



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Paper Australia Pty Ltd T/A Opal Australian Paper
(AG2024/1400)

MARYVALE MILL ELECTRICAL/PLUMBING MAINTENANCE ENTERPRISE AGREEMENT 2024

Timber and paper products industry

COMMISSIONER TRAN

MELBOURNE, 10 MAY 2024

Application for approval of the Maryvale Mill Electrical/Plumbing Maintenance Enterprise Agreement 2024

[1] Paper Australia Pty Ltd T/A Opal Australian Paper has applied for approval of an enterprise agreement known as the *Maryvale Mill Electrical/Plumbing 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] I note that the following clauses may be inconsistent with the National Employment Standards:

- Clause 8.5.4 – Abandonment of Employment is inconsistent with s 117 of the Act and *Bienias v Iplex Pipelines Australia Pty Limited*;¹ and
- Clause 25.5 – Compassionate Leave as it is silent on the ability to take compassionate leave in cases of stillbirth or miscarriage as provided by s 104 of the Act.

[4] As the Agreement contains a National Employment Standards precedence clause at Clause 2.3, I am satisfied that the more beneficial entitlements of the NES will prevail.

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

¹ [2017] FWCFB 38 at [58].

[6] The Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia, being a bargaining representative for the Agreement, has given notice under s 183 of the Act that it wants the Agreement to cover it. In accordance with s 201(2) I note that the Agreement covers the organisation.

[7] The Agreement is approved and, in accordance with s 54 of the Act, will operate from 17 May 2024.

[8] In accordance with Clause 4, the nominal expiry date of the Agreement is 17 May 2027.



COMMISSIONER

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Maryvale Mill
Electrical/Plumbing Maintenance
Enterprise Agreement

2024

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Maryvale Mill Electrical/Plumbing Maintenance Enterprise Agreement 2024

PART 1 - INTRODUCTION

1. TITLE

This Agreement will be known as the *Maryvale Mill Electrical/Plumbing Maintenance Enterprise Agreement 2024*.

2. RELATIONSHIP TO AWARD

- 2.1 The “*Pulp and Paper Industry (Maintenance and Services) Award 2003*” (**Award**) as it stood at 1 March 2006 will be incorporated into and read in conjunction with this Agreement. Where any dispute arises about how the provisions of this Agreement are to apply, the provisions of the Award will be used as a guide in the interpretation and application of this Agreement.
- 2.2 Where there is any inconsistency between an express provision of this Agreement and a provision in the Award, the provisions of this Agreement will prevail to the extent of any inconsistency.
- 2.3 The National Employment Standards (NES) applies at all times to employees covered under this Agreement. Where there is an inconsistency between this Agreement and the NES, the more beneficial term to the employee will apply to the extent of the inconsistency. Where the NES is varied to provide a benefit higher than that contained in the Agreement, the NES will apply to the extent of the inconsistency.

3. COVERAGE OF AGREEMENT

- 3.1 The provisions of this Agreement which includes the Appendices will operate at Opal Australian Paper’s Maryvale Mill and will apply to all Electrical and Plumbing employees covered by this Agreement.
- 3.2 This Agreement will cover:-
 - 3.2.1 Paper Australia Pty Ltd trading as Opal Australian Paper (“**Company**”) (ABN 63 061 5835 33); and
 - 3.2.2 Communication, Electrical, Electronic, Information, Postal, Plumbing and Allied Services Union of Australia (“**Union**”); and
 - 3.2.3 Opal Australian Paper Employees covered by the classifications in this Agreement for the purpose of manufacturing pulp and paper at the Maryvale Mill including all those associated processes and procedures required to be performed to meet all required standards and qualities or production by those classifications (“**Employees**”).
 - 3.2.4 It does not cover Staff Positions.

4. OPERATING DATE AND TERM OF AGREEMENT

This Agreement will come into effect 7 days after the date the Agreement is approved by the Commission and has a nominal expiry date of 3 years after commencement.

5. OBJECTIVES OF THE AGREEMENT

- 5.1 The parties mutually commit to take positive action to improve trust and relationships during the life of this Agreement.
- 5.2 The parties accept that long-term viability of Maryvale Mill requires that the Mill capacity is optimised to produce high quality pulp and paper to meet the customer's requirements at a competitive cost structure.
- 5.3 The parties will participate in consultative mechanisms to understand the Mill's business and operating situation.
- 5.4 Outcomes of these objectives are to.
 - 5.4.1 Promote a safe, profitable and successful business;
 - 5.4.2 Maximise the efficiencies of the business;
 - 5.4.3 Reduce total operating costs over the life of this Agreement; and
 - 5.4.4 Become and remain the supplier of choice for paper products.
- 5.5 To achieve these outcomes employees commit to behave as follows:
 - 5.5.1 To protect their own safety and the safety of all other employees;
 - 5.5.2 To cooperate with initiatives designed to increase flexibility, responsiveness and continuous improvement;
 - 5.5.3 To take accountability for their own actions;
 - 5.5.4 To actively encourage and make productive workplace change;
 - 5.5.5 To ensure they perform work consistent with Engineering Standards and the Company's quality standards.
 - 5.5.6 To support the Maintenance Strategy and Maintenance Improvement Plans by actively participating in, on an ongoing basis, more predictive and proactive maintenance methods, procedures and processes and contributing to reduce reactive and unplanned maintenance down to benchmark levels.

6. DEFINITIONS

"Act" means the Fair Work Act 2009 (as amended).

"Afternoon Shift" means any shift finishing after 6.00 p.m. and at or before midnight.

"By agreement" means where following consultation the parties have common views.

"Child" means an employee's child, or can include an adopted child, a step-child, an ex-nuptial child or an adult child.

“Commission” means the Fair Work Commission.

“Continuous Shiftwork” means work carried on with consecutive shifts throughout the 24 hours of each day of the week (168 hours) on a roster arrangement which requires employees to work on any day of the week including Saturdays, Sundays and Public Holidays without interruption except for breakdowns, meal breaks, general overhaul or stoppages due to causes beyond the control of the Company and a Continuous Shiftworker is an employee who works this arrangement.

“Day Shift” means any shift commencing on or after 6.00 a.m. and finishing not later than 6.00 p.m.

“Day Work” means work commencing on or after 6.00am and finishing not later than 6.00pm on a non-rotating basis and a Dayworker is an employee who works this arrangement.

“Essential Work” is work that is agreed upon by the Company and the Unions to be deemed essential.

“Immediate family” means:

- A spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
- A child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.

“Medical Certificate” means a certificate signed and issued by a health practitioner registered in Australia that is not back-dated, and is issued by a practitioner relevant to the medical condition.

“Night Shift” means any shift finishing after midnight and not later than 8.00 a.m.

“Overtime Hourly Rate” means the overtime hourly rate as set out in Appendix C.

“PIAWE” means the Pre Injury Average Weekly Earnings of the employee as defined in the *Workplace Injury Rehabilitation and Compensation Act 2013* (Victoria).

“Registered Health Practitioner” means a registered health practitioner that can only issue a medical certificate in relation to the area of practice in which the practitioner is registered or licensed by that state law.

“Shift Worker” is an employee who is engaged in work that is carried on for two or more shifts during five or more days per week, or one who works any day, afternoon or night shift as defined.

“Spouse” includes a former spouse and de facto partner includes a former de facto partner.

“Staff Positions” includes the position of Maryvale Maintenance Manager, Maintenance Manager Pulp, Maintenance Manager Paper, Central Engineering Manager, Maintenance Manager Planning, Manager Capital Projects, Superintendent (all roles with this title), Staff Planner, On Run Scheduler, Electrical and Automation Manager, Engineer (all roles with this title), Specialist High Voltage (HV) ENG SESO, Engineering and Records Administration Officer, Reliability Technician, Maintenance Facilitator, Asset Project Manager Power & Recovery, Engineering Manager-Capital Projects.

“Statutory Declaration” has the meaning of a legal document.

"**Tradesperson**" is an employee covered by the Tradesperson classifications or Continuous Shiftworker Tradesperson classifications set out in Appendix C.

PART 2 - EMPLOYMENT

7. CONTRACT OF EMPLOYMENT

Terms and Conditions

- 7.1 Employees will be engaged by the week, either permanently, limited term (Clause 7.8), or Part-time (Clause 7.7), except if engaged as a casual employee (Clause 7.6).
- 7.2 An employee will initially be engaged on a three month probationary period. During or at the end of the probationary period, either party may decide to terminate the employment with one week's notice.
- 7.3 The Company may direct an employee to carry out duties and use tools and equipment as may be required, and are within the employee's skill, competence and training, provided such directions are safe, efficient, logical and legal.
- 7.4 The Company and employees are committed to a safe work environment with every employee having an obligation to at all times behave in a safe manner, be safety conscious for workmates and others, and take personal responsibility for their fitness for work.
- 7.5 Employees are required to:
 - 7.5.1 Wear and use protective clothing, tools and equipment (including safety equipment) as required.
 - 7.5.2 Be responsible for their personal safety at the workplace.
 - 7.5.3 Comply with safe systems of work.
 - 7.5.4 Present fit for work at all times.
 - 7.5.5 Maintain all necessary qualifications, certificates, permits, and licenses to enable them to fulfil their duties.
 - 7.5.6 Provide instruction to other employees in their work area, classification or area of competence.
 - 7.5.7 Learn any job or skill within their classification as required by the Company for future career development.
- 7.6 Casual Employment
 - 7.6.1 A casual employee is one specifically employed as a casual or employed on a casual basis.
 - 7.6.2 The employment of a casual employee may be terminated at any time without notice.

