



## DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**Keech Foundry Pty Limited**  
(AG2019/764)

### **KEECH FOUNDRY PTY LIMITED COLLECTIVE AGREEMENT 2019**

Manufacturing and associated industries

COMMISSIONER WILSON

MELBOURNE, 3 SEPTEMBER 2019

*Application for approval of the Keech Foundry Pty Limited Collective Agreement 2019.*

[1] An application has been made for approval of an enterprise agreement known as the *Keech Foundry Pty Limited Collective Agreement 2019* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Keech Foundry Pty Limited. The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. The undertakings are taken to be a term of the agreement.

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[4] The “Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union” known as the Australian Manufacturing Workers’ Union (AMWU) 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.

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 10 September 2019. The nominal expiry date of the Agreement is 3 September 2022.

  
  
COMMISSIONER

[2019] FWCA 6137

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## Annexure A

### IN THE FAIR WORK COMMISSION

**FWC Matter No.:**  
AG2019/764

**Applicant:**

**Keech Foundry Pty Limited ACN 002 888 600**

Section 185 – Application for approval of a single enterprise agreement

### Undertaking- Section 190

I, Brent Bruns, Human Resources Manager for Keech Foundry Pty Limited ACN 002 888 600 (the "Company") give the following undertakings with respect to the Keech Foundry Pty Limited Collective Agreement 2019 ("the Agreement")

1. I have the authority given to me by the Company to provide this undertaking in relation to the application before the Fair Work Commission.
2. The Company undertakes that with effect from 1 July 2019, clause 15.5.1 of the Agreement is amended to delete "\$0.48 per hour extra" and replace it with "\$0.80 per hour extra".
3. The Company undertakes that no employees are generally required to be rostered on standing by. Where, due to operational requirements, it is necessary for an employee to be rostered to be standing by in accordance with the terms of clause 19.7 of the Agreement, the Company undertakes that:
  - a) where the employee's gross earnings are less than the amount which is payable under the terms of the Manufacturing and Associated Industries Occupations Award 2010 (**Award**) for those hours, the employee will be paid greater than the amount payable under the terms of the Award, in lieu of the amount payable under the terms of the Agreement; and
  - b) employees who undertake standby duties will be the subject of monthly reconciliations by the Company to ensure that employees are better off than they otherwise would have been under the Award. If at the conclusion of a reconciliation an employee has received a lesser entitlement than other under the Award then the employee will be paid the difference between the remuneration plus 1% of the difference, in lieu of the amount payable under the terms of the Agreement.
4. The Company undertakes that where an employee carries out higher duties in accordance with the terms of clause 15.3 of the Agreement, then:
  - a) where the employee's gross earnings would be less than the amount which is payable under the terms of the Award for those hours worked, the employee will be paid greater than the amount payable under the terms of the Award, in lieu of the amount payable under the terms of the Agreement; and

SGE-258266-34-220-V3

- b) employees who undertake higher duties will be the subject of monthly reconciliations by the Company to ensure that employees are better off than they otherwise would have been under the Award. If at the conclusion of a reconciliation an employee has received a lesser entitlement than other under the Award then the employee will be paid the difference between the remuneration plus 1% of the difference, in lieu of the amount payable under the terms of the Agreement.
- 5. The Company undertakes that clause 34.1.6(b) will operate subject to the National Employment Standards such that where the National Employment Standards specify a period of notice for apprentices, that period of notice shall apply.
- 6. The Company undertakes that there are no continuous shiftworkers. Where, due to operational requirements, it is necessary for an employee to work as a continuous shiftworker, the Company undertakes that where their gross earnings under the Agreement would be less than the amount which would be payable under the terms of the Award for those hours worked, the employee will be paid greater than the amount payable under the terms of the Award, in lieu of the amount payable under the terms of the Agreement.
- 7. The Company undertakes that clause 19.1.1 is amended and will read as follows:  
*"19.1.1 Except as provided for in clauses 19.1.4, 19.9 and 19.10, for all work done:  
(a) in excess of the standard 40 hours in any week,  
(b) outside standard hours on any day or shift, as defined in clause 17.3,  
the overtime rate is time and a half for the first three hours and double time thereafter until completion of the overtime work."*  

The Company will ensure that the wages paid or benefits accrued to an employee working overtime as specified under clause 19.1.1(a) of the Agreement will be paid or accrued in excess of the equivalent classification and wage rate specified in the Award as well as any overtime.
- 8. In relation to reserved time that employees may accrue under clause 26 of the Agreement, for the avoidance of doubt the Company undertakes that:
  - a) reserved time accrues to allow employees to take a period of paid time off to be taken as agreed between the employee and the Company in accordance with clause 26.2 of the Agreement;
  - b) employees may also request that reserved time be cashed out in accordance with clause 26.4 of the Agreement;
  - c) employees who cash out any reserved time in accordance with the terms of clause 26.4 of the Agreement, will be the subject of monthly reconciliations by the Company to ensure that employees are better off than they otherwise would have been under the Award. If at the conclusion of a reconciliation, an employee has received a lesser entitlement than other under the Award, then the employee will be paid the difference between the remuneration plus 1% of the difference, in lieu of the amount payable under the terms of the Agreement.

SGE-258266-34-220-V3

9. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

A handwritten signature in black ink, consisting of a stylized 'V' shape followed by a horizontal line and a curved flourish.

Signature

30 - 08 - 2019

Date

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

## **Keech Foundry Pty Limited Collective Agreement 2019**

### **TABLE OF CONTENTS**

<b>1</b>	<b>TITLE .....</b>	<b>5</b>
<b>2</b>	<b>APPLICATION .....</b>	<b>5</b>
2.1	THE AGREEMENT WILL INCLUDE.....	5
2.2	THIS AGREEMENT WILL NOT INCLUDE .....	5
<b>3</b>	<b>PARTIES BOUND.....</b>	<b>5</b>
<b>4</b>	<b>DATE AND PERIOD OF OPERATION.....</b>	<b>5</b>
<b>5</b>	<b>OBJECTIVES OF THIS AGREEMENT .....</b>	<b>5</b>
<b>6</b>	<b>ANTI-DISCRIMINATION.....</b>	<b>6</b>
6.1	ANTI-DISCRIMINATION STAND.....	6
<b>7</b>	<b>DISPUTES SETTLEMENT PROCEDURE .....</b>	<b>6</b>
<b>8</b>	<b>FLEXIBILITY PROVISIONS .....</b>	<b>7</b>
8.1	INDIVIDUAL FLEXIBILITY ARRANGEMENTS .....	7
8.2	TERMS OF THE INDIVIDUAL FLEXIBILITY ARRANGEMENTS .....	7
8.3	TERMINATION OF THE INDIVIDUAL FLEXIBILITY ARRANGEMENT .....	8
<b>9</b>	<b>CONSULTATIVE MECHANISM AND PROCEDURES.....</b>	<b>8</b>
9.1	CONSULTATION TERM .....	8
<b>10</b>	<b>THE COMPANY AND EMPLOYEE DUTIES.....</b>	<b>10</b>
10.1	DIRECTION TO CARRY OUT DUTIES .....	10
<b>11</b>	<b>EMPLOYMENT CATEGORIES .....</b>	<b>10</b>
11.1	CASUAL EMPLOYMENT.....	10
11.2	CASUAL EMPLOYEE CONVERSION.....	11
11.3	QUALIFYING PERIOD.....	12
11.4	FULL-TIME EMPLOYMENT.....	12
11.5	PART-TIME EMPLOYMENT .....	13
11.6	EMPLOYMENT FOR A SPECIFIC PERIOD OF TIME OR A SPECIFIC TASK OR TASKS .....	13
11.7	APPRENTICES .....	14
<b>12</b>	<b>TRAINING .....</b>	<b>15</b>
12.1	INCREASING SKILL .....	15
<b>13</b>	<b>MULTI-SKILLING PAYMENT.....</b>	<b>16</b>
<b>14</b>	<b>OFF-SET CLAUSE .....</b>	<b>16</b>
14.1	EMPLOYEE BENEFITS .....	16
<b>15</b>	<b>CLASSIFICATIONS AND RATES OF PAY .....</b>	<b>16</b>
15.1	RATES OF PAY FOR ADULT EMPLOYEES.....	16
15.2	SKILL RECOGNITION & EMPLOYEE CLASSIFICATION STRUCTURE(S) .....	17
15.3	HIGHER DUTIES.....	17
15.4	ANNUAL INCREASE .....	17
15.5	ALLOWANCES .....	18
15.6	APPRENTICE PAY RATES.....	19
<b>16</b>	<b>PAYMENT OF WAGES.....</b>	<b>19</b>
16.1	PERIOD OF PAYMENT .....	19
16.2	METHOD OF PAYMENT.....	19
16.3	PAYMENT OF WAGES ON TERMINATION OF EMPLOYMENT.....	20

<b>17 HOURS OF WORK.....</b>	<b>20</b>
17.1 ORDINARY HOURS OF WORK .....	20
17.2 RESERVED TIME .....	20
17.3 STANDARD HOURS .....	20
17.4 STANDARD HOURS - WEEKDAY SHIFTS .....	20
17.5 ROSTER .....	21
17.6 REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS .....	21
17.7 DAYLIGHT SAVING.....	21
17.8 MAKE UP TIME .....	21
17.9 SPECIAL PROVISIONS FOR SHIFT WORKERS .....	21
17.10 AFTERNOON AND NIGHT SHIFT ALLOWANCES .....	21
17.11 SHIFT THAT CROSS OVER TWO DAYS.....	22
17.12 MEAL BREAKS .....	22
17.13 REST BREAKS DURING SHIFT .....	22
<b>18 ACCIDENT MAKE-UP PAY .....</b>	<b>22</b>
18.1 DEFINITIONS.....	22
18.2 WHAT IS ACCIDENT PAY?.....	23
18.3 CALCULATION OF ACCIDENT PAY .....	23
18.4 PART WEEK PAYMENTS .....	23
18.5 QUALIFICATION FOR PAYMENT .....	23
18.6 PERIOD OF PAYMENT.....	24
18.7 ABSENCE ON OTHER PAID LEAVE.....	24
18.8 NOTICE OF INJURY .....	24
18.9 MEDICAL EXAMINATION.....	24
18.10 REDEMPTION/OUTSTANDING PAYMENT .....	24
18.11 INSURANCE AGAINST LIABILITY .....	24
18.12 DEATH OF AN EMPLOYEE .....	24
<b>19 OVERTIME .....</b>	<b>24</b>
19.1 PAYMENT FOR WORKING OVERTIME.....	24
19.2 REQUIREMENT TO WORK REASONABLE OVERTIME.....	25
19.3 ONE IN, ALL IN DOES NOT APPLY .....	25
19.4 REST PERIOD AFTER OVERTIME.....	25
19.5 REST BREAKS ON AN OVERTIME SHIFT .....	26
19.6 CALL BACK .....	26
19.7 STANDING BY .....	26
19.8 SATURDAY WORK .....	26
19.9 SUNDAY WORK.....	26
19.10 PUBLIC HOLIDAY WORK.....	27
19.11 MEAL ALLOWANCE .....	27
19.12 TRANSPORT OF EMPLOYEES.....	27
<b>20 PUBLIC HOLIDAYS.....</b>	<b>27</b>
20.1 PRESCRIBED HOLIDAYS .....	27
20.2 PART-TIME EMPLOYEES .....	28
20.3 SUBSTITUTION OF CERTAIN PUBLIC HOLIDAYS WHICH FALL ON A WEEKEND .....	28
20.4 PAYMENT FOR TIME WORKED ON A PUBLIC HOLIDAY .....	28
20.5 PUBLIC HOLIDAYS FALLING DURING A PERIOD OF ANNUAL LEAVE.....	28
<b>21 ABSENCE FROM DUTY .....</b>	<b>28</b>
<b>22 STAND DOWN EMPLOYEES.....</b>	<b>28</b>
22.1 EMPLOYER MAY STAND DOWN EMPLOYEES IN CERTAIN CIRCUMSTANCES .....	28
22.2 EMPLOYEE NOT STOOD DOWN DURING A PERIOD OF AUTHORISED LEAVE OR ABSENCE	
	29
<b>23 PERSONAL / CARERS LEAVE .....</b>	<b>29</b>

23.1	ENTITLEMENTS .....	29
23.2	ACCRUAL RATE .....	29
23.3	TAKING PAID PERSONAL/CARER'S LEAVE.....	29
23.4	UNPAID CARER'S LEAVE .....	30
23.5	COMPASSIONATE LEAVE .....	30
23.6	NOTICE AND EVIDENCE REQUIREMENTS .....	31
<b>24</b>	<b>ANNUAL LEAVE.....</b>	<b>32</b>
24.1	ACCRUAL RATE .....	32
24.2	LOADING ON ANNUAL LEAVE .....	32
24.3	TAKING PAID ANNUAL LEAVE.....	32
24.4	PUBLIC HOLIDAYS FALLING IN A PERIOD OF LEAVE.....	32
24.5	HOW TO APPLY FOR ANNUAL LEAVE .....	32
24.6	PAYMENT FOR PERIOD OF ANNUAL LEAVE .....	33
24.7	SHUT DOWN PERIOD .....	33
24.8	DIRECTION TO TAKE LEAVE .....	33
24.9	CASHING OUT ANNUAL LEAVE AND PERSONAL LEAVE .....	33
<b>25</b>	<b>LONG SERVICE LEAVE .....</b>	<b>34</b>
25.1	COMPANY HISTORY .....	34
25.2	PROVISION OF LONG SERVICE LEAVE .....	34
25.3	ACCESS TO LONG SERVICE LEAVE .....	34
25.4	ACCESS TO LONG SERVICE LEAVE ON TERMINATION.....	34
<b>26</b>	<b>RESERVE TIME HOURS.....</b>	<b>34</b>
26.1	ACCRUAL RATE.....	34
26.2	TAKING RESERVED TIME.....	34
26.3	REQUESTING TO TAKE RESERVED TIME .....	34
26.4	CASHING OUT RESERVED TIME .....	35
26.5	DIRECTION TO TAKE LEAVE .....	35
26.6	PAYOUT OF RESERVED TIME ON TERMINATION .....	35
<b>27</b>	<b>COMMUNITY SERVICE LEAVE.....</b>	<b>35</b>
27.1	ENTITLEMENT TO BE ABSENT FROM EMPLOYMENT FOR ENGAGING IN ELIGIBLE COMMUNITY SERVICE ACTIVITY .....	35
27.2	MEANING OF ELIGIBLE COMMUNITY SERVICE ACTIVITY .....	35
27.3	JURY SERVICE .....	37
27.4	WITNESS LEAVE.....	37
<b>28</b>	<b>PARENTAL LEAVE.....</b>	<b>38</b>
28.1	ONE WEEK PAID LEAVE.....	38
28.2	GENERAL PROVISION .....	38
<b>29</b>	<b>DOMESTIC AND FAMILY VIOLENCE LEAVE.....</b>	<b>38</b>
<b>30</b>	<b>SUPERANNUATION.....</b>	<b>39</b>
30.1	EMPLOYER CONTRIBUTIONS .....	39
30.2	SUPERANNUATION FUND.....	39
30.3	VOLUNTARY EMPLOYEE CONTRIBUTIONS .....	39
<b>31</b>	<b>INCOME PROTECTION.....</b>	<b>39</b>
31.1	INCOME PROTECTION INVESTMENT .....	39
31.2	ABILITY TO CHANGE PROVIDER .....	39
<b>32</b>	<b>ABANDONMENT OF EMPLOYMENT .....</b>	<b>39</b>
<b>33</b>	<b>SUMMARY DISMISSAL .....</b>	<b>40</b>
<b>34</b>	<b>TERMINATION OF EMPLOYMENT .....</b>	<b>40</b>
34.1	NOTICE OF TERMINATION BY THE COMPANY .....	40
34.2	NOTICE OF TERMINATION BY EMPLOYEE .....	41



