



# DECISION

*Fair Work Act 2009*

s.185 - Application for approval of a single-enterprise agreement

**Sun Pharmaceutical Industries (Australia) Pty Ltd T/A Sun Pharma**  
(AG2024/615)

## **SUN PHARMACEUTICAL INDUSTRIES (AUSTRALIA) PTY LTD PORT FAIRY MAINTENANCE ENTERPRISE AGREEMENT 2024**

Pharmaceutical industry

COMMISSIONER TRAN

MELBOURNE, 2 APRIL 2024

*Application for approval of the Sun Pharmaceutical Industries (Australia) Pty Ltd Port Fairy Maintenance Enterprise Agreement 2024*

[1] Sun Pharmaceutical Industries (Australia) Pty Ltd T/A Sun Pharma has applied for an enterprise agreement known as *Sun Pharmaceutical Industries (Australia) Pty Ltd Port Fairy Maintenance Enterprise Agreement 2024* (the Agreement) under s 185 of the *Fair Work Act 2009* (the Act).

[2] The Agreement is a single enterprise agreement.

[3] The Employer issued the Notice of Employee Representational Rights on 30 October 2023. The notification time for the Agreement was 13 October 2023. The Employer therefore did not comply with s 173(3) of the Act as they issued the Notice more than 14 days after the notification time.

[4] I consider this issue of the Notice 3 days after the last date that it was required to be issued under s 173(3) a minor technical error.

[5] I am satisfied with the Employer's and the Union's responses to my concerns regarding the use of the late issue of the Notice and I disregard the error in accordance with s 188(5) of the Act as I am also satisfied that employees were not disadvantaged by the error.

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

[7] The Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union" known as the Australian Manufacturing Workers' Union (188V) and the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (128V) were bargaining representatives for the Agreement. Both unions gave notice

under s183 of the Act that they want the Agreement to cover them. In accordance with s 201(2) I note that the Agreement covers the organisations.

[8] The Agreement is approved, and in accordance with s 54 of the Act, will operate from 9 April 2024.

[9] In accordance with clause 3.2 of the Agreement, the nominal expiry date of the Agreement is 31 March 2028.

### **Variation**

[10] In the process of applying for the approval of this Agreement, the Commission's Agreements Team identified that the definitions at clause 2.1.1 defined the Modern Award as the *Manufacturing and Associated Industries and Occupations Award 2010* rather than *2020*. This appeared to be an error.

[11] Section 218A of the Act allows the Commission to correct or amend obvious errors, defects or irregularities. It is a discretionary power, and the Commission first be satisfied that the identified errors or amendments sought are obvious errors, defects or irregularities.

[12] I determined to vary the Agreement on my own initiative, following enquiries with the Applicant. I am satisfied that the amendments should be made and that it is appropriate to do so in accordance with s 218A. The variation will operate from the date the Agreement commences.

[13] The Agreement attached to this Decision is the Agreement as varied and will operate from 9 April 2024.



COMMISSIONER

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# **Sun Pharmaceutical Industries (Australia) Pty Ltd**

## **Port Fairy Maintenance Enterprise Agreement 2024**

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## PART ONE - APPLICATION & OPERATION OF AGREEMENT

### 1. Title

This Agreement shall be known as the Sun Pharmaceutical Industries (Australia) Pty Ltd Port Fairy Maintenance Enterprise Agreement 2024

### 2. Definitions

#### 2.1.1 In this Agreement:

**“Act”** means the Fair Work Act 2009 (Cth) and the regulations as amended from time to time.

**“Sun Pharma”** or **“the Company”** means Sun Pharmaceutical Industries (Australia) Pty Ltd.

**“Commission”** means the “Fair Work Commission”.

**“Union”** means;

- the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, (AMWU); and
- the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia, (ETU).

**“Normal Pay”** means the amount received for working the relevant employee’s ordinary hours, including any allowances, loadings and penalties paid for all purposes of the Agreement, first aid allowance, shift loadings and any other wages payable under the employee’s contract of employment including any over Agreement payment. It does not include payments in respect of overtime, special rates or any other payment which might have been payable to the employee as a reimbursement for expenses incurred.

**“Base Rate of Pay”** means the hourly rate of pay received for working the relevant employee’s ordinary hours prior to any pre-tax deductions. It does not include any incentive based payments or bonuses, loadings, monetary allowances, overtime or penalty rates, and any other separately identifiable amounts.

**“NES”** means National Employment Standards.

**“Modern Award”** means the Manufacturing and Associated Industries and Occupations Award 2020 [MA000010] as amended from time to time.

**“Award”** or **“Awards”** means the Modern Award; Metal, Engineering and Associated Industries (Superannuation) Award 2000 as it stood on 1 March 2006, excluding clauses 3, 4, 5 and 12; Metal, Engineering and Associated Industries Award 1998 – Part IV – Long Service Leave as it stood on 1 March 2006, excluding clauses 3, 11, 12, 13, and 14; Metal, Engineering and Associated Industries (Accident Pay, Victoria) Award 1998 as it stood on 1 March 2006, excluding clauses 1.6, 1.7, 1.8, 1.9, & 3.1 (“the Metals AP Award”). It does not include any provisions that are not “permitted matters” or are “unlawful content” as prescribed by the Fair Work Act 2009 (Cth).

### **3. Commencement and Duration of Agreement**

- 3.1 This Agreement will commence 7 days from the date of approval by the Commission.
- 3.2 This Agreement will have a nominal expiry date of 31<sup>st</sup> March 2028. This Agreement will continue to apply until the Agreement is varied, replaced or terminated in accordance with the Act.
- 3.3 Re-negotiation of this Agreement will commence no later than three (3) months prior to the expiry of this Agreement.

### **4. Parties and Coverage of Agreement**

This Agreement covers, and when in operation applies, to:

- 4.1 The Unions (subject to each Union giving Fair Work Commission written notice under s 183 of the Fair Work Act 2009 that it wants to be covered by the Agreement);
- 4.2 The Company; and
- 4.3 Employees of the Company who are:
- Employed in classifications or occupations described by any Award (as defined) and are eligible for membership of the Union, whether members of the Union or not; and
  - Apprentices or trainees in the trades and occupations in the classification structure of any Award (as defined); and
  - Engaged at the Company's establishment at Princes Highway, Port Fairy 3284 and, if the Company moves its operations from this address or these addresses, the Agreement will continue to apply at the new address or addresses; and
  - Engaged away from the Company's establishment, carrying out on-site or distant work as required; but this Agreement does not apply to on-site construction work.

