

# Tyree Industries Pty Ltd Enterprise Agreement 2020

#### **Contents**

1.	Introduction	3
2.	General	4
<i>3</i> .	Employment Categories	5
<i>4</i> .	Ordinary Hours of Work	5
<i>5</i> .	Meal Breaks	<i>€</i>
6.	Provisions for Shift Workers	<i>€</i>
<i>7</i> .	Overtime	7
8.	Payment of Wages	<i>E</i>
	Base Rate of Pay	
10.	Superannuation	9
11.	Service Premium	10
12.	Payment of Wages	10
<i>13</i> .	Allowances	
14.	Communication and Consultation	11
<i>15</i> .	Termination of Employment on Notice	13
<i>16</i> .	Termination – Genuine Redundancy	
<i>17</i> .	Absence from Duty	13
18.	Abandonment of Employment	14
19.	Standing Down Employees	
20.	Annual Leave	14
21.	Taking Leave during Close Down	14
22. Leav	Personal/Carer's Leave (includes sick leave), Compassionate Leave and Unpaid Family and Domestic Violence 14	
<i>23</i> .	Community Service Leave	14
24.	Public Holidays	14
<i>25</i> .	Long Service Leave	15
<i>26</i> .	Restriction upon employment whilst on long service leave	15
<i>27</i> .	Flexibility	15
28.	Dispute Resolution	17
29.	Employee Representation	17
<i>30</i> .	Not to Be Used as A Precedent	17
APP	ENDIX A - CLASSIFICATION SYSTEM	19
APP	ENDIX B - FLEXITIME / RDOS	27

### 1. Introduction

This Agreement is made between:

- Tyree Industries Pty Ltd (the Employer"); and
- All employees of the Employer that are engaged in positions that fall within the classification structure set out in Appendix A of this Agreement.

This Agreement shall operate from the beginning of the first full pay period which commences seven days after the date of approval of this Agreement by the Fair Work Commission. The Agreement shall have a nominal expiry date of 30 June 2021.

## The National Employment Standards

The Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between the Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

Manufacturing and Associated Industries and Occupations Award 2020

This Agreement incorporates the provisions the Manufacturing and Associated Industries and Occupations Award 2020, (the "Award") as amended from time to time.

Where there is any inconsistency between a term in this Agreement and a term in the Award, the term in this Agreement prevails to the extent of the inconsistency.

# 2. General

Title: This Agreement shall be known as the Tyree Industries Pty Ltd Enterprise Agreement 2020.

Definitions: In this Agreement:

Term	Definition
The Employer	Tyree Industries Pty Ltd
An Employee	A person employed by the Employer who undertakes work referred to in the Classification System detailed as Appendix A
Full-Time employee	A person employed by the Employer in accordance with accordance with clause 3b)
Part-time employee	A person employed by the Employer in accordance with accordance with clause 3c)
Casual employee	A person employed by the Employer in accordance with accordance with clause 3d)
The Act	The Fair Work Act 2009 as amended from time to time
The Award	The Manufacturing and Associated Industries and Occupations Award 2020 as amended from time to time
Location of work	Unless otherwise agreed, all persons will be employed at the Employer's factories or offices at Tyree Place, Braemar, New South Wales

#### 3. Employment Categories

a) Qualifying Period

The Employer may initially engage a full time or part time employee for a qualifying period that will end upon the employee being informed in writing, no later than 6 months after appointment, that employment is to be made permanent. The Employer reserves the right to extend the qualifying period for an employee following discussions with the affected employee.

b) Full-time Employment

Any employee not specifically engaged as being a part-time or casual employee is for all purposes of this Agreement a full-time employee.

c) Part-time Employment

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

d) Casual Employment

A casual employee is to be one engaged and paid as such. They shall be engaged on an as needs basis and shall receive not less than 25% casual loading.

For all casual conversion to full-time or part-time employment related matters refer to the Award - clause 11.5 as at the time this Agreement is made.

e) Classification

An employee's minimum Base Rate of Pay (clause 9) is determined in accordance with the Classification System detailed as Appendix A

#### 4. Ordinary Hours of Work

- a) Subject to the subclauses below the ordinary hours of work shall be 38 hours per week, Monday to Friday.
- b) The days on which ordinary hours are worked may include Saturday and Sunday subject to agreement between the Employer and the employees affected.
- c) The ordinary hours of work are to be worked continuously, except for meal breaks, at the discretion of the Employer.
- d) The ordinary hours for day workers may be worked between 6.00am and 6.00pm, but this spread of hours may be altered by up to one hour at either end of the spread by agreement between the Employer and the majority of employees concerned, or with individual employees concerned. Ordinary hours of work for day workers and shift workers are as set out in subclause 4g) below.
- e) Consultation about changes to rosters or hours of work
  For all changes to rosters or hours of work-related matters refer to the Award clause 41.2 as at
  the time this Agreement is made.
- f) Notwithstanding anything to the contrary contained in this Agreement, including in subclauses 4a) to 4e) and 4g), the Employer is not precluded from consulting with and reaching agreement with individual employees about how their working hours are to be arranged.
- g) The standard shift patterns for the operation are as follows:

Table 1				
Day Shift	Start	1st Break	2 <sup>nd</sup> Break	Finish
Monday to Thursday	6.00 am	15 minutes	20 minutes	3.00 pm
Friday	6.00 am	15 minutes	No second break	12.10 pm
Afternoon Shift				
Monday to Thursday	2.50 pm	15 minutes	20 minutes	11.50 pm
Friday	12.00 pm	15 minutes	No second break	6.10 pm

#### 5. Meal Breaks

- 1. During each shift, Employees are entitled to meal breaks as depicted in Table 1 above. In any given day, five (5) minutes of that day's allotted break time(s) will be paid with the balance being unpaid.
- 2. For all other meal break related matters refer to the Award clause 18 as at the time this Agreement is made.
- 3. In instances where overtime is to be worked on a Friday afternoon so that Employees are required to work more than 6 consecutive hours, an employee must take a twenty-minute meal break after the Employee has worked 6 consecutive hours.

