



**Tyree Industries Pty Ltd**

**Enterprise Agreement 2021**

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## 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.

## 2. Date and Period of Operation

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 2024.

## 3. General

Title: This Agreement shall be known as the Tyree Industries Pty Ltd Enterprise Agreement 2021 (“**EA2021**”).

Definitions: In this Agreement:

Term	Definition
<b>The Employer</b>	Tyree Industries Pty Ltd
<b>An Employee</b>	A person employed by the Employer who undertakes work referred to in the Classification System detailed as Appendix A
<b>Full-Time Employee</b>	A person employed by the Employer in accordance with accordance with clause 6a)
<b>Part-time Employee</b>	A person employed by the Employer in accordance with accordance with clause 6b)
<b>Casual Employee</b>	A person employed by the Employer in accordance with accordance with clause 6c)
<b>The Act</b>	The <i>Fair Work Act 2009</i> (Cth) as amended from time to time
<b>The Award</b>	The <i>Manufacturing and Associated Industries and Occupations Award 2020</i> (the <b>Award</b> ) as amended from time to time
<b>Location of work</b>	Unless otherwise agreed, all persons will be employed at the Employer’s factories or offices at Tyree Place, Braemar, New South Wales

#### **4. The National Employment Standards**

The National Employment Standards (NES) are 11 minimum employment entitlements that apply to all Employees. These entitlements are summarised in the table below, along with relevant clauses of the EA 2021, if applicable.

<b>NES Entitlement</b>	<b>Relevant EA2021 clause</b>
Maximum weekly hours – 38 hours per week	EA2021 conforms to the NES <ul style="list-style-type: none"><li>Refer to Clause 8 a) and Appendix B – Flexitime / RDOs</li></ul>
Annual leave	EA2021 benefits conform to the NES <ul style="list-style-type: none"><li>Full-time and part-time Employees get 4 weeks of annual leave, based on their ordinary hours of work.</li></ul>
Personal / carer's leave, compassionate leave and unpaid family and domestic violence leave	EA2021 benefits conform to the NES <ul style="list-style-type: none"><li>Paid personal / carers leave - 10 days for full-time Employees, and pro-rata for part-time Employees.</li><li>Paid compassionate leave - 2 days each time an immediate family or household member dies or suffers a life-threatening illness or injury.</li><li>Family and domestic violence leave - 5 days unpaid each year.</li></ul>
Parental leave and related entitlements	EA2021 benefits conform to the NES <ul style="list-style-type: none"><li>Employees are entitled to up to 12 months of unpaid parental leave (and up to 24 months if the Employer agrees).</li></ul>
Community service leave	EA2021 benefits conform to the NES <ul style="list-style-type: none"><li>An Employee is entitled to take community service leave while they are engaged in the activity and for reasonable travel and rest time. There is no limit on the amount of community service leave an Employee can take.</li></ul>
Long service leave	EA2021 provides improved benefits compared to the NES <ul style="list-style-type: none"><li>Refer to clause 25, EA2021</li></ul>
Public holidays	EA2021 benefits conform to the NES
Requests for flexible working arrangements	No relevant EA2021 clause
Notice of termination	EA2021 benefits conform to the NES <ul style="list-style-type: none"><li>Refer to clause 21, EA2021</li></ul>
Redundancy pay	EA2021 provides improved benefits compared to the NES, <ul style="list-style-type: none"><li>Refer to clause 22 a), EA2021</li></ul>
Offers and requests to convert from casual to permanent employment	No relevant EA2021 clause
Fair Work Information Statement and Casual Employment Information Statement	No relevant EA2021 clause

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.

## **5. Manufacturing and Associated Industries and Occupations Award 2020**

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

The following table lists pertinent matters that relate to specific terms of the Award and the relevant clause of the Award.

<b>Matter</b>	<b>Relevant clause in the Award</b>
Ordinary Hours of Work	Clauses 17.2, and 17.4
Casual Employees	Clause 11
Meals Breaks	Clause 18
Consultation about changes to rosters or hours of work	Clause 41.2
Requirement to Work Reasonable Overtime	Clause 32.9
Overtime Rate - Monday to Friday	Clause 32.2
Overtime Rate – Saturday	Clause 32.5
Overtime Rate – Sunday	Clause 32.6
Public Holiday Work	Clause 32.7
Overtime	Clause 32.9
Overtime Rest Breaks	Clause 32.11
Rest Period After Overtime	Clause 32.12
Call Back	Clause 32.13
Public Holidays	Clause 40
Absence from Duty	Clause 39

Matters in the table below vary from the clause of the Award applicable to that matter

<b>Matter</b>	<b>Relevant clause in the Award</b>	<b>Relevant clause in EA2021</b>
Annual Close Down	Clause 34.7	Clause 24
Leave Loading	Clause 34.4	Clause 13

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.

## 6. Employment Categories

- a) 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.
- b) 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.
- c) Casual Employment A casual Employee shall receive not less than 25% casual loading. The casual loading compensates casual Employees for entitlements that they do not receive including paid personal/carer's leave, paid annual leave, paid compassionate leave, payment in lieu of notice of termination and redundancy pay.

## 7. 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 continue. The Employer reserves the right to extend the qualifying period for an Employee following discussions with the affected Employee.

## 8. Ordinary Hours of Work

- a) Subject to the subclauses below and Appendix B (which provides for a system of averaging as contemplated by the NES and the Award) the ordinary hours of work shall be an average of 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.

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.

- d) Ordinary hours of work for the operation, day workers and shift workers are as set out in Table 1 below.
- e) Notwithstanding anything to the contrary contained in this Agreement, including in subclauses 8a) to 8d), the Employer is not precluded from consulting with and reaching agreement with individual Employees about how their working hours are to be arranged.