### **5. Relationship to Awards and National Employment Standards**

- 5.1 This Agreement shall incorporate, and be read and applied in conjunction with, the Awards, provided that where there is any inconsistency between this Agreement and the Awards, this Agreement will prevail to the extent of the inconsistency. Except where expressly varied or provided for by this Agreement, the terms and conditions provided in the Awards will apply for the life of the Agreement.
- 5.2 In the event that the Awards are varied following the approval of this Agreement, the parties agree that:
- Any increase or improvement in the existing entitlements or conditions of employment of employees that is not inconsistent with this Agreement, will also apply to this Agreement; and

- Any reduction or removal of entitlements or conditions of employment will not apply to employees to whom this Agreement applies.
- 5.3 To avoid doubt, no employees shall suffer any loss of wages, entitlements, employment conditions or other benefit as a result of amendments to the Awards that are made as a result of a law of the Commonwealth.
- 5.4 Upon incorporating Award terms into the Agreement the incorporated Award terms are to be read as altered with the appropriate changes to make them provisions of the Agreement rather than provisions of an Award. So for example, the loadings, penalties and allowances in the Award apply to the rate of pay due under this Agreement, including in respect of calculation of the rates of pay for Trainees and Apprentices.
- 5.5 This agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is inconsistent between this agreement and the NES and the provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

## **6. No Extra Claims**

The parties agree that this Agreement is in settlement of all enterprise bargaining claims for the life of the Agreement. The parties agree that neither party will make extra claims for changes in wages or conditions for the duration of this Agreement. This clause does not prevent either party exercising its right to manage its business or by making decisions, which are not inconsistent with this agreement.

## **PART TWO – DISPUTE RESOLUTION, CONSULTATION AND FLEXIBILITY**

### **7. Disputes Settlement Procedure**

The following procedure for the avoidance or resolution of disputes shall apply.

- 7.1 Matters arising from the application of this Agreement are all matters which pertain to this Agreement.
- 7.2 For avoidance of doubt, this includes but is not limited to the express terms of this agreement and any incorporated instrument and the National Employment Standards provided in the Act.
- 7.3 Where an individual employee, or group of employees, is in dispute with the employer, they have the right to consult with and be represented by their union delegate, shop steward or a union official, or such other representative as is requested by each employee, at any stage of a dispute under this procedure in this clause. For the purposes of this dispute settlement procedure, a union official can enter the workplace
- 7.4 As soon as it is apparent that a matter is in dispute the employer must advise the employee or employees affected of the right under this clause for representation etc. An employee may elect to take up that right at any time during this process.
- 7.5 In the event of a dispute between an individual employee, or group of employees, and the employer, in the first instance the parties will attempt to resolve the matter at the workplace by discussion between the employee or employees concerned and the relevant supervisor and, if such discussions do not resolve the dispute, by

discussions between the employee or employees concerned and more senior levels of management as appropriate.

- 7.6 If a dispute in relation to a matter arising is unable to be resolved at the workplace, and all agreed steps for resolving it have been taken, the dispute may be referred by either party to the Commission for resolution by mediation and/or conciliation and, where the matter in dispute remains unresolved, by arbitration. If arbitration is necessary the Commission may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions, which are necessary to make the arbitration effective. The parties reserve the right of appeal as provided by the Act.

It is a term of this Agreement that while the dispute resolution procedure is being conducted, the status quo that existed prior to the events that gave rise to the dispute arising shall remain. To avoid doubt this includes continuity of operation.

## **8. Consultation**

### **8.1 Introduction of Change – Company's Duty to Notify**

#### **8.1.1 Where Sun Pharma**

8.1.1.1 has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees; or

8.1.1.2 proposes to introduce a change to the regular roster or ordinary hours of work of employees

the Company shall notify the employees who may be effected by the proposed changes, the employee representatives, if any and parties bound by this Agreement.

- 8.2 "Significant effects" include termination of employment, major changes in the composition, operation or size of the company's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs. Provided that where the Agreement or Award makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

### **8.3 Company's Duty to Discuss Change**

8.3.1 The Company shall discuss with the employees effected and their representatives and parties bound by this Agreement, inter alia, the introduction of the changes referred to in clause 8.1 of the Agreement hereof, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees and/or their representatives (union) in relation to the changes.

8.3.2 The discussions with employees affected and their representatives shall commence as early as practicable after the activities referred to in clause 8.1 of the Agreement hereof.

8.3.3 For the purposes of such discussion, the company shall provide in writing to the employees concerned and their representatives, all relevant information about the changes including the nature of the changes proposed; expected effects of the changes on employees and any other



matters likely to effect employees provided that the company shall not be required to disclose confidential information the disclosure of which would be inimical to the company's interests.

- 8.3.4 In respect of changes of the nature mentioned in sub-clause 8.1.1.2, in addition to the other provisions of this clause 8 the Company shall invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 8.3.5 Sun Pharma shall provide information in languages other than English for employees of non-English speaking background.
- 8.3.6 The company shall take reasonable steps to mitigate the adverse effects of change upon its employees.
- 8.3.7 The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.

## **9. Workplace Flexibility**

- 9.1 The effect of the terms in clause 9.6 of the Agreement may be varied by an individual flexibility arrangement ("IFA").
- 9.2 The Employer will not make an IFA unless the following conditions are satisfied:
  - 9.2.1 The IFA must be about matters that would be permitted matters if the arrangement were an enterprise agreement;
  - 9.2.2 The IFA must not include a term that would be an unlawful term if the arrangement were an enterprise agreement;
  - 9.2.3 The IFA must be genuinely agreed to by the employer and the employee;
  - 9.2.4 The IFA must result in the employee being better off overall than the employee would have been if no individual flexibility arrangement were agreed to.
- 9.3 The IFA must be able to be terminated:
  - 9.3.1 By either the employee, or the employer, giving written notice of not more than 28 days; or
  - 9.3.2 In writing by the employee and the employer at any time if they agree, to the termination.
- 9.4 The IFA must be in writing and signed:
  - 9.4.1 In all cases – by the employee and the employer; and
  - 9.4.2 If the employee is under 18 – by a parent or guardian of the employee; and
  - 9.4.3 The IFA must be given to the employee within 14 days after it is agreed to.
- 9.5 It is a very serious breach of this Agreement if the Employer enters into an IFA and the above conditions are not satisfied.

9.6 The terms that may be subject to an IFA are:

9.6.1 Clause 22.6 Storing of RDO's

### **PART THREE - WAGES AND RELATED MATTERS**

#### **10. Wages**

- 10.1 Wages will be paid by electronic funds transfer into each employee's bank account fortnightly in arrears. The wage rates below shall, subject to this Agreement, apply for all purposes of this Agreement and the Awards. For the avoidance of doubt, any loading, penalty rate, allowance or other benefit which would otherwise be calculated on an Award rate of pay shall be deemed by the operation of this Agreement, to operate in respect to the rate of pay below.
- 10.2 Except as otherwise specifically provided in this Agreement, the wages set out below are inclusive and intended of all allowances, penalties or other special rates that may be applicable under an Award.
- 10.3 In the event that the UWU Agreement at the Port Fairy site provides for a wage increase of greater than 4% during the period of 01 April 2024 to 31 March 2025 or greater than 4% during the period of 01 April 2025 to 31 March 2026, or during the period of 01 April 2026 to 31 March 2027 or greater than 4% and during the period of 01 April 2027 to 31 March 2028 greater than 4% the difference shall be paid to employees covered by this Agreement.
- 10.4 The employees pay rates shown in this agreement are the weekly rates based on a 36 hour week.
- 10.5 The following wage increases shall apply to all employees covered by this agreement:
- 4% - effective from and on the first full pay period from 1st April, 2024
  - 4% - effective from and on the first full pay period from 1st April, 2025
  - 4% - effective from and on the first full pay period from 1st April, 2026
  - 4% - effective from and on the first full pay period from 1st April, 2027

