self inflicted or incurred as a result of or during any criminal act committed by the employee;
 - (e) in existence or is a result of or complication from any medical condition which was in existence as at 1 April 2000; and
 - (f) the injury or illness is not a:
 - (i) psychosis or neurosis;
 - (ii) mental, emotional, stress or anxiety related condition;
 - (iii) physical fatigue syndrome; or
 - (iv) result of conception, pregnancy, childbirth or miscarriage.
- 16.4 The waiting period shall be for three (3) months or twelve (12) weeks' based on the employee taking the first three (3) weeks' leave from the workplace (either paid or unpaid).
- The Company will cover week four (4) to week twelve (12) in payments to ensure there is no loss of income for employees. The maximum period for which an TSC is payable is 104 weeks, exclusive of the three (3) month waiting period.
- 16.5 The TSC payment will cease when and if:
- (a) the employee ceases to be totally and temporarily incapacitated and is assessed as totally and permanently incapacitated; or
 - (b) in the opinion of the Company's insurer or agent the employee is no longer totally incapacitated; or
 - (c) the employee turns 65 years of age; or
 - (d) the employee's employment with the Company ceases.
- 16.6 An employee who wishes to claim an TSC benefit is required to provide information, including medical reports and test results; and attend for medical assessments and evaluations as required from time to time by the Company and/or its insurers and/or any agent or consultant that the Company may appoint for the purpose of managing the provision of the TSC.
- 16.7 Annual, Long Service and Sick Leave will not accrue for any period where a TSC is payable.
- 16.8 The Company reserves the right to insure some or all of the risk associated with the provision of the TSC with one or more insurers of its choice.

- 16.9 Employees who are unable to attend work as a result of illness or injury will be paid 75% of their average weekly earnings (averaged over the previous six (6) month period) for a maximum period of up to two (2) years. This benefit will become available after three (3) month's off work.
- 16.10 Employees will be required to provide information, including medical reports; and also attend medical assessments as required by the Company or its insurers or agents.
- 16.11 The Company will pay the initial premium for income protection and will continue to do so at that level, subject to price adjustments by the insurance provider, but not including adjustments which are based on the claims history of the Laverton North site. Employees covered by the Temporary Salary Continuance scheme will meet equally any future increase in TSC premium based on the claims history of the Laverton North site.

17. Superannuation

The Company agrees to contribute superannuation on the employee's behalf at the minimum level required by legislation (currently 9.5% of an employee's ordinary time earnings up to the maximum contribution base). Employees may choose a complying Superannuation fund. If they do not choose a fund, contributions will be made on their behalf to the Landis+Gyr default fund (the Landis & Gyr Superannuation Plan).

Employees may elect to make their own personal contribution towards superannuation, however there are age-based contribution limits for tax deductibility purposes for any money contributed to superannuation on a pre-tax basis including contributions made by the Company plus the employee's own contributions. Limits vary from year to year.

The Company encourages its employees to make their own personal contribution towards superannuation and, on application from an employee, approve salary sacrifice arrangements based on legal and administration considerations.

18. Consultation

18.1 This clause applies if the Company:

(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

18.2 For a major change referred to in paragraph (18.1)(a):

(a) the Company must notify the relevant employees of the decision to introduce the major change; and

(b) subclauses (18.3) to (18.9) apply.

18.3 The relevant employees may appoint a representative for the purposes of the procedures in this clause.

18.4 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 Company of the identity of the representative;

the Company must recognise the representative.

18.5 As soon as practicable after making its decision, the Company 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 Company is taking to avert or mitigate the adverse effect of the change on the employees; and

(b) for the purposes of 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.

18.6 However, the Company is not required to disclose confidential or commercially sensitive information to the relevant employees.

18.7 The Company must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

18.8 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 Company, the requirements set out in paragraph (18.2)(a) and subclauses (18.3) and (18.5) are taken not to apply.

18.9 In this clause, 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 Company'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

18.10 For a change referred to in paragraph (18)(b):

- (a) the Company must notify the relevant employees of the proposed change; and
- (b) subclauses (18.11) to (18.15) apply.

18.11 The relevant employees may appoint a representative for the purposes of the procedures in this clause.

18.12 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 Company of the identity of the representative;

the Company must recognise the representative.