#### 6. Provisions for Shift Workers

a) Definitions

For the purposes of this Agreement:

- i. "Rostered Shift" means any shift of which the employee concerned has had at least 48 hours' notice.
- ii. **"Day Shift"** subject to subclause 6a) v. below, means any shift commencing in line with Table 1 or as agreed under clause 4.
- iii. "Afternoon Shift", subject to subclause 6a) v below, means any shift commencing and ending at the times stated in Table B or as agreed under clause 4.
- iv. "Night Shift", subject to subclause 6a) v below, means any shift commencing on or after 10 pm, or as agreed under clause 4.
- v. By agreement between the Employer and the majority of employees concerned, or in accordance with subclause 4g), 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.
- b) Afternoon and Night Shift Allowances

An employee whilst on afternoon shift shall be paid for the hours worked on that shift a 15 per cent loading on his or her Ordinary Hourly Pay Rate.

An employee whilst on night shift shall be paid for the hours worked on that shift a 30 per cent loading on his or her Ordinary Hourly Pay Rate.

c) Number of Shifts

Except at changeover of shifts, an employee will not be required to work more than one shift in each 24 hours.

d) Make up Time for Shift Workers

An employee on shift work may elect, with the consent of the Employer granted beforehand and not unreasonably refused, to work 'make up time' under which the employee takes time off during ordinary hours and works those hours at a later time, at the lower of the employee's normal shift rate or the rate of the actual shift worked.

#### 7. Overtime

a) Payment for Working Overtime

- i. Except as provided for in subclause 7a) iii and subject to subclause 27a) i payment for all work done in excess of an employee's ordinary hours will be at overtime rates of pay as stated in subclauses 7d), 7e) and 7f).
- ii. An employee working a rostered Afternoon Shift or Night Shift is not entitled to overtime rates as set out in this agreement for those hours worked whilst working the rostered shift.
- iii. Ordinary hours of work for shift workers will be 38 hours per week to be averaged over 12 months / will not exceed 152 hours in 28 consecutive days.
- iv. Subject to subclause 4a), any hours worked during either Afternoon Shift or Night Shift, which are in excess of an employee's ordinary hours will attract overtime rates as set out in subclauses 7d), 7e) and 7f) contained within this agreement.

Such overtime payments will be based upon the employee's Ordinary Hourly Pay Rate.

v. An employee may elect, with the consent of the Employer, to take time off in lieu of payment for overtime at a time or times agreed with the Employer.

Overtime taken as time off during ordinary time hours must be taken at the ordinary time rate, that is, an hour for each hour worked.

b) Requirement to Work Reasonable Overtime

Refer to the Award clause 32.9 as at the time this Agreement is made.

c) Arrangement of Overtime

- i. The arrangement of overtime will be at the Employer's discretion based on the needs of the business.
- ii. All weekend overtime will commence no later than 6.00 am on the day of work unless a different time has been previously agreed with the Employer.

d) Monday to Friday

Based upon the employee's Ordinary Hourly Pay Rate, the first 3 hours will be paid at the rate of time and a half, double

time thereafter

e) Saturday

Employee will be paid a minimum of 4 hours.

Based upon the employee's Ordinary Hourly Pay Rate, the first 3 hours will be paid at the rate of time and a half, double

time thereafter

f) Sunday

Employee will be paid a minimum of 3 hours.

Based upon the employee's Ordinary Hourly Pay Rate, all

hours will be paid at double time

g) Rest Period after Overtime

Refer to the Award clause 32.12 as at the time this

Agreement is made

h) Call Back

Refer to the Award clause 32.13 as at the time this

Agreement is made

i) Call Out

An employee scheduled to attend work on a weekend to unlock facilities and / or start up a process will be paid 3 hours at the rate of time and a half unless total elapsed time, inclusive of travel to and from the factory, exceeds 3 hours

thereafter all hours are paid at double time.

j) Public Holidays

Refer to the Award clause 32.7 as at the time this Agreement

is made.

k) Overtime Rest Breaks

Refer to the Award clause 32.11 as at the time this

Agreement is made.

1) Authorisation of Overtime

i. Subject to subclause 7c) any overtime must be approved by the Manufacturing Manager (or equivalent) before being undertaken.

ii. Any overtime worked without the prior approval of the Manufacturing Manager (or equivalent) will not be paid.

iii. A failure to seek prior approval for attending the premises is a breach of safety protocol and will result in disciplinary action.

#### 8. Payment of Wages

Each employee's Ordinary Hourly Pay Rate will comprise of the following:

- a) Base Rate of Pay as set out in clause 9 plus, where applicable
- b) Team Leader allowance as set out in clause 13a) plus, where applicable
- c) Service Premium as set out in clause 11
- d) Casual loading as set out in clause 3d)

#### 9. Base Rate of Pay

- a) Base Rate of Pay payable to an employee is dependent upon the tasks that an employee is capable of performing and which he / she is required to perform. In periods of restricted work levels where employees are required to perform tasks other than those usually performed the Employer may, with appropriate consultation with individual employees affected, amend an employee's Base Rate such that it matches the rate applicable for the task being performed in accordance with the applicable Base Rate detailed in Table 2 below.
- b) Base Rate of Pay includes a compensatory amount reflective of the fact that Leave Loading is not payable during periods of annual leave.
  - In addition, the Base Rate of Pay covers all conditions on the site, except those expressly specified in this agreement. All other Award allowances, if not stated as otherwise in clause 13, are included in the Base Rate of Pay. The system to determine a production employee's skill level, and hence Base Rate of Pay, is detailed in Appendix A.
- c) Under this agreement, the Base Rate that an employee will receive during the life of this agreement is in Table 2 below:

Table 2		Base Rate of Pay / Classification Level (\$ per hour)											
			Applicable fro	m 1 July 2020									
Production Staff	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6							
Assembly / Fabrication / Stores	\$24.38	\$25.60	\$26.57	\$27.15	\$27.53	\$28.35							
Coil Winders	\$25.62	\$26.86	\$27.81	\$28.39	\$28.77	\$29.60							
Transport (Truck Driver)					\$31.06								
Maintenance / Trades Accredited	\$31.06	\$31.06	\$33.55	\$34.15	\$34.51	\$35.47							

Base Rates quoted in Table 2 incorporate an increase of 1.75% to prevailing Base Rates applying on the day before the Base Rates stated in Table 2 become applicable.

d) Base Rates payable to Apprentices are calculated by multiplying the Level 1 Maintenance / Trades Accredited Base Rate by the percentages stated in Table 2a below:

Table 2a Classification	Adult Apprentice	Non-Adult Apprentice
	Percentage of Lev	el 1 Maintenance /
	Trades Accred	ited Base Rate
Apprentice - stage 1	80.00%	55.00%
Apprentice - stage 2	86.00%	65.00%
Apprentice - stage 3	88.00%	75.00%
Apprentice - stage 4	92.00%	92.00%

#### 10. Superannuation

a) The Employer will pay superannuation to a complying superannuation fund nominated by the Employee at the rate of 9.5% of the employee's base salary or the applicable amount under the *Superannuation Guarantee Administration Act 1992* (as amended from time to time), whichever is the greater amount.