<b>Table 1</b>				
<b>Day Shift</b>	Start	1 <sup>st</sup> 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
<b>Afternoon Shift</b>				
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

During a standard working week, Employees will work 40 ordinary hours and be paid for 38 hours.

The additional 2 ordinary hours worked will be accumulated in order that an Employee may utilise the accrued flexitime at a later date (as either flexitime or as an RDO), resulting in an average of 38 ordinary hours over the work cycle. This is outlined in detail at Appendix B – Flexitime/RDOs.

## 9. Meal Breaks

- a) 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.
- b) For all other meal break related matters refer to the Award - clause 18.
- c) 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.

## 10. 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 10a) v. below, means any shift commencing in line with Table 1 or as agreed under clause 8
  - iii. "Afternoon Shift" Subject to subclause 10a) v. below, means any shift commencing and ending at the times stated in Table 1 or as agreed under clause 8.  
An Employee whilst on afternoon shift shall be paid for the hours worked on that shift a 115% of the Ordinary Hourly Rate of Pay.
  - iv. "Night Shift" Subject to subclause 10a) v below, means any shift commencing on or after 10 pm, or as agreed under clause 8.  
An Employee whilst on night shift shall be paid for the hours worked on that shift a 130% of the Ordinary Hourly Rate of Pay.

- v. By agreement between the Employer and the majority of Employees concerned, or in accordance with subclause 8 e), 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) Number of Shifts      Except at changeover of shifts, an Employee will not be required to work more than one shift in each 24 hours.
- c) 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 rate which would have been applicable to the hours taken off.

#### 11. 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.

#### 12. Ordinary Hourly Rate of Pay

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

- a) Base Rate of Pay as set out in clause 13 plus, where applicable
- b) Team Leader allowance as set out in clause 17a) plus, where applicable
- c) Service Premium as set out in clause 16, where applicable

#### 13. Base Rate of Pay

Base Rate of Pay payable to an Employee is dependent upon the tasks that an Employee has been assessed as being capable of performing and their conformance to a classification level's principal responsibilities and accountabilities (together these are the personal attributes).

The system to determine a production Employee's personal attributes, and hence Base Rate of Pay, is detailed in Appendix A.

Annual Leave Loading is a component of the Base Rate of Pay in so much as 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 17, are included in the Base Rate of Pay.



The Base Rate of Pay that an Employee will receive during the life of this agreement is in Table 2 below:

<b>Table 2</b>	<b>Base Rate of Pay / Classification Level (\$ per hour)</b>					
	<b>Applicable from 1 July 2021</b>					
	<b>Level 1</b>	<b>Level 2</b>	<b>Level 3</b>	<b>Level 4</b>	<b>Level 5</b>	<b>Level 6</b>
Assembly / Stores	\$25.11	\$26.37	\$27.50	\$28.00	\$28.50	\$29.38
Coil Winders / Fabrication	\$26.39	\$27.71	\$28.90	\$29.42	\$29.95	\$30.88
Transport (Truck Driver)					\$32.00	
Maintenance / Trades Accredited		\$32.00	\$35.03	\$35.67	\$36.31	\$37.43
	<b>Base Rate of Pay / Classification Level (\$ per hour)</b>					
	<b>Applicable from 1 July 2022</b>					
	<b>Level 1</b>	<b>Level 2</b>	<b>Level 3</b>	<b>Level 4</b>	<b>Level 5</b>	<b>Level 6</b>
Assembly / Stores	\$25.86	\$27.16	\$28.33	\$28.84	\$29.36	\$30.26
Coil Winders / Fabrication	\$27.18	\$28.54	\$29.77	\$30.30	\$30.85	\$31.81
Transport (Truck Driver)					\$32.96	
Maintenance / Trades Accredited		\$32.96	\$36.08	\$36.74	\$37.40	\$38.55
	<b>Base Rate of Pay / Classification Level (\$ per hour)</b>					
	<b>Applicable from 1 July 2023</b>					
Production Staff	<b>Level 1</b>	<b>Level 2</b>	<b>Level 3</b>	<b>Level 4</b>	<b>Level 5</b>	<b>Level 6</b>
Assembly / Stores	\$26.64	\$27.97	\$29.18	\$29.71	\$30.24	\$31.17
Coil Winders / Fabrication	\$28.00	\$29.40	\$30.66	\$31.21	\$31.78	\$32.76
Transport (Truck Driver)					\$33.95	
Maintenance / Trades Accredited		\$33.95	\$37.16	\$37.84	\$38.52	\$39.71

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

<b>Table 2a</b>	<b>Adult Apprentice</b>	<b>Non-Adult Apprentice</b>
<b>Classification</b>	<b>Percentage of Level 1 Maintenance / Trades Accredited Base Rate</b>	
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%

#### 14. Superannuation

- a) The Employer will pay superannuation to a complying superannuation fund nominated by the Employee at the applicable percentage stated in the *Superannuation Guarantee Administration Act 1992* (as amended from time to time).
- b) Where an Employee does not nominate a compliant superannuation fund and no “stapled fund” can be located, 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 Employee’s ordinary time earnings as defined in the superannuation guarantee legislation (as amended from time to time).

#### 15. Overtime

- a) Requirement to Work Reasonable Overtime

Refer to the Award clause 32.9.

- b) Arrangement of Overtime.

- i. The arrangement of overtime will be at the Employer’s discretion based on the needs of the business.
- ii. Any overtime must be approved by the Manufacturing Manager (or equivalent) before being undertaken.
- iii. Any overtime worked without the prior approval of the Manufacturing Manager (or equivalent) will not be paid.
- iv. A failure to seek prior approval for attending the premises is a breach of safety protocol and may result in disciplinary action.
- v. 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.