18.13 As soon as practicable after proposing to introduce the change, the Company 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 Company reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the Company 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).

18.14 However, the Company is not required to disclose confidential or commercially sensitive information to the relevant employees.

18.15 The Company must give prompt and genuine consideration to matters raised about the change by the relevant employees.

18.16 In this clause:

"relevant employees" means the employees who may be affected by a change referred to in subclause (18.1).

19. Employee Representatives

The Company will recognise duly elected or appointed employee representatives, who are appointed by employees as their nominated representatives.

Subject to notifying their supervisor, the employee representatives shall be allowed reasonable access and opportunity during paid working hours to meet employees and Company representatives in order to attend to legitimate employee representative's matters affecting the employees they represent.

When needed, employee representatives shall be provided with access to such facilities as telephone and photocopier.

Employee representatives shall not suffer loss of pay for attending meetings or for attending to official matters provided that reasonable notice is given.

20. Facilities

The Company shall provide facilities necessary to ensure the adequate occupational health, safety and welfare of its employees including the provision of lockers, drinking and boiling water, appropriate personal protective equipment, heating, cooling and ventilation and rest room facilities.

Differences of opinion as to the adequacy of facilities shall be dealt with through the disputes settling procedure of this Agreement.

21. Uniforms and Protective Clothing

Employees are required to wear the uniform and protective clothing as provided by the Company. Employees will wear any such equipment deemed to be necessary by the Company from time to time. Uniform, protective clothing and footwear will be supplied upon employment and replaced on an as needs basis or fair wear and tear by exchanging old for new within a timely manner.

All items provided by the Company must be returned upon termination of employment.

22. Redundancy

22.1 Application of this clause

This clause applies to Full time and Part-time employees, however it has no application to:

- (a) a casual employee;
- (b) an employee who is employed for a specified period of time or for a specified task;
- (c) a trainee;
- (d) an apprentice;
- (e) an employee whose employment is terminated by the Company:
 - o because of the ordinary and customary turnover of labour; or
 - o due to the employee's serious misconduct;
- (f) an employee who resigns (except in circumstances where the provision of clause 22.5.1 applies);
- (g) an employee who is terminated by the Company as a consequence of disciplinary issues;
- (h) an employee who retires early;
- (i) an employee who dies (except where the employee, whilst in employment with the Company, had already received notification of redundancy and/or where the employee had volunteered for redundancy and worked in the designated area(s) of the Establishment that had been identified for redundancy); or
- (j) any other employee who is not entitled to redundancy under the Act.

22.2 Process and Criteria for Determining Redundancy

22.2.1 Reasons for Redundancy

- (a) A Full time or Part-time employee whose employment is terminated:
 - (i) at the initiative of the Company because the Company no longer requires the job done by the employee to be done by anyone; or
 - (ii) because of the insolvency or bankruptcy of the Company,
is entitled to redundancy pay under the Act.
- (b) By way of example, redundancy at the Establishment may result from:
 - (i) protracted downturn in trading;
 - (ii) restructuring of work systems through improved work practices and/or the introduction of technology;
 - (iii) changes in the range of products manufactured and/or assembled;

- (iv) relocation of duties to another part of the business;
- (v) duties being non-cost effective; and
- (vi) closure of the business.

22.3 Process and Selection

On notification by the Company of redundancies, individual employees will be asked to express their interest in accepting an offer of voluntary redundancy.

An employee who lodges a formal expression of interest in volunteering for redundancy will receive an indicative statement of their payment entitlements on termination as well as be offered the services of an accredited independent financial advisor who is agreed between the parties as acceptable to provide such advice.

In assessing expressions of interest, the Company will maintain its prerogative to retain key skills from specific areas or from specific classifications.

Employees will be selected for voluntary termination on the basis of a combination of the following criteria:

- Current level of skill
- Potential for future skill acquisition
- Labour flexibility
- Work performance
- Overall ability to meet the future needs of the operation

Where a greater number of employees indicate their desire to accept voluntary redundancy than is required by the Company, the selection will be made on the basis of the criteria as set out in this subclause.

Where there are fewer numbers of employees indicating their intention to accept voluntary redundancy than meets the Company's needs, the selection of voluntary and involuntary redundancies will be made on the basis of the criteria as set out in this subclause.

