

| Summary comparison of terms of the Tyree Industries Enterprise Agreement 2020 with the 2017 Enterprise Agreement and Manufacturing Award | | | | |
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| Condition/Issue | Tyree Industries EA 2017 (2017 EA) | Proposed Tyree Industries EA 2020 (2020 EA) | <i>Manufacturing and Associated Industries and Occupations Award 2020 (Manufacturing Award)</i> | Notes |
| Term | <u>Introduction</u> <ul style="list-style-type: none"> Commencement date – 13 December 2017 Nominal expiry date – 30 June 2020 | <u>Clause 1</u> <ul style="list-style-type: none"> Commencement date – 7 days after approval by FWC Nominal expiry date- 30 June 2021 | <ul style="list-style-type: none"> Commenced 1 January 2010 | Commencement date of 2020 EA dependent on when the EA is approved by the FWC. |
| Relationship to Award | <u>Introduction</u> <ul style="list-style-type: none"> The Award (as amended from time to time) is incorporated into the 2017 EA. The 2020 EA takes precedence if inconsistent with the Award (e.g., pay rates) | <u>Clause 1</u> As per the 2017 EA | This Fair Work Commission consolidated modern award incorporates all amendments up to and including 27th July 2020. | No changes from 2017 EA. |
| Relationship to National Employment Standards (NES) | <u>Introduction</u> NES applies | <u>Clause 1 (Introduction)</u> <ul style="list-style-type: none"> Sits in conjunction with the NES If there is an inconsistency between NES and the 2020 EA, and the NES provides a greater benefit, the greater benefit will apply. | <u>Clause 3</u> Read in conjunction with the NES which contain the minimum conditions of employment | The 2020 EA now confers a greater benefit provided under the NES where there is an inconsistency between the EA and the NES. |
| Scope | <u>Introduction</u> The 2017 EA Covers: <ul style="list-style-type: none"> Tyree Industries Pty Ltd (Tyree); and Employees employed by Tyree and employed in the classification covered by the classification structure at Appendix A | <u>Clause 1</u> Coverage of the 2020 EA is as per the coverage indicated at the Introduction clause of the 2017 EA. | <u>Clause 4 discusses coverage</u> , namely, that “the award covers employers throughout Australia of employees in the Manufacturing and Associated Industries and Occupations who are covered by the classifications in this award and those employees.” | No changes from 2017 EA. |

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| Flexible Arrangements | <u>Clause Y (Flexibility)</u> <ul style="list-style-type: none"> The Employer and an Employee may make an individual flexible agreement in relation to when work is to be performed, overtime rates, penalty rates, and allowances | <u>Clause 27 (Flexibility)</u> <p>As per clause Y of the 2017 EA</p> | <ul style="list-style-type: none"> <u>Clause 5</u> of the Award discusses flexibility arrangements. <u>Clause 6</u> of the Award deals with requests for flexible working arrangements. | No change from 2017 EA |
| Employment Categories | <u>Clause A</u> <ul style="list-style-type: none"> Tyree may engage a full time or part time employee under a 6-month qualifying period, after which Tyree may offer permanent employment in writing. The qualifying period counts towards the employee's length of continuous service. Full time employment- not part time or casual Part time employment- engaged for less than an average of 38 hours per week Casual employee - engaged and paid as a casual, paid a minimum 25% casual loading, right to elect casual conversion to permanent employment if employment is greater than 6 months. | <u>Clause 3 (Employment Categories)</u> <ul style="list-style-type: none"> Full time and permanent employees may be engaged for a 6-month qualifying period as per clause A of the 2017 EA. Tyree is entitled to extend the qualifying period in consultation with the employee. Full time employment- as per clause A2 of the 2017 EA, and clause 9 of the Award. Part time employment- as per clause A3 of the 2017 EA, and clause 10.1 of the Award. Casual employment- engaged and paid as a casual, paid a minimum 