- 7.6.3 A casual employee will be paid 25% more than the rate prescribed in Appendix C for the particular classification.
- 7.6.4 Except clause 40 and all clauses contained in Part 6 – Leave and Holidays, all other provisions of this Agreement will apply to casual employees.
- 7.6.5 Unless an employee absents themselves without leave, a casual employee instructed to report for duty will be paid for not less than four hours work.
- 7.6.6 A casual employee, whose employment is terminated through no fault of their own before the usual ceasing time for the relevant day or shift, will be paid as though that employee had continued working until such ceasing time.

7.7 Part-time Employment

A part-time employee may be engaged on the following terms and conditions:

- 7.7.1 Part-time employment will not be offered without consultation with the parties covered by this Agreement.
- 7.7.2 A part-time employee will be paid for each hour worked calculated on the ordinary hours of a full time employee at the time of working and the full time employee's weekly wage prescribed by this Agreement for the classification performed by that employee plus 10%.
- 7.7.3 A part-time employee will otherwise receive the same terms and conditions as a full time employee on a pro rata basis.
- 7.7.4 Before commencing part-time employment, the employee and the Company must agree in writing:
 - a) on the hours to be worked by the employee, the days on which they will be worked and the commencing and finishing times for the work; and
 - b) on the classification applying to the work to be performed in accordance with Appendix C.
- 7.7.5 The terms of the agreement in this sub-clause may be varied by consent in writing.
- 7.7.6 The agreement under this sub-clause or any variation to it under this sub-clause must be retained by the Company and a copy of the agreement and any variation to it must be provided to the employee by the Company.
- 7.7.7 Except as otherwise provided in this Agreement, a part-time employee must be paid for the hours agreed on in accordance with clauses 7.7.4 and 7.7.5.
- 7.7.8 A part-time employee who is required by the Company to work in excess of the hours agreed under clauses 7.7.4 and 7.7.5 must be paid overtime in accordance with clause 20 - Overtime

7.8 Limited Term Employment

A limited term employee may be engaged on the following terms and conditions:

- 7.8.1 Limited Term Employment means a contract with a defined expiry date.
- 7.8.2 Limited term employment will not be offered without consultation between the parties covered by the Agreement.
- 7.8.3 The term of employment will be specified in writing to the employee. Clause 8.1 will not apply where the term of employment expires by effluxion of time. Where the employment is terminated otherwise than by effluxion of time, clause 8 will apply.
- 7.8.4 Limited Term Employees may be employed to cover long term sickness/rehabilitation, parental leave, long service leave, training needs of the Company, to assist during major capital expenditure projects and to cover absences or other business needs.
- 7.8.5 A Limited Term Employee will receive the same wages, terms and conditions as a weekly paid employee of this Agreement.
- 7.8.6 A Limited Term Employee who is engaged on a continuous basis for greater than 12 months, will become permanent.
- 7.8.7 Where a Limited Term Employee accepts an offer of continuing employment with the Company, continuous service as a Limited Term Employee will count for all purposes.

8. TERMINATION OF EMPLOYMENT

8.1 Notice of Termination by the Company

In order to terminate the employment of an employee, the Company will provide a period of notice as follows:

Employee's Period of Continuous Service	Period of Notice
Up to one year	1 week
1 year and up to completion of 3 years	2 weeks
3 years and up to completion of 5 years	3 weeks
5 years and over	4 weeks

- 8.1.1 Full time employees over 45 years of age will be granted an additional week's notice.
- 8.1.2 During the period of notice of termination given by the Company, the employee will be allowed up to one day off without loss of pay during each week of notice for the purpose of seeking other employment.
- 8.1.3 Upon termination of employment, wages due to an employee, including annual leave (plus annual leave loading) and long service leave will be paid on the day of termination.
- 8.1.4 The Company will provide a written statement on the day of termination specifying the period of employment and the classification of the type of work performed by the employee.

8.2 Payment in Lieu of Notice

Payment in lieu of notice which reflects what the employee would have earned as rostered will be made if the appropriate period of notice is not given by the Company, provided that employment may be terminated by part of the period of notice specified being worked and part payment in lieu.

8.3 Termination of Employment by the Employee

An employee will give one weeks' notice; this notice can be given at any time during the week.

8.4 Summary Dismissal

The Company has the right to dismiss an employee without notice for serious misconduct, and in such case, wages and other accrued entitlements will be paid up to the time of dismissal only.

8.5 Abandonment of Employment

8.5.1 The absence of an employee from work for a continuous period exceeding 3 working days without the consent of the Company and without notification to the Company will be prima facie evidence that the employee has abandoned their employment.

8.5.2 Provided that, if within a period of 14 days from their last attendance at work or the date of their last absence in respect of which notification has been given or consent has been granted, an employee has not established to the satisfaction of the Company why they were absent, they will be considered to have abandoned their employment.

8.5.3 An employee who is unable to notify the Company of absence due to unforeseen hospitalisation or similar causes, will be given the opportunity to explain the reason for the absence which may lead to reinstatement.

8.5.4 Termination of employment by abandonment in accordance with this sub-clause will operate as from the date of the last attendance at work or the last day's absence in respect of which consent was granted, or the date of the last absence in respect of which notification was given to the Company, whichever is the later.

8.6 An employee who has their services terminated through no fault of their own within two weeks of commencing work will be paid at casual rates for all time worked.

9. STANDING DOWN OF EMPLOYEES

9.1 The Company may stand down an employee after:

- (a) any period of at least three consecutive working days during which an employee cannot be usefully employed because of any strike, breakdown of machinery or any stoppage of work for any cause for which the Company cannot reasonably be held responsible; or

- (b) a period of at least one day in circumstances where an employee cannot be usefully employed as a consequence of a strike or other industrial action by employees who are covered by this Agreement.

- 9.2 A stand down does not break the continuity of employment of the employee for the purposes of any entitlements.

PART 3 - CAREER PATHS AND TRAINING

10. CLASSIFICATION/CAREER PATHS

- 10.1 The Company will implement training and development programs for all employees in accordance with business needs.
- 10.2 The Company will develop career paths consistent with the requirements of the Business, as early as possible, which enables employees to be rewarded for their skills. Progress on this will be the subject of three monthly meetings.
- 10.3 The Company may direct an employee to carry out such duties that utilise the employee's skill, competency and training provided that such duties are safe, efficient, logical and legal.
- 10.4 The Company may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained and competent in the use of such tools and equipment.

This includes the specific requirement to carry, on-site, communication devices including, but not limited to, radios and/or mobile phones, and to utilise them as directed.
- 10.5 Employees within each classification will perform a wider range of duties including work that is incidental or peripheral to their main tasks or functions.

11. TRAINING

- 11.1 The Company will develop training plans for employees consistent with;
 - 11.1.1 The current and future skill needs of the Mill.
 - 11.1.2 The size, structure and nature of the operations of the Mill.
 - 11.1.3 The need to develop skills relevant to the Mill.
 - 11.1.4 Removal of the barriers to the utilisation of skills acquired.
- 11.2 Where it has a need the Company may make available to employees opportunities for paid study leave to develop skills required within the industry.
 - 11.2.1 Payment for attendance at such study will be at single rate in normal time.
 - 11.2.2 Any costs associated with standard fees for prescribed courses and prescribed textbooks incurred in connection with the undertaking of approved training will be reimbursed by the Company upon production

of evidence of such expenditure and provided that the course has been successfully completed.

11.2.3 Any paid study leave will require the express approval of the General Manager.

11.3 Through the establishment of a site wide training committee the Company and the Parties covered by this Agreement will conduct six monthly reviews of training to meet business needs.

11.4 Training courses may include both in-house and courses conducted by accredited educational institutions and providers.

PART 4 - WAGES AND ALLOWANCES

12. WAGE RATES

12.1 Employees will be paid the wage prescribed for their classification as set out in Appendix C.

12.2 The weekly wage rates prescribed for Dayworkers in Appendix C are inclusive of a number of allowances which over time have been built into the all purpose rate of pay forming the applicable weekly wage rate. For reference purposes, this build-up is set out at Appendix D.