34.3	JOB SEARCH ENTITLEMENT .....	41
34.4	TRANSMISSION OF BUSINESS .....	41
<b>35</b>	<b>REDUNDANCY .....</b>	<b>42</b>
35.1	DEFINITIONS.....	42
35.2	VOLUNTARY REDUNDANCY .....	42
35.3	SEVERANCE PAY .....	42
35.4	ALTERNATIVE EMPLOYMENT .....	43
35.5	ACCESS TO LONG SERVICE LEAVE .....	43
35.6	TRANSMISSION OF BUSINESS.....	43
35.7	EMPLOYEES EXEMPTED .....	43
35.8	EMPLOYEE LEAVING DURING NOTICE PERIOD .....	44
35.9	JOB SEARCH ENTITLEMENT .....	44
35.10	TRANSFER TO LOWER PAID DUTIES .....	44
<b>36</b>	<b>SECURITY .....</b>	<b>44</b>
<b>37</b>	<b>HEALTH AND SAFETY .....</b>	<b>44</b>
37.1	FLU INJECTIONS .....	45
37.2	EMPLOYEE ASSISTANCE PROGRAM (EAP) .....	45
37.3	SMOKING.....	45
37.4	HEALTH CHECKS.....	45
37.5	HEALTH AND SAFETY PRESENTATIONS .....	45
<b>38</b>	<b>CATERED LUNCHESES.....</b>	<b>45</b>
<b>39</b>	<b>CIGARETTE LIGHTERS.....</b>	<b>45</b>
<b>40</b>	<b>HOUSEKEEPING .....</b>	<b>46</b>
<b>41</b>	<b>QUALITY ASSURANCE .....</b>	<b>46</b>
<b>42</b>	<b>COMMUNICATION.....</b>	<b>46</b>
<b>43</b>	<b>WASTE MANAGEMENT .....</b>	<b>46</b>
<b>44</b>	<b>MONITORING OF THIS AGREEMENT .....</b>	<b>46</b>
<b>45</b>	<b>FAIR WORK INFORMATION STATEMENT .....</b>	<b>46</b>
	<b>APPENDIX 1 - CLASSIFICATION STRUCTURE .....</b>	<b>49</b>
<b>1</b>	<b>CLASSIFICATION DEFINITIONS AND SKILL BASED CAREER PATHS.....</b>	<b>49</b>
<b>2</b>	<b>PROCEDURE FOR CLASSIFYING EMPLOYEES .....</b>	<b>49</b>
<b>3</b>	<b>FACILITATION OF IMPLEMENTATION .....</b>	<b>49</b>
<b>4</b>	<b>POINTS.....</b>	<b>49</b>
<b>5</b>	<b>CLASSIFICATION STRUCTURE .....</b>	<b>50</b>
<b>6</b>	<b>CLASSIFICATION DEFINITIONS.....</b>	<b>52</b>

## **1 Title**

This Agreement shall be known as the Keech Foundry Pty Limited Collective Agreement 2019 (“Agreement”).

## **2 Application**

### **2.1 The agreement will include**

This Agreement shall apply to all employees of Keech Foundry Pty Limited engaged at any of the following company establishments:

1. 14-28 Powell Street, Bendigo;
2. 30-46 Powell Street, Bendigo; and/or
3. 25 Hesling Court, East Bendigo,

and who undertake work covered by a classification set out in Appendix 1, except for those persons specified in clause 2.2.

### **2.2 This agreement will not include**

This Agreement will not apply to salaried employees or board members.

## **3 Parties bound**

The parties to this Agreement are:

- (a) Keech Foundry Pty Limited ACN 002 888 600 (“the Company”); and
- (b) all employees of the Company who are described in clause 2 of this Agreement.

## **4 Date and period of operation**

This Agreement shall operate from the date that is seven days after the date of its approval by the Fair Work Commission and have a nominal expiry date 3 years after the date of approval.

## **5 Objectives of this Agreement**

- 5.1.1 The purpose of this Agreement is to improve the health, safety, security, efficiency and productivity of the Company and its employees, the means by which are outlined in this Agreement.
- 5.1.2 Further commitment from both parties to work through the Consultative Committee to establish agreed bench marking and production indicators, including, but not limited to, absenteeism, quality, safety, deliveries, rejects and so forth.
- 5.1.3 It is the intention of those covered by this Agreement that this Agreement contain only those permitted matters under the *Fair Work Act 2009* (Cth) (“Fair Work Act”) and no provision contained within shall be less than the National Employment Standards contained in the Fair Work Act (the “National Employment Standards”). If a provision of this Agreement is less favourable, or changes to the National Employment Standards are made which render a provision of this Agreement less favourable, that provision is to be severed and replaced with the relevant National Employment Standard.
- 5.1.4 Subject to clause 5.1.3, this Agreement will regulate all conditions of employment and operates to the exclusion of, replaces and supersedes all other awards and industrial agreements.

## **6 Anti-discrimination**

### **6.1 Anti-discrimination stand**

- 6.1.1 It is the intention of the parties to this Agreement to respect and value the diversity of the workforce by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family or carer's responsibilities, pregnancy, religion, political opinion, national extraction or social origin or any association with, or in relation to, a person identified on the basis of any of these attributes.
- 6.1.2 Accordingly, in fulfilling their obligations under clause 7 - Disputes settlement procedure, the parties must make every endeavour to ensure that neither the provisions in this Agreement nor their operation are directly or indirectly discriminatory in their effects.
- 6.1.3 Nothing in this clause is to be taken to affect:
- (a) any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation; or
  - (b) any party to this Agreement, pursuing matters of discrimination in any State or Federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission.

## **7 Disputes settlement procedure**

- 7.1.1 If a dispute arises between the parties and relates to:
- (a) a matter arising under this Agreement; or
  - (b) the National Employment Standards;
- this clause sets out procedures to settle the dispute.
- 7.1.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause.
- 7.1.3 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.
- 7.1.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.
- 7.1.5 The Fair Work Commission may deal with the dispute in two 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.
- 7.1.6 If the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Fair Work Act.
- 7.1.7 A decision that Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Fair Work Act. Therefore, an appeal may be made against the decision.

- 7.1.8 While the parties are trying to resolve the dispute using the procedures in this clause:
- (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 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.
- 7.1.9 The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this clause.

## **8 Flexibility Provisions**

### **8.1 Individual Flexibility Arrangements**

The Company and employees covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement if:

- 8.1.1 the individual flexibility agreement deals with arrangements about when work is performed; when the employee is paid, overtime rates, penalty rates, allowances and leave loading;
- 8.1.2 the arrangement meets the genuine needs of the Company and employee in relation to 1 or more of the matters mentioned in clause 8.1.1; and
- 8.1.3 the arrangement is genuinely agreed to by the Company and employee.

### **8.2 Terms of the Individual Flexibility Arrangements**

- 8.2.1 The Company must ensure that the terms of the individual flexibility arrangement:
  - (a) are about permitted matters under section 172 of the Fair Work Act; and
  - (b) are not unlawful terms under section 194 of the Fair Work Act; and
  - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- 8.2.2 The Company must ensure that the individual flexibility arrangement:
  - (a) is in writing; and
  - (b) includes the name of the Company and employee; and
  - (c) is signed by the Company 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 this 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) states the day on which the arrangement commences.

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

### **8.3 Termination of the Individual Flexibility Arrangement**

8.3.1 The Company 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 Company and employee agree in writing — at any time.

## **9 Consultative mechanism and procedures**

### **9.1 Consultation Term**

9.1.1 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

9.1.2 For a major change referred to in clause 9.1.1(a):

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

(b) clauses 9.1.3 to 9.1.9 apply.

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

9.1.4 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.

9.1.5 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 any 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.
- 9.1.6 However, the Company is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 9.1.7 The Company must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 9.1.8 If a clause 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 clauses 9.1.2(a), 9.1.3 and 9.1.5 are taken not to apply.
- 9.1.9 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

- 9.1.10 For a change referred to in clause 9.1.1(b):
  - (a) the Company must notify the relevant employees of the proposed change; and
  - (b) clauses 9.1.11 to 9.1.15 apply.
- 9.1.11 The relevant employees may appoint a representative for the purposes of the procedures in this clause.
- 9.1.12 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.
- 9.1.13 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).

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

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

9.1.16 In this clause:

*relevant employees* means the employees who may be affected by a change referred to in clause 9.1.1.

## **10 The Company and employee duties**

### **10.1 Direction to carry out duties**

10.1.1 The Company may direct an employee to carry out such duties as are within the limits of the employee's skills, competence and training consistent with the classification structure of this Agreement provided that such duties are not designed to promote de-skilling.

10.1.2 The Company may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.

10.1.3 Any direction issued by the Company under this clause is to be consistent with the Company's responsibilities to provide a safe and healthy working environment.

## **11 Employment categories**

All employees will receive a letter of employment, outlining who they are employed by, their commencement date, status, position, classification level, number of hours of work and relevant rate of pay and Australian Business Number (ABN).

### **11.1 Casual Employment**

11.1.1 A casual employee will not have permanent hours or days of work and are paid on an hourly basis. A casual employee's spread of ordinary hours shall be as set out in clause 17 and their rate of pay shall be on the basis of the rates set out in clause 15.

11.1.2 A casual employee shall be paid an hourly rate equal to the basis of one thirty-eighth of the weekly wage of the full time rate for the work being performed plus a casual loading of 25%. The loading constitutes part of the casual employee's all purpose rate.

11.1.3 On each occasion a casual employee is required to attend work the employee is entitled to payment for a minimum of four hours work or for a pre-agreed period of time.

11.1.4 In order to meet his or her personal circumstances a casual employee may request and the Company may agree to an engagement for less than the minimum of four hours.

11.1.5 Casual employees will receive overtime after specified ordinary hours (excluding reserved time), outlined in clause 17, have been reached.

11.1.6 Casual employees will receive pro rata accrual of Long Service Leave for the hours worked, subject to the *Long Service Leave Act 2018* (Vic).

## **11.2 Casual employee conversion**

11.2.1 Subject to clause 11.2.2, a regular casual employee may be engaged indefinitely as a casual employee, but where possible, may be offered permanent positions with the Company as they arise.

### **Right to request casual conversion**

11.2.2 A person engaged by the Company as a regular casual employee may request that their employment be converted to full-time or part-time employment.

11.2.3 A regular casual employee is a casual employee who has in the preceding period of 6 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to perform as a full-time employee or part-time employee under the provisions of this Agreement.

11.2.4 A regular casual employee who has worked equivalent full-time hours over the preceding period of 6 months' casual employment may request to have their employment converted to full-time employment.

11.2.5 A regular casual employee who has worked less than equivalent full-time hours over the preceding period of 6 months' casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.

11.2.6 Any request under this subclause 11.2 must be in writing and provided to the Company.

11.2.7 Where a regular casual employee seeks to convert to full-time or part-time employment, the Company may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the employee.

11.2.8 Reasonable grounds for refusal include that:

- (a) it would require a significant adjustment to the casual employee's hours of work in order for the employee to be engaged as a full-time or part time employee in accordance with the provisions of this award – that is, the casual employee is not truly a regular casual employee as defined in paragraph 11.2.3;
- (b) it is known or reasonably foreseeable that the regular casual employee's position will cease to exist within the next 12 months;
- (c) it is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform will be significantly reduced in the next 12 months; or
- (d) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the employee is available to work.

There may be times when casual employees will be required for specific projects, to manage seasonal increases or to replace an employee on maternity leave or other leave, and as such a permanent conversion may not be suitable.

11.2.9 For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.

11.2.10 Where the Company refuses a regular casual employee's request to convert, the Company will provide the casual employee with the Company's reasons for refusal



in writing within 21 days of the request being made. If the employee does not accept the Company's refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in clause 7. Under that procedure, the employee or the Company may refer the matter to the Fair Work Commission if the dispute cannot be resolved at the workplace level.

- 11.2.11 Where it is agreed that a casual employee will have their employment converted to full-time or part-time employment as provided for in this clause, the Company and employee must discuss and record in writing:
  - (a) the form of employment to which the employee will convert – that is, full-time or part-time employment; and
  - (b) if it is agreed that the employee will become a part-time employee, the matters referred to in clause 11.5.4.
- 11.2.12 The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.
- 11.2.13 Once a casual employee has converted to full-time or part-time employment, the employee may only revert to casual employment with the written agreement of the Company.
- 11.2.14 A casual employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under this clause.
- 11.2.15 Nothing in this clause obliges a regular casual employee to convert to full-time or part-time employment, nor permits the Company to require a regular casual employee to so convert.
- 11.2.16 Nothing in this clause requires the Company to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.

### **11.3 Qualifying Period**

- 11.3.1 Full time and Part time employees will complete a six (6) month qualifying period from the date they are appointed to full time or part time employment, for the purpose of determining the employee's suitability for ongoing employment.
- 11.3.2 During this qualifying period, either party may terminate the employment by giving one weeks' notice to the other party (or by the Company giving payment in lieu of notice for part or all of the period of notice calculated by reference to the employee's remuneration).
- 11.3.3 The period of casual service will count towards the employee's qualifying period if:
  - (a) the employment as a casual employee was on a regular and systematic basis; and
  - (b) during the period of service as a casual employee, the employee had a reasonable expectation of continuing employment by the Company on a regular and systematic basis.
- 11.3.4 The qualifying period may be extended by the number of days that the employee is vacant during the qualifying period.
- 11.3.5 The qualifying period does not affect any minimum employment period under the Fair Work Act.

### **11.4 Full-time Employment**

- 11.4.1 Any employee not specifically engaged as being a part-time, casual, apprentice or

employee for a specific period of time or a specific task or tasks is for all purposes of this Agreement a full-time employee.

- 11.4.2 Full time employees are engaged for an average of 38 hours per week. The spread of ordinary hours of work of full-time employees shall be as set out in clause 17 and their rate of pay shall be on the basis of the rates set out in clause 15. Full time employees shall accrue entitlements to annual leave and other full time benefits.

## **11.5 Part-time Employment**

- 11.5.1 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. The spread of ordinary hours of work of part-time employees shall be as set out in clause 17.

- 11.5.2 Part-time employees shall be paid at an hourly rate in accordance with the rates set out in clause 15.

- 11.5.3 A part-time employee must be engaged for a minimum of three consecutive hours a shift.