- c) Payment for Working Overtime

Except as provided for in subclause 15c) iii. and subject to subclause 26a) 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 15d), 15e) and 15f).

- i. 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.
- ii. Ordinary hours of work for shift workers will be an average of 38 hours per week over 12 months / will not exceed 152 hours in 28 consecutive days. Ordinary hours of work for part-time Employees will be as stated on the Employee’s offer of employment as amended from time to time.

- iii. Subject to subclause 8a), 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 15d), 15e) and 15f). contained within this agreement.

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

- iv. 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.

d) Monday to Friday

- i. **150%** of the Ordinary Hourly Rate of Pay for the first 3 hours; and
- ii. **200%** of the Ordinary Hourly Rate of Pay thereafter.

e) Saturday

- i. **150%** of the Ordinary Hourly Rate of Pay for the first 3 hours; and
- ii. **200%** of the Ordinary Hourly Rate of Pay thereafter with a minimum payment of 4 hours.

f) Sunday

200% of the Ordinary Hourly Rate of Pay until the employee is relieved from duty with a minimum payment of 3 hours.

g) Rest Period after Overtime

Refer to the Award clause 32.12.

h) Call Back

Refer to the Award clause 32.13.

i) Call Out

An Employee scheduled to attend work on a weekend to unlock facilities and / or start up a process will be paid for 3 hours at **150%** of the Ordinary Hourly Rate of Pay unless total elapsed time, inclusive of travel to and from the factory, exceeds 3 hours. Thereafter all hours are paid at **200%** of the Ordinary Hourly Rate of Pay.

j) Public Holiday Work

Refer to the Award clause 32.7.

k) Overtime Rest Breaks

Refer to the Award clause 32.11.

## 16. 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 Rate of Pay paid to Employees who are entitled to receive the Service Premium.
- b) The length of service in 16a) starts from the time when the Employee was 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

## 17. 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 \$4.15 per hour as a component of their Ordinary Hourly Rate of Pay (clause 12) 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 \$18.65 if appointed by the Employer to perform first aid duty. This allowance is not incorporated into the Employee's Ordinary Hourly Rate of Pay.
- 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 Rate of Pay.
- d) All other relevant allowances, loadings, penalties and special rates listed in the Award are included in the Base Rate of Pay as set out in clause 13 above, unless otherwise specified in this Agreement.

## 18. Personal / Carer's Leave

- a) EA2021 entitlements for personal/carer's leave are in accordance with the NES.
- b) Paid personal / carers leave benefit is 10 days for full-time Employees, and pro-rata for part-time Employees.
- c) An Employees' entitlement to paid personal / carer's leave accumulates progressively during a year of service, based on their ordinary hours of work.

- d) Subject to the NES, evidentiary documentation<sup>1</sup> supporting an application for personal / carers leave is required in the following circumstances:
  - i. Personal / carer's leave taken on a Monday or after a public holiday
  - ii. Instances of two or more consecutive personal / carers leave days
  - iii. All instances that arise after an Employee has been granted two single personal / carers leave days without the Employee providing evidentiary documentation.

## 19. Annual Leave

- a) EA2021 entitlements for annual leave are in accordance with the NES.
- b) Full-time and part-time Employees get 4 weeks of annual leave, based on their ordinary hours of work
- c) An employee's entitlement to annual leave accumulates continuously based on the number of ordinary hours they work.
- d) Annual leave continues to accumulate when an employee takes a period of paid annual leave or paid personal/carer's leave.
- e) Annual leave will not accumulate on unpaid leave unless it is community service leave.
- f) Applications for annual leave ordinarily require at least two weeks' notice from the Employee to the Employer.
- g) Subject to the needs of the Employee and the Employer's business, applications for annual leave shall not be unreasonably refused.

## 20. 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 Employer 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 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.
- e) 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.

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<sup>1</sup> Examples of evidentiary documentation include, but are not limited to:

- Medical certificate endorsed by a medical practitioner, pharmacist or other registered health practitioners
- Statutory declaration or other form of evidence the Employer, acting reasonably, will accept as evidence

- f) The Employer recognises the rights of persons not wishing to be engaged in group discussions referred to in subclause 20 e) 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.

- g) 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 to 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.

- h) 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:
- i. the introduction of the change; and
  - ii. the effect the change is likely to have on the Employees; and
  - iii. measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and
  - iv. 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:

- i. the termination of the employment of Employees; or
  - ii. major change to the composition, operation or size of the employer's workforce or to the skills required of Employees; or
  - iii. the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - iv. the alteration of hours of work; or
  - v. the need to retrain Employees; or
  - vi. the need to relocate Employees to another workplace; or
  - vii. the restructuring of jobs.
- i) 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:
  - all relevant information about the change, including its nature; and
  - information about what the Employer reasonably believes will be the effects of the change on the Employees; and
  - 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.

## 21. 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:

<b>Table 4</b>		OR
<b>Employee's period of continuous service with the Employer at the end of the day the notice is given</b>	<b>Notice Period</b>	<b>Payment in lieu of Notice Period</b>
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 or payments in lieu of notice.

## 22. Termination –Redundancy

- a) Upon termination of employment on the grounds of redundancy, eligible Employees will be entitled to a redundancy payment. This will be in addition to any applicable payment in lieu of notice as detailed in Table 4 above. The redundancy 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 a redundancy payment under this clause is subject to the same exclusions and limitations as the corresponding entitlement to redundancy pay under the NES.