- b) Where an Employee does not nominate a compliant superannuation fund, the default fund will be the Australian Super Balanced Plan, which is an authorised MySuper product, or such other plan as the Employer nominates from time to time and which complies with these elements.
- c) The earnings base for calculating superannuation contributions will be the Employees ordinary time earnings as defined in the superannuation guarantee legislation (as amended from time to time).

#### 11. Service Premium

- a) An Employee whose service commenced before 1 July 2012 will receive an additional Service Premium per hour based on the employee's length of service with the Employer. The Service Premium is a component of the Ordinary Hourly Pay Rate paid to employees who are entitled to receive the Service Premium.
- b) The length of service in 11a) starts from the time when the employee is engaged as a full time or part time employee of the Employer and will include a qualifying period if such was worked. The amounts specified in the table are not cumulative and are paid in respect of each completed full years of service on the 1st of December in any year
- c) Employees whose service commenced after 1 July 2012 are not entitled to the Service Premium.
- d) The Service Premium is calculated based on years of service as set out in Table 3 below:

Table 3										
Length of Service (years)	1	2	3	4	5	6	7	8	9	10 or more
\$ Gross per hour	\$0.10	\$0.20	\$0.40	\$0.50	\$0.60	\$0.75	\$0.90	\$1.05	\$1.20	\$1.40

#### 12. Payment of Wages

- a) The pay week will be based on Monday to Sunday, with wages paid weekly in arrears on the following Wednesday.
- b) Wages shall be paid according to the actual hours worked each week.
- c) The Employer shall pay by electronic funds transfer into the employee's nominated account.

#### 13. Allowances

- a) Team Leader An employee whose skills and responsibilities match those noted for Team Leader within the Classification System (Appendix A) will be paid an allowance of \$4.00 per hour as a component of their Ordinary Hourly Pay Rate (clause 8) for each hour required to act in the Role of Team Leader.
- b) First Aid Allowance An employee who has been trained to render first aid and who is the current holder of a valid first aid qualification such as a certificate from the St. John's Ambulance or similar body and is required by the Employer to perform such duties, shall be paid a weekly allowance of \$18.00 if appointed by the Employer to perform first aid duty. This allowance is not incorporated into the employee's Ordinary Hourly Pay Rate.

- c) An employee operating a designated Test Bay will receive an allowance in addition to their Base Rate of \$38.00 gross per week for any week when required by management to operate any of the Test Bays, regardless of the amount of time spent performing this task in that week. This allowance is not incorporated into the employee's Ordinary Hourly Pay Rate.
- d) All other allowances, loadings, penalties and special rates listed in the Award are included in the Base Rate of Pay as set out in clause 9 above, unless otherwise specified in this Agreement.

#### 14. Communication and Consultation

- a) The Employer is committed to keeping employees informed on matters that affect the Company and its stakeholders as a single group.
- b) The Employer will utilise various methods of communication and will receive feedback on these communications either in a group environment or private discussions, providing the latter does not demand excessive amounts of time. Occasionally the Company may request a committee representing employees be formed for specific discussions.
- c) Meetings will be held with all employees covered by this Agreement on regular occasions during the year, as scheduled by the Employer. The meeting can be used to discuss any issues involving the employees and their employment.
- d) The Employer may provide food at such meetings.
- e) The normal shift start/finish times may be varied at the discretion of the Employer by up to 2 hours on days of these meetings to effect better meeting coordination.
- f) The Employer recognises the right of its employees to engage in group discussions regarding their employment and will permit group discussions in employee's personal time. Additionally, the Employer is prepared to provide facilities within its premises for these group discussions provided adequate notice is given of the intent and purposes of such group discussions. In this regard, Employees wishing to engage in group discussions on the Employer's premises should request use of a facility to do so from the Manufacturing Manager (or a more senior member of the Employer's management) who will arrange that a suitable facility is made available.
- g) The Employer recognises the rights of persons <u>not wishing</u> to be engaged in group discussions referred to in subclause 14 f) and respectfully requests that all group discussions take place in areas other than the main rest areas in each of the defined factory units.

  This does not remove the right of groups of employees to utilise the main rest areas, but simply seeks that the group consider the opinions of other employees before arranging and holding a group discussion in said rest areas. The Employer will require that group discussions are not held in the main rest areas if it receives requests from employees seeking that said discussions are not held in any of the main rest areas.
- h) Unless otherwise provided in this Agreement, employer / employee consultation is in accord with the following terms. In all circumstances involving consultation the affected employees (being employees who are be affected by the change(s) referred to below) may appoint a representative for the purposes of the procedures in this term and, if:
  - i. An affected employee or a group of employees appoint a representative for the purposes of consultation; and
  - ii. the employee or employees advise the Employer of the identity of the representative;
    - the Employer must recognise the representative.

- A. If the Employer 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, the Employer will notify the affected employees of the decision to introduce the major change; and as soon as practicable after making its decision, the employer must discuss with the affected employees:
  - the introduction of the change; and
  - the effect the change is likely to have on the employees; and
  - measures the Employer is taking to avert or mitigate the adverse effect of the change on the employees; and
  - for the purposes of the discussion-provide, in writing, to the affected employees:
  - all relevant information about the change including the nature of the change proposed; and
  - information about the expected effects of the change on the employees; and
  - any other matters likely to affect the employees.

However, the Employer is not required to disclose confidential or commercially sensitive information to the affected employees.

The Employer must give prompt and genuine consideration to matters raised about the major change by the affected employees.

In this term, a major change is likely to have a significant effect on employees if it results in:

- the termination of the employment of employees; or
- major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
- the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- the alteration of hours of work; or
- the need to retrain employees; or
- the need to relocate employees to another workplace; or
- the restructuring of jobs.
- B. If the Employer has made a definite decision to make a change to regular roster or ordinary hours of work the Employer must notify the affected employees of the proposed change; and:

As soon as practicable after proposing to introduce the change, the Employer must:

- i) discuss with the affected employees the introduction of the change; and
- ii) for the purposes of the discussion provide to the affected employees:
  - a. all relevant information about the change, including its nature; and
  - b. information about what the Employer reasonably believes will be the effects of the change on the employees; and
  - c. information about any other matters that the Employer reasonably believes are likely to affect the employees; and
- iii) invite the affected employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

However, the Employer is not required to disclose confidential or commercially sensitive information to the affected employees.