22.4 Redundancy Payments

22.4.1 Notice

The Company can terminate the employment of a Full time or Part-time employee in circumstances identified in clause 22.2.1(a), by providing the employee with notice or payment in lieu of part or all of that notice, as specified in clause 23.1.

22.4.2 Severance

- (i) An employee whose employment is terminated by the Company in circumstances identified in clause 22.2.1 will receive four (4) week's

pay for every year of continuous service with the Company pro-rated for completed months provided that the total severance payment not including notice, will not exceed eighty-five (85) week's pay; and

- (ii) In addition to the entitlements contained in this subclause, an employee with more than twenty (20) years service shall receive an additional \$500 for every year of service with the Company, prorated for each completed month, up to a ceiling of twenty-five (25) years' service.
- (a) An employee who has completed five (5) years or more continuous service will receive a pro-rata payment of their long service leave as accrued at the applicable rate to their period of service.
- (b) For the purposes of this clause a "week's pay" will be calculated based upon the employee's base rate of pay for his or her ordinary hours of work, but not including any of the following:
 - (i) incentive-based payments and bonuses;
 - (ii) loadings;
 - (iii) monetary allowances;
 - (iv) overtime or penalty rates; and
 - (v) any other separately identifiable amounts.

22.4.3 Sick Leave

Full-time and Part-time Employees who are terminated under this clause, and who were employed by the Company before 1 April 2012, will receive a payment for the value of untaken sick leave, up to a maximum of fifteen (15) weeks, standing to their credit at the time of termination of employment.

22.4.4 Annual Leave

A loading of 17.5% will be paid on all accrued annual leave payable on termination of an employee's employment.

22.5 Outplacement

The outplacement program will include the following support activities:

Active Job Seeking

- Employees will be given reasonable time off to attend interviews on the basis that they can cite the location and time of the interview.
- Where a person seeks more than two (2) interviews during the course of the week, they may be required to work additional hours to make up the time for the third and/or fourth interview or alternatively subtract leave.
- Employees attending interviews should indicate to their prospective employer that they are obligated to attend work until their termination date, however they are at liberty to negotiate an early release.

- Where early release occurs, the agreed date for exiting will also serve as the termination date for redundancy calculation.

Professional Consultants

- Apart from the assistance rendered by Landis+Gyr's Human Resources and Operations Management, a professional consultant may be engaged to coordinate the outplacement activities.

Job Readiness and Career Assessment

- Exiting employees will be trained in:
 - preparing a resume and application letter;
 - searching for an appropriate job;
 - interview skills; and
 - basic PC skills, i.e. how to create, save and file a document.
- Career assessment and career counseling.
- Referral to a recruitment agency.

Financial Planning

- An outline of how best to budget and invest monies.

Social Security and Related Government Support

- Advice on available benefits provided by the government when one is unemployed.
- An outline of available government programs associated with retraining and job placement.

22.6 Transfer of business

22.6.1 This clause will have no application to an employee where before or after the date of this Agreement, there is a transfer of business from the Company (the **transmittor**) to another employer (**the transmittee**) under the Act and:

- (a) where the employee accepts employment with the transmittee which recognises the period of continuous service the employee had with the transmittor to be continuous service with the transmittee; or
- (b) where the employee rejects an offer of employment with the transmittee:
 - (i) 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 transmittor; and
 - (ii) which recognises the period of continuous service which the employee had with the transmittor and any prior transmitter to be continuous service with the transmittee.

22.6.2 The Company may apply to the FWC to vary the amount of redundancy pay the Company is required to pay to an employee under clause 22.4.2, if the Company obtains other acceptable employment for the employee or for other reasons set out in the Act.

23. Notice of termination by the Company

23.1 Subject to the provisions of this clause, the Company can terminate the employment of a Full time or Part-time employee by providing the employee with written notice, or a payment in lieu of a part or all of that notice, according to the following table:

Length of service	Employee younger than 45 years of age	Employee 45 years of age and older
Less than one year	two weeks' notice	two weeks' notice
One year but less than two years	three weeks' notice	three weeks' notice
Two years but less than three years	three weeks' notice	four weeks' notice
Three years and over	four weeks' notice	five weeks' notice

23.2 If the Company decides to provide an employee with a payment in lieu of a part or all of the notice specified in clause 23.1, the Company will pay to the employee an amount equal to the amount the Company would have been liable to pay to the employee including any loadings, allowances, and overtime or penalty rates, for the hours the employee would have worked had the employee's employment continued to the end of the notice period.