- 11.5.4 Before commencing part-time employment, the employee and the Company must agree in writing:

- (a) 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;
- (b) the terms of this agreement reached in clause 11.5.4(a) above may be varied by consent in writing; and
- (c) the part-time employment agreement under clause 11.5 or any variation to it must be retained by the Company and a copy of the agreement and any variation to it must be provided to the employee by the Company.

- 11.5.5 In order to meet his or her personal circumstances a part-time employee may request and the Company may agree to an engagement for less than the minimum of three hours.

- 11.5.6 The terms of this Agreement shall apply pro rata to part-time employees on the basis that the ordinary weekly hours for full-time employees is 38.

### **11.5.7 Overtime**

A part-time employee who is required by the Company to work in excess of the hours agreed under clause 11.5 must be paid overtime in accordance with clause 19 – Overtime.

### **11.5.8 Public Holidays**

Where the part-time employee's normal paid hours fall on a public holiday as outlined in this Agreement and work is not performed by the employee, such employee shall not lose pay for the day. Where the employee works on the holiday, such employee shall be paid in accordance with clause 20 - Public holidays in this Agreement.

## **11.6 Employment for a Specific Period of Time or a Specific Task or Tasks**

- 11.6.1 An employee may be engaged on a full time or part time basis for a specific period of time or for specific task/s.

- 11.6.2 The details of the specific period of time or specific task/s shall be set out in writing and retained by the Company. The Company shall provide a copy to the employee.

- 11.6.3 Service under a contract of employment for a specific period of time or specific task/s shall form part of an employee's period of continuous service, where such

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

## **11.7 Apprentices**

- 11.7.1 The terms of this Agreement will apply to apprentices, including adult apprentices, except where it is otherwise stated or where special provisions are stated to apply. Apprentices may be engaged in trades or occupations provided for in this clause where declared or recognised by an Apprenticeship Authority.
- 11.7.2 Subject to appropriate State legislation, the Company shall not employ an un-apprenticed junior in a trade or occupation provided for in this clause.
- 11.7.3 The Apprenticeship Authority in Victoria is the State Training Board of Victoria.
- 11.7.4 In order to undertake trade training a person must be a party to a contract of apprenticeship or a training agreement in accordance with the requirements of the Apprenticeship Authority or State legislation. The Company shall provide and/or provide access to, training consistent with the contract or training agreement without loss of pay.
- 11.7.5 An Apprenticeship may be cancelled or suspended only in accordance with the requirements of the contract of apprenticeship or training agreement and the requirements of State legislation and the Apprenticeship Authority.
- 11.7.6 The probationary period of an apprentice shall be as set out in the training agreement or contract of apprenticeship consistent with the requirement of the apprenticeship authority and with State legislation but shall not exceed three months.
- 11.7.7 Apprentices attending technical colleges or schools or registered training organisations or TAFE and presenting reports of satisfactory progress shall be reimbursed all fees paid by them.
- 11.7.8 Apprenticeships under this Agreement are competency based. The actual time taken to complete an apprenticeship will therefore vary depending upon factors such as the intensity of training and the variety of work experience.
- 11.7.9 The nominal period of the apprenticeship shall be four years however this period may be varied as follows:
  - (a) To make up for lost time as set out in 11.7.14; and/or
  - (b) With the approval of the relevant State Apprenticeship Authority, to recognise prior learning including vocational education and training in school, pre-apprenticeship programs and other prior learning, the nominal period of the contract may be shortened to reflect the proportion of the competencies already acquired.
  - (c) It may be extended by up to 6 months in stage 3 and 12 months in stage 4 in the advanced engineering tradesperson apprenticeship where required to complete the competencies.
- 11.7.10 Notwithstanding the nominal period, the apprenticeship shall be completed in a shorter period when:
  - (a) the qualification specified in the Training Agreement is successfully completed; and
  - (b) the apprentice has the necessary practical experience to achieve competency in the skills covered by the Training Agreement. The determination as to whether this condition has been met shall be by agreement between the Registered Training Organisation, the Company

and the apprentice. Where there is a disagreement concerning this matter, it may be referred to the relevant State Apprenticeship Authority for determination; and

- (c) the requirements of the relevant State Apprenticeship Authority and any requirements of the Manufacturing Industry Skills Council in respect to demonstration of competency and any minimum necessary work experience requirements are met; and
- (d) In respect to trades where there are additional licensing or regulatory requirements under State legislation, when these requirements are met.

11.7.11 The wage rates applying to apprenticeships based on competency based training progression are dealt with in clause 15.

11.7.12 No apprentices under the age of 18 years shall be required to work overtime or shift work unless they so desire. No apprentice shall, except in emergency, work or be required to work overtime or shift work at times which would prevent their attendance in training consistent with the contract or training agreement.

11.7.13 No apprentice shall work under a system of payment by results.

11.7.14 Lost Time

Apprentices are required to serve an additional day for each day of absence during each year of their apprenticeship, except in respect of absences due to annual leave or long service leave. The following year of their apprenticeship does not commence until the additional days have been worked. However, any time that has been worked by the apprentice in excess of their standard hours shall be credited to the apprentice when calculating the amount of additional time that needs to be worked in the relevant year.

## **12 Training**

### **12.1 Increasing skill**

12.1.1 The parties agree that the productivity of the Company will be improved by increasing the skills of individual employees.

12.1.2 Employees agree to co-operate with, and participate in, training required in the workplace. This involves both receiving training, and where necessary, assisting other employees in achieving additional skills in the job.

12.1.3 Training plans may be implemented as a result of a skills analysis of employees. This process will ensure a fully trained, and therefore fully utilised, workforce.

12.1.4 Training set down by the plan will be carried out as far as possible in ordinary time. Any payments over and above the ordinary time rate are to be negotiated on an individual basis between the employees and Management.

12.1.5 The Workplace Consultative Committee and Management will consider the requirements and implementation of the training plans. The introduction of a 'buddy' work system, whereby new employees are allocated to an existing, and suitably experienced employee, will occur. The parties agree that this practice will improve the induction of employees into the organisation.

12.1.6 If the training is undertaken during ordinary working hours, the employee concerned shall not suffer any loss of pay. The Company shall not unreasonably withhold such paid training leave. This shall not prevent the Company and employee(s) agreeing to paid leave for other relevant training.

12.1.7 Any costs associated with standard fees for prescribed courses and prescribed textbooks incurred in connection with the undertaking of training shall be

reimbursed by the Company upon production of evidence of such expenditure. Subject to the presentation of reports of satisfactory progress, reimbursement may be on an annual basis.

- 12.1.8 Accommodation, meals and travel costs incurred by an employee undertaking training in accordance with this clause which exceed those normally incurred shall be reimbursed by the Company.

### **13 Multi-skilling payment**

Within six (6) months of the approval of this Agreement by the Fair Work Commission, the parties will review the multi-skilling payment scheme for the Company. There shall be no implementation of a revised multi-skilling payment scheme until agreement between the parties has occurred.

### **14 Off-Set Clause**

#### **14.1 Employee benefits**

Employees are entitled to the following benefits which specifically off-set employee entitlements in respect of the Company varying the employees spread of ordinary hours worked which the employee may otherwise be entitled to under a modern award:

- 14.1.1 Multi-skilling payment scheme (the terms of which are to be revised in accordance with clause 13);
- 14.1.2 Trainers Allowance for the dedicated trainers;
- 14.1.3 Workers Compensation make-up pay is paid to 100% of average income for 39 weeks;
- 14.1.4 Witnesses leave payment, if subpoenaed to be a witness in court;
- 14.1.5 One (1) week paid parental leave at the birth of the employees' child;
- 14.1.6 A 15-minute paid break in the first half of their shift;
- 14.1.7 Income protection provided for employees;
- 14.1.8 Tea, coffee and milk provided free;
- 14.1.9 Four (4) free catered lunches provided per year;
- 14.1.10 Clothing and boots provided;
- 14.1.11 Free physio treatments;
- 14.1.12 Free Employee Assistance Program (Counselling);
- 14.1.13 Free flu injections administered on site; and
- 14.1.14 Access to a subsidy for approved gym memberships for permanent employees.

### **15 Classifications and rates of pay**

#### **15.1 Rates of Pay for Adult Employees**

Classification of Rates of Pay incorporating the First Increase

<b>Classification</b>	<b>Description</b>	<b>Rate of pay (per hour) from start of this Agreement</b>
C14	Production Employee with no previous foundry experience will commence at a C14 Classification.	\$19.6872
C13	After 3 months service (on site work experience), progression to a C13	\$20.2488

	Classification.	
C12½	After 6 months service (on site work experience), progression to a rate equivalent to half way between C13 Classification and C12 Classification. (C12½)	\$20.644
C12	After 9 months service (on site work experience), progression to C12 Classification.	\$21.0288
C11	Production Employee who meets the Metals Competency Standards	\$25.17
C10	Engineering Tradesperson Level I Production Systems Employee	\$26.94
C9	Engineering Tradesperson Level II Engineering Technician Level I	\$28.08
C8	Engineering Technician Level II Engineering Tradesperson Special Class Level I	\$29.22
C7	Engineering Technician Level III Higher Engineering Tradesperson Special Class Level II	\$30.33
C6	Engineering Technician Level IV Advanced Engineering Tradesperson Level I	\$32.53

### 15.2 Skill Recognition & Employee Classification Structure(s)

Employees shall perform a wide range of functions and duties including work which is incidental or peripheral to their main tasks and functions as detailed in Appendix 1 - Classification Structure. The skills exercised during their employment may be included or excluded according to the role and duties required.

During the term of this Agreement, the Company will continue to conduct skills audits and will engage an accredited company to do so.

Within twelve (12) months of the implementation of this Agreement, the Company may commission a Skills Assessment and Skills Profile of each employee at the Company's cost. All employees agree to fully participate in this assessment.

Based on skill level and performance, the steps in clause 15.1 may be accelerated.

### 15.3 Higher Duties

Where an employee is requested to undertake duties that carry a higher rate than his or her ordinary classification and the employee is able to demonstrate competency in those duties, then they shall receive an allowance, as agreed prior to commencement, commensurate with the task and competency of the employee.

The employee must undertake such duties for a minimum of 16 hours or 2 days per pay period to receive the allowance and will be paid that rate for the week.

Leading Hands filling in for Team Leaders or Supervisors must work 5 days in succession in that role to obtain an increase in their allowance.

### 15.4 Annual Increase

15.4.1 For this Agreement, the rate of pay increase is 10.5% over 3 years to increase

commencing on or after the dates specified below.

<b>Year and Date Increase Takes Effect</b>	<b>Base Rate % Increase</b>
The first Thursday after the employees vote in favour of this Agreement ( <b>First Increase</b> )	4%
The first Thursday following the first anniversary of the First Increase ( <b>Second Increase</b> )	4%
The first Thursday the second anniversary of the First Increase ( <b>Third Increase</b> )	2.5%
The Thursday before the expiry of this Agreement ( <b>Fourth Increase</b> )	Adjustment to CPI

- 15.4.2 The rate of pay will not fall below the Fair Work Act standard. If for any reason the Fair Work standard exceeds the rates payable under this Agreement, the award rate shall apply.
- 15.4.3 'CPI' means the Australian weighted average figure most recently published by the Australian Bureau of Statistics immediately preceding the Fourth Increase as compared to the corresponding figure from the previous year.

## 15.5 Allowances

<b>Clause</b>	<b>Allowance</b>	<b>Allowances as of Commencement of this Agreement</b>
15.5.1	Foundry allowance per hour	\$0.48 or 2.2% of the employees minimum hourly wage, if the employee is C11 or higher
15.5.2	Leading hands per week	\$100
15.5.3	First aid allowance per week	\$16.66 or 75.6% of the employees minimum hourly wage, if the employee is C11 or higher
15.5.4	Meal allowance per day	\$20.00
15.5.5	Trainers allowance per week	\$100.00
15.5.6	Tool allowance per week	\$25.00

### 15.5.1 Foundry Allowance

The foundry allowance will be \$0.48 per hour extra for each hour worked.

### 15.5.2 Leading Hands

Leading hands shall receive the amount as set out above.

### 15.5.3 First Aid Allowance

An employee who has been trained to render first aid and who is the current holder of appropriate first aid qualifications such as a certificate from the St. John's

Ambulance or similar body shall be paid a weekly allowance if appointed by the Company to perform first aid duty.

15.5.4 Meal Allowance

Refer to the Rest Break Clause, under Meal Breaks clause 17.13 in this Agreement.

15.5.5 Trainers Allowance

An employee who is appointed to be the section trainer shall be paid a weekly allowance.

15.5.6 Tool Allowance

An employee who is obliged to provide their own tools shall be paid a weekly allowance. As at the date of this Agreement, this only applies to Patternmakers and Maintenance Trades.

**15.6 Apprentices Pay Rates**

15.6.1 Apprentices who are covered by this Agreement and commenced an apprenticeship on and from 1 January 2014 will be provided wages at the following rates:

Stage of apprenticeship	Has not completed Yr 12	Completed Yr 12	Adult (21 years or age or older)
1	50% of C10	55% of C10	80% of C10
2	60% of C10	65% of C10	C14
3	75% of C10	75% of C10	C13
4	88% of C10	C12	C12

15.6.2 Adult apprentice are aged 21 or older.

15.6.3 If an employee prior to taking up an adult apprenticeship was a Company employee, he/she will receive the higher wage rate of the adult apprentice wage rate provided under this clause or his/her pre-apprenticeship classification wage rate.

**16 Payment of wages**

**16.1 Period of Payment**

16.1.1 Wages shall be paid weekly.

16.1.2 The pay week starts on a Thursday and finishes on a Wednesday.

16.1.3 The payroll will be processed and transmitted on a Thursday.

16.1.4 If the payroll processing day falls on a Public Holiday, the payroll will be processed on the day before (Wednesday). Wednesday will be processed as 7 hours and 36 minutes with 24 minutes reserved leave day. Any overtime on the Wednesday or adjustments will be processed in the next week's payroll.

**16.2 Method of Payment**

Wages shall be paid by electronic funds transfer into the employee's bank (or other recognised financial institution) account.



The Company will not be responsible for Bank delays in transfer or receipt of pays.

### **16.3 Payment of Wages on Termination of Employment**

On termination of employment, the employee shall be paid all monies due to the employee. Such monies will be paid to the employee's nominated bank account and will be paid on the day of termination or the next working day.

Termination pay will include:

- 16.3.1 Payment for hours worked;
- 16.3.2 Payment for annual leave accrual including leave loading;
- 16.3.3 Payment of long service leave accrual, if the employee has worked 7 consecutive years;
- 16.3.4 Payment for reserved time accrual; and
- 16.3.5 If applicable, payment in lieu of notice.

Documentation shall be posted immediately thereafter.

## **17 Hours of Work**

### **17.1 Ordinary hours of work**

The full time ordinary hours of work equates to 38 hours worked at a rate of 7.6 hours per shift over a period of 5 consecutive shifts, and which are paid at normal time rates.

### **17.2 Reserved time**

Reserved time equates to 0.4 accumulated hours per shift, which is credited to each employee who works more than 7.6hrs up to 8hrs of ordinary time per shift.