<b>Table 5</b>	
<b>Employee's period of continuous service with the Employer at the end of the day the notice is given</b>	<b>Redundancy payment</b>
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

## 23. Standing Down Employees

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

## 24. Annual Close Down

- a) The Employer may at its discretion, 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) The Employer may only close down the enterprise for one or two separate periods in a year.
- c) If the employer closes down the enterprise for the purpose of granting annual each period of closedown must be for at least seven consecutive days including non-working days.
- d) 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.



## 25. Long Service Leave

Long Service Leave shall be as per the Long Service Leave Act 1955 (NSW), as amended from time to time.

*Note:*

*Long service leave applies to most NSW Employees who are full-time, part-time or casuals.*

*If you have been working for the same employer for 10 years you are entitled to 2 months (8.67 weeks) paid leave, to be paid at your ordinary gross weekly wage under the Long Service Leave Act 1955 (the Act).*

*The Act also provides for a pro-rata entitlement after five years, if the Employee resigns as a result of:*

- illness,*
- incapacity or*
- domestic or other pressing necessity.*

*If an Employee resigns for one of the above reasons they need to advise the employer in writing at the time of giving notice.*

*The Act also provides for a pro-rata entitlement after five years, if an Employee's services have been terminated by the employer for any reason other than serious and wilful misconduct, or if the Employee dies.*

*If an Employee ceases employment before 5 years service there is no entitlement for long service leave.*

## 26. 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 26 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.

## 27. Dispute Resolution

a) If a dispute relates to:

- i. a matter arising under the agreement; or
- ii. the National Employment Standards;

this term sets out procedures to settle the dispute.

- b) The Employer or any Employees who are parties to a dispute may appoint another person, organisation or association for the purposes of accompanying them or representing them for the purposes of the procedures in this term.
- c) 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.

- d) If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.
- e) The Fair Work Commission may deal with the dispute in 2 stages:
  - i. 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
  - ii. if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
    - arbitrate the dispute; and
    - make a determination that is binding on the parties.

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

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 Act. Therefore, an appeal may be made against the decision.

- f) While the parties are trying to resolve the dispute using the procedures in this term:
  - i. 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
  - ii. an Employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
    - the work is not safe; or
    - applicable occupational health and safety legislation would not permit the work to be performed; or
    - the work is not appropriate for the Employee to perform; or
    - there are other reasonable grounds for the Employee to refuse to comply with the direction.
- g) The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.

## **28. Employee Representation**

- i. The Employer recognises the rights of Employees to decide whether to join a trade union or not.
- ii. 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.
- iii. Delegates must seek approval from the Employer to undertake representative duties, if this is to be done during working hours.

## **SIGNATURES**

**Signed on behalf of Tyree  
Industries Pty Limited  
10 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)

---

(Address of Employee representative)

---

(Signature of Employee representative)

---

(Name of Employee representative)

---

(Address of Employee representative)

Dated

Dated

The above persons are either persons covered by the agreement or nominated bargaining representatives.

## APPENDIX A - CLASSIFICATION SYSTEM

### General Classification Rules:

The classification system is structured so that an Employee's individual skill set<sup>2</sup> and their conformance to a classification level's principal responsibilities and accountabilities (together these are the personal attributes) are assessed by referring to tables in this document for the relevant functional area of the Employer's business. The classification system serves the dual purpose of recognising and rewarding an Employee's personal attributes whilst also improving the quality of the Employer's products and production efficiency.

The Employer reserves the right to reassess the classification system should the needs of the business change i.e. if a skill is no longer required or where new skills, processes, functional areas or skills are substituted or added. Should such a change be required then it will be implemented through consultation and majority agreement.

An Employee's Base Rate of Pay is determined by their personal attributes. The Employer is committed to assisting Employees in developing their personal attributes within the workplace.

An Employee's personal skill set is defined by the number of mandatory and / or optional tasks (as displayed in the tables on pages 23 to 27 following) where the Employee displays the degree of capability required in order that the Employee can competently and effectively perform the task.

An Employee's conformance to a classification level's principal responsibilities and accountabilities is assessed by reference to matters identified in Table A2 on pages 29 and 30.

The Employee's assessed personal attributes will indicate the "Level" classification applicable to the Employee and accordingly the Base Rate of Pay that the Employee is awarded.

The process by which an Employee's level is increased to reflect that an Employee's personal attributes satisfy the requirements of a higher level is summarised below:

- An application for a change of level may be initiated by either the Employee or their team leader having observed the Employee's capabilities whilst performing their role within the Company
- The Employee is to complete their own personal assessment of their personal attributes and review this with their team leader.
- The team leader / Employee review should be completed within 1 (one) week of the lodgement of the completed application
  - If the Employee has met the requirements, a grading change will then be approved by the Production Manager/Operations Manager based on the merits of the review;
  - If the Employee has not met the requirements the Employee will be advised of such and a training plan will be set as a pathway for the Employee to reach the next level. This will be developed over a period not exceeding 4 (four) weeks from the completion of the team leader / Employee review;<sup>3</sup>
  - The training plan will identify area/s for learning and a time frame, that will ordinarily not exceed 3 (three) months, to achieve this. Once the training plan is completed the application is to be resubmitted for re-assessment, approval and implementation.

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<sup>2</sup> The Employees ability to competently and effectively perform specific tasks within their functional area

<sup>3</sup> Parties agree that there may be exceptional circumstances that result in the assessment period being greater than 4 weeks. In such circumstances applicants will be advised of any delays and expected completion of the review.

Parties recognise that there may be particular circumstances where the Employer is unable to offer an Employee a re-grading due to the Employer not having the capacity to utilise the increased personal skill set of the Employee within the Employer's business.