| <b>CLASSIFICATION</b> | <b>JOB TITLE</b>                                                                          | <b>EFF<br/>01.04.2024</b> | <b>EFF<br/>01.04.2025</b> | <b>EFF<br/>01.04.2026</b> | <b>EFF<br/>01.04.2027</b> |
|-----------------------|-------------------------------------------------------------------------------------------|---------------------------|---------------------------|---------------------------|---------------------------|
| <b>TA1</b>            | <b>C11 Trades Assistant</b>                                                               | \$1,775.32                | \$1,846.33                | \$1,920.19                | \$1,996.99                |
| <b>FIA</b>            | <b>C10 Trades Person</b>                                                                  | \$1,912.24                | \$1,988.73                | \$2,068.28                | \$2,151.01                |
| <b>FLA</b>            | <b>C9 Trades Person</b>                                                                   | \$1,966.37                | \$2,045.02                | \$2,126.83                | \$2,211.90                |
| <b>FLB</b>            | <b>C8 Trades Person</b>                                                                   | \$2,008.07                | \$2,088.39                | \$2,171.93                | \$2,258.81                |
| <b>FLC</b>            | <b>C7 Trades Person</b>                                                                   | \$2,062.62                | \$2,145.12                | \$2,230.93                | \$2,320.16                |
| <b>EIT</b>            | <b>C6 Instrument &amp; Electronic,Fitter<br/>FabricatorTrades Person (Dual<br/>Trade)</b> | \$2,173.12                | \$2,260.05                | \$2,350.45                | \$2,444.47                |
| <b>ECO</b>            | <b>C7 Engineering Co-Ordinator</b>                                                        | \$2,195.98                | \$2,283.82                | \$2,375.17                | \$2,470.18                |
| <b>MSP</b>            | <b>C7 Maintenance Specialist</b>                                                          | \$2,195.98                | \$2,283.82                | \$2,375.17                | \$2,470.18                |
| <b>EIC</b>            | <b>C6 Instrument &amp; Electronic Co-<br/>Ordinator (Dual Trade)</b>                      | \$2,306.51                | \$2,398.77                | \$2,494.72                | \$2,594.51                |

If Sun Pharmaceutical Industries employs Trainees or Apprentices covered by the classifications outlined in clause 10.3 of the agreement and as such the percentages will be based on the Sun Pharmaceutical Industries (Australia) Pty Ltd Port Fairy Maintenance Enterprise Agreement 2024("the Agreement") pay rates and conditions.

For clarity, apprentices will be paid the following percentage of the C10 rate of pay as set out in this agreement.

| Year 1 | Year 2 | Year 3 | Year 4 |
|--------|--------|--------|--------|
| 50%    | 60%    | 75%    | 90%    |

## **11 Reclassification**

- 11.1 The parties agree that employees will have access to reclassification and career path progression consistent with the provisions of the Modern Award and any agreed classification.
- 11.2 The parties commit to a review of the trades classification during the life of the agreement in line with the National Metal and Engineering Industry Competency Standard and use an agreed provider to perform the review.

## **12. Allowances**

### **12.1 Dust, Tool and A Grade Electrical Allowance**

Dust allowance, tool allowance and A grade electrical allowance have been incorporated into the base rate of pay.

### **12.2 First Aid Allowance**

An employee who has been trained to render first aid and who is the current holder of appropriate first aid qualifications such as a certificate from the St John Ambulance or similar body will be paid a first aid allowance of \$16.22 per week, if appointed by the Company to perform first aid duty.

A 4% increase shall apply effective from the first full pay period after 01 April 2024 another 4% increase effective from the full pay period after 01 April 2025 another 4% increase effective from the full pay period after 01 April 2026 and another 4% increase effective from the full pay period after 01 April 2027.

### **12.3 Emergency Response Team Allowance**

An employee who is appropriately trained and appointed to the Emergency Response Team by Sun Pharma will be paid an emergency response team allowance of \$43.28 per week. This allowance will not be paid for Long Service Leave taken over and above 1 week.

A 4% increase shall apply effective from the first full pay period after 01 April 2024 and another 4% increase effective from the full pay period after 01 April 2025, another 4% increase effective from the full pay period after 01 April 2026 and another 4% increase effective from the full pay period after 01 April 2027.

**12.4 High Risk Licencing**

Where the Company requires the use of a high risk licence the Company will, in the pay period following the employee providing proof of payment, reimburse the individual the reasonable costs incurred in obtaining or maintaining the Licence.

**12.5 Superannuation**

Sun Pharma will contribute the percentage prescribed by the Superannuation Guarantee Levy based on ordinary time earnings to each employee.

**PART FOUR – EMPLOYMENT RELATIONSHIP, HOURS OF WORK & RELATED MATTERS**

**13. Employment Categories**

**13.1 Full-time employment**

Full-time employees are engaged for up to an average of 36 hours per week. Employees not specifically engaged as part-time or casual employees are full-time employees for the purposes of this Agreement.

**13.2 Casual employment**

Casual employees shall be paid at the appropriate rate as prescribed in this Agreement and classification structure. The Company and the Union confirm their commitment to maintaining a high level of full time employment and to limit wherever practicable engagement on a short term or casual basis. All casuals will be engaged on a weekly hire as a full time employee under the same terms and conditions as a full time employee.

13.2.1 The minimum period of engagement for a casual employee is one working day. On each occasion a casual employee is required to attend work the employee shall be entitled to payment for a minimum of one day's work.

13.2.2 Casual employees shall be paid a 25% casual loading on the wage rate of their classification set out in this Agreement.

Where the Company does engage a casual employee the Company will provide the employee with a proposed schedule of hours to be worked and likely period of engagement.

The casual employees covered by this agreement when working outside the spread of Hours will be paid the appropriate rates that in the agreement clause 15. Overtime entitlements outlined in Clause 16.

**13.3 Part-time employment**

The part-time employment provisions as outlined under Clause 13 of the Modern Award will apply.

## **15. Hours of Work**

- 15.1 Ordinary hours of work for full time employees is up to 36 hours per week, averaged over a period of 2 weeks.
- 15.2 The spread of hours during which ordinary hours can be worked can be amended by mutual agreement with individual employees, provided the amendment is within the scope of the Modern Award (excluding clause 8 'Facilitative Provisions'), and a valid majority of employees covered by the Agreement agree to such amendment.
- 15.3 To ensure the safety of employees and those around them. In normal work conditions, no employee shall work more than 14 consecutive hours in any one day. In extenuating circumstances there may be a requirement for this to be managed, at which time it must be by mutual consent of the employee and manager, with approval from the HSE Specialist.
- 15.4 At the commencement of this Agreement, the hours of work will be as follows:
- 15.4.1 for day shift  
*Monday to Friday*
- 7am to 3:30pm for an 8-hour shift
  - 7am to 4:30pm for a 9-hour shift.
- 15.4.2 for afternoon shift will:  
*Monday to Thursday*
- 3.00pm to 11.00pm for an 8-hour shift.
  - 2.00pm to 11.00pm for a 9-hour shift.
- Friday*
- 1.00pm to 9.00pm for an 8-hour shift.
  - 12.00pm to 9.00pm for a 9-hour shift.
- 15.5 Employees are expected to be changed, present in the workshop and ready for work at the shift start time.
- 15.6 Any changes to rosters and shift hours will be made by the Company subject to compliance with clauses 8 and 18.