### **17.3 Standard hours**

- 17.3.1 Standard hours are the sum of ordinary hours of work plus reserved time which equates to a total of 40 hours per week, including two (2) hours reserved time over a period of 5 consecutive shift periods.
- 17.3.2 The standard hours of work are to be worked continuously, except for meal breaks, at the discretion of the Company between 6.00 a.m. to 6.00 p.m, Monday-Friday.
- 17.3.3 The spread of hours (6.00 a.m. to 6.00 p.m.) may be altered by up to one hour at either end of the spread, by agreement between an employer and the majority of employees concerned or, in appropriate circumstances, between the employer and an individual employee.
- 17.3.4 Any work performed outside the spread of hours will be paid for at overtime rates. However, any work performed prior to the spread of hours which is continuous with ordinary hours for the purpose, for example, of getting the plant in a state of readiness for production work is to be regarded as part of the ordinary hours.
- 17.3.5 An employee required to work on a public holiday must be paid for a minimum of three hours work at the rate of double time and a half. The double time and a half rate must be paid to the employee until the employee is relieved from duty.

### **17.4 Standard hours - weekday shifts**

- 17.4.1 Standard hours of work are 40 hours per week, incorporating two (2) hours reserved time.
- 17.4.2 The five (5) 8hr shifts of standard hours of work will be worked on Monday, Tuesday, Wednesday, Thursday and Friday.

## **17.5 Roster**

- 17.5.1 A rostering system within the terms specified in clause 17.1 will be set up based on the work requirements.
- 17.5.2 Employees are invited to put in roster requests prior to the roster being published, which will be taken into account.
- 17.5.3 The roster will be published weekly giving employees two (2) weeks' notice of rostered times.

## **17.6 Requests for flexible working arrangements**

- 17.6.1 Employees may request change in working arrangements in accordance with the Fair Work Act and the National Employment Standards and the Company must respond to that request in accordance with the Fair Work Act.

## **17.7 Daylight saving**

- 17.7.1 Where by reason of State or Territory legislation summer time is prescribed as being in advance of the standard time in that state, the length of any shift commencing before the time prescribed by the relevant legislation for the commencement of a summer time period or commencing on or before the time prescribed by the relevant legislation for the termination of a summer time period, is deemed to be the number of hours represented by the difference between the time recorded by the clock at the beginning of the shift and the time so recorded at the end of the shift. The time of the clock in each case is to be set to the time fixed by the relevant legislation.
- 17.7.2 The terms **standard time** and **summer time** have the same meaning as in the relevant State or Territory legislation.

## **17.8 Make up time**

- 17.8.1 An employee may elect, with the prior consent of the Company, to work make up time under which the employee takes time off during standard hours, and works those hours at a later time, during the spread of standard hours provided in this Agreement.
- 17.8.2 An employee on shift work may elect, with the prior consent of the Company, to work make up time under which the employee takes time off during standard hours and works those hours at a later time, at the rate which would have been applicable to the hours taken off.

## **17.9 Special provisions for shift workers**

- 17.9.1 **rostered shift** means any shift of which the employee concerned has had at least 48 hours' notice;
- 17.9.2 **afternoon shift** means any shift finishing after 6.00 p.m. and at or before midnight; and
- 17.9.3 **night shift** means any shift finishing after midnight and at or before 8.00 a.m.
- 17.9.4 By agreement between the Company and the majority of employees concerned or in appropriate cases an individual employee, the span of hours over which shifts may be worked may be altered by up to one hour at either end of the span.

## **17.10 Afternoon and night shift allowances**

- 17.10.1 An employee who works on afternoon shift must be paid 15% extra for such shift.
- 17.10.2 An employee who works on night shift must be paid 30% extra for such shift.

## **17.11 Shift that Cross Over Two Days**

17.11.1 For shifts that cross over two days, (e.g. 9pm to 5.30am) the pay rate for the day the shift started on will apply for the whole shift.

## **17.12 Meal breaks**

17.12.1 An employee must not be required to work for more than five hours without a break for a meal except in the following circumstances:

- (a) in cases where canteen or other facilities are limited to the extent that meal breaks must be staggered and as a result it is not practicable for all employees to take a meal break within five hours, an employee must not be required to work for more than six hours without a break for a meal break; or
- (b) by agreement between the Company and an individual employee or the majority of employees in an enterprise or part of an enterprise concerned, an employee or employees may be required to work in excess of five hours but not more than six hours at the ordinary time rate without a meal break.

17.12.2 The time of taking a scheduled meal break or rest break by one or more employees may be altered by the Company if it is necessary to do so in order to meet a requirement for continuity of operations.

17.12.3 The Company may stagger the time of taking meal and rest breaks to meet operational requirements.

17.12.4 Subject to clause 17.12.1, an employee must work during meal breaks at the ordinary time rate whenever instructed to do so for the purpose of making good any breakdown of plant or for routine maintenance of plant which can only be done while the plant is idle.

17.12.5 Except as otherwise provided in clause 17.12—Meal breaks and except where any alternative arrangement is entered into by agreement between the Company and the employee concerned, time and a half rates must be paid for all work done during meal hours and thereafter until a meal break is taken.

## **17.13 Rest Breaks during Shift**

17.13.1 An employee is entitled to a 15 minute paid break within the first half of a shift.

17.13.2 If an employee is required to work overtime, they are entitled to a 5 minutes paid break (time & half overtime rate) at the completion of their standard hours.

17.13.3 If an employee works more than 2 hours overtime, there is another 10 minutes paid break (paid at overtime rates).

17.13.4 If an employee works more than 4 hours overtime after a standard shift the employee is entitled to a 20 minute paid meal break (paid at double time).

## **18 Accident make-up pay**

### **18.1 Definitions**

In this clause:

“The Act” means Accident Compensation Act 1985 (Victoria), as amended from time to time;

“incapacity” has the same meaning and application used in the Act;

“injury” has the same meaning and application used in the Act. If an injury does not attract

an entitlement to compensation under the Act there is no entitlement to accident pay;  
“current work capacity” has the same meaning and application used in the Act;  
“no current work capacity” has the same meaning and application used in the Act;  
“week(s)” means any week in which accident pay is paid even if a payment is for only part of the week; and  
“weekly payment(s)” has the same meaning and application used in the Act.

## **18.2 What is accident pay?**

- 18.2.1 For an employee with no current work capacity, due to a workplace accident, “accident pay” means the ‘pre-injury average weekly earnings’ or PIAWE as defined in the Act for the days in question.
- 18.2.2 For an employee with current work capacity with work restrictions, due to a workplace accident, “accident pay” means the difference between any work undertaken and ‘pre-injury average weekly earnings’ or PIAWE as defined in the Act for the days in question.

## **18.3 Calculation of accident pay**

- 18.3.1 The workers compensation insurer will pay a percentage of the employee’s ‘pre-injury average weekly earnings’ or PIAWE as defined in the Act.
- 18.3.2 The Company will make up the difference to 100% of the PIAWE for the first 39 weeks whilst the employee is still eligible to receive weekly payments under the workers compensation scheme.
- 18.3.3 If the employee receives any other payment (e.g. sick or annual leave) the Company will not pay make up pay.

## **18.4 Part week payments**

Payments of accident pay made in respect of part of a week will be on a direct pro rata basis.

## **18.5 Qualification for payment**

- 18.5.1 As long as the employee remains in the employment of the Company by whom he or she was employed at the time of incapacity, the employee is entitled to accident pay while the employee receives weekly payments, provided that:
- a) if an employee on partial incapacity cannot obtain suitable employment from the Company, but alternative employment is available with another employer, then the relevant amount of accident pay will still be paid;
  - b) unless an employee’s employment is terminated due to the employee’s serious or wilful misconduct or arises from a declaration of liquidation of the company, (in which case the employee’s entitlement will be determined by the appropriate legislation), accident pay continues to apply after an employee’s employment is terminated by the Company.
- 18.5.2 For accident pay to continue after the termination of an employee’s employment by the Company the employee will, provide evidence of continuing weekly payments.
- 18.5.3 An employee on engagement may be required to declare all workers’ compensation claims made in the previous 5 years. In the event of false or inaccurate information being deliberately and knowingly declared, the Company may require the employee to forfeit her or his entitlement to accident pay under this Agreement.

## **18.6 Period of payment**

- 18.6.1 Accident pay does not apply in respect of any injury during the first 5 normal workings days of incapacity.
- 18.6.2 The maximum period or aggregate periods of accident pay to be made by the Company will be a total of 39 weeks for any one injury, according to the table set out in the table in this clause.
- 18.6.3 No accident pay is payable unless workers compensation is being paid.

## **18.7 Absence on other paid leave**

An employee is not entitled to accident pay in respect of any period of other paid leave.

## **18.8 Notice of injury**

Upon receiving an injury for which she or he claims to be entitled to accident pay an employee must, as soon as practicable, give the Company notice of the injury in writing. Notice may be given by a representative of the employee.

## **18.9 Medical examination**

In order to receive an entitlement to accident pay an employee will conform to the requirements of the Act as to medical examinations.

## **18.10 Redemption/outstanding payment**

- 18.10.1 Where there is a redemption of weekly payments under the Act the Company's liability to pay accident pay ceases from the date of the redemption.
- 18.10.2 If weekly payments do not commence or if they are terminated, but the weekly payments are later made or reinstated, accident pay will be paid when the outstanding weekly payments are made.

## **18.11 Insurance against liability**

Nothing in this clause requires the Company to insure against liability for accident pay.

## **18.12 Death of an employee**

Accident pay ceases on the death of an employee.

# **19 Overtime**

## **19.1 Payment for working overtime**

- 19.1.1 Except as provided for in clauses 19.1.4, 19.9 and 19.10, for all work done outside standard hours on any day or shift, as defined in clause 17.3, the overtime rate is time and a half for the first three hours and double time thereafter until the completion of the overtime work.
- 19.1.2 For the purposes of clause 19 - Overtime, **standard hours** means the hours worked in an enterprise, fixed in accordance with clause 17 - Hours of Work.
- 19.1.3 The hourly rate, when computing overtime, is determined by applying the employe's appropriate weekly rate by the applicable overtime rate for work on that day.
- 19.1.4 An employee may elect, with the consent of the Company, to take time off instead of payment for overtime at a time or times agreed with the Company, provided that:
- (a) Overtime taken as time off during standard hours must be taken at the ordinary time rate, that is an hour for each hour worked; and

- (b) The Company must, if requested by an employee, provide payment, at the rate provided for the payment of overtime in this Agreement, for any overtime worked which has not been taken as time off in lieu of payment for overtime within four weeks of accrual.

19.1.5 In computing overtime each day's work stands alone.

## **19.2 Requirement to work reasonable overtime**

19.2.1 Subject to clause 19.2.2, the Company may require an employee to work reasonable overtime at overtime rates.

19.2.2 An employee may refuse to work overtime in circumstances where working that overtime would result in the employee working hours which are unreasonable having regard to:

- (a) any risk to employee health and safety;
- (b) the employee's personal circumstances including any family responsibilities;
- (c) the needs of the workplace or enterprise;
- (d) the notice, if any, given by the Company of the overtime and by the employee of their intention to refuse it; and
- (e) any other relevant matter.

## **19.3 One in, all in does not apply**

The assignment of overtime by the Company to an employee is to be based on specific work requirements and the practice of one in, all in overtime must not apply.

## **19.4 Rest period after overtime**

19.4.1 When overtime work is necessary it must, wherever reasonably practicable, be arranged so that an employee has at least 10 consecutive hours off duty between the work of successive working days.

19.4.2 An employee, other than a casual employee, who works so much overtime between the termination of their standard hours on one day and the commencement of their standard hours on the next day that the employee has not had at least 10 consecutive hours off duty between those times must, subject to the other provisions of clause 19.4, be released after completion of the overtime until the employee has had 10 consecutive hours off duty without loss of pay for standard hours occurring during such absence.

19.4.3 If on the instructions of the Company an employee resumes or continues work without having had the 10 consecutive hours off duty the employee must be paid at the rate of double time until the employee is released from duty for such period. The employee is then entitled to be absent until the employee has had 10 consecutive hours off duty without loss of pay for standard hours occurring during the absence.

19.4.4 By agreement between the Company and individual employee, the 10 hour break provided for in clause 19.4 may be reduced to a period of no less than eight hours.

19.4.5 The provisions of clause 19.4 will apply in the case of a shift worker as if eight hours were substituted for 10 hours when overtime is worked:

- (a) for the purpose of changing shift rosters; or
- (b) where a shift worker does not report for duty and a day worker or a shift worker is required to replace the shift worker; or

- (c) where a shift is worked by arrangement between the employees themselves.

## **19.5 Rest Breaks on an Overtime Shift**

- 19.5.1 An employee who will work 4 hours overtime will be entitled to a 15 minute paid break during the time worked (paid at the overtime rate).
- 19.5.2 If an employee is required to work more than 5 hours overtime, they are entitled to a 30 minute unpaid meal break.
- 19.5.3 Rest Breaks are cumulative depending on the overtime worked.

## **19.6 Call back**

An employee recalled to work overtime after leaving the Company's enterprise, whether notified before or after leaving the enterprise, must be paid for a minimum of four hours work at the rate of time and a half for the first three hours and double time thereafter or, if a continuous shift worker, at the rate of double time for the full period provided that:

- 19.6.1 Where an employee is required to regularly hold themselves in readiness for a call back they must be paid for a minimum of three hours work at the appropriate overtime rate, subject to clause 19.7 which deals with the conditions for standing by.
- 19.6.2 If the employee is recalled on more than one occasion between the termination of their standard hours on one day and the commencement of their standard hours on the next working day, they are entitled to the three or four hour minimum overtime payment provided for in clause 19.6 for each call back. However, in such circumstances, it is only the time which is actually worked during the previous call or calls which is to be taken into account when determining the overtime rate for subsequent calls.
- 19.6.3 Except in the case of unforeseen circumstances arising, an employee must not be required to work the full three or four hours as the case may be if the job they were recalled to perform is completed within a shorter period.
- 19.6.4 Clause 20.6 does not apply in cases where it is customary for an employee to return to the enterprise to perform a specific job outside the employee's standard hours or where the overtime is continuous, subject to a meal break, with the commencement or completion of standard hours.
- 19.6.5 Overtime worked in the circumstances specified in clause 19.6 is not to be regarded as overtime for the purposes of clause 19.4 concerning rest periods after overtime, when the actual time worked is less than three hours on the call back or on each call back.

## **19.7 Standing by**

When an employee is rostered to be standing by where they are required to hold themselves in readiness to work after standard hours, they will be paid \$40 per day they are rostered to do so.

## **19.8 Saturday work**

An employee required to work overtime on a Saturday must be afforded at least four hours work or be paid for four hours. The penalty rate to apply to Saturday work is time and a half for the first three hours and double time thereafter, except where the overtime is continuous with overtime commenced on the previous day.

## **19.9 Sunday work**

An employee required to work overtime on a Sunday must be paid for a minimum of four hours work at double time. The double time is to be paid until the employee is relieved from

duty.

### **19.10 Public holiday work**

A day worker required to work overtime on a public holiday must be paid for a minimum of four hours work at the rate of double time and a half. The double time and a half is to be paid until the employee is relieved from duty.