25% casual loading, right to request casual conversion to permanent employment <u>as per the Award</u> | <u>Part 2 – clauses 8 through 11 (Types of employment)</u> <ul style="list-style-type: none"> Full time employees – those not specifically engaged as part time or casual Part time employees – works an average of less than 38 ordinary hours per week, minimum engagement of 4 consecutive hours per shift, times worked in excess of agreed hours is paid at overtime rates Casual employees- one that is engaged and paid as a casual, casual loading is 25%, minimum engagement of 4 consecutive hours per engagement, right to request conversion to permanent employment after 6 months if working on a regular and systematic basis. | The 2020 EA now: <ul style="list-style-type: none"> Allows Tyree in consultation with an employee, extend the qualifying period for employees prior to offering a permanent role. Refers to the Award in circumstances where a casual has a right to elect to convert to permanent employment. |
| Hours of work, rostering and meal breaks | <u>Clause B (Ordinary Hours of Work) and clause C (Meal Breaks)</u> <ul style="list-style-type: none"> Ordinary hours of work- 38 hours per week, Monday to Friday, this can include | <u>Clause 4 (Ordinary Hours of Work) and clause 5 (Meal Breaks)</u> <ul style="list-style-type: none"> Ordinary hours of work- as per clause B1 to B2 of the 2017 EA. | <u>Clause 17 (Ordinary hours of work and rostering) and clause 18.1 (Meal Breaks)</u> <ul style="list-style-type: none"> Subject to clause 17.5 of the Award, ordinary hours of | <ul style="list-style-type: none"> Any changes to shift patterns or hours of work must now comply with the need to consult with employees in accordance with the Award. |

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| | <p>Saturdays and Sundays subject to an agreement between Tyree and employee.</p> <ul style="list-style-type: none"> • Spread of hours for day workers – between 6am and 6pm, which can be altered by up to 1 hour at either end of the spread (by agreement) • Tyree may alter allocated shifts with 2 weeks’ notice or less in cases of emergency. • Standard shift patterns of work are outlined at Table B of clause 7 (which includes meal breaks, but any other related meal break matters are in accordance with clause 38 of the 2010 Award) • 20-minute meal break required where overtime is worked on a Friday afternoon where they have worked more than 6 consecutive hours. | <ul style="list-style-type: none"> • Spread of hours for day workers – as per clause B4 of the 2017 EA. • Consultation about changes to roster or hours of work are in accordance with clause 41.2 of the Award • Standard shift patterns of work are outlined at Table 1 of clause 4g of the 2020 EA (which includes meal breaks, but any other related meal break matters are in accordance with clause 18 of the Award) | <p>work are an average of 38 hours per week, but not exceeding 152 hours in 28 days</p> <ul style="list-style-type: none"> • Maximum of 8 hours per day unless agreed to be arranged by one of the methods listed at clause 17.5 of the Award. • A 20 minute unpaid meal break must be provided after no more than 5 hours of consecutive work (unless otherwise agreed). | <ul style="list-style-type: none"> • Reference to the 20 minute meal break on Friday afternoon (clause C2 of 2017 EA) is omitted in the 2020 EA. Rather the 2020 EA now refers any meal break related matters to be dealt with in accordance with the Award. |
| Flexitime/RDOs | <p><u>Appendix D (Flexi-time/RDOs)</u></p> <p>Employees will work 40 hours per week, and be paid for 38 hours. The additional 2 hours will be accumulated by the employee as flexitime which can be used at a later date.</p> | <p><u>Appendix B (Flexi-time/RDOs)</u></p> <p>As per Appendix D of the 2017 EA.</p> | <p><u>Award clause 17.5</u> deals with methods of arranging ordinary working hours, including arrangements for rostered days off.</p> | <p>No change from the 2017 EA</p> |