13. WAGE INCREASES

The Company will provide Employees with the following increases over the life of the Agreement. The wage increases will apply from the dates as listed below.

- 3.5% increase upon Agreement commencement;
- 3% increase from the first full pay period after 1 February 2025; and
- 3% increase from the first full pay period after 1 February 2026.

14. LEADING HAND, TEAM LEADER/PLANNER AND HIGHER DUTIES

14.1 Temporary appointment to Leading Hand, Team Leader/Planner, DCS Technician or Higher Duties

The Company will pay an allowance to an employee temporarily appointed as a Leading Hand, Leading Hand – Plumber, Team Leader/Planner, DCS Technician, or who is undertaking higher duties in an acting Staff supervisory support role. The allowance will be paid for each paid hour worked in the role.

14.2 Permanent appointment to Leading Hand, Team Leader/Planner or DCS Technician

An employee permanently appointed to a Leading Hand, Leading Hand – Plumber, Team Leader/Planner or DCS Technician role will be paid the allowance as specified in clause 14.1, however it will be paid as an All Purpose allowance.

14.3 The applicable allowance pay rates are as follows:

Effective Date	Hourly allowance			
	Leading Hand – Plumber	Leading Hand	Team Leader/Planner or DCS Technician	Higher Duties
Commencement	\$5.46	\$6.49	\$7.59	\$8.53
FFPP after 1 Feb 2025	\$5.62	\$6.68	\$7.81	\$8.79
FFPP after 1 Feb 2026	\$5.79	\$6.88	\$8.05	\$9.05

For the avoidance of doubt, the 2 hour difference between 36 hours paid and 38 hours worked for Dayworkers as per clause 18.2 are not considered paid hours for the purposes of this clause 14.

14.4 Leading Hands may be required to function on a wider plant area basis.

15. ALLOWANCES

15.1 All Purpose Allowances

Where this Agreement specifies that an allowance is All Purpose, the allowance will be paid on all paid hours, on paid leave, and will form part of the employee's pay rate for the purposes of calculation of loadings and penalties.

15.2 Recipient in Charge (**RIC**)

RIC payments will be made as follows:

15.2.1 For Intermediate RIC's, an RIC rate will be paid as a daily allowance on those days for which a Tradesperson not already a Leading Hand carries out the task at the direction of the Company:

Effective Date	Daily Allowance – RIC Intermediate
Commencement	\$48.36
FFPP after 1 Feb 2025	\$49.81
FFPP after 1 Feb 2026	\$51.30

15.2.2 For Advanced RIC's, employees will be paid a daily allowance in addition to any allowance applicable for the Intermediate RIC level on those days for which a Tradesperson carries out the task at the direction of the Company:

Effective Date	Daily Allowance – RIC Advanced
Commencement	\$48.36
FFPP after 1 Feb 2025	\$49.81
FFPP after 1 Feb 2026	\$51.30

15.3 Tools and Equipment

The Company will provide tools and a tool box for employees consistent with the agreed list.

15.4 Motor Allowance

An employee who by agreement with the Company uses their own vehicle on the Company's business will be reimbursed \$0.95 per km travelled.

15.5 First Aid

An employee who has been trained to render First-aid and who is a current holder of appropriate first aid qualifications such as a certificate from the St John Ambulance or similar body will be paid this allowance if appointed by the Company to perform first aid duty:

Effective Date	Daily Allowance – First Aid:
Commencement	\$4.14
FFPP after 1 Feb 2025	\$4.26
FFPP after 1 Feb 2026	\$4.39

15.6 Unrestricted Electrical Licence Allowance

An employee who is the holder of an unrestricted electrical licence will be paid an All Purpose Unrestricted Electrical Licence allowance. This allowance is not paid in addition to the dual trade allowance specified in clause 15.7. The Company will also pay for the Electrician's Licences.

Effective Date	Weekly All Purpose Allowance – Unrestricted Electrical Licence:
Commencement	\$28.44

FFPP after 1 Feb 2025	\$29.30
FFPP after 1 Feb 2026	\$30.17

15.7 Electrical/Instrument Dual Trade Allowance

A Tradesperson who completes 2 apprenticeships in electrical and instrument fitting or is an Electrical/Electronic Instrument Technician and who holds an Unrestricted Electrical Licence will be paid an allowance calculated as an additional 18% on the P9 tradesperson base weekly rate as specified in Appendix D.

This allowance is All Purpose and includes the Unrestricted Electrical Licence Allowance, and has been built into the annualised salary for Continuous Shiftworkers and into the weekly wage for Electrical/Instrument Dayworkers as explained in Appendix D.

15.8 High Voltage Licence Allowance

The Company will pay a flat rate allowance weekly to electricians who have on approval by the Company qualified and are authorised to undertake as part of their ongoing duties, high voltage work in accordance with applicable Company work procedures as amended from time to time:

Effective Date	Weekly Allowance – High Voltage Licence:
Commencement	\$25.99
FFPP after 1 Feb 2025	\$26.77
FFPP after 1 Feb 2026	\$27.57

To be eligible for the payment of the allowance, the following levels of electrical authority in accordance with applicable Company work procedures as amended from time to time need to be obtained, but not limited to:

- Isolate high voltage
- Authorised recipient/recipient in charge
- Issue HV EAPs/OOC/SCAP/ Electrical Proximity Permits

15.9 Type “B” Gas Licence Allowance

The Company will pay a flat rate allowance weekly to electricians who have on approval by the Company qualified and are authorised to undertake, as part of their ongoing duties, gas work in accordance with applicable Company work procedures as amended from time to time such as, but not limited to:

- BMS testing
- Gas system work

Effective Date	Weekly Allowance – Type “B” Gas Licence:
Commencement	\$26.25
FFPP after 1 Feb 2025	\$27.04
FFPP after 1 Feb 2026	\$27.85

15.10 Registered Plumbers Licence Allowance

An employee classified as a Plumber who is the holder of a Plumbing Licence has an All Purpose allowance built in to their weekly wage as explained in Appendix D. The Company will also pay for the Plumbing Licence.

15.11 Sprinkler Fitter Allowance

A Plumber who is the holder of a Fire Protections registration and responsible for the plumbing compliance and sprinkler fittings on site will be paid a Sprinkler Fitter Allowance. This allowance is paid All Purpose:

Effective Date	Hourly Allowance – Sprinkler Fitter:
Commencement	\$4.22
FFPP after 1 Feb 2025	\$4.35
FFPP after 1 Feb 2026	\$4.48

16. PAYMENT OF WAGES

- 16.1 Wages will be paid fortnightly (unless otherwise agreed) by electronic funds transfer into an account nominated by the employee.
- 16.2 Deductions will be made from an employee's wage for any Company approved purpose at the employee's written request.
- 16.3 Deductions will be made from an employee's wage for membership contributions to a union who are covered by this Agreement provided the employee requests the Company in writing to do so.
- 16.4 The Company agrees that where there has been an under payment in an employee's wages, it will be corrected as soon as practicable. In the event of an overpayment an agreement must be reached with the affected employee and a reasonable repayment plan put in place.
- 16.5 Wages due to an employee upon termination will be paid on the day of such termination, or if that is not practicable, on the next working day.

PART 5 - SHIFT WORK, HOURS OF WORK AND OVERTIME

17. CONTINUOUS SHIFTWORK

17.1 Transfer between Daywork and Continuous Shiftwork / between shifts

17.1.1 An employee (other than a Relief Shiftworker) may be transferred from Daywork to Continuous Shiftwork, and in such cases shall be paid at double time of the Overtime Hourly Rate for all time worked outside the ordinary Dayworker's hours:

- (a) Until the expiration of seven days from the employees receipt of notification of such transfer; and
- (b) such time shall be counted in the computation of the ordinary worked hours.

17.1.2 An employee may be required to change from one Continuous Shiftwork crew to another Continuous Shiftwork crew, or from Continuous Shiftwork to Day Work, provided that:

- (a) The employee shall be given at least forty-eight hours' notice of such change, or shall be paid at the rate of double time of the Overtime Hourly Rate for all ordinary time worked after such change until the expiration of forty-eight hours' notice.
- (b) Where such change requires that the employee shall work on a day which otherwise would have been a rostered day off, the employee will be paid at the rate of double time of the Overtime Hourly Rate for all time worked on that day unless the employee has received at least seven days' notice of such requirement.
- (c) Where notice of a change of shift is cancelled within sixteen hours of the due time of commencement, the employee concerned will receive four hours pay at the Overtime Hourly Rate.
- (d) This clause does not apply where the Company transfers a Continuous Shiftworker rostered to work day shift on a particular day to Day Work on that same day, which may be made without penalty.

17.2 Obligations

17.2.1 After due notice (Clause 17.1) employees may work a Continuous Shiftwork roster as and when required.

17.2.2 A Continuous Shiftworker for whom a shift immediately follows their own shall not leave their place of work for any reason whilst on duty without first being relieved of duty. This period shall not exceed four hours.