Should this situation arise, the Employer will advise the applicant of the particular circumstances that give rise to this restriction and commit to assessing the Employee's application once the restricting circumstances no longer apply.

The following tables on pages 23 to 27 are separated into functional areas within the Employer's business and the skills that the Employee needs to displays the degree of capability required in order that the Employee can competently and effectively perform the task.

The defined functional areas are:

TST / TSTi	Distribution and Industrial Transformers, pole mount and ground mount
Kiosk	Kiosk Style Ground Mount Transformers, with any of Ring Main Unit and / or Distribution Panels
TPT	Power Transformers
Testing	Conformance Testing of TSTi / TPT Transformers
Fabrication	Manufacture of steel components and welded assemblies utilised in transformer assembly. Elements of which may be surface treated / painted to customer specifications.
Stores	Receipt, dispatch and management of components and finished products.
Maintenance	Programmed and breakdown repairs and maintenance of production equipment plus assistance with capital investment programmes as required.

The tables on pages 23 to 27 contain tasks by functional area that have been separated into two categories:

- Tasks marked with an "X" are mandatory tasks
- Tasks marked with an "O" are optional tasks

The Classification Level Competencies statements on page 28 refer to these mandatory and optional tasks and the number of each that an Employee needs to display the required degree of capability in for the Employee to achieve the requisite Level Classification.

In each case, in order to achieve a specific Level Classification an Employee needs to be able to demonstrate that they have the required degree of capability in a mixture of mandatory and optional tasks.

The tables are to read in accordance with the following example:

.....Level 1 = any X	
.....Level 2 = any 2 of X and O	Can be two "X" tasks or one "X" task and one "O" task
.....Level 3 = any 4 of X and O	Can be two "X" tasks and two "O" tasks OR three "X" tasks and one "O" task
.....Level 4 = Any 3 of X and 3 of O	Must be three "X" tasks and three "O" tasks

## **TST / TSTi – Skill Matrix**

<b>TST/TSTi-Core/Lacing</b>			<b>TST/TSTi-Leadwork</b>	
Insulation Cutting and forming	X		Insulation Cutting and forming	X
Wound Core (AEM) Machine	X		Core & Coil Assembly/Packing	X
Lacing	X		Core & Coil Leadwork	X
Core & Coil Assembly/Packing	X		Core Coil Tester (Ratio,IR)	X
Wound Core (AEM) Robot	O		Lacing	O
Core Annealer	O		Paper Slitter	O
Coil Pressing and Curing	O		Wound Core (AEM) Machine	O
Paper Slitter	O		Coil Pressing and Curing	O
Core & Coil Leadwork	O		Tanking & Oven	O
Other Activity elective	O		Lidding	O
.....Level 1 = any X			.....Level 1 = any X	
.....Level 2 = any 3 of X and O			.....Level 2 = any 3 of X and O	
.....Level 3 = any 6 of X and O			.....Level 3 = any 6 of X and O	
.....Level 4 = 4 of X and 4 of O			.....Level 4 = 4 of X and 4 of O	
<b>TST/TSTi-Winding</b>			<b>TST/TSTi-Tanking</b>	
Insulation Cutting and forming	X		Tanking & Oven	X
Coil Winding – LV Strap	X		Lidding	X
Coil Winding – LV Foil	X		Final Assembly, Kitting, Palletising	X
Coil Winding – HV Auto Sheet Insln	X		Stencilling, Labelling and Marking	X
Coil Winding – HV Auto Strip Insln	X		Tank Cleaning / Preparation	O
Coil Pressing and Curing	O		Oil Processing & Filling	O
Lacing	O		Lid Making	O
Core & Coil Assembly/Packing	O		Loading & Shipping	O
Core & Coil Leadwork	O		Core Coil Tester (Ratio,IR)	O
Drying Prep	O		Basic Cabling & Earth Wiring	O
Core Coil Tester (Ratio,IR)	O		Core & Coil Leadwork	O
.....Level 1 = any X			Routine Testing - LV Tests	O
.....Level 2 = any 2 of X and O			Routine Testing - HV Tests	O
.....Level 3 = any 4 of X and O			.....Level 1 = any X	
.....Level 4 = 4 of X and 2 of O			.....Level 2 = any 3 of X and O	
			.....Level 3 = any 6 of X and O	
			.....Level 4 = 4 of X and 4 of O	
<b>TST/TSTi Insulation &amp; Coil Press</b>				
Insulation Cutting and forming	X			
Paper Slitter	X			
Coil Pressing and Curing	X			
Lacing	O			
Wound Core (AEM) Machine	O			
Core & Coil Assembly/Packing	O			
Core & Coil Leadwork	O			
Other Activity elective	O			
.....Level 1 = any X				
.....Level 2 = any 2 of X and O				
.....Level 3 = any 4 of X and O				
.....Level 4 = Any 3 of X and 3 of O				