| Wages | <p><u>Clause F (Payment of Wages) and clause G (Base Rate)</u></p> <ul style="list-style-type: none"> • Ordinary Hourly Pay Rates compensates for leave loading, omission of “Picnic Day”, and Service Premium. | <p><u>Clause 8 (Payment of Wages) and Clause 9 (Base Rate of Pay)</u></p> <p>Increase to wages of 1.75% (increased amount incorporated into table of pay rates at table 2 of clause 9)</p> | <p><u>Part 4 (clause 20)</u> of the Award discusses wage, allowance, and Classifications</p> | <ul style="list-style-type: none"> • The Base rate of pay under the 2020 EA is an all-inclusive hourly rate (unless otherwise specified). • The Base Rates of Pay under the 2020 EA are higher than the corresponding Base Rates Pay under the 2017 EA. There |

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| | <ul style="list-style-type: none"> • Base rate of pay absorbs all other allowances otherwise provided under the Award unless specified. • Base rates of pay provided under tables G(1), G(2) and G(3). | <ul style="list-style-type: none"> • Ordinary Hourly Pay Rate made up of base rate of pay, team leader allowance (where applicable), service premium (where applicable), and casual loading (where applicable). • Base rate of pay absorbs leave loading entitlements, and all other allowances otherwise provided under the Award (unless stated otherwise). • Base rates of pay provided under table 2 of clause 9. • Apprentices base rates of pay are as per table 2a of clause 9d. | | <p>has been an increase of 1.75% to rates of pay.</p> |
| <p>Allowances</p> | <p><u>Clause K (Allowances and Special Rates)</u></p> <ul style="list-style-type: none"> • First Aid allowance of \$15.80 per week on top of the Base Rate of Pay (where appropriately qualified and applicable). • Test Bay allowance of \$38 per week on top of base rate of pay (when designated to operate designated Test Bay). • Team Leader allowance of \$3.55 per hour on top of the base rate of pay (where appropriately qualified and applicable). Where overtime is performed in receiving this allowance, overtime premium is payable as per E6-E9 of the 2017 EA. | <p><u>Clause 13 (Allowances)</u></p> <ul style="list-style-type: none"> • Team Leader allowance of \$4.00 per hour as a component of the relevant Ordinary Hourly Rate of Pay (where appropriately qualified and applicable), that is, overtime and shift penalties apply as per the 2017 EA. • First Aid allowance of \$18 per week on top of the ordinary Hourly Rate of Pay (where appropriately qualified and applicable). • Test Bay allowance as per clause K2 of the 2017 EA. | <p><u>Clause 30 (Allowances and special rates)</u></p> <ul style="list-style-type: none"> • Clause 30 of the Award sets out various allowances payable under the Award. • Clause 30.3 of the Award provides a first aid allowance of \$17.16 per week as an additional amount (where appropriately qualified and applicable) • Clause 30.2(a) of the Award provides a weekly leading hand allowance based on the number of employees they are required to be in charge of. | <ul style="list-style-type: none"> • Other than the Team Leader Allowance, First Aid Allowance and Test Bay Allowance, the Base Rates of Pay under the 2017 EA and the 2020 EA incorporates all other allowances otherwise payable under the Award. • The First Aid Allowance, Test Bay Allowance and Team Leader Allowance are greater under the 2020 EA compared with the 2017 EA. |

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| Superannuation | <u>Clause H (Superannuation)</u> <ul style="list-style-type: none"> In line with the employer contributions under clause 31.1 and 31.2 of the Award Default fund is Australian Super Balanced Plan | <u>Clause 10 (Superannuation)</u> <p>As per clause H of the 2017 EA</p> | <u>Clause 31</u> discusses superannuation | No change from 2017 EA |