17.3 Mate cover

- 17.3.1 Continuous Shiftworkers will notify impending absence from work as soon as they are aware that they will be unable to report for duty as rostered.
- 17.3.2 In the case of Continuous Shiftworkers, 5.5 paid overtime hours at the Overtime Hourly Rate are inbuilt per week into the annualised salary for mate cover. Continuous Shiftworkers are required work up to 5.5 hours per week for “mate cover”, ie to provide coverage for another employee absent on personal leave with less than 24 hours notice to the Company. It is expected Continuous Shiftworkers will arrange mate cover by another Continuous Shiftworker for up to the first four shifts of their absence period (or the full absence period if the period is less than 4 shifts). This coverage cannot be divided over more than one round (a round being 4 consecutive shifts over 4 consecutive days). The Company will arrange personal leave cover thereafter.

17.4 Rosters

The roster profile for Continuous Shiftworkers is the roster in place at the commencement of this Agreement. Under this roster, Continuous Shiftworkers work an average of 145.2 shifts of rotating 12 hours each year and take annual leave in accordance with clause 23.5.

17.5 Change to rosters

- 17.5.1 Notwithstanding any other provision of this Agreement, a change to the Continuous Shiftwork roster may only be made by agreement between the parties to this Agreement.
- 17.5.2 The Unions covered by this Agreement must be informed by the Company of the intention to change the roster and be given a reasonable opportunity to participate in the negotiations regarding the change.

17.6 Weekday Afternoon Shift and Night Shift penalty rates

- 17.6.1 An employee who works on afternoon shift or night shift must be paid 15% extra for such shift. This penalty rate has been incorporated into the annualised salary for a Continuous Shiftworker.
- 17.6.2 An employee who:
- (a) during a period of engagement on shift, works night shift only; or
 - (b) remains on night shift for a longer period than four consecutive weeks; or
 - (c) works on a night shift which does not rotate or alternate with another shift or with day work so as to give the employee at least one third of their working time off night shift in each shift cycle,
- must, during such engagement, period or cycle, be paid 30% extra for all time worked during ordinary working hours on such night shift. This penalty rate has been incorporated into the annualised salary for a Continuous Shiftworker.

17.7 Weekend and Public Holiday Rates

17.7.1 Shift work penalties shall be paid at the following rates for ordinary time worked on:

- (i) Saturdays: time and a half
- (ii) Sundays: double time

These penalty rates have been incorporated into the annualised salary for a Continuous Shiftworker.

17.7.2 For Public Holidays the payment inclusive of penalties will be single time plus half time penalty plus the public holiday entitlement.

17.8 Overtime

17.8.1 For all work outside the ordinary hours, or in excess of the normal duration of the employee's shift, and which does not form part of the mate cover referred to in clause 17.3, authorised overtime shall be paid to a Continuous Shiftworker at the rate of double time of the Overtime Hourly Rate except in cases where such time is worked by arrangement between the employees themselves.

17.8.2 Provided that:

- (a) Where a Continuous Shiftworker is given notice to work on their rostered day-off and the notice is cancelled within sixteen hours of the time due for the employee to commence, the employee shall be paid four hours at the Overtime Hourly Rate.
- (b) Where a Continuous Shiftworker is given notice to work the succeeding shift and the notice is cancelled, and as a consequence of the notice the employee has remained on the premises until the prescribed starting time, the employee shall be paid four hours at the Overtime Hourly Rate.

17.9 Meal Breaks

During each 12 hour shift, Continuous Shiftworkers are entitled to take two paid 30-minute meal breaks. A Continuous Shiftworker will not be required to work for more than 5 hours without a meal break, or up to 6 hours by agreement between the Continuous Shiftworker and the Company. The meal breaks may be staggered to ensure production is not impacted and are counted as time worked.

17.10 Crib time

Subject to non-interference with the operation of the plant, a Continuous Shiftworker will be entitled to a paid crib time of 20 minutes either:

- (a) at or about the commencement of the ordinary hours after working such overtime prior to commencing; or
- (b) at or about the commencement of such overtime when working such overtime after completing the ordinary hours.

17.11 Leave

References to Continuous Shiftworkers leave entitlements are detailed in clause 23 – Annual Leave.

17.12 Annualised salary

17.12.1 Continuous Shiftworkers will be paid an annualised salary, as specified in Appendix C.

17.12.2 The annualised salary includes all allowances including Maryvale Special Allowance (“MSA”), First Aid allowance, Tool allowance, penalties, annual leave loading, over-award payments, mate cover and payment for public holidays (worked and non-rostered day) except Christmas Day and Boxing Day.

17.13 Relief Shiftworkers

17.13.1 An employee appointed by the Company as a Relief Shiftworker will continue to work in accordance with clause 18 on the Dayworker roster, however will be classified and paid as a Continuous Shiftworker, and accept the same obligations as Continuous Shiftworkers. However, the Company may transfer a Relief Shiftworker from the Daywork roster to any crew’s Continuous Shiftworker roster, without penalty.

Time Off In Lieu of Overtime (“TOIL”)

17.13.2 TOIL will apply to Relief Shiftworkers only.

17.13.3 Relief Shiftworkers may exceed their ordinary rostered hours (as set out in clause 17.4) as a result of work requirements. In this instance, Relief Shiftworkers shall accrue TOIL.

17.13.4 TOIL will be taken (on an hour for hour basis) as agreed with the Company. Overtime shall be treated in accordance with clause 20 of this Agreement. All accrued TOIL shall be exhausted and reset on a six monthly basis.

17.14 Back-Up Shift Relief Workers

17.14.1 An employee appointed by the Company as a Back-Up Shift Relief Worker will be rostered and paid as a Dayworker except as set out in this clause. Otherwise, all provisions of this Agreement relating to Dayworkers apply to Back-Up Shift Relief Workers.

17.14.2 For Back-Up Shift Relief Workers when required to work on the Continuous Shiftwork roster for four shifts or less the employee will be paid overtime at double the Overtime Hourly Rate in accordance with this Agreement. Where the employee is required to work more than four shifts they will be transferred to Continuous Shiftwork in accordance with this Agreement for the duration of the period worked on the Continuous Shiftwork roster, and will be paid and accrue leave accordingly.

17.14.3 The introduction and infinite working of this arrangement shall result in no net cost to the Company.

18. HOURS OF WORK – DAYWORKERS

- 18.1 Dayworkers work a four-day week roster, between 6 am and 6 pm Monday to Friday inclusive, provided that the spread of hours herein prescribed, and the meal breaks, may be altered by agreement between the parties covered by this Agreement.
- 18.2 Dayworkers agree to work 38 hours but be paid for 36 hours, on the basis that Dayworkers work a 4-day week. Accordingly, the parties have agreed that any change to this roster for Dayworkers will require the agreement of the parties or a new replacement Agreement.
- 18.3 The thirty-eight (38) ordinary hours (paid 36 hours) for Dayworkers shall be worked over a four day week in accordance with the roster profile set out below.
- 18.4 Start times for the commencement of Day Shift under the roster profile will be 7.00 a.m. or may be varied to between 6.00 a.m. and 7.30 a.m. as agreed by the majority of employees in the workplace or a section or sections of it.
- 18.5 Notwithstanding any other provision of this Agreement, a change to the 38 ordinary hours 4 day per week roster may only be made by agreement between the parties to this Agreement.
- 18.6 The Unions covered by this Agreement must be informed by the Company of the intention to change the roster and be given a reasonable opportunity to participate in the negotiations regarding the change.

	M	T	W	T	F	S	S	M	T	W	T	F	Hrs/wk
A	X	X	X	X	O			O	X	X	X	X	38 hrs
Hrs	8	10	10	10	-			-	10	10	10	8	
B	O	X	X	X	X			X	X	X	X	O	
Hrs	-	10	10	10	8			8	10	10	10	-	

19. REST TIME

- 19.1 A rest period of ten minutes will be allowed to all employees in the first half of each day, at a time fixed by the Company; provided that the time of taking the rest period may vary at the option of the Company as agreed with the affected employees; and provided further that employees will not leave the department or section in which they are working at the time without the consent of the Company.

19.2 The Company will provide reasonable facilities to enable employees to make a cup of tea or coffee to be taken on the job. There will be no entitlement for an employee to cease work for a tea break or rest period during the second half of the day or shift and the taking of a cup of tea or coffee on the job will only be permissible where this does not interrupt work in progress.

19.3 Cold Places

Where an employee is working where the temperature is below 0 degrees Celsius and where such work continues for more than two hours, the employee will be entitled to a rest period of twenty minutes, after every two hours of work, without deduction of pay.

19.4 Hot Places

Where an employee is working in the shade in a place where the temperature exceeds 54 degrees Celsius and where such work continues for more than one hour, the employee will be entitled to fifteen minutes rest after every one hours work without deduction of pay.