## **KIOSK – Skill Matrix**

<b>Kiosk - Std</b>		<b>Kiosk - LV Panels</b>	
Tank, HV & LV & plinth assembly	X	LV Board Assembly basic	X
Panelwork enclosure assembly	X	LV Enclosed Board & Panel complex	X
Palletising & Sales Kitting	X	Panel Wiring	X
Stencilling, Labelling and Marking	X	Marshalling Box complex	X
Basic Cabling & Earth Wiring	X	Busbar production,SF Bars & Flat	O
Loading & Shipping	O	Busbar Machine, complex bars	O
LV Cable Production	O	LV Cable Production	O
Final Assembly, Kitting, Palletising	O	HV Cable Production	O
Busbar production,SF Bars & Flat	O	LV Board Testing	O
Busbar Machine, complex bars	O	.....Level 1 = any X	
.....Level 1 = any X		.....Level 2 = any 2 of X and O	
.....Level 2 = any 2 from X and O		.....Level 3 = any 4 of X and O	
.....Level 3 = any 4 from X and O		.....Level 4 = 3 of X and 3 of O	
.....Level 4 = 5 of X and 1 of O			
<b>Kiosk - Custom</b>		<b>Kiosk - Busbar</b>	
Tank, HV & LV & plinth assembly	X	Busbar production,SF Bars & Flat	X
Panelwork enclosure assembly	X	Busbar Machine, complex bars	X
LV Enclosed Board & Panel complex	X	LV Cable Production	X
Marshalling Box complex	X	Panelwork enclosure assembly	X
LV Board Testing	O	LV Board Assembly basic	O
LV Cable Production	O	HV Cable Production	O
Basic Cabling & Earth Wiring	O	Tank, HV & LV & plinth assembly	O
Stencilling, Labelling and Marking	O	Basic Cabling & Earth Wiring	O
Palletising & Sales Kitting	O	.....Level 1 = any X	
Busbar production,SF Bars & Flat	O	.....Level 2 = any 2 of X and O	
Busbar Machine, complex bars	O	.....Level 3 = any 4 of X and O	
HV Cable Production	O	.....Level 4 = 3 of X and 3 of O	
.....Level 1 = any X			
.....Level 2 = any 3 of X and O			
.....Level 3 = any 6 of X and O			
.....Level 4 = 4 of X and 4 of O			



## **TPT – Skill Matrix**

<b>TPT Winding</b>			<b>TPT- Assembly</b>	
Insulation Cutting and forming	X		Insulation Cutting and forming	X
Coil Winding - Layer	X		Lacing	X
Coil Winding - Disc	X		Core & Coil Assembly/Packing	X
Coil Winding - CTC Disc/Lyr	X		TPT Leadwork HV & LV	X
Coil Winding - Regulator: Edge/Flat	O		Drying Prep	X
Coil Winding – LV Foil	O		TPT Leadwork RV	O
Coil Winding – HV Auto Sheet Insln	O		Core Coil Tester (Ratio,IR)	O
Coil Winding - Conductor Brazing	O		Linkboard Assy	O
Coil Pressing & Sizing	O		Coil Pressing & Sizing	O
Core Coil Tester (Ratio,IR)	O		Core Stacking	O
Lacing	O		.....Level 1 = any X	
Core Stacking	O		.....Level 2 = any 3 of X and O	
.....Level 1 = any X			.....Level 3 = any 5 of X and O	
.....Level 2 = any 2 of X and O			.....Level 4 = 5 of X and 2 of O	
.....Level 3 = any 4 of X and O				
.....Level 4 = 3 of X and 3 of O				
<b>TPT- Core</b>			<b>TPT- Tanking</b>	
Stacked Core (MTM) Machine	X		Oil Processing & Filling	X
Core Slitter	X		TPT Tank Preparation	X
Lacing	X		TPT Tanking, Dry Pressing	X
Core Stacking	X		TPT Vacuum Processing	X
Insulation Cutting and forming	O		F/A Finishing,Stripdown,Packing	X
Insulation Machining	O		HV Lead making & Brazing	O
Insulation Assembly	O		TPT Gasket Making	O
Core & Coil Assembly/Packing	O		TPT Tank Tests	O
Core & Coil Leadwork	O		Refurb Disassembly and preparat'n	O
Tank Cleaning / Preparation	O		Turret Assy incl. CT & Insuln	O
.....Level 1 = any X			TPT Bushing & OLTC connection	O
.....Level 2 = any 2 of X and O			.....Level 1 = any X	
.....Level 3 = any 4 of X and O			.....Level 2 = any 3 of X and O	
.....Level 4 = 4 of X and 2 of O			.....Level 3 = any 5 of X and O	
			.....Level 4 = 5 of X and 3 of O	
<b>TPT Insulation</b>				
Insulation Cutting and forming	X			
Insulation Assembly	X			
Insulation Machining	O			
Coil Pressing and Curing	O			
Core Coil Tester (Ratio,IR)	O			
Lacing	O			
Core Stacking	O			
Core & Coil Assembly/Packing	O			
Other Activity elective	O			
.....Level 1 = any X				
.....Level 2 = any 3 of X and O				
.....Level 3 = any 5 of X and O				
.....Level 4 = 2 of X and 4 of O				