23.3 The Company can terminate the employment of an employee with notice in writing effective immediately for serious misconduct, and if that occurs, the employee will only be paid their wages and entitlements up to the time their employment ends.

23.4 The Company can terminate the employment of a Casual employee by giving one (1) hours' notice.

23.5 The provisions of this clause will not apply to:

- (a) an employee who is entitled to notice under clause 22.4.1;
- (b) an employee employed for a specified period of time, for a specified task or for the duration of a specified season;
- (c) trainees; or
- (d) an employee who is not entitled to notice under the Act.

24. Termination by an employee

- 24.1 A Full time or Part-time employee can terminate their employment with the Company by providing the Company with notice in writing as specified in clause 23.1 (other than in circumstances where clause 22.2.1 applies).
- 24.2 If an employee provides the Company with notice under clause 22.1, the Company may, at its absolute discretion, elect to provide the employee with a payment in lieu of part or all of that notice.
- 24.3 If the Company decides to provide an employee with a payment in lieu of a part or all of the notice specified in clause 24.1, the Company will pay to the employee an amount equal to the amount the Company would have been liable to pay to the employee including any loadings, allowances, and overtime or penalty rates, for the hours the employee would have worked had the employee's employment continued to the end of the notice period.
- 24.4 A Casual employee can terminate their employment with the Company by giving one (1) hours' notice.

25. No Extra Claims

Up to the date specified in clause 8.2 of this Agreement, the parties covered by this Agreement will not pursue any extra claims relating to wages or changes to conditions of employment or any matters related to employment whether dealt with in this Agreement or not, provided that this clause will not prevent the company from asking employees to approve a variation to this Agreement under the Act.

Up to the date specified in clause 8.2 of this Agreement, this Agreement covers all matters or claims which could otherwise be the subject of protected action under the Act and its amendments.

Up to the date specified in clause 8.2 of this Agreement the parties will not engage in protected action under the Act.

26. Employee Entitlements

The Company understands the concern of employees in respect of the security of accrued entitlements and is favourably disposed to provide assurances to employees that their entitlements are being treated properly according to prevailing corporate standards.

Accordingly, the Company will engage an independent audit authority, once per calendar year, to provide statements that the Company is correctly accounting for and reporting accurately, the status of employee entitlements.

The Company will provide the details of an employee's accrued entitlements (i.e. annual leave, sick leave and leisure bank) on their payslips each pay period.

27. Dispute Resolution Procedure

- 27.2.1 This clause applies to a dispute that relates to:

- (a) a matter arising under this Agreement; or
- (b) the National Employment Standards;

27.2.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause. The Company may also appoint a representative for the purposes of the procedures in this clause.

27.2.3 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 direct manager. The parties to the dispute will allow reasonable time to attempt to resolve the dispute.

27.2.4 If the discussions referred to in clause 27.2.3 fail to resolve the dispute, the employee or the relevant supervisors and/or direct managers may refer the matter to more senior management within the Company's business. The parties to the dispute will allow reasonable time to attempt to resolve the dispute.

27.2.5 If the discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the FWC.

27.2.6 The FWC may deal with the dispute in two stages:

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

Note: if the FWC arbitrates a dispute, it may also use the powers that are available to it under the Act. A decision that the FWC makes when arbitrating a dispute is a decision for the purposes of Div 3 of Part 5.1 of the Act. Therefore an appeal may be made against the decision.

27.2.7 While the parties are trying to resolve the dispute using the procedures in this clause:

- (a) an employee must continue to perform their 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 Company to perform other available work at the same workplace, or at another workplace, unless:
 - (i) the work is not safe; or

- (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
- (iii) the work is not appropriate for the employee to perform; or
- (iv) there are other reasonable grounds for the employee to refuse to comply with the direction.