20. OVERTIME

20.1 All parties understand that the distribution of overtime to meet both Company and employees' needs may result in some issues. As a result a review process will be implemented which will through periodic reviews address any concerns of either party. The review panel will consist of a representative from Unions, delegates, relevant Area Managers and Human Resources.

20.2 For immediate issues, the dispute resolution process outlined in clause 32 should be followed.

20.3 Overtime - Dayworkers

20.3.1 For all work outside the ordinary working hours, except on Public Holidays, authorised overtime will be paid to a Dayworker at the rate of double time of the Overtime Hourly Rate until completion of the overtime work.

20.3.2 Provided that where a Dayworker is given notice to work overtime immediately following the normal hours, and that overtime is cancelled after the employee commences that overtime, the employee will be paid a minimum of one hour at the Overtime Hourly Rate for that overtime.

20.4 Ten hour break

This provision is inserted in the interest of health and safety and not as an additional compensation or reward for overtime.

20.4.1 Call ins

(a) An employee who commences work on a call in can only work for 8 hours and 1 additional hour if there is a reasonable likelihood of completing the job.

(b) An employee who works overtime between termination of the work on one day or shift and commencement of work on the next day or shift, such that the employee has not had ten consecutive hours off

duty, will be released after completion of the work, for ten consecutive hours without loss of pay for ordinary working time.

- (c) An employee who has had a ten hour break and works overtime which commences before and extends into a normal working day is required to work 8 hours. After the completion of the 8 hours worked, the employee will be released without loss of ordinary pay.

20.5 Pre-arranged Overtime

20.5.1 Ten hour break

- (a) If overtime is arranged prior to the completion of a day or shift which is not continuous and that enables a ten hour break then:

- (i) Employees must be sent home by the Company to take the ten hour break; and

- (ii) Employees must take the ten hour break

- (b) If overtime is arranged prior to the completion of a day or shift which is not continuous that does not enable a ten hour break then employees will be paid a penalty of 4 additional hours at the rate of double time of the Overtime Hourly Rate.

- (c) An employee who has had a ten hour break and works prearranged overtime which commences before and extends into a normal working day is required to work 8 hours. After the completion of the 8 hours worked, the employee will be released without loss of ordinary pay.

20.5.2 An employee who returns after leaving the premises of the Company to work overtime that was arranged prior to the completion of the previous day or shift and which except for meal-breaks is not continuous with the ordinary hours, will be paid the rate of double time of the Overtime Hourly Rate for a minimum of four hours.

Provided that this sub-clause will not apply:

- (a) In the circumstances covered by clause 20.12 of this Agreement;
- (b) To an employee who ceases work on the day concerned without the authority of the Company; or
- (c) To work (of which the employee has received at least eight hours' notice) performed by an employee immediately preceding the ordinary working hours as prescribed in accordance with clauses 18.1 or 17.4 of this Agreement.

Provided further that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full four hours if the work the employee was recalled to perform is completed in a shorter period.

20.5.3 Stayback

Overtime that commences at the completion of ordinary time will attract

a ten hour break.

20.6 Transport

Where an employee works overtime which precludes the employee from using any reasonable means of transport to their home, the Company will provide a suitable conveyance. The following conditions are to apply:

20.6.1 Supervisors or their nominee must authorise the use of the taxi by ringing the switchboard.

20.6.2 Taxis are not to be provided at normal shift change times unless specifically authorised by the Supervisors or their nominee.

20.6.3 No taxis are to be provided for pre-arranged overtime.

20.6.4 Taxis will not be provided for call-ins, they will only be provided for taking people home after overtime that extends the normal day and where alternative means of transport are not available.

20.6.5 Pickup points are the Main Gate and the M4 Carpark Gate.

20.7 Notification

Provided that in the event of a break-down of a unit or plant, or other necessity to do work which could not be foreseen, the longest possible notification will be given.

20.8 Reasonable Overtime

20.8.1 Overtime will be distributed as equitably as practicable amongst the employees.

20.8.2 The Company may require any employee to work reasonable overtime at overtime rates, and such employee will work overtime in accordance with such requirement.

20.8.3 Provided further that the Company will not require more than a reasonable amount of overtime work from any employee during weekends and when requested on Public Holidays. Where overtime is required/requested the Company would expect coverage by members of the designated work group.

20.8.4 Designated work groups will be as follows:

- Power/Recovery & Central Mechanical Workshop
- Fibrelines, Central Electrical/Instrumentation
- Paper (M1, M3, M4/Waste Paper) & Roll Overhaul Shop
- Garage, Engineering Store, Boilermakers, Machine Shop & Plumber are all stand alone

20.8.5 It will be expected that all overtime in these areas will meet business needs and promote ownership and teamwork.

20.8.6 Employees assigned to areas will cover overtime on tasks in those areas and not across areas. When calling for overtime, business needs to ensure area ownership must first be met.

20.8.7 Should there be a requirement for transfer of labour across major areas for overtime purposes this will be approved by the Area Supervisor/Manager.

20.9 Commitment

Employees will be required to commit to:

- (a) Working during weekends and being requested to work on any of the Public Holidays specified in clause 31 of this Agreement. There will be a 48-hour shut at Christmas time during which one other Public Holiday will be taken in conjunction with Christmas day (25th December). Work on these days will be of a voluntary nature.
- (b) That employees will co-operate to ensure that weekends and overtime work will spread over the greatest number of employees.

20.10 Christmas Work

- (a) For the purpose of this clause the Christmas period commences at midnight on the 24th December and ceases at midnight on the 26th December.
- (b) If an employee is called in to work on operating plant for Maintenance purposes on Christmas or Boxing Day then that employee is entitled to the normal call in arrangements (9 hours for the first hour) and then will be paid double time of the Overtime Hourly Rate for the remainder of a minimum eight hour call plus the bonus payment of \$128 per hour actually worked.
- (c) Shift Tradespersons are entitled to the bonus payment of \$128.00 per hour for each hour worked within this period.
- (d) This does not apply to essential work on a total Mill shut where normal public holiday penalties apply.

20.11 General

20.11.1 Notification will be given to provide the longest possible notice where practicable.

20.11.2 To ensure that the overtime and call-in needs of the Mill are met, prior to the Supervisor allocating such work, employees in the area will have the opportunity to allocate overtime and call in requirements through arrangements made between them. The area Supervisor will only allocate the work where the employee's proposed arrangements do not satisfy the business needs.

20.12 Call-Ins

The following applies to Call-ins:

20.12.1 An employee who returns after leaving the premises of the Company to work overtime when instructed to do so, or who is instructed to work overtime which except for meal breaks is not continuous with their ordinary hours will be paid a minimum of 9 hours pay, at the Overtime Hourly Rate, from the time of notification in respect of the first hour worked and double time thereafter.

20.12.2 This clause shall not apply where:

- (a) The circumstances covered by clause 20.5 of this Agreement apply;
- (b) An employee ceases work on the day concerned without the authority of the Company, or
- (c) Work (of which they have received at least eight hours' notice) is performed by an employee immediately preceding their ordinary working hours as prescribed in accordance with clauses 18.1 or 17.4 of this Agreement.

20.12.3 Such payment will be on the understanding that there will be no limitations placed upon attending to further jobs of an emergency nature whilst on the premises. However such jobs will not comprise of general maintenance work that could reasonably be postponed until normal working hours without affecting the safety, production or plant security of the Mill.

20.13 Overtime Hours table

Paid overtime hours for hours worked in accordance with this Agreement are shown in the table below. There may be penalties incurred in circumstances other than specified below, in such cases paid overtime hours will be determined in accordance with this Agreement.

Shift	Overtime hours paid at the Overtime Hourly Rate
Saturday (8 hours)	16 hours
Saturday (12 hours)	24 hours
Saturday or Sunday (min 4 hours)	8 hours
Sunday (8 hours)	16 hours
Sunday (12 hours)	24 hours
Non Rostered Day/RDO (8 hour day)	16 hours
Non Rostered Day/RDO (12 hour day)	24 hours
Excessive Sundays	8 hours
Blue Friday	8 hours
12 Midnight to 8 am	15 hours
7pm to 7am - shift	24 hours
7am to 7pm – day work (if working 8 ordinary hour shift)	8 hours
7am to 7pm – day work (if working 10 ordinary hour shift)	4 hours
Public Holidays (8 hour day)	12 + 8 hours
Public Holidays (12 hour day)	22 + 8 hours

Stayback (max 16hrs in one day)	Double time
Call in	9 hours for the first hour double thereafter

For any Plant that requires coverage for shutting down or starting up, overtime outside of the overtime table above, providing the employee has had a 10 hour break, the employee will work a maximum of 8 hours which can be extended to 12 hours by Agreement.

If the overtime extends into the employee's normal working hours, they will be released after 8 hours without loss of ordinary pay.