## **Fabrication and Surface Treatment – Skill Matrix**

<b>Fabrication Cut/Press</b>			<b>Fabrication Industrial &amp; Power</b>	
Profile Cutting - Plasma	X		Pressing and Rolling	X
Profile Cutting - Laser	X		Tank Preparation (Tack up)	X
Pressing and Rolling	X		Boilermaking & Structural Fabricat'n	X
Tank Preparation (Tack up)	O		Tank & Component Welding	X
Tank & Component Welding	O		Robot Welding	O
Robot Welding	O		Profile Cutting - Plasma	O
Standard Painting; Masking Off	O		Blaster - Grit	O
Panels surface treatment	O		Standard Painting; Masking Off	O
Powder coating	O		.....Level 1 = any X	
.....Level 1 = any X			.....Level 2 = any 2 of X and O	
.....Level 2 = any 2 of X and O			.....Level 3 = any 4 of X and O	
.....Level 3 = any 4 of X and O			.....Level 4 = 4 of X and 2 of O	
.....Level 4 = 3 of X and 3 of O				
<b>Fabrication TST/Robot lines</b>			<b>Fabrication Surface Protection</b>	
Tank Preparation (Tack up)	X		Standard Painting; Masking Off	X
Tank & Component Welding	X		Blaster - Grit	X
Robot Welding	X		Blaster - Auto	X
Pressing and Rolling	O		Professional Spray Painting	X
Profile Cutting - Plasma	O		Paint Prep and Storage	O
Profile Cutting - Laser	O		Panels surface treatment	O
Standard Painting; Masking Off	O		Powder coating	O
Blaster - Grit	O		Tank & Component Welding	O
.....Level 1 = any X			.....Level 1 = any X	
.....Level 2 = any 2 of X and O			.....Level 2 = any 2 of X and O	
.....Level 3 = any 4 of X and O			.....Level 3 = any 4 of X and O	
.....Level 4 = 3 of X and 3 of O			.....Level 4 = 3 of X and 3 of O	
<b>Fabrication Sheetmetal</b>				
Pressing and Rolling	X			
Sheetmetal Weld/Spot	X			
Panels surface treatment	X			
Powder coating	X			
Loading & Shipping	O			
Profile Cutting - Laser	O			
Profile Cutting - Plasma	O			
Tank Preparation (Tack up)	O			
Tank & Component Welding	O			
Standard Painting; Masking Off	O			
.....Level 1 = any X				
.....Level 2 = any 2 of X and O				
.....Level 3 = any 4 of X and O				
.....Level 4 = 4 of X and 2 of O				

<b>Testing Skill Matrix</b>			<b>Maintenance - Skill Matrix</b>	
Oil Testing	X		Trade Qual'd, PM, basic repairs	X
Routine Testing - LV Tests	X		Supervise & instruct apprentices	X
Routine Testing - HV Tests	X		Diagnose & repair machinery	X
Type Testing	X		Oversee minor projects	X
Special Testing	O		Involved in difficult projects/ repairs	O
Test Reporting incl.Type/Special	O		Be involved in major projects	O
Other Activity elective	O		R&D Projects for production improvement	O
.....Level 1 = any X			.....Level 2 = any 2X	
.....Level 2 = any 2 of X			.....Level 3 = any 4 of X and O	
.....Level 3 = any 4 of X and O			.....Level 4 = 4 of X and any 2 of O	
.....Level 4 = 4 of X and 2 of O				
<b>Stores - Skill Matrix</b>				
Received Materials QC	X			
Goods Receiving	X			
Stock placement, rack & bulk	X			
Stock Take, cycle counts	X			
Syspro Data entry	X			
Bin card orders	O			
Duty of care, truck load /offload	O			
Dispatch and Courier	O			
Oil sampling and testing/ procedures	O			
.....Level 1 = any X				
.....Level 2 = any 2 of X and O				
.....Level 3 = any 4 of X and O				
.....Level 4 = 4 of X and 2 of O				

In functional areas that are staffed by a mix of Employees comprising persons with a trade certificate appropriate to the area and persons who do not hold a trade certificate appropriate to the area the combination of mandatory and optional skills required remain unchanged.

Persons who hold a trade certificate appropriate to the area are expected to utilise the skills attained in being awarded the trade certificate in performing their tasks and in doing so require minimal assistance in task set-up, preparation and completion.

## **Classification Level Competencies:**

<b>Level 1 –</b>	Competence in any one (1) mandatory task of an area and satisfies the Classification Principal Responsibilities and Accountabilities required as in table A2.
<b>Level 2 –</b>	Competence in a combination of mandatory and optional tasks of an area (as detailed in tables on pages 23 to 27) and satisfies the Classification Principal Responsibilities and Accountabilities required as in table A2.
<b>Level 3 –</b>	Competence in a combination of mandatory and optional task of an area (as detailed in tables on pages 23 to 27) and satisfies the Classification Principal Responsibilities and Accountabilities required as in table A2.
<b>Tradesperson Level 3</b>	Competence in a combination of mandatory and optional tasks of an area (as detailed in tables on pages 23 to 27) and satisfies the Classification Principal Responsibilities and Accountabilities required as in table A2 whilst holding and utilising a trade certificate appropriate to the Area.
<b>Level 4</b>	Competence in a combination of mandatory and optional task of an area (as detailed in tables on pages 23 to 27) and satisfies the Classification Principal Responsibilities and Accountabilities required as in table A2.
<b>Tradesperson Level 4</b>	Competence in a combination of mandatory and optional task of an area (as detailed in tables on pages 23 to 27) and satisfies the Classification Principal Responsibilities and Accountabilities required as in table A2 whilst holding and utilising a trade certificate appropriate to the area.
<b>Level 5</b>	Competence in the same mandatory and optional tasks as Level 4 and satisfies either the Classification Principal Responsibilities and Accountabilities required as in table A2 or demonstrates exceptional levels of skill and efficiency in the area.
<b>Tradesperson Level 5</b>	Competence in the same mandatory and optional tasks as Level 4 and satisfies either the Classification Principal Responsibilities and Accountabilities required as in table A2 or demonstrates exceptional levels of skill and efficiency in the area whilst holding and utilising a trade certificate appropriate to the area.
<b>Level 6</b>	<p>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.</p> <p><i>Or, in addition to Level 5 demonstrate and sustain outstanding levels of productivity (efficiency &amp; 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.</i></p>
<b>Tradesperson Level 6</b>	<p>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.</p> <p><i>Or, in addition to Level 5 demonstrate and sustain outstanding levels of productivity (efficiency &amp; 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.</i></p>
<b>Truck Driver –</b>	Competence satisfies the criteria for Level 5 (Stores) and holds the relevant heavy goods vehicle licence(s).