28. Union Dues

The Company will continue to deduct union dues from the wages of employees who are members of the AMWU or the CEPU for remittance to the union, provided that the employee (or if the employee is under 18, the employee's parent or guardian) authorises the Company to do so.

29. Union Officials

An official or officer of the AMWU or the CEPU shall have the right to enter the Company's premises in accordance with the Act. The Company will consider requests for meetings between employees and the AMWU or the CEPU representative on a case by case basis.

30. Abandonment of Employment

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

Provided that if within a period of 14 days from their last attendance at work or the date of their 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 Company that they were absent for reasonable cause, they shall be deemed to have abandoned their employment.

Termination of employment by abandonment in accordance with this subclause shall operate as from the date of the last attendance at work or the last day's absence in respect of which consent was granted, or the date of the last absence in respect of which notification was given to the Company, whichever is the later and the ending of the employee's employment will be taken to be a termination at the initiative of the employee.

31. Absence from Duty

Unless a provision of the Agreement states otherwise (e.g. Personal/carer's leave), an employee not attending for duty will lose their pay for the actual time of such non-attendance.

32. Individual flexibility agreements

32.1 The Company and an employee may agree to make an individual flexibility arrangement (“IFA”) to vary the effect of the terms of this Agreement if:

- (a) the IFA deals with one or more of the following matters:
 - arrangements about when work is performed;
 - a 15 minute tea break, paid at the rate prevailing at the time and granted two hours after the start of an employee’s ordinary hours;
 - up to 5 rostered days off may be banked in a calendar year and may be taken at a time agreed with the employee and the Company by the employee giving four week’s notice, but subject to the provisions in clause 11.14;
- (b) the arrangement meets the genuine needs of the Company and the employee in relation to one or more of the matters referred to in subclause 32.1(a); and
- (c) the arrangement is genuinely agreed to by the Company and the employee.

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

- (a) are about permitted matters under section 172 of the Act;
- (b) are not about unlawful terms under section 194 of the Act;
- (c) result in the employee being better off overall than the employee would have been if no arrangement was made.

32.3 The Company must ensure that the IFA:

- (a) is in writing;
- (b) includes the name of the Company and the employee;
- (c) is signed by the Company and the employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee;
- (d) includes details of:
 - the terms of this Agreement that will be varied by the arrangement;
 - how the arrangement will vary the effect of the terms; and
 - 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) states the day on which the arrangement commences.

32.4 The Company must give the employee a copy of the IFA within 14 days after it is agreed to.

32.5 The Company or the employee may terminate the IFA:

(a) by giving 28 days written notice to the other party to the arrangement; or

(b) if the Company and the employee agree in writing at any time.

33. Journey Cover Benefits

The Company will continue to provide journey cover benefits for employees travelling to and from work on their normal route incorporating any reasonable diversion or interruption in accordance with State legislation.

34. Review of the operation of this Agreement

Management, employees and employee representatives will periodically meet to review the operation of the Agreement.