If the 10-hour break ends at midday or after, the employee is not required to attend work for the day without the loss of ordinary pay.

20.14 Unplanned Overtime

An employee, who is required to work unplanned overtime, will work in accordance with clause 20.4.1(c) and will be released from work at the earliest opportunity without any loss of ordinary pay.

20.15 Planned Shift

20.15.1 An employee, who is required to work a planned shift or multiple shifts, will not be required to attend for work prior to the commencement of that shift or multiple shifts without any loss of ordinary pay for that day.

20.15.2 The employee will be entitled to a stand down after completion of the shift or multiple shifts, without loss of pay for ordinary working time for that day.

20.15.3 An employee is not entitled to be paid for ordinary time between multiple shifts.

21. SUNDAY WORK

21.1 An employee who is required to work overtime on Sunday will be paid at double the Overtime Hourly Rate for a minimum of four hours work.

21.2 An employee who works not less than eight hours of overtime on a Sunday and has worked not less than eight hours of overtime on either of the immediately preceding two Sundays, will be paid in respect of the first mentioned Sunday a special allowance (Excessive Sundays) of four hours pay at the Overtime Hourly Rate.

21.3 Employees and the parties to this Agreement agree that less than eight hours overtime can be offered and worked on a Sunday and where requested will be worked in accordance with this Agreement.

22. MEAL BREAKS AND REST DAYS

22.1 Meal Breaks for Dayworkers

22.1.1 A Dayworker will not be required to work for more than five hours without a break for a meal. Provided that by agreement between the

Company and the majority of employees in the plant, work section or sections concerned, an employee or employees may be required to work in excess of five hours, but not more than six at ordinary rates of pay without a meal break.

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

22.1.3 Except as provided in sub-clauses 22.1.1, double time of the Overtime Hourly Rate will be paid for all work done during meal breaks and thereafter until a meal break is taken.

22.1.4 Subject to sub-clauses 22.1.1 and 22.1.5, a Dayworker required to work overtime of one and a half hours or more which is continuous with the ordinary working hours, will be allowed a meal break of thirty minutes, either:

(a) before starting such overtime, if the overtime is at the conclusion of the employee's ordinary working time; or

(b) either during or at the conclusion of such overtime if the overtime is immediately before the ordinary working time and of not more than four hours duration; which will be paid for at the rate of double time of the Overtime Hourly Rate.

The Company and employee may agree to change the time of taking this meal break.

22.1.5 A Dayworker working overtime (including overtime on Saturday, Sunday or Public Holiday) will be allowed a meal break of thirty minutes without deduction of pay after each four hours of overtime worked where the overtime is to be continued after such meal break.

22.1.6 A meal break will not be regarded as time worked for the purpose of determining when the next meal break falls due.

22.1.7 No Meal Allowance is payable when overtime is worked.

22.2 Rest Day

22.2.1 The provisions of this clause will apply only to an employee whose ordinary working hours are worked Monday to Friday and will not apply to an employee for whom Saturday and Sunday are normal working days under any roster.

22.2.2 Subject to the provisions of sub-clause 22.2.5, any such employee required to work overtime for at least eight hours on a Saturday and at least eight hours on the Sunday immediately following will be granted a day-off without pay (i.e. a rest day) during the immediately following week.

22.2.3 An employee will not be required to take the rest day on any day that they would be entitled to a rest period in accordance with clause 20.4 of this Agreement.

- 22.2.4 If for any reason any day (Monday to Friday inclusive) in the following week is not worked by the employee, such day will be counted as the rest day.
- 22.2.5 An employee required to work on the rest day will be paid at the rate of double time of the Overtime Hourly Rate for so much of the ordinary working hours worked.
- 22.2.6 The employee will be given notice of the day granted as a rest day not later than the normal ceasing time on the preceding day.

PART 6 - LEAVE AND HOLIDAYS

23. ANNUAL LEAVE

23.1 Period of Leave

- 23.1.1 For each twelve months' continuous service with the Company, an employee will be entitled to annual leave during ordinary working hours, at the rate of pay in Appendix C, as follows:
 - (a) A Continuous Shiftworker for the full year will be entitled to five calendar weeks annual leave, exclusive of Public Holidays as per the Continuous Shiftwork roster.
 - (b) A Dayworker, for the full year will be entitled to four calendar weeks annual leave exclusive of Public Holidays.
 - (c) An employee who has worked for part of the year as a Continuous Shiftworker and for part of the same year as a Dayworker will be entitled to a pro-rata number of weeks calculated to the nearest one hour.

23.2 Accrual of Annual Leave

- 23.2.1 Annual leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.
- 23.2.2 For the purpose of this clause, any absence from work, that is not paid leave, in excess of 28 days will break continuity of accrual of annual leave, unless the absence is an interruption or termination of employment by the Company which has been made with the intention of avoiding obligations in respect of leave of absence
- 23.2.3 In the case of industrial action by employees party to this Agreement, accrual of annual leave will cease immediately.

23.3 Taking of Annual Leave

- 23.3.1 Annual leave will be given and taken in accordance with the NES, in a continuous period or other periods agreed between the employee and the Company. The Company must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

23.3.2 The Company may shut down a section or sections of the Mill for the purpose of allowing annual leave in whole or in part to some or all of the employees in the section. The following provisions will apply to a shut down under this sub-clause:

- (a) The Company will notify employees at least six weeks before the commencement date.
- (b) The Company will also notify employees required to work at least six weeks before the commencement date.
- (c) The Company may require an employee to take annual leave, or such portion of it as can be taken, during a shut down period. An employee who does not have sufficient accrued annual leave may by agreement with the Company take leave without pay and/or access annual leave in advance.
- (d) An employee will not be required under this sub-clause to take a period of annual leave during more than two shut downs over the life of this Agreement.

23.3.3 Any exercise by the Company in any year of the right to shut down a section under this clause will not prejudice the Company's right to operate any section of the Mill in any subsequent year without a shut down.

23.3.4 Where an employee has accrued two years annual leave the Company may direct that employee to take reasonable leave after not less than six weeks' notice by the Company.

23.4 Dayworkers

23.4.1 A Dayworker will be paid annual leave loading of 17.5% when taking annual leave.

23.4.2 When taking annual leave it will be debited on an hour for hour basis.

23.4.3 An employee will be entitled to apply to take leave on six weeks' notice and the Company will not unreasonably reject that application.

23.5 Continuous Shiftworkers

23.5.1 The Continuous Shiftworker annualised salary includes a component for annual leave loading calculated on the basis of average shift penalties in the roster.

23.5.2 A Continuous Shiftworker who has annual leave entitlements will be required, under normal circumstances, to take their annual leave in accordance with the Continuous Shiftwork roster. A Continuous Shiftworker accrues 5 weeks annual leave each year.

23.5.3 A Continuous Shiftworker may, in special circumstances, apply to take leave outside of the leave periods shown on the Continuous Shiftworker annual leave roster. The employee will be entitled to apply to take leave on six weeks' notice and the Company will not unreasonably reject that application. The granting of such an application will not diminish the employee's obligation to work the required number of shifts for that

calendar year. The required number of shifts to be worked will be the number of shifts shown on the Continuous Shiftworker annual leave roster pertaining to the employee's predominant crew.

- 23.5.4 Where the Company grants this application and the employee takes the entire 5 weeks entitlement in a single block, the employee will be allowed to be absent on annual leave for the 16 rostered twelve hour shifts in exchange for 5 weeks of leave entitlement. This arrangement ensures that an employee is able to take a continuous 5 week annual leave period. This arrangement does not diminish the employee's obligation to work the required number of shifts applicable to that calendar year.
- 23.5.5 Where leave is not taken as a single block, annual leave will be debited on an hour for hour basis and is to be taken so that the employee receives 5 weeks annual leave and no more or less and is to be taken so that the employee receives 5 weeks annual leave and no more or less (or pro-rata where the accrual is less than 5 weeks). Again, the obligation to work the required number of shifts is not diminished.
- 23.5.6 An employee will take annual leave at a time agreed with the Company or as determined by the Continuous Shiftworker annual leave roster.
- 23.5.7 Where a Continuous Shiftworker has a leave balance that exceeds the number of hours required to cover rostered leave commitments for the remainder of the calendar year, the employee will be entitled to apply to take that leave and the Company will not unreasonably reject that application.

23.6 Public Holidays during Annual Leave

- 23.6.1 Annual leave will be exclusive of Public Holidays prescribed by this Agreement. Provided that the period where an employee is absent on annual leave may include Public Holidays for the purpose of allowing for shift rostering, in which case Public Holidays falling during any period of annual leave will be paid at the annualised salary in addition to the payment of annual leave.