| Overtime | <u>Clause E (Overtime)</u> <p>Overtime rates are:</p> <ul style="list-style-type: none"> Monday to Friday- 150% of Ordinary Hourly Pay Rate for first 3 hours, and at 200% thereafter Saturdays- minimum payment of 4 hours, 150% for first 3 hours, and at 200% thereafter Sundays - minimum payment of 3 hours, all hours at 200% Any excess hours worked during an afternoon or night shift will be paid as overtime in accordance with the pay rates outlined above. Public Holidays – as per clause 31.12 of the 2010 Award | <u>Clause 7 (Overtime)</u> <ul style="list-style-type: none"> Overtime rates are as per clause E of the 2017 EA. Monday to Friday- 150% of Ordinary Hourly Pay Rate for first 3 hours, and at 200% thereafter Saturdays- minimum payment of 4 hours, 150% for first 3 hours, and at 200% thereafter Sundays - minimum payment of 3 hours, all hours at 200% Public Holidays – as per clause 32.7 of the Award | <u>Clause 32 (Overtime)</u> <ul style="list-style-type: none"> 150% of the ordinary hourly rate for the first 3 hours and 200% thereafter Sundays- 200% of the ordinary hourly rate, with a minimum of 3 hours payment. Clause 32.7 of the Award sets out public holiday overtime payments | No change to overtime rates from the 2017 EA. |
| Shift work | <u>Clause D (Provisions for Shift Workers)</u> <ul style="list-style-type: none"> Afternoon shift loading of 15% on top of Ordinary Hourly Rate of Pay Night shift loading of 30% on top of Ordinary Hourly Rate of Pay But for the changeover of shifts, employees not required to work more than 1 shift in each 24-hour period | <u>Clause 6 (Provisions for Shift Workers)</u> <ul style="list-style-type: none"> Afternoon shift loading as per clause D2 of the 2017 EA Night shift loading as per clause D2 of the 2017 EA Not required to work more than 1 shift per 24 hours as per clause D3 of the 2017 EA | <u>Clause 33 (Penalty Rates)</u> <ul style="list-style-type: none"> Afternoon shift loading of 15% on top of the ordinary hourly rate Night shift loading of 15% on top of the ordinary hourly rate Non successive afternoon and night shifts (as defined under 33.2(e)) attract a 50% loading on top of the ordinary hourly rate for the first 3 hours, and | <ul style="list-style-type: none"> No change to shift loadings from the 2017 EA The 2020 EA provides a greater night shift loading in comparison to the Award Award contemplates circumstances where shift work is not successive, is a permanent night shift, is continuous or where shift work is performed or on a Sunday, and provides particular loadings with |

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| | <ul style="list-style-type: none"> • May elect to take time off during a shift and 'make up' hours at a later time (Make Up Time) | Make Up Time as per clause D4 of the 2017 EA. | <p>a 100% loading for the remaining hours.</p> <ul style="list-style-type: none"> • Permanent night shifts (as defined at 33.2(f)) attract a 30% loading on top of the ordinary hourly rate. • Work on shifts other than rostered shifts (as defined at 33.2(g)) attract a 100% loading on top of the hourly rate (for continuous work), or 50% loading on top of the ordinary hourly rate for the first 3 hours, and a 100% loading thereafter (if employed on other shift work). • Continuous shift work (as defined at 33.2(b)) attracts a 100% loading on top of the ordinary hourly rate for all time worked on a Sunday and on public holidays (if a major portion of time is worked on the public holiday) | respect to each of those circumstances. Tyree will pay the higher penalty rate provided for in the Award, where applicable. |
| Taking leave during close down | <p><u>Clause S (taking leave during close down)</u></p> <ul style="list-style-type: none"> • Tyree may, with a minimum of 2 weeks' notice close down all or part of its enterprise for the purposes of granting annual leave • During such periods of close down, employees must firstly use any accrued annual leave | <p><u>Clause 21 (taking leave during close down)</u></p> <p>As per clause S of the 2017 EA</p> | <p><u>Clause 34.7 (Annual close down)</u></p> <p>Employers may close down any or all of its enterprise for the purpose of allowing annual leave with a minimum of 4 weeks' notice.</p> | The Award provides for a minimum 4 week notice period in circumstances of a close down period, whereas the 2020 EA requires Tyree to only provide a 2 week notice period. |