SCHEDULE 1

Landis+Gyr Classification Structure



Last updated: 1 Apr 2020

Competencies	Indicative Tasks	Classification Levels				
		C13	C12	C11	C10	C9
Company Core Values	Warehouse Operations	•	•	•		
	Domestic Gas - Meters	•	•			
	Domestic Gas - Regulators	•	•			
	Domestic Gas - Powder Coat	•	•	•		
	Electricity Meters	•	•			
	Electricity Meters - Repairs					•
	Industrial Gas		•	•	•	
	Maintenance					•
	Company Core Values		C13	C12	C11	C10
Committed to Quality	Strives for quality, efficiency and effectiveness in every aspect of work. Is committed to high quality standards and appropriate detail orientation. Traces problems to the root of the issues and strives for continuous improvement. Initiates action to correct quality or notifies others of quality issues as appropriate.	•	•	•	•	•
Customer Focus	Ensures that the customer perspective is a driving force behind business decisions and activities. Develops and implements practices and solutions that anticipates and meets customer's and organization's needs. Interpersonal skills and personal attributes required for success in the role include factors such as time management (i.e., response time), communication, relationship building, etc.	•	•	•	•	•
Innovative Spirit	Is open minded to new ideas or perspectives. Challenges the status quo; continuously looks for new and better ways of doing things. Is prepared to consider new or unconventional approaches. Provides others with needed support and resources to pursue innovative ideas.	•	•	•	•	•
Trusted Partner	Conducts business in an open, honest and transparent manner. Develops collaborative relationships to facilitate the accomplishment of work and business goals. Takes ownership and responsibility for completing work as contracted with partner. Interpersonal skills and personal attributes required for success in the role include factors such as dependability, flexibility, team work, etc.	•	•	•	•	•
Quality Improvements		C13	C12	C11	C10	C9
	Provide on the job training to new employees (including Contractors) according to Safe Work Method Statements and Material Handling Procedures		•	•	•	•
	Plan work and where necessary deal with unforeseen circumstance as work progresses	•	•	•	•	•
	Inward goods quality inspection of various products as selected by the Quality team	•	•	•	•	•
	Participate in quality improvement within the operation	•	•	•	•	•
	Document reading and Interpretation	•	•	•	•	•
	Participate in team based environment	•	•	•	•	•
	Accessing and organising information to meet production order (PO) requirements. Such duties include verbal reporting, feedback about the PO, accessing and recording data for PO requirements, undertake inventory cycle counts. This may use basic computer data input.	•	•	•	•	•
	Perform basic calculations using addition, subtraction, division and multiplication to meet job requirements e.g. Quantities for PO reporting, material requirements for production or to meet stores and finished product for dispatch requirements.	•	•	•	•	•
	Perform computer operations for data collection. E.g. processes, stock control	•	•	•	•	•
Environment, Health & Safety		C13	C12	C11	C10	C9
	Undertake environment, health and safety activities in the workplace. Conduct housekeeping activities according to company policies and procedures as required	•	•	•	•	•
	Identify and report potential risks or hazards in the work area	•	•	•	•	•
	Use correct manual handling techniques	•	•	•	•	•
	Work safely with electrical equipment and or products. Follow appropriate health and safety procedures, utilize safety equipment such as isolation transformers	•	•	•	•	•
	Work safely with industrial chemicals and materials e.g. solvents etc.	•	•	•	•	•
	Understand and comply with incident and near miss reporting	•	•	•	•	•
	Understand and comply with Emergency Evacuation Plan and procedure	•	•	•	•	•
	Correct use of Personal Protective Equipment (PPE)	•	•	•	•	•
	Understand and comply with environment, health and safety policies and procedures	•	•	•	•	•
Warehouse Operations		C13	C12	C11	C10	C9
Handling Stock	Package goods	•	•	•		
	Use inventory systems (SAP) to organize stock control		•	•		
	Administer inventory procedures to maintain inventory accuracy		•	•		
	Replenish stock	•	•	•		
	Participate in stocktake and/or cycle counts		•	•		
	Apply quality procedures	•	•	•		
Pick & Process Production Orders	Pick and process material for production orders using in-house documentation and procedures	•	•	•		
	Create pool list or production orders using in-house documentation and procedures		•	•		
Undertake Warehouse Dispatch Process	Pick goods for dispatch as per pick and process order	•	•	•		
	Create and process T/O to D/O. Create AirRoad and Audit Sheets		•	•		
	Identify final product/pallet details and prepare for storage or dispatch		•	•		
RMA Processes	Ensure RMA processing is undertaken in accordance with procedures		•	•		
Warehouse Receival Process	Undertake warehouse receival process. Receive product complete documentation and place in appropriate storage locations		•	•		
	Check received products for quality and quantity		•	•		
	Complete necessary documentation accurately and timely		•	•		
Operate basic, material handling equipment	Operate a material handling equipment	•	•	•		
	Check and assess occupational capability of equipment	•	•	•		
Operate advanced material handling equipment	Conduct advanced forklift operations e.g. high or reach forklift	•	•	•		
	Check and assess occupational capability of equipment	•	•	•		
Load Handling	Handle Dangerous and Hazardous Goods		•	•		
	Load Goods/Cargo		•	•		
	Unload Goods/Cargo	x	•	•		
	Undertake 7 point container checks		•	•		
	Manage waste management activities		•	•		
Documentation and Calculation	Maintain Control of Records in a centralised record keeping system		•	•		
	Calculate Mass, Area and Quantify Dimensions		•	•		
	Prepare Workplace Documents		•	•		
	Consolidate Manifest Documentation		•	•		
	Be capable of preparing export documents		•	•		
Customer Service	Co-ordinate Quality Customer Service	•	•	•		
	Apply Customer Service Skills	•	•	•		
Computers and Technology	Use Computer Applications SAP, Microsoft applications	•	•	•		
	Use Info technology Devices in the Workplace (RF, Printing etc.)	•	•	•		
	Internet based applications and sites		•	•		