The Employer must give prompt and genuine consideration to matters raised about the change by the affected employees.

#### 15. Termination of Employment on Notice

a) The notice of termination provisions applied upon termination of employment with notice are as provided for in the NES and are reproduced in Table 4:

Table 4		OR
Employee's period of continuous service with the Employer at the end of the day the notice is given	Notice Period	Payment in lieu of Notice Period
Not more than 1 year	1 week	1 weeks' pay
More than 1 year but not more than 3 years	2 weeks	2 weeks' pay
More than 3 years but not more than 5 years	3 weeks	3 weeks' pay
More than 5 years continuous service	4 weeks	4 weeks' pay

- b) If the employee is over 45 years old, and has completed at least two years of service at the end of the day notice is given, the employee receives an additional one week's notice.
- c) Any employee whose employment is ended by way of summary dismissal for serious misconduct (as defined by the Fair Work Regulations 2009 and as amended from time to time), will not be entitled to any period of notice, payments in lieu of notice or accrued long service leave entitlements.

#### 16. <u>Termination – Genuine Redundancy</u>

- a) Upon termination of employment on the grounds of genuine redundancy an employee will be entitled to a severance payment. This will be in addition to any payment made in lieu of notice as detailed in Table 4 above. The severance payments due to an employee whose employment is terminated on the grounds of redundancy, are reproduced in Table 5 below.
- b) To avoid doubt, the entitlement to severance payment under this clause is subject to the same exclusions and limitations as the corresponding entitlement to redundancy pay under the NES.

Table 5	
Employee's period of continuous service with the Employer at the end of the day the notice is given	Severance payment
Not more than 1 year	Nil
More than 1 year but not more than 2 years	4 weeks' pay
More than 2 years but not more than 3 years	7 weeks' pay
More than 3 years but not more than 4 years	10 weeks' pay
More than 4 year but not more than 5 years	12 weeks' pay
More than 5 years but not more than 6 years	15 weeks' pay
More than 6 years continuous service	18 weeks' pay

#### 17. Absence from Duty

Refer to the Award clause 39 as at the time this Agreement is made:

#### 18. Abandonment of Employment

- a) An employee absent from work for a continuous period of 3 normal working days, without notifying the Employer of the reason for such absence, will be deemed to have abandoned the employment.
- b) The Employer, after taking reasonable steps to contact the Employee and the Employee's nominated emergency contact person, may terminate the employment on the grounds of abandonment, by giving written notice delivered to the employee's last known email or postal address.

#### 19. Standing Down Employees

Stand down is provided for in the Fair Work Act Regulations 2009 – section 524.

#### 20. Annual Leave

- a) Annual Leave will be provided in accordance with the NES as prescribed within the *Fair Work Act* 2009 as amended from time to time.
- b) Annual Leave Loading is a component of the Base Rate of Pay as stated in clause 9 b) above.

#### 21. Taking Leave during Close Down

- a) The Employer may at its option, by giving not less than two weeks' notice to employees, close down all or a part of the enterprise for the purpose of granting annual leave.
- b) During a closedown period, an Employee must firstly utilise accrued annual leave. Should the employee have insufficient annual leave accrued for all normal working days falling within the close-down period, the employee may utilise Rostered Days Off and unpaid leave in that sequence. To avoid doubt, if the Employee has insufficient annual leave and RDO accruals, the Employer may direct the Employee to take unpaid leave for the balance of the closedown period.

# 22. <u>Personal/Carer's Leave (includes sick leave)</u>, <u>Compassionate Leave and Unpaid Family and Domestic Violence Leave</u>

Provided for in the NES as prescribed within the Fair Work Act 2009 as amended from time to time

#### 23. Community Service Leave

Provided for in the NES as prescribed within the Fair Work Act 2009 as amended from time to time

#### 24. Public Holidays

Provided for in the NES as prescribed within the Fair Work Act 2009 as amended from time to time

#### a) Full Time Employees

A full-time employee under this Agreement is entitled to the following public holidays, without loss of ordinary rostered pay:

New Years' Day	Australia Day	Good Friday	Easter Saturday
Easter Sunday	Easter Monday	Anzac Day	Queen's Birthday
Labour Day	Christmas Day	Boxing Day	

- i. By agreement between the Employer and the majority of the employees concerned an alternative day may be taken as the public holiday in lieu of any of the prescribed days.
- ii. The Employer and an individual employee may agree to the employee taking another day as the public holiday in lieu of the day which is being observed as the public holiday in the enterprise or relevant section of the enterprise.
- iii. Public holiday penalty rates will not apply to hours worked on a designated public holiday as a consequence of an agreement made under 24 a) i or 24 a) ii above

#### b) Part Time Employees

Where the part-time employee's normal paid hours fall on a public holiday and work is not performed by the employee, such employee shall be paid for the ordinary hours they would normally have worked on the day.

#### 25. Long Service Leave

- 1. Long Service Leave shall be as per the *Long Service Leave Act 1955* (NSW), as amended from time to time.
- 2. Full-time, part-time and casual workers who have completed a period of at least 10 years continuous service with the same Employer are entitled to long service leave.

An employee who has completed at least 10 years' service with an Employer is entitled to 2 months Long Service Leave; and

In respect of each further 5 years' service with the Employer completed since he/she last became entitled to long service leave, and employee is entitled to one months' Long Service Leave.

[Note 1] – one month equates to 4 and one third weeks

[Note 2] — an employee whose employment is ended by way of summary dismissal for serious misconduct (as defined by the Fair Work Regulations 2009 and as amended from time to time), will not be entitled to any accrued long service leave entitlements.

#### 26. Restriction upon employment whilst on long service leave

No employee shall during any period when he/she is on long service leave engage in any employment for hire or reward without prior approval from the Employer.

#### 27. Flexibility

All items below are subject to mutual agreement and consultation between the employee affected and the Employer.

All arrangements require the prior approval of the Employer before commencement.

All arrangements will be assessed on the grounds of Workplace Health and Safety obligations, production requirements and operational efficiency.