23.7 No cashing out of Annual Leave and purchase of additional Annual Leave

- 23.7.1 Payment will not be made or accepted in lieu of annual leave except in respect of accumulated entitlement on termination of service or as provided by clause 23.7.2.
- 23.7.2 By agreement between the Company and an employee, a "purchased leave" arrangement may be implemented under which the employee chooses to forgo an amount payable to the employee in relation to the performance of work but receives a corresponding additional amount of annual leave. The maximum amount of purchased additional leave is two weeks per year. If this purchased leave is not used within the 12 month period, the additional purchased leave will be repaid to the employee at the end of the particular year. It is intended that the purchased leave arrangement will operate from 1 July to 30 June each year.

24. PERSONAL/CARER'S LEAVE (INCLUDING SICK LEAVE)

24.1 Personal Leave includes:

Sick Leave: for personal illness or non-compensable injury.

Carer's Leave: for the primary care or support to a member of the employee's immediate family or household as a result of illness, injury or unexpected emergency.

Compassionate Leave: when a member of the employee's immediate family or household contracts or develops an illness or injury that either poses a serious threat to life or results in their death.

25. ESTABLISHING AN ATTENDANCE CULTURE

25.1 The parties to this Agreement will share responsibility and accountability in establishing a work environment that encourages an attendance culture at work including:

- ensuring a safe and healthy workplace.
- promoting healthy employees by supporting workplace health initiatives.
- recognising and managing potential mental health factors.
- being approachable and considerate and supporting the view that leave provisions are an employee's insurance against future illness rather than an entitlement that must be used.
- providing awareness of available support e.g. Employee Assistance Program (EAP).

25.1.1 The Company will implement a standardised process for communicating and reporting unplanned absences and will communicate these expectations to existing and new employees.

25.1.2 Direct communication with individual employees about their individual absence records can also offer a positive approach towards establishing a culture that encourages attendance. Managers will ensure the induction for all new employees includes:

- expectations regarding attendance in general.
- how to report illness and injury related absences and what evidence the employee needs to provide.
- support services available.

25.2 Entitlements

25.2.1 An employee will be entitled to paid absence for sick and carer's leave throughout a period of continuous employment with the Company for up

to 52 weeks per year excluding Apprentices who will accrue 10 days per year.

25.2.2 Payment will be made at the rate the employee would have earned had they not been absent.

25.2.3 An employee is entitled to compassionate leave in addition to the sick and carer's leave entitlement as follows:

- Up to two days compassionate leave on each occasion a member of their immediate family, or a member of their household, contracts or develops a personal injury that poses a serious threat to life.
- Up to 3 days compassionate leave upon the death of a member of their immediate family, or a member of their household.

Compassionate leave does not accrue.

25.3 Sick Leave

25.3.1 For an employee absent from work on account of personal illness, personal leave will be paid at the rate the employee would have earned had they not been absent provided the employee advises the Company as early as possible of their inability to attend duty, stating as far as practicable the nature of the illness or injury and the estimated duration of the absence(s).

25.3.2 Single and two day absences

The Company will not require an employee to provide a medical certificate or statutory declaration for three single days or, one period of two consecutive days absence of Personal Leave that the employee takes in a calendar year.

25.3.3 Evidence

Other than as in 25.3.2, for all other personal leave in relation to sick leave, an employee will provide evidence to the satisfaction of the Company that they have a legitimate reason for the absence from work. The employee will complete a sick leave form indicating the nature of the absence and supply a medical certificate from any registered medical practitioner or such evidence as would satisfy a reasonable person to substantiate the absence.

25.3.4 Immediately following each absence (single or multiple) the relevant superintendent or manager will meet and discuss the absence with the employee.

25.3.5 Where an employee has greater than 10 days off in a calendar year, the employee and the relevant superintendent or manager will meet and discuss the absence and opportunities to assist where required. This may include the development of an attendance plan, and/or any further absences the employee is to provide a medical certificate from a registered medical practitioner.

25.3.6 Alternative duties may be found for an employee which complies with their capacity to complete the inherent requirements of the role, where

the business needs to fill the position, and where there is no risk of aggravation of injury.

25.4 Carer's Leave

25.4.1 Carer's Leave may be taken where an employee is required to provide care or support to a member of their immediate family or household as a result of sickness, injury or unexpected emergency.

25.4.2 Payment will be made at the rate the employee would have earned had they not been absent.

25.4.3 A statutory declaration or a supporting medical certificate from a registered medical practitioner is required for all Carer's Leave absences.

25.4.4 Where practicable, arrangements which require Carer's Leave should be made outside of rostered working hours.

25.4.5 Carer's Leave does not break the employee's continuity of service.

25.4.6 Unpaid Carer's Leave will be available when paid Carer's Leave entitlements are exhausted and will be reasonably granted upon request provided that:

- (a) the employee notifies the Company of the absence as soon as reasonably practicable, and
- (b) the employee provides a medical certificate from a registered medical practitioner that substantiates such illness, injury or unexpected emergency for each day of absence.

25.5 Compassionate Leave

25.5.1 An employee may take Compassionate Leave when a member of the employee's immediate family or household:

- (a) Contracts or develops a personal injury or illness that poses a serious threat to their life; or
- (b) Dies

25.5.2 Proof of the need for Compassionate Leave will be in accordance with the NES.

25.5.3 This entitlement will not apply when the period coincides with an absence on other leave, except annual leave. Annual leave hours will be credited at the rate at which they were deducted.

25.6 Payout of Entitlements

Where an employee dies, retires due to old age or incapacity, or their employment terminates after ten years continuous service for other than reasonable cause, any unused personal/carer's leave entitlement standing to the employee's credit will be paid at their normal hourly wage rate. Provided that this clause will not have effect while this Agreement is in operation.

25.7 Ex-Service Person

25.7.1 This sub-clause applies to an ex-serviceman who

- (a) has served in a theatre of war, and
- (b) has a disability accepted by the Repatriation Department as war caused, and
- (c) has exhausted their personal leave credits.

25.7.2 If such an ex-serviceman has worked for part of the year, but becomes too ill to work (whether such illness be war caused or not) before the ex-serviceman's next personal leave credit becomes due, the ex-serviceman will be entitled in that year to special non-cumulative personal leave to cover such further illness up to a maximum of a further 12 month accrual (76 hours).

26. LONG SERVICE LEAVE

26.1 Period of Leave

An employee will accrue Long Service Leave at the rate of 0.933 weeks per year of service.

26.2 Calculation of Service

26.2.1 Long Service leave will be computed from the date of commencement of employment.

26.2.2 Long Service leave which is accrued prior to the 9th January 2010 will be calculated and the hours established for each person. The value of this accrual will not increase until the newly accruing rate exceeds the locked in rate. These leave hours must be taken before any leave accrued post the 9th January 2010.

26.3 Taking of Long Service Leave

26.3.1 Long Service Leave may be taken after the completion of 10 years' service.

26.3.2 Where agreed by the Company, pro rata Long Service Leave may be taken after 7 years continuous service.

26.3.3 Pro rata Long Service leave entitlements will apply if employment comes to an end for any reason after 7 years continuous service.

26.3.4 Where an employee is retrenched pro rata long service leave entitlements will apply after five years continuous service.

26.3.5 Long Service leave will be given and taken in a continuous period, or if the employee and the Company agree, in two or more separate periods.

26.3.6 Long Service Leave taken will be paid at the applicable hourly rate at the time of the leave.

26.3.7 Employees may elect to receive half pay whilst on Long Service Leave, thus enabling an employee to take twice as much time off for the same payment.

26.4 Dayworkers

26.4.1 When taking Long Service leave it will be debited on an hour for hour basis.

26.5 Shift Workers

26.5.1 When taking Long Service leave it will be debited on an hour for hour basis.

26.5.2 Applications for Long Service leave must be submitted at least six weeks prior to taking the leave and must be approved by the Company.

26.6 Public Holidays during Long Service Leave

26.6.1 Long Service leave will be exclusive of Public Holidays prescribed by this Agreement.

27. UNPAID PARENTAL LEAVE

27.1 Parental Leave will be in accordance with the NES.

27.2 A period of parental leave does not break an employee's continuity of service but it does not count as service for the purpose of leave accrued after an absence of 28 days.

27.3 Paid Parental Leave

27.3.1 An Employee is entitled to one (1) week of paid parental leave at the weekly wage in lieu of one week of unpaid parental leave.

28. SPECIAL LEAVE

Any other leave may be granted to an employee on such terms and conditions as may be determined by the Departmental Manager and while service will be deemed continuous, accrual of leave and any other benefits will cease after 28 days.

29. JURY SERVICE

29.1 An employee called to attend for jury service during ordinary working hours will:

29.1.1 notify the Company as soon as possible of the date of attendance; and

29.1.2 provide proof of attendance, the duration of such attendance and the amount received for attending.

29.2 The employee will be reimbursed by the Company the difference between:

29.2.1 the amount paid whilst attending for jury service, and

29.2.2 the amount the employee would have received in respect of their weekly wage.