## **16. Overtime**

- 16.1 All overtime hours will be paid at the rate of double time, excluding rostered days off, which will be paid at double time and a half.
- 16.2 The Company may require an employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirement. Family responsibilities shall be taken into account by the Company when requesting an employee to work overtime.
- 16.3 Where a employee is performing normal duties and has commenced a task which is not completed at the end of their normal working day, it is expected that such employee will complete the task or arrange a suitable replacement to complete the task, and the employee will receive payment for any overtime worked at overtime rates.

## **16 Breaks**

- 16.4 Two paid rest periods shall be allowed for all employees during an 8 or 9 hour shift, the first being in the working hours before the meal break for 20 minutes and other being in the working hours after the meal break for 10 minutes.
- 16.5 All workshop employees will take staggered lunch and tea breaks to ensure at least one person is available for work during these periods.

## **17. Shift Rosters & Flexible Work Arrangements**

- 17.1 An afternoon shift for Electrical and Fitter Maintenance employees from Monday to Friday has been established using one electrician and fitter per shift. To cover special circumstances (such as for labour intensive engineering work) support will be provided on shift using trades assistant labour. The roster is arranged with RDO's taken when on day shift. Annual leave may only be taken when rostered on day shift. Maintenance staff (including electricians and fitters) can flex between afternoon shift rostered employees. When rostered on afternoon shift a shift loading of 20% will apply for the rostered hours. This shift loading will be calculated on the applicable base wage rate. Where overtime occurs in excess of rostered hours, a pay rate of double time will apply to the base rate.
- 17.2 Where the plant is conducting weekend operation, and such coverage is required by the Company, one electrician and fitter will be rostered to work for a minimum four (4) hours on each day during the weekend operation.

## **18. Change of Roster**

In the event that business requirements warrant a change to the mix of available roster arrangements the company will inform the employees concerned and the shop steward four (4) weeks before the implementation of a change to the mix of rosters applying at any particular time.

## **19. Notice for Change of Shift**

Notice for change of shift is seven (7) days. Unless by mutual agreement, where notice for change of shift of less than seven (7) days is given, an allowance of time and half on the base rate of pay will be paid for each day worked until seven (7) days have elapsed from the notification date.

## **20. 'Call Out' Roster System**

The following call out roster system shall apply to all tradespeople:

- 20.1 For the purpose of managing 'call outs' and associated 'paid rest time' the day shift start time is 7am and the time of the callout is the time in which the shift manager made the phone call.
- 20.2 A weekly roster will be drawn up for each maintenance department, on a six (6) monthly basis, to include all tradespeople.

- 20.3 Change over days will be Tuesdays at commencement of day shift unless otherwise mutually agreed by the team impacted and management.
- 20.4 On this day, the mechanical callout board and the electrical callout board is to be changed to the individual rostered on for that week.
- 20.5 An allowance shall be paid to the individual for they are rostered 'on call'. This will be paid in the normal pay system. This amount shall be indexed in line with salary increases so will increase to \$342.82, effective on the first pay period after 1<sup>st</sup> April 2024, \$356.53 on the first pay period after 1<sup>st</sup> April 2025, \$370.79 on the first pay period after 1<sup>st</sup> April 2026 and \$385.22 on the first pay period after 1<sup>st</sup> April 2027. If during the week the company requires a 'call out' due to a plant problem, it is expected that the individual should be contactable via the mobile phone or home telephone.
- 20.6 The mobile phone will have a message facility.
- 20.7 The 'call out' will be paid four (4) hours minimum with no additional penalties.
- 20.8 If the job is not time critical, the caller will try the mobile and home phone numbers twice over 5 – 10 minutes leaving a message on each occasion on the mobile phone. After 25 minutes in total the caller may try an alternative phone number.
- 20.9 If the individual rostered on call cannot be contacted for whatever reason, the company will first call on the other tradespeople for assistance, failing this the company will then call in contractors the tradesperson will not be paid the allowance if another person is called in, except taking into account clause 20.11
- 20.10 Should another tradesperson be called in and they will be paid the daily rate
- 20.11 If the individual 'on call' is unable to be called in to work due to sickness, family sickness or unforeseen personal circumstances, they are required to organise a substitute tradesperson to work. The individual 'on call' will continue to receive the 'on call' allowance on the basis that the substitute tradesperson attends the call out.
- 20.12 The individual 'on call' who has failed to come in will not receive the 'on call' allowance for the total week. Extenuating circumstances will be managed on a case by case basis.
- 20.13 If an individual rostered to work day shift is called out prior to 5am, they will be entitled to receive a rest break of 10 hours from the time the call out was completed. The rest break will be paid for those hours rostered to work.
- If the individual rostered to work day shift is called out after 5am, the individual will continue to work, completing their day shift to a maximum of twelve (12) hours.
- 20.14 Individuals rostered to work afternoon shift will not be expected to be 'on call'.
- 20.15 The company may stop the call out roster if the business need arises, for example crop failure. In these circumstances the company will give 'On Call' stop and restart per Change of Roster period in clause 19.
- 20.16 In regards to multiple jobs on a call-out, Mutual agreement will be reached between individual member and Department Manager which is then ratified by Head of Engineering to ensure consistency between trades.



## **22. Rostered Days Off**

- 22.1 RDO rosters will be prepared every three (3) months in line with production requirements for the calendar year.
- 22.2 Annual RDO rosters will allow for even distribution of days for each maintenance employee Monday through Friday, recognising wherever possible the preference for Mondays or Fridays to be RDO's.
- 22.3 Where rosters require change through absence related to sickness, accident, leave etc., by mutual agreement the shop will reschedule RDO's to provide appropriate cover.
- 22.4 By mutual agreement maintenance employees may swap their scheduled RDO, providing their Department Manager is advised.
- 22.5 With approval from the department manager, a maintenance employee may change their scheduled RDO.
- 22.6 Where two (2) RDO's occur in any one pay period no penalty shall apply.
- 22.7 RDO's may not be 'stored'. Any scheduled RDO must be taken within two (2) weeks from the date of the scheduled RDO which was worked on a day agreed between the employee and the Company  
  
During plant shutdowns, two (2) scheduled RDO's can be changed to another day or stored (both in and out of a normal pay period) to meet business requirements without penalty. More than (2) scheduled RDO's can be changed by mutual agreement.
- 22.8 RDO's cannot be assigned to a mandatory attendance Safety work day.
- 22.9 Notification of changes to specific RDO dates will be in accordance with Clause 19 – Change of Roster.
- 22.10 Whether work is required to be performed on RDO's will be determined on a Business needs basis, provided that there is agreement between the individual member and Department Manager which is ratified by the Head of Engineering.

## **PART FIVE- LEAVE & PUBLIC HOLIDAYS**

### **23. Personal/Carer's Leave**

23.1 For the purpose of this clause, 'immediate family' means:

- a. a spouse or former spouse, de facto partner or former de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
- b. a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner (or former spouse or former de facto partner) of the employee.

23.2 Personal/Carer's leave entitlement

- a. All employees, except for casual employees, are entitled to 80 hours of paid personal/carer's leave for each year of service, provided that if any greater entitlement is provided for by the NES, employees will receive such greater entitlement..
- b. Payment for personal/carer's leave shall be calculated at the employee's base pay for ordinary hours of work in the period.
- c. An employee may take personal/carer's leave if:
  - i) the employee is not fit for work because of a personal illness, or personal injury, affecting the employee; or
  - ii) to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:
    - 1) a personal illness, or personal injury, affecting the member; or
    - 2) an unexpected emergency affecting the member.