- a) Flexible Hours
- i. Starting and Finishing Times must be based on productivity needs.
- ii. Flexitime / Rostered Day Off (RDO) refer to Appendix B

#### b) Individual Flexibility Arrangements

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

- i. the arrangement deals with 1 or more of the following matters:
  - arrangements about when work is performed;
  - overtime rates:
  - penalty rates;
  - allowances; and
- ii. the arrangement meets the genuine needs of the Employer and employee in relation to 1 or more of the matters mentioned in clause 27 b) i; and
- iii. the arrangement is genuinely agreed to by the Employer and employee

The Employer must ensure that the terms of the individual flexibility arrangement:

- i. are about permitted matters under section 172 of *the Fair Work Act 2009* as amended from time to time; and
- ii. are not unlawful terms under section 194 of the Fair Work Act 2009 as amended from time to time; and
- iii. result in the employee being better off overall than the employee would be if no arrangement was made.

The Employer must ensure that the individual flexibility arrangement:

- i. is in writing; and
- ii. includes the name of the Employer and employee; and
- iii. is signed by the Employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and

Includes details of:

- i. the terms of the enterprise agreement that will be varied by the arrangement; and
- ii. how the arrangement will vary the effect of the terms; and
- iii. how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- iv. states the day on which the arrangement commences.

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

The Employer or employee may terminate the individual flexibility arrangement:

- i. by giving no more than 28 days written notice to the other party to the arrangement; or
- ii. if the Employer and employee agree in writing at any time.

#### 28. <u>Dispute Resolution</u>

The model term for dealing with disputes (Fair Work Regulations 2009 - Schedule 6.1) shall be taken to be a term of this Agreement.

#### 29. Employee Representation

- a) The Employer recognises the rights of employees to decide whether to join a trade union or not.
- b) The Employer will allow a trade union that is party to this Agreement to appoint a delegate to represent the rights, arising out of this Agreement, of union members employed by the Employer.
- c) Delegates must seek approval from the Employer to undertake representative duties, if this is to be done during working hours.

#### 30. Not to Be Used as A Precedent

This Agreement shall not be used in any manner whatsoever to obtain similar arrangements or benefits in any other plant or enterprise.

#### **SIGNATURES**

Signed on behalf of Tyree Industries Pty Limited 12-14 Tyree Place Mittagong by:	Signed on behalf of the employees covered by the agreement by:
(Signature of authorised person)	(Signature of employee representative)
(Name / Position of authorised person)	(Name of employee representative)
	(Signature of employee representative)
	(Name of employee representative)
Dated	Dated
	The above persons were appointed by the employees to sign the agreement on their behalf

#### APPENDIX A - CLASSIFICATION SYSTEM

#### General Classification Rules:

The Employer reserves the right to reassess the Classification Structure should the needs of the business change i.e. if a skill is no longer required or where a new process or area, where new or additional skills are required, arises. Should such a change be required then it will be implemented through consultation and majority agreement. The Employer reserves the right to limit the number of positions available (particularly at higher classification levels) based on the needs of the business. The number of these positions will be recorded and available to view in the production offices.

Any subsequent classification of Employees will occur after application by the Employee to the Employer and will be conducted by the Employer, in conjunction with the individual and his/her immediate supervisor. The tables A1 and A2 in this section can be copied from this Agreement and used to record a review of Classification Level. Review of the employee's application shall be made in made in a reasonable time and is expected to be no more than 4 weeks. The outcome of the review may be approval to the new Classification Level or in the event that a skill gap exists a development plan will be set.

Increased job scope and the training required to achieve higher grades would be at the Employer's discretion, based on the business needs and the Employee's capability. A re-classification is applicable if it is a requirement of the Employer for the Employee to perform the duties of a level on a regular basis and the Employee can proficiently comply with the *Classification Principal Accountabilities and Responsibilities* as defined for each classification (as below).

It should be noted that Employees cannot refuse to perform some aspects of higher-level skills providing they are appropriately trained and given suitable equipment. Once these skills have been learned and then used for more than two weeks this will contribute to gaining the next Classification Level if or when the threshold for the level is met. Also, if required, Employees will provide production assistance in other areas of similar skills or less, given appropriate supervision, guidance and equipment.

If the prime duties performed by an Employee change, the Base Rate will follow the classification system unless indicated otherwise below:

- The change occurred due to the Employer's requirements From time to time requirement's change such that Employee's prime duties are altered. The Employer reserves its right to carry out such change. In such a case the Employee's Base Rate will not be reduced.
- The change occurred in an attempt to rectify a problem the Employee is having at work. It is not the Employer's desire to punish people for poor performance rather to encourage improvement.
- However, if an Employee cannot or is not performing the tasks (to the Employer's requirements) and the alternative duties will assist in the Employee's ability to perform a function (as assessed by the Employer), the Employer reserves the right to alter the Employee's role and hence, if the Employer sees fit, reassess the Employee's grade and Base Rate with appropriate consultation.
- If the change occurred at the Employee's request as a result of a problem the Employee is having out of work This will be at the Employer's discretion and will be judged on a case by case basis.

Employees will have their pay level determined by combining the technical criteria outlined in the *Area & Function Categories* as well as the personal attributes as outlined in the Classification Principal Accountabilities and Responsibilities.

#### Area & Function Categories:

The tasks marked below are the one used for the level assessment. But Employees can and should gain and use skills in other tasks and areas as work loadings may require flexibility from time to time.

Tasks marked with 1, 2, 3, etc., indicate that the Employee shall have competency in 1, 2, 3, etc., of the respective tasks. For example, the Employee would have 2 or more of the skills marked with a 2.

Tasks marked with "O" indicate skills the Employee is to have a familiarity level of competence.

Where a range of tasks is required that differs from that marked matrix below the company may add this to the matrix following consultation with affected Employees to arrive at an equitable set of tasks.