Domestic Gas - Meters		C13	C12	C11	C10	C9
	All meter preparation and assembly operations (including pre-calibration)	•	•			
	Meter run-in bench process	•	•			
	Water tank leak test & check	•	•			
	Sealing bench X2 operations	•	•			
	Printing of meter index labels	•	•			
	Packing of meters and palletising	•	•			
	Changing and cleaning of the water test tanks	•	•			
	Plot rate testing	•	•			
	MAPS meter testing		•			
	All CAPS meter testing		•			
	EVS testing		•			
Domestic Gas - Regulators		C13	C12	C11	C10	C9
	All series Regulator preparation and assembly operations, including printing labels and orifice check	•	•			
	300 series Regulator FTS bench testing	•	•			
	300 & 107 series Regulator w ater tank leak testing	•	•			
	Packing of regulators and palletising	•	•			
	504 Index preparation and assembly	•	•			
	Meter Bar assembly, w ater test and pack	•	•			
	Changing and cleaning of the water test tanks	•	•			
	Setting up of the FTS bench for each spec and changing the sealing rubbers		•			
	300 & 107 series Regulator repairs of failed units		•			
Domestic Gas - Powder Coat		C13	C12	C11	C10	C9
	Load and unload of the line for parts and hooks	•	•	•		
	Assembly operations before and after powder coat of bearing pot, nipple, etc.	•	•	•		
	Placing finished parts on pallets and trolleys for assembly lines / dispatch	•	•	•		
	Organising of pallets from the Warehouse as required	•	•	•		
	Preparation and spray painting of anti-fog coating for meter index lenses	•	•	•		
	Spray booth end shift clean out & assist scheduled tanks / chemical change	•	•	•		
	Day to day running of the chain and powder coat line maintenance schedule		•	•		
	All operations / requirements classified in C13 above		•	•		
	Running the spray booth and adjustments to guns, powder and color change			•		
	Daily checks / testing of the chemical tanks and controlling of the titration			•		
	Stock controlling and organising replenishment w th Warehouse			•		
Electricity Meters		C13	C12	C11	C10	C9
	Meter preparation for the test boards (unpack, labels, FTS, RMA FTS, NIC assembly, etc.)	•	•			
	General sealing, packing, audit and palletising of all meters	•	•			
	Volt check testing for Poly Phase meters	•	•			
	NIC comm's module assembly for CHED Poly & Single Phase meters	•	•			
	Com's module (CAT-M, etc.) testing, packing and palletising (ACP)	•	•			
	Pad printing process - Meter terminal print & E1000 front cover print	•	•			
	Meter/Module property number and associated packaging label printing		•			
	Capable of calibration, verification and customization of meters/ SRO using test boards		•			
	Assembly of U3351 Poly Phase meters (box build)		•			
	Setup of meter terminal pad printing machines		•			
	Setup and running of the meter Laser Engraving machine		•			
	RMA meter preparation, check and test process line (RMA Production Line)		•			
Electricity Meters - Repairs		C13	C12	C11	C10	C9
	Diagnosis, document, upgrade and repair of electricity RMA field meters					•
	Diagnosis, document and repair of electricity Production failed meters					•
	Diagnosis, document and repair of Com's Module RMA's (w here possible)					•
	Diagnosis, document and repair of Prod. Com's Module rejects (w here possible)					•
	Support assembly of U3351 Poly Phase meters (box build)					•
	Analysis reporting of RMA's or special investigation tasks					•
	Validation of new Customer Programs (first off production meter check)					•
Industrial Gas		C13	C12	C11	C10	C9
	Masking and Painting of Industrial gas products		•	•	•	
	Sounding Cell testing and sealing of Industrial gas products		•	•	•	
	Water tank leak test & check		•	•	•	
	Regulator work orders, changes, testing, labelling & fault diagnosis		•	•	•	
	AL425 meter pulse index assembly		•	•	•	
	Fault diagnosis / strip down and repair of Industrial diaphragm meters			•	•	
	Snip 2 testing - full competence			•	•	
	Snip 4 & 5 testing - full competence			•	•	
	Fault diagnosis / strip down and repair of Industrial Rotary and turbine meters				•	
Gas Field Services		C13	C12	C11	C10	C9
	Field services technical support				•	
Maintenance		C13	C12	C11	C10	C9
Electrical						
	Commission, repair and maintain plant machinery and equipment					•
	Management of maintenance tasks through the use of SAP or similar program					•
	Repair or replace electrical devices and control components					•
	Design, construction and documentation of electrical control cabinets/boxes for new testing equipment					•
	Repair or replace control devices as needed					•
	Able to set up and proficiently use maintenance related equipment and hand tools safely					•
	Fabrication and modification of new and existing equipment and tooling					•
	Perform appliance testing (Test & Tag) to new and existing equipment and tools					•
	Assistance in management of contractors in the service and repair of plant equipment and processes					•
	Participates in plant safety, health and environmental programs					•
	Support engineering department in facility projects					•
	Conduct repair and maintenance works across the facility					•
Mechanical						
	Commission, repair and maintain plant machinery and equipment					•
	Management of maintenance tasks through the use of SAP or similar program					•
	Able to set up and proficiently use maintenance related equipment and hand tools safely					•
	Fabrication and modification of new and existing equipment and tooling					•
	Assistance in management of contractors in the service and repair of plant equipment and processes					•
	Participates in plant safety, health and environmental programs					•
	Support engineering department in facility projects					•
	Conduct repair and maintenance works across the facility					•
	Repair or replace devices such as pneumatic hand tools, jigs and fixtures, mechanical presses etc. as needed					•
	Provide knowledge and opinion on mechanical components throughout associated projects					•