23.3 Personal/Carer's leave to accumulate

An employee's entitlement to paid personal/carer's leave accrues progressively during the first year of service

- a. and in subsequent years of service the employees entitlement to paid personal/carers leave is credited in advance on the anniversary date of their commencement.
- a. If the full period of personal/carer's leave as prescribed above is not taken in any year such portion as is not taken shall, provided an employee remains in the service of the Company, or any successor of such Company, be cumulative from year to year.

23.4 Notification and proof

- a. An employee must provide Sun Pharma with notice of the taking of leave as soon as practicable (which may be at a time after the leave has started) and must advise the Company of the period, or expected period of the leave.

- b. An employee shall produce or forward within 48 hours of the commencement of such absence, a medical certificate stating that his/her non-attendance was due to a reason set out in clause 23.2.
- c. Sun Pharma may agree to accept from the employee a statutory declaration as being satisfactory evidence of ill health or accident.
- d. Notwithstanding the proviso in subclause 23.4(b) requiring employees to produce satisfactory evidence of ill health or accident, employees shall be allowed a maximum of sixteen (16) hours separate personal/carer's leave, without production of evidence, which shall not be consecutive ordinary working days, in the first year of service and a maximum of twenty-four (24) hours in the second and subsequent years of service.

#### 23.5 Personal/Carer's Leave Payment

Sun Pharma will provide a Personal/Carer's Leave payment for eligible employees who upon retirement or death from Sun Pharma have accrued available personal/carer's leave. When any of the above occurs or where an employee resigns and has in excess of ten (10) years continuous employment with Sun Pharma, Sun Pharma will pay the employee all accrued but untaken accrued sick leave.

#### 23.6 Unpaid Carer's Leave

- a. An employee is entitled to 2 days (as a single continuous period or any separate periods as agreed) of unpaid carer's leave for each occasion when a member of the employee's immediate family or household requires care or support because of:
  - i) a personal illness, or personal injury, affecting the member; or
  - ii) an unexpected emergency affecting the member.
- b. Unpaid carer's leave may only be taken where the employee has exhausted their paid personal/carer's leave entitlement.

#### 23.7 Make-up time

- a. An employee may elect, with the consent of Sun Pharma, to work make-up time, under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in this Agreement at the ordinary rate of pay.
- b. An employee on shift work may elect, with the consent of Sun Pharma, to work make-up time under which the employee takes time off ordinary hours and works those hours at a later time, at the shift work rate which would have been applicable to the hours taken off.
- c. On each occasion that the employee elects to use this provision the resulting agreement shall be recorded in the time and wages records or personnel file or forms appropriate to the enterprise at the time when the agreement is made.

## **24. Compassionate Leave**

- Up to three (3) days paid compassionate leave will be granted on the death of a spouse or former spouse, de facto spouse or former de facto spouse, parent, sister, brother, child, step-child, parent-in-law or grandparent to attend the funeral and related responsibilities.
- Immediate family also includes: the immediate family of the employee's spouse or de facto partner (or former spouse or de facto partner)
- step-relations (for example, step-parent and step-child)
- adoptive relations.
- Employees can take compassionate leave for other relatives (for example, cousins, aunts and uncles) if they are a member of the employee's household or if their employer agrees.

Employees can take compassionate leave if:

- a member of their immediate family or household dies, or contracts or develops a life-threatening illness or injury
- a baby in their immediate family or household is stillborn
- they have a miscarriage, or
- their current spouse or de facto partner has a miscarriage.

- 24.1 In the event of a personal injury or illness that poses a serious threat to the life of a member of the employee's immediate family (as defined above), an employee shall be granted up to two (2) days leave at ordinary pay.
- 24.2 Proof of illness, injury or death shall be provided by the employee to Sun Pharma that would satisfy a reasonable person.
- 24.3 This clause shall not operate when the period of entitlement to leave coincides with any other period of entitlement to leave.

## **25. Long Service Leave entitlement (The Long Service Leave Act 2018 (Vic))**

- 25.1 Eligibility for Long Service Leave – All permanent employees are eligible for long service leave subject to the accruals as detailed in clause 25.2.
- 25.2 Full-time Permanent Employees – Long Service Leave entitlements and accruals prior to the first full pay period on or after 1 June 2003 are calculated based on the rate of 0.866 weeks per completed year of service. Long service leave entitlements and accruals from the first pay period on or after 1 June 2003 are calculated on the rate of 1.3 weeks per completed year of service.
- 25.3 Accruals: Part-time, Permanent Employees – Based on accruals in clause 25.2, long service leave accrues in weeks and is paid at the current number of hours worked when taken by the part time permanent employee.

25.4 Continuous Service. For the purposes of this Agreement, in calculating continuous service, employment is deemed to be unbroken notwithstanding:

- a. Any annual leave or long service leave taken therein;
- b. Any interruption or ending of the employment by the Company if such interruption or ending is made with the intention of avoiding obligations in respect of annual leave or long service leave;
- c. Any absence from work of not more than fourteen (14) days in the year of employment on account of sickness or accident;
- d. Any absence on account of leave (other than annual leave or long service leave) granted, imposed or agreed to by the Company;
- e. Any absence on any other account, including unpaid leave, not involving termination of employment;
- f. In calculating a year of employment, any absence of the kind mentioned in (a), (b), or (c) shall be counted as part of the year of employment. In respect of the absences of a kind mentioned in paragraphs (d) and (e) of this section it will be necessary for the employee as part of the qualification for continuous service to serve such additional period as equals the period of such absences.

25.5 Taking of long service leave.

- a. Employees will be entitled to take long service leave, subject to the other provisions of this Agreement, when their entitlement to long service leave is greater than or equal to 13 weeks, unless otherwise agreed between the parties.
- b. All previous calendar year annual leave entitlements are to be used prior to availing of long service leave.
- c. An employee may take pro-rata long service leave after (5) years continuous service, subject to approval, and not before their annual leave entitlement is used.
- d. This leave can be taken in multiples of one (1) day.
- e. Employees are required to apply for approval for taking long service leave entitlements following the usual site leave application procedures.
- f. In the case of resignation or termination of the employee (for any cause other than serious and wilful misconduct), the employee will be paid any accrued long service leave entitlements where the employment period is at least five (5) continuous years or the accrued balance is equal to or greater than 6.5 weeks, subject to the accruals as detailed in clause 25.2.

## **26. Unpaid Leave**

26.1 All permanent employees covered by this Agreement may take up to four (4) weeks unpaid annual leave within the calendar year, given the following:

- a. Must be agreed by employee and manager, with approval of Human Resource Manager .

- b. This must be agreed to and documented prior to the 28<sup>th</sup> of February each calendar year, or by agreement with manager.
- c. Employees are required to apply for approval for taking unpaid leave entitlements following the usual site leave application procedures.