Table A1														al			
Area	Function	TST/TSTi-Winding	TST/TSTi-Core/Lacing	TST/TSTi-Leadwork	TST/TSTi-Tanking	TEST	Insulation	Kiosk	Kiosk - Custom	TPT Winding	TPT- Core	TPT- Assembly	TST- Tanking	FAB Cut/Press/Sheetmetal	FAB TST/Robot lines	FAB Industrial/Power	FAB Surface Protection
Fabrication	Profile Cutter/Laser													X	1	1	
	Pressing and Rolling													X	X	X	3
	Tank Preparation													3	X	X	
,	Tank Welding													3	X		
,	Robot Welding													3	X		
,	Components and Metal Parts													X	X		3
	Boiler Making and Structural															X	
Painting &	Standard Painter													3	1	1	3
Surface	Sand Blaster														1	1	X
	Panels surface treatment													3			3
coating	Powder coating													3			3
	Professional Spray Painting																X
Insulation	Insulation Cutting and forming	X	X	X			X			Y	X	X					
Hisulation	Paper Slitter	1		2			X			71	-/1	71					
	Insulation Machining						2										
	Insulation Assembly						X										
	Institution / Assembly																
Winding	Coil Winding – LV Strap	X								X							
, ,, mame	Coil Winding – LV Foil	X								3							
•	Coil Winding – HV	X								X							
Core	Wound Core (AEM) Machine		X	2						-12							
	Wound Core (AEM) Robot Machine		X														
	Stacked Core (MTM) Machine										Χ	0	0				
	Core Slitter										Χ						
	Core Annealer		3														
Assembly	Coil Pressing and Curing	1	3	2						3		3					
	Parts & Insulation		X	X								X					
	Lacing	1	X	2			2			3	Χ		0				
	Core Stacking						2			3	X	3					
·	Coil Assembly/Packing	1	X	X						3	1	X					
	Leadwork	1	3	X	3					0	1	X					
	Drying Prep	1		X								X					
	Core Coil Tester	1		X	X					0		3					
Tanking	Tank Cleaning / Preparation				3				-		1	3	X				
1 0111111111111111111111111111111111111	Tanking & Oven			2	X						1	3	X				
	Lidding			2	X				$\neg$		$\neg$	5	X				
	Oil Filling			<del>-</del>	3								X				
	O11 1 1111115												4 h				-

Table A1														tal			
Area	Function	TST/TSTi-Winding	TST/TSTi-Core/Lacing	TST/TSTi-Leadwork	TST/TSTi-Tanking	TEST	Insulation	Kiosk	Kiosk - Custom	TPT Winding	TPT- Core	TPT- Assembly	TST- Tanking	FAB Cut/Press/Sheetmetal	FAB TST/Robot lines	FAB Industrial/Power	FAB Surface Protection
Testbay	Oil Testing				0	X							0				
	Routine Testing					X											
	Type and Special Testing					X											
	Test Reporting					X											
Despatch	Final Assembly				X			3	3				X				
Finishing	Stencilling, Labelling and Marking				X			X	3				X				
	Palletising and Packaging				X			3	3				X				
	Transportation Assembly				3								X				
	Packing and Loading				3			3	3				X				
	Sales Kitting				3												
	Panel Wiring				3			X	X				X			_	
Kiosk	Tank, HV and LV and plinth assembly							X	X								
	Panelwork enclosure assembly, earth							X	X								
	Busbar production	1			3			3	3								
	Busbar machine complex bars				3			3	3								
	Busbar machine setup, training				3			3	3								
	HV and LV Cable production							X	X								
	LV Board production							X	0								
	LV Enclosed Panel production								X								
	Marshalling Boxes w/extensive control								X								
Stores	RMQC	S															
	Goods Receiving	S															
	Stock placement	S															
	Yard work	S															
	Truck driver																
Maintenance	Plant Maintenance																

# **Classification Level Competencies:**

Level 1 –	competence in any one (1) function of an area and satisfies the Classification Principal Responsibilities and Accountabilities required
Level 2 –	competence in MORE than one (1) function of an area and satisfies the Classification Principal Responsibilities and Accountabilities required
Level 3 –	competence in 75% or more of functions of an area and satisfies the Classification Principal Responsibilities and Accountabilities required
Tradesperson Level 3	competence in 75% or more of functions of an area and satisfies the Classification Principal Responsibilities and Accountabilities required whilst holding and utilising a trade certificate appropriate to the Area
Level 4 — (new level at 6/2020)	competence in ALL functions of an Area and demonstrates exceptional level of skill and efficiency in the area; and satisfies the Classification Principal Responsibilities and Accountabilities required for Level 3.
Tradesperson Level 4 (new level at 6/2020)	competence in ALL functions of an Area and demonstrates exceptional level of skill and efficiency in the area; and satisfies the Classification Principal Responsibilities and Accountabilities required for Level 3 whilst holding and utilising a trade certificate appropriate to the area.
Level 5	competence in ALL functions of an Area and demonstrates exceptional level of skill and efficiency in the area and satisfies the Classification Principal Responsibilities and Accountabilities required.
Tradesperson Level 5	competence in ALL functions of an area and demonstrates exceptional level of skill and efficiency in the area and satisfies the Classification Principal Responsibilities and Accountabilities required whilst holding and utilising a trade certificate appropriate to the area
Level 6	In addition to Level 5 the Employee will have competence in and apply advanced knowledge and experience for custom engineered products that require higher level interpretation of engineering information and application of technical skills. And may include leading a lower level operator/s participating in the task.  Or, in addition to Level 5 demonstrate and sustain outstanding levels of productivity (efficiency & quality) of not less than 25%) above the average of the team's operators at Level's 3 and higher. It is acknowledged that this is easier to measure on machines and tasks that use a sole operator. Assessment of individuals engaging in group tasks will require further analysis and review by two or more leaders and managers and while we will endeavour to conduct this it may not be practical in all situations. In the event an employee's productivity is not sustained above the threshold then they will revert to Level 5. If production of "First Articles" is influencing the average performance then these may be separated from the data. If the average efficiency of the team is considered to be declining then the measures may be cross referenced against a group of established standards and the threshold % adjusted for this - a group of the employees would be involved in the assessment leading up to a review.
Tradesperson Level 6	In addition to Level 4 the Employee will have competence in and apply advanced knowledge and experience for custom engineered products that require higher level interpretation of engineering information and application of technical skills. And may include leading a lower level operator/s participating in the task.  Or, in addition to Level 5 demonstrate and sustain outstanding levels of productivity (efficiency & quality) of not less than 25% above the average of the team's operators at Level's 3 and higher. The assessment parameters are as described in Level 6 above.
Truck Driver –	Competence satisfies the criteria for Level 5 (Stores) and holds the relevant heavy goods vehicle licence(s)