SCHEDULE 2

Table of rates from 1 October 2020 to 31 March 2024

Classification Level	1 October 2020 Hourly Rate	1 April 2021 Hourly Rate	1 April 2022 Hourly Rate	1 April 2023 Hourly Rate
	3.00% increase	3.00% increase	2.75% increase	2.75% increase
C13	\$28.5748	\$29.4320	\$30.2414	\$31.0730
C12	\$29.9131	\$30.8105	\$31.6578	\$32.5284
C11	\$30.7894	\$31.7131	\$32.5852	\$33.4813
C10	\$35.8403	\$36.9155	\$37.9307	\$38.9738
C9	\$39.3613	\$40.5422	\$41.6571	\$42.8026

Signatories

Signed for and on behalf of Landis & Gyr Pty Ltd (ABN 78 002 894 224) by its authorised representative:



**50 CYANAMID STREET,
LAVERTON NORTH VIC 3026**

Signature

Print address

Robert Gobaira

10 June 2020

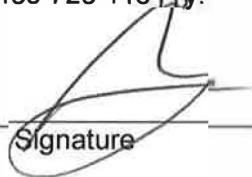
Print name

Print date

MANUFACTURING MANAGER

Explanation of the person's authority to sign the agreement

Signed for and on behalf of the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, known as the Australian Manufacturing Workers' Union ("AMWU") (ABN 59 459 725 116) by:



251 Queensberry St, Carlton Sth, 3053
Print address

Luciano Malgovi

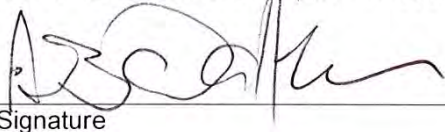
June 23, 2020

Print name

Print date

Assistant State Secretary
Explanation of the person's authority to sign the agreement

Signed for and on behalf of the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia ("CEPU"), Plumbing Division Victorian Divisional Branch (ABN 17 685 414 428) by:



52 VICTORIA ST CARLTON SOUTH 3053
Print address

ANDREW WALLACE

24/06/2020

Print name

Print date

CEPU VIC BRANCH ASS STATE SECRETARY, PLUMBING DIVISION.
Explanation of the person's authority to sign the agreement