### **19.11 Meal Allowance**

19.11.1 An employee must be paid a meal allowance on each occasion the employee is entitled to a rest break in accordance with clause 19.5, except in the following circumstances:

- (a) if the employee is a day worker and was notified no later than the previous day that they would be required to work such overtime; or
- (b) if the employee is a shift worker and was notified no later than the previous day or previous rostered shift that they would be required to work such overtime; or
- (c) if the employee lives in the same locality as the enterprise and could reasonably return home for meals; or
- (d) if the employee is provided with an adequate meal by the Company.

19.11.2 If an employee has provided a meal or meals on the basis that they have been given notice to work overtime and the employee is not required to work overtime or is required to work less than the amount advised, they must be paid the prescribed meal allowance for the meal or meals which they have provided but which are surplus.

### **19.12 Transport of employees**

When an employee, after having worked overtime or a shift for which they have not been duly notified, finishes work at a time when reasonable means of transport are not available, the Company must provide the employee with a conveyance home, or pay the employee at the overtime rate for the time reasonably occupied in reaching home.

## **20 Public holidays**

Public Holidays payments apply to employees other than casual employees. Part time employees are paid pro-rata.

### **20.1 Prescribed Holidays**

The employee entitlements for public holidays under this Agreement are as set out in the National Employment Standards.

As at the date of this Agreement, full-time and part time employees under this Agreement are entitled to the following public holidays, without loss of pay:

New Year Day

Australia Day

Good Friday

Easter Saturday

Easter Sunday

Easter Monday

Anzac Day

Queen's Birthday



Labour Day  
AFL Grand Final Holiday  
Melbourne Cup  
Christmas Day  
Boxing Day

## **20.2 Part-time Employees**

Refer to clause 11.5 - Part-Time Employment.

## **20.3 Substitution of Certain Public Holidays Which Fall on a Weekend**

- 20.3.1 Where Christmas Day falls on a Saturday or a Sunday, 27 December shall be observed as the public holiday in lieu of the prescribed day.
- 20.3.2 Where Boxing Day falls on a Saturday or a Sunday, 28 December shall be observed as the public holiday in lieu of the prescribed day.
- 20.3.3 Where New Year's Day or Australia Day falls on a Saturday or a Sunday, the following Monday shall be observed as the public holiday in lieu of the prescribed day.

## **20.4 Payment for Time Worked on a Public Holiday**

Refer to clause 19.10 in this Agreement.

An employee required to work on a public holiday is entitled to not less than four hours pay provided the employee is available to work for four hours.

## **20.5 Public Holidays Falling During a Period of Annual Leave**

Refer to clause 24 - Annual leave in this Agreement.

## **21 Absence from duty**

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

## **22 Stand down employees**

### **22.1 Employer may stand down employees in certain circumstances**

- 22.1.1 The Company may, stand down an employee during a period (the "Stand Down Period") in which the employee cannot usefully be employed because of one of the following circumstances:
- (a) industrial action (other than industrial action organised or engaged in by the Company);
  - (b) a breakdown of machinery or equipment, if the Company cannot reasonably be held responsible for the breakdown;
  - (c) a stoppage of work for any cause for which the Company cannot reasonably be held responsible.
- 22.1.2 If the Company stands down an employee during a period under clause 22.1.1, the Company is not required to make payments to the employee for that period.
- 22.1.3 If the employee has accrued annual leave the employee will be paid annual leave and/or reserved time for the Stand Down Period, unless the employee advises the Company in writing that it does not wish to be paid annual leave.
- 22.1.4 Except for a Stand Down Period that takes place on or about Christmas day, if the employee has no accrued annual leave, or Long Service Leave (where applicable)

and the employee has accrued personal leave, the employee may request to be paid personal leave for the Stand Down Period.

- 22.1.5 Where possible, the Company agrees to consult with the affected employees before standing any employees down and shall provide as much notice as is practicable in the circumstances.

## **22.2 Employee not stood down during a period of authorised leave or absence**

22.2.1 An employee is not taken to be stood down under clause 22.1.1 during a period when the employee:

- (a) is taking paid or unpaid leave that is authorised by the employer; or
- (b) is otherwise authorised to be absent from his or her employment.

## **23 Personal / carers leave**

Paid personal/carer's leave applies to employees other than casual employees. Part time employees are pro-rata. All personal and carers leave hours shall be paid at normal time rates.

### **23.1 Entitlements**

Employees identified in this clause are entitled to:

- 23.1.1 Maximum ten (10) days (76 hours) of paid personal/carer's leave per year (includes sick leave and carer's leave);
- 23.1.2 Two (2) days (15.2 hours) of unpaid carer's leave per occasion (a permissible occasion); and
- 23.1.3 Two (2) days (15.2 hours) of paid compassionate leave per occasion.

### **23.2 Accrual Rate**

The personal leave is accrued at 1.462 hours per 38 ordinary hours of worked or valid paid leave.

### **23.3 Taking paid personal/carer's leave**

23.3.1 An employee may take paid personal or carer's leave if the leave is taken:

- (a) because the employee is not fit for work because of a personal illness or injury affecting the employee; or
- (b) to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:
- (c) a personal illness, or personal injury, affecting the member; or
- (d) an unexpected emergency affecting the member.

#### **23.3.2 Definition of Immediate Family**

Immediate family means an employee's spouse (including de facto spouse or partner, former spouses, or former de facto spouses), child, parent, grandparent, grandchild or sibling. In addition, immediate family includes the child, parent, grandparent, grandchild or sibling of the employee's current or former spouses (including de facto spouses or partner) ("**Immediate Family**").

#### **23.3.3 Employee taken not to be on paid personal/carer's leave on public holiday**

If the period during which an employee takes paid personal/carer's leave includes a day or part-day that is a public holiday in the place where the employee is based

for work purposes, the employee is taken not to be on paid personal/carer's leave on that public holiday.

#### **23.3.4 Payment for paid personal/carer's leave**

If, in accordance with this Subdivision, an employee takes a period of paid personal/carer's leave, the Company will pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the period.

### **23.4 Unpaid carer's leave**

#### **23.4.1 Entitlement to unpaid carer's leave**

- (a) An employee is entitled to 2 days of unpaid carer's leave for each occasion (a permissible occasion) when a member of the employee's immediate family, or a member of the employee's household, requires care or support because of:
  - (i) a personal illness, or personal injury, affecting the member; or
  - (ii) an unexpected emergency affecting the member.

#### **23.4.2 Taking unpaid carer's leave**

- (a) An employee may take unpaid carer's leave for a particular permissible occasion if the leave is taken to provide care or support as referred to in subclause 23.4.1(a).
- (b) An employee may take unpaid carer's leave for a particular permissible occasion as:
  - (i) a single continuous period of up to 2 days; or
  - (ii) any separate periods to which the employee and his or her Company agree.

23.4.3 An employee cannot take unpaid carer's leave during a particular period if the employee could instead take paid personal/carer's leave.

### **23.5 Compassionate leave**

#### **23.5.1 Entitlement to compassionate leave**

- (a) An employee is entitled to 2 days of compassionate leave for each occasion (a permissible occasion) when a member of the employee's immediate family, or a member of the employee's household:
  - (i) contracts or develops a personal illness that poses a serious threat to his or her life; or
  - (ii) sustains a personal injury that poses a serious threat to his or her life; or
  - (iii) dies.

#### **23.5.2 Taking compassionate leave**

- (a) An employee may take compassionate leave for a particular permissible occasion if the leave is taken:
  - (i) to spend time with the member of the employee's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury, referred to in clause 23.5.1; or
  - (ii) after the death of the member of the employee's immediate family or household referred to in clause 23.5.1.

- (b) An employee may take compassionate leave for a particular permissible occasion as:
  - (i) a single continuous 2 day period; or
  - (ii) 2 separate periods of 1 day each; or
  - (iii) any separate periods to which the employee and his or her Company agree.
- (c) If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the employee may take the compassionate leave for that occasion at any time while the illness or injury persists.

23.5.3 Payment for compassionate leave (other than for casual employees)

If, in accordance with this clause 28, an employee, other than a casual employee, takes a period of compassionate leave, the Company must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the period.

**23.6 Notice and evidence requirements**

23.6.1 Notice

When taking personal/carer's leave an employee must notify the Company as soon as practicable:

- (a) that they are unable to attend work;
- (b) the period, or expected period, of the leave;
- (c) Whether the absence is due to personal illness or injury or whether it is due to providing care or support as follows:

Shift Start Time	Must Call	Contact
Shifts starting prior to 9am	Between 7am and 8am	Human Resources or your Supervisor
Shifts starting after 9am	At least 1 hour prior to the shift commencing	Your Supervisor

23.6.2 Evidence

- (a) An employee who has given notice of the taking of leave under this clause must, if required by the Company, give the Company evidence that would satisfy a reasonable person that:
  - (i) if it is paid personal/carer's leave—the leave is taken for a reason specified in clause 23.3; or
  - (ii) if it is unpaid carer's leave—the leave is taken for a permissible occasion in circumstances specified in clause 23.4; or
  - (iii) if it is compassionate leave—the leave is taken for a permissible occasion in circumstances specified in clause 23.5;
  - (iv) Two days of personal /carer's leave can be taken per anniversary year, without presenting evidence that would satisfy a reasonable person.

23.6.3 Compliance

An employee is not entitled to take leave under this clause 23 unless the employee complies with the notice and evidence requirements.

## **24 Annual leave**

Annual leave applies to employees other than casual employees. Part time employees accrue annual leave on a pro-rata basis.

Subject to the terms of this clause, full time and part time (pro-rata) employees are entitled to accrue four weeks annual leave per year.

The rate of pay that an employee receives while on annual leave must be at least equal to the employee's basic periodic rate of pay immediately before the period of leave begins.

Where this Agreement is silent on a minimum standard applicable to annual leave the Fair Work Act and the National Employment Standards apply.

### **24.1 Accrual rate**

24.1.1 Full Time employees will accrue annual leave at 2.923 hours for each 38 ordinary hours of worked or valid paid leave.

24.1.2 Shift workers will accrue annual leave at 3.654 hours for each 38 hours of work or valid paid leave. For the purpose of the additional week of annual leave provided for in s.87(1)(b) of the Fair Work Act, a shift worker is a seven day shift worker who is regularly rostered to work on Sundays and public holidays.

### **24.2 Loading on Annual Leave**

24.2.1 Day and afternoon shifts will receive a 17.5% leave loading.

24.2.2 Night shift will receive a 30% leave loading.

### **24.3 Taking paid annual leave**

24.3.1 Paid annual leave may be taken for a period agreed between an employee and the Company.

24.3.2 The Company must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

### **24.4 Public Holidays Falling in a Period of Leave**

If any public holiday outlined in this Agreement falls within an employee's period of annual leave, the public holiday is paid as a public holiday and annual leave is not used to cover the public holiday.

### **24.5 How to Apply for Annual Leave**

A Leave Application Form is to be completed by the employee and given to their Team Leader/Supervisor.

The approval process is as follows:

- Team Leader/Supervisor's approval; then
- Manufacturing Manager's approval; then
- Executive General Manager's approval.

If any of the above, are not available to sign off within an appropriate time frame, then a person standing in for that person will be responsible.

The Company will not unreasonably refuse a request by the employee to take paid annual leave, having regard to the needs of the business and the employee.

## **24.6 Payment for period of annual leave**

- 24.6.1 Before going on annual leave, employees must be paid the wages they 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.
- 24.6.2 The wages to be paid must be worked out on the basis of what the employee would have been paid under this Agreement for working ordinary hours during the period of annual leave, including allowances, loadings and penalties paid for all purposes of the agreement, first aid allowance and any other wages payable under the employee's contract of employment including any over-award payment.
- 24.6.3 The employee is not entitled to 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.

## **24.7 Shut Down Period**

- 24.7.1 The Company may direct employees to take annual leave for a particular period when the Company shuts down the business (the "Shut Down Period").
- 24.7.2 The Company will provide no less than four weeks' notice of a Shut Down Period.
- 24.7.3 The Shut Down Period does not relate to strike or any unforeseen circumstances, which is covered in clause 22 - Standing down employees.
- 24.7.4 The Company may direct employees to take paid annual leave for a particular period when the Company shuts down the business (e.g. Christmas).
- 24.7.5 Except for a Shut Down Period that takes place on or about Christmas day, if the employee has no accrued annual leave, reserved time leave, or Long Service Leave (where applicable) and the employee has accrued personal leave the employee is entitled to be paid personal leave for the shut down period, unless the employee advises the Company in writing that it does not wish to be paid personal leave.

## **24.8 Direction to Take Leave**

If the Company has genuinely tried to reach agreement with an employee as to the timing of taking annual leave, the Company can require the employee to take annual leave by giving not less than four weeks' notice of the time when such leave is to be taken if:

- 24.8.1 At the time the direction is given, the employee has eight weeks or more of annual leave accrued; and
- 24.8.2 The amount of annual leave the employee is directed to take is less than or equal to a quarter of the amount of leave accrued.

## **24.9 Cashing Out Annual Leave and Personal Leave**

- 24.9.1 Employees may request in writing, each 12 month anniversary period following approval of this Agreement, to cash out a maximum of two (2) weeks credited annual leave entitlement, as long as the remaining accrued annual leave entitlement is greater than 4 weeks.
- 24.9.2 Employees may request in writing, each 12-month anniversary period following the approval of this Agreement, to cash out a maximum of one weeks credited personal/carer's leave entitlement, as long as the remaining accrued paid personal/carer's leave entitlement is no less than 15 days.
- 24.9.3 Each cashing out of a particular amount of paid leave must be the subject of a separate agreement. Each agreement must include:
  - (a) the amount of leave to be cashed out and the payment to be made to the employee for it; and

- (b) the date on which the payment is to be made.
- 24.9.4 The Company is prohibited from exerting undue influence or undue pressure on the employee to cash out the employee's leave.
- 24.9.5 The employee must be paid the full amount that would have been payable to the employee had the employee taken the leave, which includes any leave loading.
- 24.9.6 The amount will be taxed at the employee's marginal rate not taking into consideration the tax free threshold.
- 24.9.7 The Company's preference is that employees take their accrued annual leave as annual leave and not to cash the money out.

## **25 Long service leave**

### **25.1 Company History**

- 25.1.1 Where applicable, prior to 30 June 2006, an employees' accrued Long Service Leave entitlement is on the basis of 0.8666 weeks per year of service with the Company based on each 38 ordinary hours worked or valid paid leave.

### **25.2 Provision of Long Service Leave**

- 25.2.1 The provisions of the *Long Service Leave Act 2018* (Vic) apply to employees.
- 25.2.2 Service is recognised from the first day of employment with the Company.

### **25.3 Access to Long Service Leave**

The employee shall be entitled to Long Service Leave entitlements in accordance with the *Long Service Leave Act 2018* (Vic).

### **25.4 Access to Long Service Leave on Termination**

Pro-rata Long Service Leave will be paid out on termination in accordance with the *Long Service Leave Act 2018* (Vic).