# <u>Classification Principal Responsibilities and Accountabilities:</u> (All Employees excluding Team Leaders)

	<u>Date</u>	<u>Initial</u>
Submitted by employee:		
Assessed and responded:		
- Development plan in place		
- Planned review date		
- Assessed and responded:		
Approved / Declined		

Table A2	Qualifying	Level 1	Level 2	Level 3 (& 4)	Level 5 (& 6)
Safety					
Understands and complies OH&S Procedures and Policies					
Maintains effective housekeeping					
Timely reports hazards/incidents/near misses					
Capable to operate plant equipment and machinery					
Ensures all Employees work in accordance with safe work procedures and practices				√	√
Demonstrates a thorough understanding of OH&S regulations					V
Assists in the identification, investigation and resolution of hazards					√ √
General Requirements					
Performs work under routine supervision	$\sqrt{}$	V			
Can work individually or as part of a team with limited supervision			V		
Performs work predominantly without supervision				V	V
Effectively communicates (verbal & written) with people at all levels		V			
Excellent Verbal/written skills and can effectively communicate with people at all levels				√	√
Proven team player		V	V	V	V
Limited computer and keyboard literacy		V			
Proven computer and keyboard literacy (as it applies to production equipment)			1	1	
Proven computer and key board literacy (with spreadsheets etc.)					V
Can perform all skills from lower level competencies			√	√	V
Training					
Actively participates in training and development sessions	V	V	V	V	V
Basic working knowledge of procedures & documentation		√			
Assists in the development and implementation of procedures and documentation			V	V	V
Basic training of new or inexperienced staff		V	V		
Assists in the training and quality checking of new or inexperienced staff			V		
Effectively train new or inexperienced operators in all aspects of an area				V	V
Participates in personal training and development courses when required				V	<b>√</b>
Ensure that the skills and training of team members are adequate to ensure production and quality standards with in-built flexibilities					
Quality					
Responsible for the quality of their own work and can perform routine checks		√	√		
Ensures that materials and product is correctly identified and stored		V			
Able to modify basic parameters to correct product compliance					

Table A2	Qualifying	Level 1	Level 2	Level 3 (& 4)	Level 5 (& 6)
Quality (cont.)					
Identify, report and control non-conforming product		1	<b>√</b>	1 1	1
Can explain and understand the quality systems relevance to achieving		V	V	1 1	1 1
continuous improvement				'	'
Develops and maintains operating procedures in area of responsibility					
Able to thoroughly complete and inspect all quality documentation				V	√ V
associated with their area of expertise				,	,
Thoroughly investigate and implement solutions when issues occur with the consistency of product					
<u>Production</u>					
Actively works with team to ensure targets are being met	V	V	V	V	V
Is able to work with team leader and support staff to ensure targets are					
being met (production efficiency, waste levels, improvements,		,			
Proactively works with team to continually improve productivity & reduce waste		V	<b>√</b>	<b>√</b>	<b>√</b>
Performs basic operator checks and reports issues to the Team Leader					
Can perform operator maintenance and ensures that all potential quality issues are contained			1	1	1
Proven individual problem-solving ability		V			
Proven communication skills and problem-solving ability involving		,	√		
High-level problem-solving ability				V	
Informs immediate supervisor of any deviation from procedure/specification		$\sqrt{}$			
Demonstrates broad knowledge of the entire product and operation				V	$\sqrt{}$
Can be asked to learn and implement skills for any incidental task			√	√	√
Can work with the team leader and management to ensure the coordination and motivation of the team is optimised				√	√ 
Work pro-actively with the team leader to effect continual improvements in efficiency and waste				√	
Proven to possess exceptional level of skill and efficiency in any one area				1	√
Proven to possess exceptional level of skill and efficiency in any two					1
Play's an active role in promoting and implementing the company's				1	√
long-term goals Capable of performing as the Acting Team Leader when the usual					1
team leader is unavailable/absent  Coordinates the activities of the entire team/area					
Has supervisory experience and/or formal training					
Ensures that all Employees follow Company rules and procedures					
(including employees who may not be under their direct responsibility)					
Responsible for the coordination of labour on site					
Is able to effectively address initial disciplinary issues that relate people within their immediate team					
Can act as Team Leader in any area			1	1	
Inform their immediate manager of any deviations from the above					
	]				

#### Principal Responsibilities and Accountabilities: Team Leader

Team Leader An Employee previously assessed as a Level 4 Employee may be requested to act as a Team Leader. The Principal Responsibilities and Accountabilities required are as displayed in Table A3. An Employee acting in the role of Team Leader will be paid an hourly allowance in accord with Clause 13 of this Agreement.

Table A3	
Principal Responsibilities and Accountabilities required of a person	requested to act as a
Team Leader and be paid the commensurate allowance	Г
<u>Safety</u>	
Understands and complies OH&S Procedures and Policies	V
Maintains effective housekeeping	V
Timely reports hazards/incidents/near misses	V
Capable to operate plant equipment and machinery	1
	V
Ensures all Employees work in accordance with safe work procedures	, V
and practices	1
Demonstrates a thorough understanding of OH&S regulations	V
Assists in the identification, investigation and resolution of hazards	V
General Requirements	
Performs work under routine supervision	
Can work individually or as part of a team with limited supervision	
Performs work predominantly without supervision	2/
	V
Effectively communicates (verbal & written) with people at all levels	1
Excellent Verbal/written skills and can effectively communicate with	V
people at all levels	,
Proven team player	$\sqrt{}$
Limited computer and keyboard literacy	
Proven computer and keyboard literacy (as it applies to production	
equipment)	
Proven computer and key board literacy (with spreadsheets etc.)	V
Can perform all skills from lower level competencies	,
Can perform an skins from lower level competencies	٧
T	
<u>Training</u>	
	1
Actively participates in training and development sessions	√
Basic working knowledge of procedures & documentation	
Assists in the development and implementation of procedures and	$\sqrt{}$
documentation	
Basic training of new or inexperienced staff	
Assists in the training and quality checking of new or inexperienced	
staff	
Effectively train new or inexperienced operators in all aspects of an	1
	V
area	
Participates in personal training and development courses when	V
required	,
Ensure that the skills and training of team members are adequate to	$\sqrt{}$
ensure production and quality standards with in-built flexibilities	
Quality	
<b>~</b> <i>y</i>	
Responsible for the quality of their own work and can perform routine	
checks	.1
Ensures that materials and product is correctly identified and stored	N /
Able to modify basic parameters to correct product compliance	V