## **27. Public Holidays**

- 27.1 There shall be an overall entitlement to public holidays each calendar year as stated in clauses 27.2 & 27.3.
- 27.2 The following 13 public holidays shall exist for the life of this agreement to facilitate clause 27.1:

|     |                                      |
|-----|--------------------------------------|
| 1.  | New Years Day                        |
| 2.  | Australia Day                        |
| 3.  | Labour Day                           |
| 4.  | Good Friday                          |
| 5.  | Easter Saturday (*)                  |
| 6.  | Easter Sunday (*)                    |
| 7.  | Easter Monday                        |
| 8.  | Anzac Day                            |
| 9.  | Kings Birthday                       |
| 10. | AFL Grand Final Eve                  |
| 11. | Melbourne Cup / Warrnambool Cup (**) |
| 12. | Christmas Day                        |
| 13. | Boxing Day                           |

\*Refer to Clause 27.3

\*\* Refer to Clause 27.8

Easter Saturday and Easter Sunday public holidays are considered overtime work days by request only. Any individual working on these days will be entitled to overtime rates per clause 28 in addition to single rate for the time worked. Any individual not working these days will not receive payment.

- 27.3 Where public holidays are declared or prescribed for Victoria and/or locally that equate to more than 13 public holidays as outlined in clause 27.1, any additional days shall constitute as public holidays for the purpose of this Agreement.
- 27.4 Employees, other than casual employees, are entitled to be absent from employment on a public holiday without loss of pay.
- 27.5 Where Christmas Day falls on a Saturday or a Sunday, 27 December shall be observed as the public holiday in lieu of the prescribed day.
- 27.6 Where Boxing Day falls on a Saturday or a Sunday, 28 December shall be observed as the public holiday in lieu of the prescribed day.

- 27.7 Where New Years Day, Australia Day or Anzac Day falls on a Saturday or a Sunday, the following Monday shall be observed as the public holiday in lieu on the prescribed day.
- 27.8 With mutual agreement between Sun Pharma and the effected employees, it may be determined that a certain number of the maintenance team take Melbourne Cup day as their designated public holiday in lieu of Warrnambool Cup day. Should there be any disagreement between those parties affected; the gazetted public holiday will be the default. This shall be organised by the maintenance team and presented to Sun Pharma prior to the 28<sup>th</sup> of February each year.

## **28. Public Holidays & Call Outs**

Call-outs and overtime performed on public holidays will be paid at double time for four (4) hours minimum, in addition to payment for the public holiday payment at the rate prescribed in Clause 16.1.

## **PART SIX – TERMINATION AND REDUNDANCY**

### **29. Termination of employment**

- 29.1 The Company or the Employee may terminate the Employee's employment by giving notice in writing of the day of termination. The time between giving the notice and the day of termination must be:

| <b>Period of continuous service</b>         | <b>Notice period</b> |
|---------------------------------------------|----------------------|
| Not more than 1 year                        | 1 week               |
| More than 1 year but not more than 3 years  | 2 weeks              |
| More than 3 years but not more than 5 years | 3 weeks              |
| More than 5 years                           | 4 weeks              |

- 29.2 If the Company terminates the Employee's employment and the Employee is over the age of 45 years of age at the time of the giving of notice and has been employed with the Company for at least two (2) years continuous service, the Company will provide the Employee with an additional weeks' notice.
- 29.3 The notice of termination required to be given by an employee shall be the same as that required of the Company, except that there shall be no additional notice based on the age of the employee concerned.
- 29.4 Payment in lieu of notice may be made. Employment may also be terminated by part of the period of notice specified and part payment in lieu thereof.
- 29.5 In calculating any payment in lieu of notice, the amount an employee would have received in respect of the hours the employee would have worked if the employment continued until the end of the notice period will be payable by the Company at the full rate of pay.
- 29.6 Where the Company has given notice of termination to an employee, the employee will be allowed up to one (1) days' time off without loss of pay for the purpose of seeking other employment. The time off must be taken at a time that is convenient to the employee after consultation with the Company.

- 29.7 Nothing in this clause affects the Company's right to dismiss an employee without notice for conduct that justifies summary dismissal, including serious misconduct, and in such cases wages will be paid up to the time of dismissal only.

### 30. Redundancy Provisions

Redundancy will only occur when all reasonable redeployment options have been exhausted. These provisions apply to all circumstances where an employee is to be made redundant, irrespective of the cause.

**Base Pay Definition:** Base pay for the purposes of redundancy pay will be the base rate prior to any pre-tax deductions, excluding shift loading.

#### 30.1 Notice Period:

Formal contractual notice period of four (4) weeks will be paid in lieu of notice. An additional week will be paid in lieu of notice to employees over the age of 45 years. This will be paid on base pay plus shift loading (if applicable) only. The notice period amount will be paid irrespective of when advice of redundancy is given.

#### 30.2 Redundancy Payment Terms:

Four (4) weeks base pay for each full year of service, and pro-rata on completed months for part of a year. An additional four (4) week pay, in total, shall be paid to employees over the age of 45 years.

- 30.3 Long Service Leave will be paid out on base pay from date of commencement to the end of the formal notice period on a pro-rata basis.

- 30.4 All accrued and pro-rata annual leave balances and pro-rata leave loading will be paid out at the end of the notice period.

- 30.5 100% of sick leave balance to the end of the notice period will be paid out on base pay.

- 30.6 For superannuation, company contributions will be paid to the last day of the notice period and employee contributions will be deducted to the last day of the notice period.

- 30.7 If there is a current company performance scheme in operation there will be no payment made of this scheme until the end of the scheme year and the final results of the scheme will be posted. At that time, any applicable payment will be made to the redundant employee on a pro-rata basis to their last day of work, and forwarded to their last known address.

- 30.8 A statement outlining the amount payable on redundancy will be provided no later than one week before the last day of work.

- 30.9 A certificate of service will be provided on request no later than the last day of work.

- 30.10 If a person within four (4) weeks of the agreed last day of work obtains alternative external employment requiring them to leave within this period, the Company will



pay the redundancy payment up to the date of their last day of work. However, the Company will not pay the notice period under these circumstances.

- 30.11 If the death of an employee being retrenched occurs within three months prior to their last day of work, payment of all redundancy provisions would be made to his or her estate. This would only apply where the date of the last day of work for the purposes of redundancy has been decided and communicated to that employee.
- 30.12 The Company is willing, if requested, to arrange a site visit by Centrelink to assist employees with future employment placement.
- 30.13 Paid time off will be allowed, to a maximum of one (1) day per week, for the four (4) weeks immediately prior to the last day of work, for the purposes of seeking other employment. Twenty four (24) hours' notice of such absence would be required. Details of interviews and meetings attended would need to be supplied on request.
- 30.14 The selection process used will depend on the business circumstances. Decisions will be made through a formal interview process based on merit. Voluntary redundancy will be considered, but only where there is no likely disadvantage to the company. Where there are any problems arising from the selection process, the parties agree to meet to discuss an individual's concerns.
- 30.15 Outplacement:

Outplacement services of one full day group session will be provided to all redundant employees through a reputable outplacement organisation as nominated by the company.

## **PART SEVEN - OCCUPATIONAL HEALTH & SAFETY & RELATED MATTERS**

### **31. Occupational Health and Safety**

- 31.1 The parties to this Agreement abhor the loss of life, sickness and disability caused at work. The parties agree to the establishment of health and safety committees in each workplace and the recognition of rights and training for health and safety representatives.
- 31.2 The parties are committed to pursuing the best means of safeguarding and improving the working life and health of employees. This includes using all appropriate protective clothing and equipment provided by the employer for specific circumstances and adhering to the prescribed occupational health and safety provisions.
- 31.3 The parties are committed to early and effective rehabilitation of employees who are unfortunate enough to suffer any work related incapacitating injury or illness in accordance with the formal rehabilitation policy, which has been developed pursuant to relevant legislation. This policy is reviewed in consultation with the site OHS Committee.