## **26 Reserve Time Hours**

### **26.1 Accrual rate**

- 26.1.1 For every ordinary shift which is 8 hours worked employees will accrue 24 minutes reserved time.
- 26.1.2 For accrual rate purposes, employees employed to work the weekend shift shall accrue 24 minutes of reserved time without penalty rates on Saturdays and Sundays.
- 26.1.3 There is no accrual during periods of leave or Workers Compensation unfit periods.

### **26.2 Taking reserved time**

- 26.2.1 Reserved time may be taken for a period agreed between an employee and the Company.
- 26.2.2 The Company must not unreasonably refuse to agree to a request by the employee to take accrued reserved time.
- 26.2.3 That time off work on "Reserved Time Leave" will count as service for all purposes.

### **26.3 Requesting to take reserved time**

- 26.3.1 To take Reserved Time Leave employees are to request the leave via the Company's Leave Request Form.

26.3.2 The approval process is as follows:

- Team Leader/Supervisor's approval; then
- Manufacturing Manager's approval; then
- Executive General Manager's approval.

If any of the above are not available to sign off within an appropriate time frame, then a person standing in for that person will be responsible.

The Company will not unreasonably refuse a request by the employee to take Reserved Time Leave, having regard to the needs of the business and the employee.

## **26.4 Cashing out reserved time**

26.4.1 Employees may request via the Request to Cash Out Leave Form to cash out a minimum of 4 hours of reserved time.

26.4.2 The Request to Cash Out Leave Form needs to be approved by the CEO no later than Wednesday 3pm to be process in the Thursday pay run.

26.4.3 The Company will not unreasonably refuse a request by the employee to cash out reserved time.

## **26.5 Direction to take leave**

26.5.1 The maximum number of reserved time hours which can be banked is 96.

26.5.2 When the maximum number of reserved time hours is exceeded the hours in excess of the maximum must either be cashed out or taken as leave.

## **26.6 Payout of reserved time on termination**

26.6.1 Any unused and accrued reserved time will be paid out on the termination of employment.

## **27 Community service leave**

### **27.1 Entitlement to be absent from employment for engaging in eligible community service activity**

An employee who engages in an eligible community service activity is entitled to be absent from his or her employment for a period if the period consists of one or more of the following:

27.1.1 time when the employee engages in the activity;

27.1.2 reasonable travelling time associated with the activity;

27.1.3 reasonable rest time immediately following the activity; and

27.1.4 unless the activity is jury service—the employee's absence is reasonable in all the circumstances.

Where this Agreement is silent on a minimum standard applicable to community service leave the Fair Work Act and the National Employment Standards apply.

### **27.2 Meaning of eligible community service activity**

27.2.1 General

Each of the following is an eligible community service activity:

- (a) jury service (including attendance for jury selection) that is required by or under a law of the Commonwealth, a State or a Territory; or
- (b) a voluntary emergency management activity.



### 27.2.2 Voluntary emergency management activities

An employee engages in a voluntary emergency management activity if, and only if:

- (a) the employee engages in an activity that involves dealing with an emergency or natural disaster; and
- (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); and
- (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 the 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.

### 27.2.3 A recognised emergency management body is:

- (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; and
  - (ii) is prepared by the Commonwealth, a State or a Territory; or
- (b) a fire-fighting, civil defence or rescue body, or part of such a body; or
- (c) any other 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; or
  - (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, 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 under Community Service.

### 27.2.4 Notice

- (a) An employee who wants an absence from his or her employment to be covered by Community Service must give the Company notice of the absence.
- (b) The notice:
  - (i) must be given to the Company as soon as practicable (which may be a time after the absence has started); and
  - (ii) must advise the Company of the period, or expected period, of the absence.

### 27.2.5 Evidence

An employee who has given the Company notice of an absence under Community Service must, give the Company evidence that would satisfy a reasonable person that the absence is because the employee has been or will be engaging in an eligible community service activity.

**27.2.6 Compliance**

An employee's absence from his or her employment is not covered by Community Service unless the employee complies with this clause.

**27.3 Jury Service**

**27.3.1 This section applies if:**

- (a) in accordance with Community Service, an employee is absent from his or her employment for a period because of jury service; and
- (b) the employee is not a casual employee.

**27.3.2 Meaning of jury service summons**

Jury service summons means a summons or other instruction (however described) that requires a person to attend for, or perform, jury service.

**27.3.3 Meaning of jury service pay**

Jury service pay means an amount paid in relation to jury service under a law of the Commonwealth, a State or a Territory, other than an amount that is, or that is in the nature of, an expense-related allowance.

**27.3.4 The employee must demonstrate to the satisfaction of the Company:**

- (a) that the employee has taken all necessary steps to obtain any amount of jury service pay to which the employee is entitled; and
- (b) the total amount (even if it is a nil amount) of jury service pay that has been paid, or is payable, to the employee for the period.

**27.3.5 Make-up payment:**

- (a) the employee is not entitled to make-up payment unless the employee provides the evidence; and
- (b) if the employee provides the evidence—the amount payable to the employee is reduced by the total amount of jury service pay that has been paid, or is payable, to the employee, as disclosed in the evidence.

**27.3.6 Employee to be paid base rate of pay**

The Company will make up the difference between the Jury Service payment and the employee's base rate of pay for the employee's ordinary hours of work for the jury service summons period including shift allowances applicable to the employee's ordinary roster.

**27.4 Witness Leave**

**27.4.1 Crown Witness**

Where an employee received a subpoena or is called by the Crown as a Crown Witness, the employee will be granted leave with pay

Reimbursement for lost remuneration from the Court to the employee will be refunded to the Company against the remuneration paid.

**27.4.2 Non-Crown Witness**

Where an employee has received a private subpoena or has been called as a private

witness, the employee will not be paid by the Company, and should advise the Court that reimbursement for the loss of remuneration is required. Such leave will count as service for all purposes.

## **28 Parental leave**

### **28.1 One week paid leave**

28.1.1 After 52 weeks service, full time or part time employees are entitled to one week of paid parental leave if the leave is associated with the birth or adoption of a child or children.

### **28.2 General provision**

28.2.1 In addition to one week of paid parental leave in accordance with clause 28.1, employees are entitled to parental leave in accordance with the Fair Work Act and the National Employment Standards.

## **29 Domestic and Family Violence Leave**

29.1.1 In the event of domestic and family violence or abuse being faced by an employee or within their Immediate Family, the Company will provide all employees (permanent and casual) with:

- (a) access to 2 days paid domestic violence leave; and
- (b) 5 days unpaid Domestic and Family Violence Leave,

per calendar year (pro rata in any part year during which this Agreement applies).

29.1.2 This leave does not accrue.

#### **29.1.3 Notice**

An employee must give the Company notice of the taking of leave by the employee. The notice:

- (a) must be given to the employer as soon as practicable (which may be at a time after the leave has started); and
- (b) must advise the employer of the period, or expected period, of the leave.

#### **29.1.4 Evidence**

An employee who has given the Company notice of the taking of leave under this clause must, if required by the Company, give the Company evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 29.1.1.

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

#### **29.1.5 Confidentiality**

- (a) The Company must take steps to ensure information concerning any notice an employee has given, or evidence an employee has provided under clause 28.1.4 is treated confidentially, as far as it is reasonably practicable to do so.
- (b) Nothing in clause 28 prevents an employer from disclosing information provided by an employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the employee or another person.

#### **29.1.6 Compliance**

An employee is not entitled to take leave under clause 28 unless the employee complies with clause 28.

## **30 Superannuation**

### **30.1 Employer contributions**

The Company will make superannuation contributions in accordance with the minimum requirements under the relevant superannuation legislation in place at any particular time, which at the time of this Agreement is 9.5%. Irrespective of whether voluntary contributions are made by an employee, the employer will pay 9.5% (or such other minimum amount as adjusted pursuant to the relevant superannuation legislation).

### **30.2 Superannuation fund**

Under relevant superannuation legislation employees generally have the opportunity to choose their own superannuation fund. If an employee does not choose a superannuation fund within 14 days of the commencement of their employment, Australian Super is the default fund.

### **30.3 Voluntary employee contributions**

30.3.1 Employees can specify an amount to be deducted from their wages to be transferred into the same superannuation fund as the employer makes the superannuation guarantee contributions. There are two (2) methods of deductions;

- (a) Personal Superannuation Contribution – deducted after tax is deducted
- (b) Salary Sacrifice Superannuation Contribution – deducted pre-tax

30.3.2 Both deductions have different tax and superannuation implications and it is best to get advice from a Tax Accountant or Investment Advisor.

## **31 Income Protection**

### **31.1 Income protection investment**

The Company will maintain the Company's current Income Protection Scheme in place as at the date of this Agreement. Payment of premium

The Company pays the premium on behalf of the employees under the age of 65 to the company that provides the insurance (the "Insurance Company"). The terms and conditions of the policy are set by the Insurance Company.

### **31.2 Ability to change provider**

The income protection provider can be changed at any time with agreement between the Company and the majority of employees employed under this Agreement.

## **32 Abandonment Of Employment**

The absence of an employee from work for a continuous period exceeding two 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 7 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 (such as illness or injury as prescribed by the Fair Work Regulations), they shall be deemed to have abandoned their employment.

Termination of employment by abandonment in accordance with this clause shall operate as from the date of the last attendance at work or the last 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.

### 33 Summary Dismissal

The Company has the right to dismiss any employee without notice for serious misconduct and in such cases any entitlements under this Agreement are to be paid up to the time of dismissal only.

It is agreed that the following examples represent serious acts of misconduct, and may constitute instant dismissal:

- Serious misconduct as defined in the Fair Work Act.
- Wilful or deliberate behaviour against the Company.
- Conduct causing imminent and serious risk to a person's health or safety or the Company's reputation, viability or profitability.
- Clocking "on" or "off" for another employee.
- Theft.
- Fraud.
- Assault (threatening verbal and or physical behaviour).
- Tampering with, or abuse of, machinery of the Company.
- Tampering with, or abuse of, Company property.
- Defacing of Company facilities/amenities.
- Under the influence of intoxicating liquor or drugs.
- Serious breaches of Health and Safety.
- Refusal to follow lawful and reasonable instructions.

Each case will be investigated and judged on its individual merits. The onus is then on the Company's management to advise the employee that their employment is terminated, and if necessary, why. The incident is to be fully documented and placed in the employees personnel file.

### 34 Termination of employment

#### 34.1 Notice of Termination by the Company

34.1.1 Where this Agreement is silent on a minimum standard applicable to notice of termination, the Fair Work Act and National Employment Standards apply.

34.1.2 In order to terminate the employment of an employee the Company must give to the employee the following notice:

Period of Service	Period of Notice
1 year or less	1 week
1 year and up to the completion of 3 years	2 weeks
3 years and up to the completion of 5 years	3 weeks
5 years and over	4 weeks

34.1.3 In addition to the notice in 34.1.1 employees over 45 years of age at the time of the giving of the notice with not less than two years' service, are entitled to an additional week's notice.

- 34.1.4 Payment in lieu of the notice prescribed in 34.1.1 and 34.1.3 must 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.
- 34.1.5 The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the employee's employment had continued until the end of the required period of notice, the Company would have become liable to pay to the employee because of the employment continuing during that period. That total must be calculated on the basis of:
- (a) the employee's ordinary hours of work; and
  - (b) the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and
  - (c) any other amounts payable under the employee's contract of employment.
- 34.1.6 The period of notice in this clause does not apply:
- (a) in the case of dismissal for serious misconduct;
  - (b) to apprentices;
  - (c) to employees engaged for a specific period of time or for a specific task or tasks;
  - (d) to trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement; or
  - (e) to casual employees; or
  - (f) an employee prescribed in accordance with section 123(1) of the Fair Work Act.
- 34.1.7 Termination provisions for Apprentices are provided by the relevant State or Territory Training Authority.

## **34.2 Notice of Termination by Employee**

- 34.2.1 The notice of termination required to be given by an employee shall be the same as that required of the Company, except that there is no additional notice based on the age of the employee concerned.
- 34.2.2 If an employee who is at least 18 years old fails to give the notice set out in clause 34.1.1 then the Company has the right to withhold monies due to the employee to a maximum amount equal to the amount the employee would have received had the correct notice been provided subject to the amount permitted to be withheld being capped at one week's wages for the employee.

## **34.3 Job Search Entitlement**

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

## **34.4 Transmission of Business**

Where a business is transmitted from one employer to another, as set out in clause 35 - Redundancy, the period of continuous service that the employee had with the transmitter or any prior transmitter is deemed to be service with the transferee and taken into account when calculating notice of termination. However, an employee shall not be entitled to notice

of termination or payment in lieu of notice for any period of continuous service in respect of which notice has already been given or paid for.

## **35 Redundancy**

### **35.1 Definitions**

- 35.1.1 Business includes trade, process, business or occupation and includes part of any such business.
- 35.1.2 Redundancy occurs where the Company has made a definite decision that :
- (a) the Company no longer wishes the job the employee has been doing done by anyone because of changes in the operational requirements of the Company's enterprise; and
  - (b) it is not reasonable in all the circumstances for the employee to be redeployed with the Company's enterprise or the enterprise of an associated entity of the Company; and
  - (c) that decision leads to the termination of employment of the employee.
- 35.1.3 Transmission includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and transmitted has a corresponding meaning.
- 35.1.4 Week's pay means the ordinary time rate of pay for the employee concerned. Provided that such rate shall exclude:
- overtime
  - penalty rates;
  - disability allowances;
  - shift allowances;
  - special rates;
  - fares and travelling time allowances;
  - bonuses; and
  - any other ancillary payments of a like nature.

### **35.2 Voluntary redundancy**

The Company will invite people to volunteer for redundancy and they will be considered in the final decision, subject to skill requirements.

### **35.3 Severance pay**

#### **35.3.1 Severance pay**

An employee, whose employment is terminated by reason of redundancy, is entitled to the following amount of severance pay in respect of a period of continuous service.

Period of continuous service	Severance pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay

4 years and less than 5 years	8 weeks' pay
5 years and less than 6 years	10 weeks' pay
6 years and less than 7 years	11 weeks' pay
7 years and less than 8 years	13 weeks' pay
8 years and less than 9 years	14 weeks' pay
9 years and less than 10 years	16 weeks' pay
10 years and over	12 weeks' pay

35.3.2 Continuity of service shall be calculated from the first day of employment.

35.3.3 Where this Agreement is silent on a minimum standard applicable to redundancy pay, the Fair Work Act and National Employment Standards apply.

### **35.4 Alternative Employment**

The Company may make an application to Fair Work Commission to have the general severance pay prescription varied if the Company obtains acceptable alternative employment for an employee.

### **35.5 Access to Long Service Leave**

Refer to clause 25.4.

### **35.6 Transmission of business**

35.6.1 The provisions of this clause are not applicable where a business is before or after the date of this Agreement, transmitted from an employer (in this clause called the transmittor) to another employer (in this clause called the transmittee), in any of the following circumstances:

- (a) Where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee 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 transmittor to be continuous service of the employee with the transmittee.

### **35.7 Employees exempted**

This clause does not apply to:

- employees terminated as a consequence of serious misconduct that justifies dismissal without notice;
- probationary employees;
- apprentices;
- trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement;
- employees engaged for a specific period of time or for a specified task or tasks;



- an employee prescribed in accordance with section 123(1) of the Fair Work Act; or
- casual employees.