T. 11 . 42	
Table A3	
Principal Responsibilities and Accountabilities required of a person Team Leader and be paid the commensurate allowance	requested to act as a
Quality (cont.)	
Identify, report and control non-conforming product	V
Can explain and understand the quality systems relevance to achieving	V
continuous improvement	
Develops and maintains operating procedures in area of responsibility	V
Able to thoroughly complete and inspect all quality documentation	V
associated with their area of expertise	
Thoroughly investigate and implement solutions when issues occur	V
with the consistency of product	
D. L. C	
<u>Production</u>	
A ativaly works with team to ansure torgets are being mot	1
Actively works with team to ensure targets are being met  Is able to work with team leader and support staff to ensure targets are	V
being met (production efficiency, waste levels, improvements,	
downtime)	
Proactively works with team to continually improve productivity &	√
reduce waste	
Performs basic operator checks and reports issues to the Team Leader	
Can perform operator maintenance and ensures that all potential	
quality issues are contained	
Proven individual problem-solving ability	
Proven communication skills and problem-solving ability involving	
others	
High-Level problem-solving ability	<b>√</b>
Informs immediate supervisor of any deviation from	
procedure/specification	
Demonstrates broad knowledge of the entire product and operation  Can be asked to learn and implement skills for any incidental task	V
Can work with the team leader and management to ensure the	√ V
coordination and motivation of the team is optimised	•
Work pro-actively with the team leader to effect continual	
improvements in efficiency and waste	
Proven to possess exceptional level of skill and efficiency in any one	
area	,
Play's an active role in promoting and implementing the company's	$\sqrt{}$
long-term goals	
Capable of performing as the Acting Team Leader when the usual	
team leader is unavailable/absent	2/
Coordinates the activities of the entire team/area  Has supervisory experience and/or formal training	1
Has supervisory experience and/or formal training Ensures that all Employees follow Company rules and procedures	v V
(including Employees who may not be under their direct responsibility)	,
Responsible for the coordination of labour on site	V
Is able to effectively address initial disciplinary issues that relate	V
people within their immediate team	,
Can act as Team Leader in any area	V
Inform their immediate manager of any deviations from the above	
	l

#### APPENDIX B - FLEXITIME / RDOS

During a standard working week, employees will work 40 hours and be paid for 38 hours at the employee's base rate.

The additional 2 hours (unpaid and termed flexitime) will be accumulated by the Employer in order that an employee may utilise the accrued flexitime at a later date. Flexitime is not accumulated on overtime, annual leave, personal leave, any form of unpaid leave or public holidays. Flexitime is only accumulated in proportion to paid hours worked.

#### Fixed Days / Part Of

By agreement and consultation with the majority of employees affected, or the individual employees affected the Employer may utilise an amount of flexitime that is <u>up to</u> the equivalent of six specific days / dates per annum (termed Fixed Days and equating to 45.6 hours for the purposes of this clause) to:

- extend a period of closure brought about by a public holiday; or
- for any other reasonable purpose agreed with the affected employees.

The specific dates to be utilised by the Employer in an upcoming calendar year will be announced and published by 30<sup>th</sup> September in the previous calendar year. This is to enable all employees to ensure they have sufficient flexitime accumulated by 31<sup>st</sup> December of that year to cover up to two Fixed Days in the month of January of the upcoming year.

With respect to a Fixed Day nominated by the Employer, an employee's accumulated flexitime will be reduced by the number of hours an employee would ordinarily work on the day nominated as a Fixed Day.

An employee may utilise the hours not previously nominated by the Employer as a Fixed Day in any of the following ways:

- As flexitime this enables an employee to work a shorter than normal day with the unworked hours taken from accumulated flexitime; or
- As an RDO this enables an employee to not attend for work with the unworked hours taken from accumulated flexitime.

All absences covered by flexitime and / or RDO must be agreed in advance between the employee and the Manufacturing Manager (or equivalent).

With regards to an RDO this must be agreed at least one week (seven calendar days) in advance of being taken.

The maximum number of flexitime hours that can be accumulated is 38 hours (5 days). Once an employee has accumulated 38 hours the employee is obliged to request an RDO, to be taken any day that is between seven and fourteen calendar days after the date the request is made and the Employer is obliged to grant such request unless doing so would result in the Employer breaching its obligations under the Workplace Health and Safety Act 2011 (NSW). In such circumstances the employee and Employer will agree an alternative date for the employee to take the RDO.

RDOs can be added to annual leave days if requested and approved by the Supervisor / Manager.

The Employer will not enter into any agreements with employees to exchange accumulated flexitime hours for their cash equivalent (based on base rate of pay only). Upon termination of employment an employee will be paid the cash equivalent (based on base rate of pay only) of any accumulated flexitime remaining at the date of termination.

Flexitime does not change the employee's specified hours. The employee's specified hours will still be the employee's ordinary hours as set out in this Agreement, being 38 hours per week. For the purposes of calculating leave or other payments, the specified hours will be used.

#### Other Matters:

The Employer may require that, on days declared as a Fixed Day, one employee from both Stores and Despatch functions attend for work. The persons required will be advised no later than one month in advance of the date and will be remunerated at normal rates of pay. The employee will be granted a Floating Day in respect of the day worked.

Any employee required to work on a Fixed Day and not provided with one month's notice of this requirement will be remunerated for the hours worked during that day at overtime rates as detailed in clause 7 f) (Saturday) of the Tyree Industries Pty Ltd Enterprise Agreement 2020.

		2020	2021
	New Year's Day		Friday, 1 January
January			
	Australia Day		Tuesday, 26 January
	RDO		Monday, 25 January
February			
March/April			
	Good Friday		Friday, 2 April
	Easter Monday		Monday, 5 April
	RDO 2021		Tuesday, 6 April
	Anzac Day		Sunday, 25 April
	RDO 2019 & 2020		Friday, 23 April
May			
June			
	RDO		Friday, 11 June
	Queen's Birthday		Monday, 14 June
July			
August			
	RDO	Friday 7 August	Friday 6 August
September			
	RDO	Friday, 2 October	Friday, 1 October
October			
	Labour Day	Monday, 5 October	Monday, 4 October
November			
December			
	RDO	Thursday, 24 December	Friday, 24 December
	Christmas Day	Friday, 25 December	Monday, 27 December
	Boxing Day	Monday, 28 December	Tuesday, 28 December
	RDO		