| Leave | <p><u>Clause R (Annual Leave), T (Personal leave), and U (Community Service Leave)</u></p> | <p><u>Clauses 20 (Annual leave), 22 (Personal Carers Leave), and 23 (Community Service Leave)</u></p> | <p><u>Clauses 34 (Annual leave), 35 (Personal Carers Leave), 37 (Community Service Leave)</u></p> | <ul style="list-style-type: none"> • No change from 2017 EA |

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| | <ul style="list-style-type: none"> • Leave entitlements as per the NES • Annual leave loading is absorbed into the Base Rate of Pay | <ul style="list-style-type: none"> • Leave entitlements as per the NES • Annual leave loading is absorbed into the Base Rate of Pay | <ul style="list-style-type: none"> • Leave entitlements provided under the NES • Provides annual leave loading of 17.5% at clause 34.4 | <ul style="list-style-type: none"> • Incorporates annual leave loading into base rate of pay, as opposed to a separate entitlement as per the Award. |
| Public holidays | <u>Clause V (Public Holidays)</u> <ul style="list-style-type: none"> • As per the NES • Public holiday rates will not be payable if there was an agreement to take another day as a public holiday | <u>Clause 24 (Public Holidays)</u> As per clause V of the 2017 EA | <u>Clause 40 (Public Holidays)</u> Public holidays are dealt with in the NES, Division 10 covers Public Holidays, section 114, 115 and 116 | No change from 2017 EA |
| Consultation | <u>Clause I (Consultation and Communication)</u> <ul style="list-style-type: none"> • Tyree may request a committee representative of employees for specific discussions • Regular meetings will be convened by Tyree for the purposes of discussing any issues in relation to the employment • Shift times may be varied by up to 2 hours to accommodate for the meetings referred to in the above point • Tyree is to notify affected employees when it has made a definite decision to introduce a major change and discuss the changes with affected employees, in line with consultative provisions under clause 41 of the Award | <u>Clause 14 (Communication and Consultation)</u> <ul style="list-style-type: none"> • The consultation and communication clause is largely a replica of clause I of the 2017 EA. • Tyree is to notify affected employees when it has made a definite decision to introduce a major change and discuss the changes with affected employees, in line with consultative provisions under clause 41 of the Award | <u>Clause 41</u> contains the Consultative provisions | Substantially similar to the 2017 EA and in line with the Award. |
| Disputes Settlement Procedure | <u>Clause Z (Dispute Resolution)</u> <ul style="list-style-type: none"> • Refers to the 2010 Award, with an amendment to wording | <u>Clause 28 (Dispute Resolution)</u> Incorporates the model dispute settlement term | <u>Clause 42</u> of the Award discusses dispute resolution. | The 2020 EA incorporates the model dispute settlement term |

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| Employee Representatives | <u>Clause AA (Employee Representation)</u> <ul style="list-style-type: none"> • Tyree recognises the rights of employees to join a trade union if they choose to do so • Delegates must seek approval from Tyree to undertake representative duties if undertaken during work hours | <u>Clause 29 (Employee Representation)</u> <p>As per clause AA of the 2017 EA</p> | <u>Clause 43</u> discusses Employee representatives | No change from the 2017 EA |
| Service Premium | <u>Clause I (Service Premium)</u> <p>Employees who commenced employment with Tyree prior to 1 July 2012 will receive an additional “Service Premium” amount per hour in accordance with Table 1 of clause I</p> | <u>Clause 11 (Service Premium)</u> <p>The Service Premium amounts are as per clause I of the 2017 EA.</p> | No equivalent provision under the Award | No change from the 2017 EA |