### **35.8 Employee Leaving During Notice Period**

An employee given notice of termination in circumstances of redundancy may terminate his/her employment during the period of notice set out in clause 34.1.1. In this circumstance the employee will be entitled to receive the benefits and payments they would have received under this clause had they remained with the Company until the expiry of the notice, but will not be entitled to payment in lieu of notice.

### **35.9 Job Search Entitlement**

35.9.1 During the period of notice of termination given by the Company in accordance with 34.1.1 an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

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

35.9.3 The job search entitlements under this clause apply in lieu of the provisions of clause 34.3.

### **35.10 Transfer to Lower Paid Duties**

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

## **36 Security**

The parties to this Agreement agree that it would be an efficient practice for the responsibility of security to be in-house.

Employees agree that designated person(s) responsible for ensuring the security of the plant would be a more economical practice.

## **37 Health and safety**

The parties to this Agreement recognise that addressing this issue is in the interests of all persons who enter these premises. It is the responsibility of the Company and its employees to operate safely and within the agreed safety policies.

Reporting of near misses and/or accidents on the Incident Notification Forms is required by law. The Human Resources Manager should be notified within 24 hours of the incident. Reporting of such incidents should be carried out by the observer of the near miss, or in the case of an accident, the First Aid Officer in consultation with the Departmental Supervisor.

Employees agree to utilise all appropriate safety and protective equipment prescribed by law and/or provided by the Company, including hearing, eye, body and respiratory protection, to ensure the alleviation of any unnecessary pain, suffering and trauma. First Aid Officers and Occupational Health and Safety Representatives will be properly trained.

The Company and all its employees, working through the Occupational Health & Safety Committee, are committed to, wherever possible, removing and/or controlling hazards in the workplace. In addition, the Company considers blatant and deliberate breaches of safety

procedures a disciplinary matter, to be dealt with in accordance with the Counselling and Disciplinary Procedures.

The Company will offer programs to help employee manage their own health and safety. This will include protective clothing and footwear, Personal Protective Equipment (PPE), Flu Injections, Employee Assistant Program (EAP), presentation on safety and person health (including physical and mental) and access to a subsidy for approved gym memberships for permanent employees.

### **37.1 Flu Injections**

The Company will offer annual flu injections subject to the completion of the paperwork for the Company administering the vaccine.

### **37.2 Employee Assistance Program (EAP)**

Keech values the importance of its employees in the success of its business and recognises that everyone goes through some challenging times in their lives. These challenges may be personal, or work related which may affect their quality of life, and in some cases, this may have an adverse effect on their work performance. Left unresolved, these problems may not only be detrimental to the individual's health, wellbeing and performance, but also have the potential to jeopardise the safety of clients, fellow employees and members of the public.

To ensure that support is available for employees experiencing challenges an Employee Assistance Program (EAP) is available whereby employees can access an external counselling service. The service is free, voluntary and confidential. The EAP is aimed to assist employees in dealing with personal, family, financial and / or work issues that affect their quality of life. Through access to qualified counsellors, employees have the opportunity to identify problems and find a way of resolving them.

Employees will be offered three (3) sessions per year. If more are required, this will be reviewed on an individual case.

### **37.3 Smoking**

To protect employees from second hand smoke the Company will establish only one protected area away from buildings for employees to smoke in during designated breaks.

Smokers will be required to sign a document confirming that they will only smoke in the designated smoking area during designated breaks and are responsible for keeping the area clean.

### **37.4 Health Checks**

The company will offer annual health checks, which attendance will be voluntary and conducted in a way to ensure the highest level of confidentiality.

Statistical results will assist in the selection of Health and Safety Presentations.

### **37.5 Health and Safety Presentations**

These presentations will be aimed at improving employees Health and Safety. Presentation will range from Men's health talk to information about hearing protection and assistance to quit smoking.

## **38 Catered Lunches**

The Company will provide four (4) lunches throughout the calendar year.

## **39 Cigarette lighters**

The Company and its employees acknowledge the issues of safety, relating to the use and disposal of cigarette lighters.

Cigarette lighters are prohibited within both foundries.

#### **40 Housekeeping**

The parties will develop the guidelines for proper housekeeping for their individual work areas. The parties recognise that poor housekeeping can lead to inefficiency and safety problems. All employees agree to maintain good housekeeping standards as part of their normal tasks to ensure a safe, clean and productive working environment.

The Workplace Consultative Committee will consider the requirements in each area as to keeping work areas both clean and tidy, which includes putting tools away when not required and the best time for housekeeping to be attended to.

#### **41 Quality Assurance**

It is agreed that there will be ongoing commitment of total co-operation in assisting the Company in retaining its ISO 9001:2015, ISO 14001: 2015 and AS/NZS 4801: 2001: accreditations, to ensure the Company's ongoing competitiveness in the local, domestic and export markets.

All employees will be responsible for the quality and inspection of their own work within classification and training.

It is expected that the Company will consult with the employees in relation to the trialling and use of new plant and equipment, and changes in technology which will be required to keep the Company competitive.

#### **42 Communication**

The parties agree effective communication needs to be promoted within the Company.

It is understood that Management is governed by an open-door policy, which applies to all employees.

The parties agree that the continued use of various meetings will enable the flow of information within the foundry.

#### **43 Waste management**

Employees agree that waste management and recycling procedures are both environmentally and economically sound practices. It is a requirement of all Company employees to follow best practices.

Employees, with direction from Management, will ensure that recycling on this site is maintained. Specifically, sand and rubbish will be disposed of in the correct manner.

There will also be an effort to reduce the Company's scrap rate. Genuine efforts to minimise waste on the site will have direct implications for the viability of the Company.

#### **44 Monitoring of this Agreement**

The parties shall continuously monitor the application of this Agreement to ensure that the objectives of this Agreement are met.

Any changes to the National Employment Standards which may occur and impact upon this Agreement even though not included, shall be implemented by the Company.


#### **45 Fair Work Information Statement**

The Company will provide each employee with a Fair Work Information Statement, before, or as soon as practicable after the employee starts employment. The Company will not provide an employee with a Fair Work Information Statement more than once in any 12-month period.

**KEECH FOUNDRY PTY LTD CERTIFIED AGREEMENT 2019**  
**SIGNATORIES TO AGREEMENT**

SIGNED FOR THE COMPANY:

**Signature**

  
\_\_\_\_\_

Full Name of Signatory (please print)

BRENT CARL BEVENS  
\_\_\_\_\_

Address of Signatory

33 JEFFREY AVENUE, FROCA HILL.  
\_\_\_\_\_

Position of Signatory

HR MANAGER  
\_\_\_\_\_

Date Signed

07/03/2019.  
\_\_\_\_\_

SIGNED FOR THE UNION by two representatives:

**Signature**

\_\_\_\_\_

Full Name of Signatory (please print)

\_\_\_\_\_

Address of Signatory

\_\_\_\_\_

Position of Signatory

\_\_\_\_\_

Date Signed

\_\_\_\_\_

**Signature**

\_\_\_\_\_

Full Name of Signatory (please print)

\_\_\_\_\_

Address of Signatory

\_\_\_\_\_

Position of Signatory

\_\_\_\_\_

Date Signed

\_\_\_\_\_

SIGNED by two representatives of the employees covered by the Agreement:

**Signature**



Full Name of Signatory (please print)

MARK SCOTT

Address of Signatory

97 STRICKLAND ST ASCOT

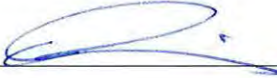
Position of Signatory

PRODUCTION EMPLOYEE

Date Signed

07-03-2019

**Signature**



Full Name of Signatory (please print)

COREY MARK ROBINSON

Address of Signatory

30 SAXIBY DRIVE STRATHFIELD SA

Position of Signatory

SUPERVISOR

Date Signed

07-03-2019

## **Appendix 1 - Classification Structure**

### **1 Classification definitions and skill based career paths**

The definitions of the classifications for each of the wage levels referred to in this Agreement are set out in this Appendix.

### **2 Procedure for classifying employees**

- 2.1.1 The procedures for reclassifying employees under this agreement are set out in the National Metal and Engineering Competency Standards Implementation Guide distributed by the Manufacturing Industry Skills Council (“MISC”).
- 2.1.2 Without detracting from any of the processes set out in this clause, any disputes in relation to classification or reclassification, including disputes relating to the terms of the National Metal and Engineering Competency Standards Implementation Guide, shall be handled in accordance with the dispute resolution procedure of this agreement.
- 2.1.3 It shall be a term of the agreement that where there is agreement to implement the standards at the Company, or in the event that the classification of an employee is called into question, the issue shall be settled by the application of competency standards in accordance with this clause and the National Metal and Engineering Competency Standards Implementation Guide or by reference to the minimum training requirement in the relevant classification definition, except as provided in clauses 2.1.4 or 2.1.5, below.
- 2.1.4 Where the employee has a relevant qualification recognised as a minimum training requirement for the level at which the employee seeks to be classified and he or she is exercising or will be required to exercise the skills and knowledge gained from that qualification necessary for that level of work the employee shall be classified appropriately. It is up to the Company to demonstrate reasons for a qualification that is a recognised minimum training requirement not being regarded as relevant for an employee's work. Any disputes which cannot be resolved over the application of this clause in the first instance are to be referred to the dispute settlement procedure of this Agreement.
- 2.1.5 Where skill standards have not been finalised in respect of any class of work, and this is necessary for determining an employee's classification, employees performing such work shall not be reclassified until such standards are available except as provided for in 2.1.4, above.
- 2.1.6 All employees engaged under the agreement at the relevant classification levels shall be subject to the metal and engineering competency standards.

### **3 Facilitation of implementation**

Any disputes or difficulty or likely dispute or difficulty in relation to the implementation of competency standards shall be dealt under the dispute settlement procedure of this Agreement.

### **4 Points**

The points to be assigned to the classification levels under this agreement shall be:

Classification Level	Recommended Points
C14	-
C13	-

C12	32
C11	64
C10	96
C9	12 additional points above C10
C8	24 additional points above C10
C7	36 additional points above C10
C6	48 additional points above C10

and in accordance with Table 2 in the National Metal and Engineering Competency Standards Implementation Guide.

## 5 Classification Structure

The classification structure is below:

Class No.	Classification Title	Minimum Training Requirement	Wage Relativity to C10*
C6	Advanced Engineering Tradesperson - Level 1	C10 + 80% towards a Diploma of Engineering - Advanced Trade or equivalent.	125%
	Engineering Technician - Level IV	50% towards an Advanced Diploma of Engineering, or 85% towards a Diploma of Engineering - Technical or equivalent.	
C7	Higher Engineering Tradesperson and Special Class Level II	Certificate IV in Engineering or C10 + 60% towards a Diploma of Engineering or equivalent.	115%
	Engineering Technician - Level III	Certificate IV in Manufacturing Technology provided that the minimum level of experience referred to in the Manufacturing and Associated Industries - Skills Development - Wages and Conditions has been completed or 45% towards an Advanced Diploma of Engineering, or 70% towards a Diploma of	

		Engineering - Technical or equivalent	
C8	Engineering Tradesperson - Special Class Level I	C10 + 40% towards a Diploma of Engineering or equivalent	110%
	Engineering Technician - Level II	40% towards an Advanced Diploma of Engineering, or 60% towards a Diploma of Engineering - Technical or equivalent	
C9	Engineering Tradesperson - Level II	C10 + 20% towards a Diploma of Engineering or equivalent	105%
	Engineering Technician - Level I	Certificate III in Engineering - Technician, or Certificate III Manufacturing Technology, provided that the minimum level of experience referred to in the Manufacturing and Associated Industries - Skills Development - Wages and Conditions has been completed or 50% towards a Diploma of Engineering or equivalent	
C10	Engineering Tradesperson - Level I	Recognised Trade Certificate or Certificate III in Engineering - Mechanical Trade, or Certificate III in Engineering - Fabrication Trade, or Certificate III in Engineering - Electrical/Electronic Trade or equivalent	100%
	Production Systems Employee	Engineering Production Certificate III, or	



		Certificate III in Engineering - Production Systems  or equivalent	
C11	Engineering/Production Employee - Level IV	Engineering Production Certificate II, or  Certificate II in Engineering - Production Technology  or equivalent	92.4%
C12	Engineering/Production Employee - Level III	Engineering Production Certificate I or Certificate II in Engineering  or equivalent	87.4%
C13	Engineering/Production Employee Level II	In-house training	82%
C14	Engineering/Production Employee - Level 1	Up to 38 hours induction training	78%

\* The percentage relativities column reflects the original percentages; these have changed over time due to flat dollar arbitrated safety net adjustments.

Note: Where employees are performing supervisory responsibilities, they are to be classified in accordance with the Trainer/Supervisor/Coordinator definitions.

## 6 Classification definitions

In these definitions:

“Or equivalent” means any training which a registered provider (e.g. TAFE), or State recognition authority recognises as equivalent to an accredited course which MISC recognises for this level. This can include advanced standing through recognition of prior learning and/or overseas qualifications; or, where competencies meet the requirements set out in MISC competency standards in accordance with the National Metal and Engineering Competency Standards Implementation Guide.

“Work within the scope of this level” means, for an employee who does not hold a qualification listed as a minimum training requirement, the employee shall apply skills within the Company selected in accordance with the National Metal and Engineering Competency Standards Implementation Guide. Competencies selected must be competency standards recognised as relevant and appropriate by MISC and as endorsed by the National Training Quality Council.

“Engineering Streams” are the three broad engineering streams recognised within the classification definitions set out in Schedule D, namely: Electrical/electronic; fabrication; and mechanical. Additionally, there are five vocational fields (as defined). The streams are defined as:

“Electrical/electronic stream” includes the design, assembly, manufacture, installation, modification, testing, fault finding, commissioning, maintenance and service of all electrical and electronic devices systems, equipment and controls, e.g., electrical wiring, motors,

generators, PLC's and other electronic controls, instruments, refrigeration, telecommunications, radio and television, communication and information processing.

“Mechanical stream” includes the design, assembly, manufacture, installation, modification, testing, fault finding, commissioning, maintenance and service of all mechanical equipment, machinery, fluid power systems, automotive mechanics, instruments, refrigeration, and the use of related computer controlled equipment, e.g., Computer Numeric Controlled machine tools.

“Fabrication stream” includes fabrication, forging, carpentry, plumbing, founding, structural steel erection, electroplating, metal spinning, metal polishing, sheet metal work and the use of related computer controlled equipment. This includes fabrication in all metals, plastics, carbon fibre, composite materials, ceramics and other materials.

“Vocational fields” are the five vocational fields recognised within the classification structure of this Agreement, namely: trade; technical; engineering/production; supervisor/trainer/coordinator; and professional.

The vocational fields are defined as:

- a) “Trade” includes an employee who possesses as a minimum qualification a trade certificate in any of the engineering streams or Certificate IV in Engineering including Higher Engineering Trades or Special Class Trades.
- b) “Technical field” includes production planning, including scheduling, work study, and estimating materials, handling systems and like work; technical including inspection, quality control, supplier evaluation, laboratory, non-destructive testing, technical purchasing, and design and development work (prototypes, models, specifications) in both product and process areas and like work; and design and draughting and like work.
- c) “Engineering/production field” includes employees primarily engaged in production work including production, distribution, stores and warehousing, but does not require a qualification in the trade, technical, professional or supervisory fields.