### **31.4 Representation**

- 31.4.1 The parties agree that the Maintenance DWG is entitled to elect at least one HSR as a minimum. The election of more than one HSR per group and a deputy shall be subject to the agreement of the DWG and the parties. Elected HSRs and deputies may also be union delegates.

- 31.4.2 The members of the DWG shall determine how the election is to be conducted and may seek the assistance of the union at any time in making this determination and in the conduct of the election.
- 31.4.3 HSRs and deputies shall be elected by and from their DWG to hold office for a maximum of 3 years, subject to the wishes of the members of their work group.
- 31.5 The Company is to permit the Occupational Health and Safety Representative's (HSR's) to call meetings, during working hours without loss of pay, of and with employee(s) to consult them on health, safety and rehabilitation matters. At such meetings the OHSR's may consult with appropriately qualified persons to assist with the issues to be discussed, provided that reasonable notice is given and attempts made to minimise disruption to work.
- 31.6 An accredited HSR will be provided with access to OHS training of their choice, without loss of pay, provided that the course is recognised and approved by WorkSafe and mutually agreed with the employee's manager. Approval will not be unreasonably withheld.
- 31.7 Rights and Powers**
- 31.7.1 All rights, powers and entitlements of a HSR commence at the point of election.
- 31.7.2 The Company will continue to provide HSR's the following courses of their choice, provided that the HSR gives 14 days prior notice to the commencement of their course(s):
- An approved introductory HSR course of at least 5 days duration;
  - Approved refresher courses on an annual basis.
- 31.7.3 The Company will permit HSR's or deputies to take such time off work as is necessary to attend any of the courses or sessions outlined in clause 31.6.2 of this agreement, with such pay as they would otherwise have been entitled to receive if they were at work.
- 31.7.4 The Company shall pay the cost of the accredited course in accordance with the Occupational Health and Safety Act 2004 and other costs associated with the HSR's or deputies attendance for courses outlined in clause 31.6.2 of this Agreement
- 31.7.5 The Company is to permit HSR's to consult with and communicate with and seek the assistance of anyone they deem necessary to assist them in representing employees. If required by the HSR, such consultation will take place on the premises at which work is being carried on under this agreement.
- 31.7.6 The Company is to permit the HSR's to call meetings, during working hours of and with employee(s) to consult them on health, safety and rehabilitation matters. No employee shall lose pay during such meetings. HSR's may invite and have present anyone they deem may assist with the issues to be discussed, provided that reasonable notice is given and attempts made to minimise disruption to work.

31.7.7 HSR's shall be provided access as needed, to appropriate facilities including but not limited to noticeboards, a telephone, a computer with email and internet access, a private room, a photocopier, a camera etc

31.7.8 HSR's shall not suffer any loss of wages or remuneration for carrying out their role as HSR's.

### **31.8 Consultation and Issue Resolution**

31.8.1 The parties agree that Health and Safety Committee(s) shall be set up.

31.8.2 The parties agree that the provisions of Sections 35 – Duty to consult and 36 – How employees are to be consulted of the Victorian Occupational Health and Safety Act 2004, as that Act stood on 30 June 2009, shall continue to apply to consultation on all OHS matters.

31.8.3 The parties agree that the provisions of Section 73 – Resolution of health and safety issues of the Occupational Health and Safety Act 2004, and Part 2.2 of the Occupational Health and Safety Regulations 2007, as they stood at 30 June 2009, shall continue to apply to the resolution of all OHS issues.

31.8.4 The Company and employees shall continue to comply with its obligations under State and Federal occupational health and safety legislation, regulations and compliance codes.

31.8.5 The Occupational Health and Safety Act 2004 is incorporated into this Agreement as the Act stood on 30 June 2009. Anything more beneficial arising out of State and Federal occupational health and safety legislation, regulations and compliance codes shall be incorporated into this Agreement.

### **32. WorkCover, Journey Make-up Insurance**

WorkCover Insurance make-up pay to base rate of pre-injury earnings will be provided by the Company for up to 52 weeks.

### **33. Facilities**

33.1 The company shall continue to provide facilities necessary to ensure adequate occupational health, safety and welfare of its employees including the provision of lockers, drinking and boiling water, appropriate protective clothing, heating, cooling and ventilation and rest room facilities. Any disagreements about the adequacy of facilities shall be dealt with through the consultative process of this agreement and/or the dispute settlement procedure.

33.2 The company shall make adequate provisions for nominated qualified persons to be available to render first aid.

### **34. Income Protection Insurance**

34.1 The Company shall offer the facility to employees to have Income Protection Insurance contributions deducted via payroll deduction from gross wages on a fortnightly basis. Contributions shall be forwarded monthly to the insurer.

Employees shall be able to select their insurer of choice. Participating employees shall provide a written authority prior to commencement of the scheme permitting the payroll deduction.

- 34.2 Individual employees are responsible for ensuring the premium payments are met. Should premiums change over the course of time it is the responsibility of the participating employees to cover any premium adjustments.
- 34.3 Should an employee at any time wish to cease participation in this arrangement, written authority must be provided to the Company authorising the cessation of payroll contributions. The Company shall forward such notification to the insurer.
- 34.4 This facility is being set up with the understanding that the Company will not be liable for meeting any costs or premium payments associated with this insurance.
- 34.5 The parties agree that the insurer will forward payments directly to employees. The Company will not be responsible for forwarding insurance payments to employees on behalf of the insurer. If the insurer cannot continue to forward payment directly to employees the Company agrees to facilitate the payment between the insurer and the employees.
- 34.6 The Company agrees to cooperate and assist with any request for information from the insurer in a timely manner so long as the request for information has been approved by the employee concerned and that it complies with any other relevant legislation.
- 34.7 On notification by the insurer of an accepted claim the company agree to allow the employee to elect to take leave without pay.

## **PART EIGHT - MISCELLANEOUS MATTERS**

### **35. Operator Training – Minor Maintenance List**

- 35.1 It is agreed that fitter maintenance staff will undertake to provide appropriate training to production operators to expand and enhance their skills in limited mechanical aspects of their duties.
- 35.2 A list of tasks or inspections will be developed between the company and the maintenance crews which will allow Production personnel the ability to perform these tasks.

These tasks will not be either Quality or EHS critical as defined in the Preventative Maintenance System to ensure that critical inspections are still performed to the best standard possible.

These tasks will not be to the detriment of the skilled work performed by maintenance staff.

Agreement on the list of tasks will be by mutual agreement and involve a review of existing preventative maintenance tasks.

Typical tasks would include:

- Plant blockages - where required fitters will undo including pipework/equipment for cleaning by Operations by mutual agreement.