| Abandonment of employment | <u>Clause P (Abandonment of Employment)</u> <ul style="list-style-type: none"> • If an employee does not attend work for 3 consecutive days without notifying Tyree, this is prima facie an abandonment of employment • If, within 14 days from the date of last attendance at work, and any notification with respect to that absence is unsatisfactory to Tyree, Tyree deems this an abandonment of employment, and may form grounds for termination. | <u>Clause 18 (Abandonment of Employment)</u> <ul style="list-style-type: none"> • If an employee does not attend work for 3 consecutive days without notifying Tyree, Tyree will deem this to be an abandonment of employment. • If Tyree has taken reasonable steps to contact the employee who is deemed to have abandoned their employment, Tyree may terminate the employee on such grounds. | No equivalent provision under the Award | <p>The 2020 EA removes the reference to 14 days from the date of last attendance in deeming an employee to having abandoned their employment. Rather, Tyree is required to take reasonable steps to contact the employee before terminating the employment.</p> <p>Under the 2020 EA, abandonment is the reason for termination; however the date of termination will be determined in accordance with the NES.</p> <p>Under the 2017 EA, the date of termination is the date the employee last attended work.</p> |

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| Long Service Leave | <u>Clause W (Long Service Leave)</u> <ul style="list-style-type: none"> In accordance with the <i>Long Service Leave Act 1955</i> (NSW), as amended from time to time. During a period of long service leave, an employee is not permitted to work without Tyree's prior consent. | <u>Clause 25 (Long Service Leave)</u> <ul style="list-style-type: none"> In accordance with the <i>Long Service Leave Act 1955</i> (NSW), as amended from time to time. Restriction from working during long service leave as per clause X of the 2017 EA. Clarification that where an employee is dismissed for serious misconduct, they will not be entitled to any accrued long service leave entitlements. | Not covered by the Award | The 2020 EA clarifies that there is no entitlement to long service leave if an employee is terminated for serious misconduct. |
| Stand down | <u>Clause Q (Standing down employees)</u> <ul style="list-style-type: none"> Employees may be stood down if they cannot be usefully employed due to industrial action, machinery breakdown where Tyree is not responsible for, or stoppage of work where Tyree is not responsible for. With consultation, Tyree may deduct any payment for as a result of standing down an employee | <u>Clause 19 (Standing down employees)</u> Refers to the Fair Work Act provision (section 524) regarding stand down | Not covered by the Award | The employer's right to stand down employees without pay will be determined in accordance with the Fair Work Act. Consultation requirements do not apply under the Fair Work Act. |
| Fixed day | <u>Appendix D (at other matters)</u> <ul style="list-style-type: none"> On "Fixed Days", Tyree may require an employee to attend work with one month's notice. | <u>Appendix B (at other matters)</u> As per Appendix D of the 2017 EA | Not covered by the Award | No change from the 2017 EA |
| Classification Structure | <u>Appendix A</u> Grades are as below: <ul style="list-style-type: none"> Qualifying Level 1 | <u>Appendix A</u> Grades are as below: <ul style="list-style-type: none"> Qualifying Level 1 | | <ul style="list-style-type: none"> Qualifying wage rate removed |

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| | <ul style="list-style-type: none"> • Level 2 • Level 3 • Level 4 • Level 4a | <ul style="list-style-type: none"> • Level 2 • Level 3 • Level 4 • Level 5 • Level 6 | | |
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| Responsibilities | Qualifying | Qualifying | | Unchanged from 2017 EA |
| | Level 1 | Level 1 | | Unchanged from 2017 EA |
| | Level 2 | Level 2 | | Unchanged from 2017 EA |
| | Level 3 | Level 3 | | Unchanged from 2017 EA |
| | Level 4 | Level 5 | | Unchanged from 2017 EA |
| | Level 4a | Level 6 | | Competence as per Level 4a 2017 EA but employee demonstrates and sustains outstanding levels of productivity |
| | Not Applicable | Level 4 | | Competence as per Level 4 2017 EA but employee is not expected to occasionally perform the roles of team leader in the absence of the appointed team leader. |