## Classification Principal Responsibilities and Accountabilities: (All Employees excluding Team Leaders)

Table A2	Level 1	Level 2	Level 3 (& 4)	Level 5 (& 6)
<u>Safety</u>				
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				√
Assists in the identification, investigation and resolution of hazards				√
<u>General Requirements</u>				
Performs work under routine supervision	√			
Can work individually or as part of a team with limited supervision		√		
Performs work predominantly without supervision			√	√
Effectively communicates (verbal & written) with people at all levels	√	√		
Excellent Verbal/written skills and can effectively communicate with people at all levels			√	√
Proven team player	√	√	√	√
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.)				√
Can perform all skills at satisfactory productivity without supervision		√	√	√
<u>Training</u>				
Actively participates in training and development sessions	√	√	√	√
Basic working knowledge of procedures & documentation	√			
Assists in the development and implementation of procedures and 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 area			√	√
Participates in personal training and development courses when required			√	√
<u>Quality</u>				
Responsible for the quality of their own work and can perform routine checks	√	√		
Ensures that materials and product is correctly identified and stored	√	√	√	√
Able to modify basic parameters to correct product compliance	√	√	√	√
Identify, report and control non-conforming product	√	√	√	√
Can explain and understand the quality systems relevance to achieving continuous improvement			√	√
Able to thoroughly complete and inspect all quality documentation associated with their area of expertise			√	√
Thoroughly investigate and implement solutions when issues occur with the consistency of product				

Table A2	Level 1	Level 2	Level 3 (& 4)	Level 5 (& 6)
<u>Production</u>				
Actively works with team to ensure targets are being met	√	√	√	√
Is able to work with team leader and support staff to ensure targets are 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		√		
High-level problem-solving ability			√	√
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		√	√	√
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			√	√
Proven to possess exceptional level of skill and efficiency in any two areas, or capable as performing as the Acting Team Leader				√
Play's an active role in promoting and implementing the company's long-term goals			√	√

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

## **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	
<u>Safety</u>	
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	√
Assists in the identification, investigation and resolution of hazards	√
<u>General Requirements</u>	
Performs work predominantly without supervision	√
Effectively communicates (verbal & written) with people at all levels	
Excellent Verbal/written skills and can effectively communicate with people at all levels	√
Proven team player	√
Proven computer and key board literacy (with spreadsheets etc.)	√
Can perform all skills from lower-level competencies	√
<u>Training</u>	
Actively participates in training and development sessions	√
Assists in the development and implementation of procedures and documentation	√
Effectively train new or inexperienced operators in all aspects of an area	√
Participates in personal training and development courses when required	√
Ensure that the skills and training of team members are adequate to ensure production and quality standards with in-built flexibilities	√
<u>Quality</u>	
Ensures that materials and product is correctly identified and stored	√
Able to modify basic parameters to correct product compliance	√
Identify, report and control non-conforming product	√
Can explain and understand the quality systems relevance to achieving continuous improvement	√
Develops and maintains operating procedures in area of responsibility	√
Able to thoroughly complete and inspect all quality documentation associated with their area of expertise	√
Thoroughly investigate and implement solutions when issues occur with the consistency of product	√

Table A3 (continued)

<u>Production</u>	
Actively works with team to ensure targets are being met	√
Proactively works with team to continually improve productivity & reduce waste	√
Proven communication skills and problem-solving ability involving others	√
High-Level problem-solving ability	√
Demonstrates broad knowledge of the entire product and operation	√
Can work with the team leader and management to ensure the coordination and motivation of the team is optimised	√
Play's an active role in promoting and implementing the company's long-term goals	√
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	√
Inform their immediate manager of any deviations from the above	√



## **APPENDIX B - FLEXTIME / RDOs**

During a standard working week, Employees will work 40 ordinary hours and be paid for 38 hours at the Employee's Ordinary Hourly Rate of Pay

Of the 40 hours worked, 2 hours will be accumulated by the Employer in order that an Employee may utilise the accrued flexitime at a later date. The result (taking into account paid time off taken as flexitime and RDOs) is that the employee works an average of 38 ordinary hours per week. 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 up to 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 30th September in the previous calendar year. This is to enable all Employees to ensure they have sufficient flexitime accumulated by 31st 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 Ordinary Hourly 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 an average of 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 15 e (Saturday) of the EA2021.

## Fixed RDO schedule EA2021

	2021	2022	2023	2024
<b>January</b>				
New Year's Day		Monday, 3 January	Monday, 2 January	Monday, 1 January
Australia Day			Thursday 26 January	Friday 26 January
RDO			Friday, 27 January	Monday, 29 January
<b>February</b>				
<b>March/April</b>				
Good Friday		Friday, 15 April	Friday, 7 April	Friday, 29 March
Easter Monday		Monday, 18 April	Monday, 10 April	Monday, 1 April
RDO		Friday, 26 April	Monday 24, April	Thursday, 25 April
Anzac Day		Monday, 25 April	Tuesday, 25 April	Friday, 26 April
<b>May</b>				
<b>June</b>				
RDO		Friday, 10 June	Friday, 9 June	Friday, 7 June
Queen's Birthday		Monday, 13 June	Monday, 12 June	Monday, 10 June
<b>July</b>				
<b>August</b>				
RDO	Friday, 6 August	Friday 5 August	Friday 4 August	
<b>September</b>				
<b>October</b>				
RDO	Friday, 1 October	Friday, 30 September	Friday, 29 September	
Labour Day	Monday, 4 October	Monday, 3 October	Monday, 2 October	
<b>November</b>				
<b>December</b>				
RDO	Friday, 24 December	Friday, 23 December	Friday, 22 December	
Christmas Day	Monday 27, December	Tuesday, 27 December	Monday, 25 December	
Boxing Day	Tuesday 28, December	Monday, 26 December	Tuesday, 26 December	
RDO	Wednesday, 29 December			