The classification definitions proper are:

#### **WAGE GROUP: C14**

##### Engineering/Production Employee - Level I

As Engineering/Production Employee - Level I is an employee who is undertaking up to 38 hours induction training which may include information on the enterprise, conditions of employment, introduction to supervisors and fellow workers, training and career path opportunities, plant layout, work and documentation procedures, occupational health and safety, equal employment opportunity and quality control/assurance.

An employee at this level performs routine duties essentially of a manual nature and to the level of his/her training:

- i) performs general labouring and cleaning duties
- ii) exercises minimal judgement
- iii) works under direct supervision or
- iv) is undertaking structured training so as to enable them to work at the C13 level.

#### **WAGE GROUP: C13**

##### Engineering/production Employee - Level II

An Engineering/Production Employee - Level II is an employee who has completed up to three months structured training so as to enable the employee to perform work within the scope of this

level.

An employee at this level performs work above and beyond the skills of an employee at C14 and to the level of his/her skills, competence and training.

- i) Works in accordance with standard operating procedures and established criteria;
- ii) Works under direct supervision either individually or in a team environment;
- iii) Understands and undertakes basic quality control/assurance procedures including the ability to recognise basic quality deviations/faults;
- iv) Understands and utilises basic statistical process control procedures;
- v) Follows safe work practices and can report workplace hazards.

#### **WAGE GROUP: C12**

Engineering/Production Employee - Level III

An Engineering/Production Employee - Level III is an employee who has completed an Engineering Production Certificate I or Certificate II in Engineering or equivalent so as to enable the employee to perform work within the scope of this level.

An employee at this level performs work above and beyond the skills of an employee at C13 and to the level of his/her skills, competence and training.

- i) Is responsible for the quality of his/her own work subject to routine supervision;
- ii) Works under routine supervision either individually or in a team environment;
- iii) Exercises discretion within his/her level of skills and training;
- iv) Assists in the provision of on the job training.

#### **WAGE GROUP: C11**

Engineering/Production Employee - Level IV

An Engineering/production Employee - Level IV is an employee who has completed an Engineering Production Certificate II or Certificate II in Engineering - Production Technology or equivalent so as to enable the employee to perform work within the scope of this level.

An employee at this level performs work above and beyond the skills of an employee at C12 and to the level of his/her skills, competence and training.

- i) Works from complex instructions and procedures;
- ii) Assists in the provision of on-the-job training;
- iii) Co-ordinates work in a team environment or works individually under general supervision;
- iv) Is responsible for assuring the quality of his/her own work.

#### **WAGE GROUP: C10**

Engineering Tradesperson - Level I

An Engineering Tradesperson - Level I is an employee who holds a trade certificate or tradespersons rights certificate or equivalent as an:

- i) Engineering Tradesperson (Electrical/Electronic) - Level I;
- ii) Engineering Tradesperson (Mechanical) - Level I;

- iii) Engineering Tradesperson (Fabrication) - Level I;
- iv) or equivalent

and is able to exercise the skills and knowledge of the engineering trade so as to enable the employee to perform work within the scope of this level.

An Engineering Tradesperson - Level I works above and beyond an employee at C11 and to the level of his/her skills, competence and training.

- i) Understands and applies quality control techniques;
- ii) Exercises good interpersonal and communications skills;
- iii) Exercises keyboard skills at a level higher than C11;
- iv) Exercises discretion within the scope of this classification level;
- v) Performs work under limited supervision either individually or in a team environment;
- vi) Operates lifting equipment incidental to his/her work;
- vii) Performs non-trade tasks incidental to his/her work;
- viii) Performs work which while primarily involving the skills of the employee's trade is incidental or peripheral to the primary task and facilitates the completion of the whole task. Such incidental or peripheral work would not require additional formal technical training;
- ix) Able to inspect products and/or materials for conformity with established operational standards.

#### Production Systems Employee

A Production Systems Employee is an employee who, while still being primarily engaged in Engineering /Production work applies the skills acquired through the successful completion of an Engineering Production Certificate III or Certificate of Engineering – Production Systems or equivalent in the production, distribution, or stores functions so as to enable the employee to perform work within the scope of this level.

A Production Systems Employee works above and beyond an employee at C11 and to the level of his/her skills, competence and training.

- i) Understands and applies quality control techniques;
- ii) Exercises good interpersonal communications skills;
- iii) Exercises discretion within the scope of this classification level;
- iv) Exercise keyboard skills at a level higher than C11;
- v) Performs work under limited supervision either individually or in a team environment;
- vi) Able to inspect products and/or materials for conformity with established operational standards.

#### **WAGE GROUP: C9**

Engineering Tradesperson - Level II

Engineering Technician - Level I

An Engineering Tradesperson - level II is an:

- i) Engineering Tradesperson (Electrical/Electronic) - Level II; or
- ii) Engineering Tradesperson (Mechanical) - Level II; or

iii) Engineering Tradesperson (Fabrication) - Level II:

who has completed the minimum training requirements specified in this clause or equivalent.

An Engineering Tradesperson - Level II works above and beyond a tradesperson at C10 and to the level of his/her skills and competence and training performs work within the scope of this level.

- i) Exercises discretion within the scope of this classification;
- ii) Works under limited supervision either individually or in a team environment;
- iii) Understands and implements quality control techniques;
- iv) Provide trade guidance and assistance as part of a work team;
- v) Operates lifting equipment incidental to his/her work;
- vi) Performs non-trade tasks incidental to his/her work.

Engineering Technician - Level I

An Engineering Technician - Level I is an employee who has the equivalent level of training of a C9 Engineering Tradesperson or equivalent so as to enable the employee to apply skills within the scope of this level. The skills exercised by the Engineering Technician Level I are in the technical fields as defined by this agreement including draughting, planning or technical tasks requiring technical knowledge.

At this level the employee is engaged on routine tasks in the technical fields.

**WAGE GROUP: C8**

Engineering Tradesperson - Special Class Level I

Engineering Technician - Level II

A Special Class Engineering Tradesperson - Level I means a:

- i) Special Class Engineering Tradesperson (Electrical/Electronic) - Level I; or
- ii) Special Class Engineering Tradesperson (Mechanical) - Level I; or
- iii) Special Class Engineering Tradesperson (Fabrication) - Level I;

who has completed the minimum training requirements specified in clause 6 of this Appendix or equivalent.

An Engineering Tradesperson Special Class - Level I works above and beyond a tradesperson at C9 and to the level of his/her skills, competence and training performs work within the scope of this level.

- i) Provides trade guidance and assistance as part of a work team;
- ii) Assists in the provision of training in conjunction with supervisors and trainers;
- iii) Understands and implements quality control techniques;
- iv) Works under limited supervision either individually or in a team environment;
- v) Operates lifting equipment incidental to his/her work;
- vi) Performs non-trade tasks incidental to his/her work.

Engineering Technician - Level II

An Engineering Technician - Level II is an employee who has the equivalent level of training of a C8 Engineering Tradesperson Special Class - Level I or equivalent so as to enable the employee

to apply skills within the scope of this level. The skills exercised by the Engineering Technician Level II are in the technical fields as defined by this Agreement including draughting, planning or technical tasks requiring technical knowledge.

At this level the employee is required to exercise judgment and skill in excess of that required at C9 under the supervision of technical or professional staff.

**WAGE GROUP: C7**

Engineering Tradesperson - Special Class Level II

Engineering Technician - Level III

A Special Class Engineering Tradesperson - Level II means a:

- i) Special Class Engineering Tradesperson (Electrical/Electronic) - level II; or
- ii) Special Class Engineering Tradesperson (Mechanical) - Level II; or
- iii) Special Class Engineering Tradesperson (Fabrication) - Level II; or
- iv) Higher Engineering Tradesperson

who has completed the minimum training requirements specified in this clause or equivalent.

An Engineering Tradesperson - Special Class Level II works above and beyond a tradesperson at C8 and to the level of his/her skills, competence and training performs work within the scope of this level.

- i) Is able to provide trade guidance and assistance as part of a work team;
- ii) Provides training in conjunction with supervisors and trainers;
- iii) Understands and implements quality control techniques;
- iv) Works under limited supervision either individually or in a team environment;
- v) Operates lifting equipment incidental to his/her work;
- vi) Performs non-trade tasks incidental to his/her work.

Engineering Technician - Level III

Engineering Technician - Level III is an employee who has the equivalent level of training of a C7 - Engineering Tradesperson Special Class Level II or equivalent so as to enable the employee to apply skills within the scope of this level. The skills exercised by the Engineering Technician Level III are in the technical fields as defined by this agreement including draughting, planning or technical tasks requiring technical knowledge.

At this level the employee is engaged in detail draughting and/or planning or technical duties requiring judgement and skill in excess of that required of a technician at C8 under the supervision of technical or professional staff.

**WAGE GROUP: C6**

Advanced Engineering Tradesperson - Level I

Engineering Technician - Level IV

An Advanced Engineering Tradesperson - Level I means an:

- i) Advanced Engineering Tradesperson (Electrical/Electronic) - Level I; or
- ii) Advanced Engineering Tradesperson (Mechanical) - Level I; or
- iii) Advanced Engineering Tradesperson (Fabrication) - Level I

who has completed the minimum training requirements specified in this clause or equivalent.

An Advanced Engineering Tradesperson - Level I works above and beyond a tradesperson at C7 and to the level of his/her skills, competence and training performs work within the scope of this level.

- i) Undertakes quality control and work organisation at a level higher than for C7;
- ii) Provides trade guidance and assistance as part of a work team;
- iii) Assists in the provision of training to employees in conjunction with supervisors/trainers;
- iv) Works under limited supervision either individually or in a team environment;
- v) Prepares reports of a technical nature on specific tasks or assignments;
- vi) Exercises broad discretion within the scope of this level;
- vii) Operates lifting equipment incidental to his/her work;
- viii) Performs non-trade tasks incidental to his/her work.

#### Engineering Technician - Level IV

An Engineering Technician - Level IV is an employee who has the equivalent level of training of a C6 - Advanced Engineering Tradesperson Level I or equivalent so as to enable the employee to apply skills within the scope of this level. The skills exercised by the Engineering Technician Level IV are in the technical fields as defined by this Agreement including draughting, planning or technical tasks requiring technical knowledge.

At this level the employee is engaged in detail draughting and/or planning and/or technical duties requiring judgement and skill in excess of that required of a technician at C7 under the supervision of technical and/or professional staff.

## IN THE FAIR WORK COMMISSION

FWC Matter No.:  
AG2019/764

Applicant:

Keech Foundry Pty Limited ACN 002 888 600

Section 185 – Application for approval of a single enterprise agreement

### Undertaking- Section 190

I, Brent Bruns, Human Resources Manager for Keech Foundry Pty Limited ACN 002 888 600 (the "Company") give the following undertakings with respect to the Keech Foundry Pty Limited Collective Agreement 2019 ("the Agreement")

1. I have the authority given to me by the Company to provide this undertaking in relation to the application before the Fair Work Commission.
2. The Company undertakes that with effect from 1 July 2019, clause 15.5.1 of the Agreement is amended to delete "\$0.48 per hour extra" and replace it with "\$0.80 per hour extra".
3. The Company undertakes that no employees are generally required to be rostered on standing by. Where, due to operational requirements, it is necessary for an employee to be rostered to be standing by in accordance with the terms of clause 19.7 of the Agreement, the Company undertakes that:
  - a) where the employee's gross earnings are less than the amount which is payable under the terms of the Manufacturing and Associated Industries Occupations Award 2010 (**Award**) for those hours, the employee will be paid greater than the amount payable under the terms of the Award, in lieu of the amount payable under the terms of the Agreement; and
  - b) employees who undertake standby duties will be the subject of monthly reconciliations by the Company to ensure that employees are better off than they otherwise would have been under the Award. If at the conclusion of a reconciliation an employee has received a lesser entitlement than other under the Award then the employee will be paid the difference between the remuneration plus 1% of the difference, in lieu of the amount payable under the terms of the Agreement.
4. The Company undertakes that where an employee carries out higher duties in accordance with the terms of clause 15.3 of the Agreement, then:
  - a) where the employee's gross earnings would be less than the amount which is payable under the terms of the Award for those hours worked, the employee will be paid greater than the amount payable under the terms of the Award, in lieu of the amount payable under the terms of the Agreement; and



- b) employees who undertake higher duties will be the subject of monthly reconciliations by the Company to ensure that employees are better off than they otherwise would have been under the Award. If at the conclusion of a reconciliation an employee has received a lesser entitlement than other under the Award then the employee will be paid the difference between the remuneration plus 1% of the difference, in lieu of the amount payable under the terms of the Agreement.
- 5. The Company undertakes that clause 34.1.6(b) will operate subject to the National Employment Standards such that where the National Employment Standards specify a period of notice for apprentices, that period of notice shall apply.
- 6. The Company undertakes that there are no continuous shiftworkers. Where, due to operational requirements, it is necessary for an employee to work as a continuous shiftworker, the Company undertakes that where their gross earnings under the Agreement would be less than the amount which would payable under the terms of the Award for those hours worked, the employee will be paid greater than the amount payable under the terms of the Award, in lieu of the amount payable under the terms of the Agreement.
- 7. The Company undertakes that clause 19.1.1 is amended and will read as follows:

*“19.1.1 Except as provided for in clauses 19.1.4, 19.9 and 19.10, for all work done:*

*(a) in excess of the standard 40 hours in any week,*

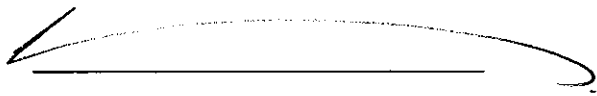
*(b) outside standard hours on any day or shift, as defined in clause 17.3,*

*the overtime rate is time and a half for the first three hours and double time thereafter until completion of the overtime work.”*

The Company will ensure that the wages paid or benefits accrued to an employee working overtime as specified under clause 19.1.1(a) of the Agreement will be paid or accrued in excess of the equivalent classification and wage rate specified in the Award as well as any overtime.

- 8. In relation to reserved time that employees may accrue under clause 26 of the Agreement, for the avoidance of doubt the Company undertakes that:
  - a) reserved time accrues to allow employees to take a period of paid time off to be taken as agreed between the employee and the Company in accordance with clause 26.2 of the Agreement;
  - b) employees may also request that reserved time be cashed out in accordance with clause 26.4 of the Agreement;
  - c) employees who cash out any reserved time in accordance with the terms of clause 26.4 of the Agreement, will be the subject of monthly reconciliations by the Company to ensure that employees are better off than they otherwise would have been under the Award. If at the conclusion of a reconciliation, an employee has received a lesser entitlement than other under the Award, then the employee will be paid the difference between the remuneration plus 1% of the difference, in lieu of the amount payable under the terms of the Agreement.

9. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

A handwritten signature in black ink, consisting of a series of loops and a long horizontal stroke that ends in a small hook.

Signature

30 - 08 - 2019

Date