- Plant interlock testing - check operation of software interlocks as per site interlock list (not physical instrument checks)
- Site lighting checks at night to specific lighting level dependent on work area.
- Cleaning (including low pressure hydroblasting) of process areas
- Visual checks of plant control room PCs and portable electrical equipment
- Active participation with changing of drum filter cloths (WE & TH1)
- Active participation with WE belt filter cloth changes
- Risk Based Inspections - include vessels via visual standard and proformas
- Removing and/or replacing manhole covers on vacuum receivers;
- Removing and/or replacing sight glasses or vacuum receivers when the sight glasses require cleaning;
- Repair by sewing of the belt filter cloth;
- Removing and/or replacing belt filter spray bars when the spray bars require cleaning;
- Removing and/or replacing pipe work which requires cleaning where BSM fittings (not flanges) are involved;
- Dismantle and clean the Fitz mill (CPO clean room). Fitter to reassemble with assistance from operator.
- Operators to visually inspect fan cowling defects and report via Mex system
- All in line strainers and basket strainers that don't require hand tools can be cleaned/unblocked by operators.
- Cleaning of the Tank Farm detectors of cobwebs and reporting any issues.
- Operators to change Fitz mill screen.

Closure of any PM routines in the system will be performed by Engineering

### **36. Contractors**

Where the Company uses contractors and labour hire company employees who are engaged to do core, regular maintenance work alongside employees covered by this Agreement, and the Union has concerns regarding the wages and conditions provided to these contractors and labour hire company employees, the Company agrees to discuss those issues with the employees and/or Union. Notwithstanding this, the parties recognise that this may not be appropriate in all situations due to the specialised nature of work.

### **37. Employee Representatives**

- 37.1 The Company shall recognise two (2) duly elected employee representatives/shop stewards, one ETU representative and one AMWU representative. Subject to approval from the department manager, the employee representatives shall be allowed reasonable access and opportunity during working hours to meet the employees they represent in order to attend legitimate matters pertaining to the employment of the employees whom they represent. The parties recognise the appropriateness of meal breaks to conduct such business.
- 37.2 Employee representatives shall be provided access when needed to facilities such as a telephone, photocopier and a private place to interview employees. Access to information which is not confidential or sensitive and relates directly to the matter at issue will not be unreasonable withheld. Access to meeting rooms will be managed through the site based online booking system.

37.2.1 Shop steward's duties are:

- a. Representing the Union and its members in workplace relations matters at work;
- b. Giving the Union's representatives instructions and information during a dispute, including during preparations and attendances in tribunals and courts;
- c. Keeping Union members informed of workplace relations matters and providing advice;
- d. Talking to new employees about workplace relations matters.

37.2.2 In each work area the employer will ensure that shop stewards will have a prominent notice board for the posting of Union approved notices.

### **38. Employee Representatives Training Leave Allowance**

- 38.1 The Employee Representatives shall be allowed up to a combined ten (10) working days normal paid training leave allowance per annum to attend training course(s) and the training provider of their choice. The employees shall receive their normal pay during such leave.
- 38.2 The training course must be relevant to the role of employee representative.
- 38.3 Training taken outside this allowance shall be unpaid unless the Company grants payment of an additional allowance where additional training is regarded as beneficial to the enterprise. Such leave shall not be cumulative.
- 38.4 The granting of leave will be subject to:
  - a. The employee representative(s) giving not less than ten (10) working days notice in writing of intention to attend a course or courses.
  - b. A lesser period of time required in clause 39.4 (a) may be accepted providing the Company agrees and subject to the Company being able to make adequate staffing arrangements (if required) during such period of leave.
  - c. The Company agrees not to unreasonably withhold access to additional training leave allowance when requested.
  - d. All training and travelling expenses will be the responsibility of the employee Representative.
  - e. No alternative days off will be substituted for RDO's that fall during the period of leave

### **39. Meetings**

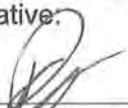
- 39.1 Employee representatives shall be allowed reasonable access and opportunity to meet employees subject to this agreement in order to attend matters pertaining to the employment of the employees whom they represent.
- 39.2 Employee representatives may use meal breaks to conduct such meetings. Meeting duration extending outside of meal breaks will be unpaid except where the

communication meetings are sponsored by the employer to enable communication on matters of mutual interest.

- 39.3 Authorised Employee representative meetings shall comply with the following conditions:
- 39.4 At least three (3) working days' notice is provided to the Sun Pharma Human Resources Manager or as agreed;
- 39.5 Subject matters, names and positions of presenters must be provided to management and applicable security procedures applied to any persons entering site;
- 39.6 The meetings will coincide with a meal break and the employees will include the break in meeting time;
- 39.7 Time in excess of the authorised period of time shall be unpaid unless an authorised extension is granted;
- 39.8 One fitter and one electrician will respond to calls for the full duration of the meeting and act accordingly.
- 39.9 Requests for access to meeting rooms will be managed through the site based online booking process.

#### 40. Signatures

Signed for and on behalf of **Sun Pharmaceutical Industries (Australia) Pty Ltd** by its authorised representative.

  
\_\_\_\_\_  
Signature of witness

DANIEL GARDINER  
\_\_\_\_\_  
Name of witness  
(BLOCK LETTERS)

10 Dalrymple Drive Wurmambul  
\_\_\_\_\_  
Address of witness

  
\_\_\_\_\_  
Signature of authorised representative

MICHAEL JOHN EAGLES.  
\_\_\_\_\_  
Full name of authorised representative  
and position  
(BLOCK LETTERS)

26 B FIFTH STREET PARK OAK  
\_\_\_\_\_  
Address of signatory VICTORIA 3195 VIC.

4/03/2024  
\_\_\_\_\_  
Date

Signed for and on behalf of the  
**Automotive Food, Metals,  
Engineering, Printing and Kindred  
Industries Union (AMWU)** in its  
capacity as Employee Bargaining  
Representative:

Signature of witness

Samantha Sullivan  
Name of witness  
(BLOCK LETTERS)

251 Queensberry St  
Carlton South VIC 3053  
Address of witness

Signature of authorised representative

Lucretia Malgeri  
Full name of authorised representative  
and position  
(BLOCK LETTERS)

251 Queensberry Street, Carlton South  
3053  
Address of signatory

March 12, 2024  
Date

Signed for and on behalf of the Automotive  
**Communications, Electrical, Electronic,  
Energy, Information, Postal, Plumbing  
and Allied Services Union of Australia  
(CEPU)** in its capacity as Employee  
Bargaining Representative:

Signature of witness

Name of witness  
(BLOCK LETTERS)

Address of witness

Signature of authorised representative

Full name of authorised representative and  
position  
(BLOCK LETTERS)

Address of signatory

Date



Signed for and on behalf of the  
**Automotive Food, Metals,  
Engineering, Printing and Kindred  
Industries Union (AMWU)** in its  
capacity as Employee Bargaining  
Representative:

Signature of witness

Signature of authorised representative

Name of witness  
(BLOCK LETTERS)

Full name of authorised representative  
and position  
(BLOCK LETTERS)

Address of witness

Address of signatory

Date

Signed for and on behalf of the Automotive  
**Communications, Electrical, Electronic,  
Energy, Information, Postal, Plumbing  
and Allied Services Union of Australia  
(CEPU)** in its capacity as Employee  
Bargaining Representative:

Signature of witness

Signature of authorised representative

Chelsea Hill  
Name of witness  
(BLOCK LETTERS)

Troy Gray  
Full name of authorised representative and  
position  
(BLOCK LETTERS)

L1, 200 Arden St, Nth Melb 3051  
Address of witness

L1, 200 Arden St, Nth Melb 3051  
Address of signatory

Date

26/3/24