30. COMMUNITY SERVICE LEAVE

- 30.1 Voluntary emergency management activity is a voluntary activity that involves dealing with an emergency or natural disaster.
- 30.2 The employee must be a member of a recognised emergency management body and that body must request the employee to engage in the activity.
- 30.3 An employee is entitled to Community Service Leave for the period during which the employee engages in eligible community service activity plus reasonable travelling time associated with the activity and reasonable rest time immediately following the activity. The employee's absence must be reasonable in all circumstances.
- 30.4 The employee must notify the Company of expected period of absence as soon as practicable. The Company will require the employee to provide reasonable evidence that the absence from work is because the employee is engaging in an eligible community service activity.

31. PUBLIC HOLIDAYS

- 31.1 Public Holidays will be in accordance with the NES. At the commencement of this Agreement Public Holidays are:
- 1 January (New Year's Day);
 - 26 January (Australia Day);
 - Good Friday;
 - Easter Monday;
 - 25 April (Anzac Day) or such other day which will be substituted when Anzac Day falls on a Saturday or Sunday;
 - the Queen's birthday holiday (on the day on which it is celebrated in Victoria);
 - 25 December (Christmas Day);
 - 26 December (Boxing Day);
 - any other day, or part-day, declared or prescribed by or under a law of Victoria to be observed generally within Victoria, or a region of Victoria, as a Public Holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the regulations from counting as a Public Holiday.
- At the commencement of this Agreement, these additional Victorian Public Holidays are Labour Day, Easter Saturday, Easter Sunday, the Friday prior to the AFL Grand Final and Melbourne Cup Day.
- 31.2 In addition to the Public Holidays set out above, Maryvale Day will be treated as a Public Holiday without loss of pay.
- 31.3 The Company and an individual employee may agree to substitute another day for any prescribed in this clause.

- 31.4 Subject to the exceptions prescribed in sub-clause 20.9 of the Agreement, a Continuous Shiftworker not rostered for ordinary hours, and a Dayworker required for essential maintenance or other essential work which cannot be reasonably postponed, may be requested to work on any of the days listed in clause 31 if required by the Company and will be paid at the rate of double time and one half of the Overtime Hourly Rate.
- 31.5 Public Holiday during Leave
- A public holiday prescribed by this Agreement occurring during the taking of annual leave or long service leave shall be added to the period of such leave.
- 31.6 Requirement to work on a Public Holiday
- 31.6.1 An employee who accepts a request by the Company to work on any of the said Public Holidays will be paid for a full day or shift. Provided that this sub-clause will not apply to:
- (a) an employee who ceased work on the Public Holiday concerned without the authority of the Company; or
 - (b) work of not more than four hours duration and of which an employee has received at least twenty-four hours' notice that is performed by an employee immediately following or immediately preceding time worked by the employee on the day before or the day after such holiday, as the case may be.
- 31.6.2 In the following circumstances an employee will be paid in respect of the relevant Public Holidays as though the employee had continued employment without interruption:
- (a) If the Company closes down the Mill for a period which includes the Easter or Christmas Public Holidays, and:
 - (i) the employee is discharged (other than for misconduct) by the Company less than fourteen days before the shut-down period, and
 - (ii) that employee is re-engaged by the Company not more than fourteen days after the shut-down period.
 - (b) Where the Company terminates the employment of an employee other than for misconduct within one week of a day on which a Public Holiday occurs as in this agreement, the employee will be paid for such holiday, provided that such employee has been employed by the Company for a continuous period of at least one month.
 - (c) Where the shift roster prescribed in accordance with clause 17.4 of this agreement provides for the ordinary hours for a Continuous Shiftworker to commence after midnight on Sunday and finish after midnight on Friday, and the Company regularly treats any part of a Tuesday following a Monday which is a holiday prescribed by sub-clause 31.1 to be part of that holiday then the Company will be entitled to treat an equal part of any Friday which is a holiday prescribed by sub-clause 31.1 as part of ordinary working hours.

- (d) Provided that an equal part of the following Saturday is regarded as part of that holiday; and provided further that, if the majority of the employees concerned so desire, the shift roster for the week concerned will be changed in accordance with clause 17.5 to commence at 12 midnight on the Sunday or such other time as may be mutually agreed between the Company, the employees and their representatives.

31.7 Public Holidays on a non-rostered week day

- 31.7.1 Except where the non-rostered day falls on a Saturday or a Sunday, where a full-time Dayworker's ordinary hours of work are structured to include a day off and such day off falls on a Public Holiday, the employee is entitled to a substitute day off on an alternative week day agreed with the Company.
- 31.7.2 This provision does not apply to Continuous Shiftworkers as payment for all Public Holidays (worked and non-rostered) has been calculated in the Continuous Shiftworker annualised salary.

PART 7 - GRIEVANCE & DISPUTE SETTLEMENT

32. GRIEVANCE AND DISPUTE SETTLEMENT PROCEDURE

- 32.1 It is agreed that every endeavour will be made to amicably resolve grievances or disputes over the application of this Agreement, where they arise, by direct consultation between the parties in dispute. Issues should be resolved at the site level wherever possible.

Speedy and efficient resolution of disputes

- 32.2 To facilitate the speedy and efficient resolution of disputes:
- 32.2.1 the party with the grievance must notify the other party at the earliest opportunity of the problem;
- 32.2.2 throughout all stages of the procedure all relevant facts must be clearly identified and recorded; and
- 32.2.3 sensible time limits must be allowed for completion of the various stages of discussion. However, the parties must co-operate to ensure that the dispute resolution procedure is carried out as quickly as possible.
- 32.3 If any party fails, within a reasonable time, to follow (or clearly indicates its intent not to follow) any step of this procedure then the non-breaching party will not be obligated to continue through the remaining steps of the procedure, and may immediately bypass the earlier steps of the dispute resolution procedure outlined below, and progress immediately to the Commission.

Procedure to be utilised

- 32.4 Any dispute/s or grievance over the application of this Agreement or in relation to the National Employment Standards will be dealt with in the following manner:

- 32.4.1 The employee concerned will first meet and confer with their immediate supervisor. The employee/s may choose any another person to act on their behalf including a shop steward or delegate of their Union. An employee representative will be allowed the necessary time during working hours to discuss the matter with the employee/s and the supervisor.
- 32.4.2 If the matter is not resolved at such a meeting the parties will arrange further discussions involving more senior management as appropriate. The employee may choose to invite a Union official or any other representative to be involved in the further discussions if they so elect. The Company may also invite a representative to be involved in the discussions.
- 32.4.3 If the matter remains unresolved the Company may refer it to a more senior level of management or to another representative. The employee may continue to involve a representative and may choose to invite a more senior Union official or any other representative of the Employee to be involved in the discussions.
- 32.4.4 In the event there is still no agreement the parties will commence a cooling off period of not less than 2 days to assess their respective positions. The process will then resume for one more attempt at clause 32.4.3. In the event the meeting at clause 32.4.3 is held and again proves unsuccessful, parties then progress to the Commission.
- 32.4.5 If the matter remains unresolved it will be submitted to the Commission for conciliation and/or arbitration in which the arbitrated decision, subject to the parties' rights of appeal, will be accepted.
- 32.5 Whilst the processes are being followed the parties will be committed to avoid stoppages of work, lockouts or other bans or limitations on the performance of work and the Company will ensure that all practices applied during the operation of the procedure are in accordance with safe working practices and consistent with established custom and practice in accordance with this Agreement.
- 32.6 Until the matter is determined, work will continue to be performed in accordance with the Agreement under the reasonable direction of the Company without prejudice to the final outcome of the dispute resolution procedure except to the extent the employee has a reasonable concern about an imminent risk to their health or safety.
- 32.7 Subject to the relevant provisions of the OH&S Act, even if the employee has a reasonable concern about an imminent risk to their health or safety, the employee must not unreasonably fail to comply with a direction by the Company to perform other available work, whether at the same enterprise, that is safe and appropriate for the employee to perform.

Additional powers of the Tribunal

- 32.8 On a dispute being notified to it, the Commission may exercise such powers and functions as the parties agree are appropriate at the time.
- 32.9 On the agreement of the parties, the Commission can do the following:
 - (a) take evidence on oath or affirmation;

- (b) make an order in relation to all or any matters in dispute including an interim order and an order for specific performance of the terms of the Agreement (the term “order” used in this clause does not mean an order for the purposes of the Act. Rather, an order made under this procedure has effect as if it were a term of this Agreement);
- (c) give a direction, in the course of, or for the purpose of, the hearing or determination of the matter in dispute;
- (d) hear and determine the matter in dispute in the absence of a party who has been summoned or served with a notice to appear;
- (e) sit at any place;
- (f) conduct its proceedings, or any part of its proceedings, in private;
- (g) adjourn to any time and place;
- (h) refer any matter to an expert and accept the expert’s report as evidence;
- (i) direct parties to be joined or struck out;
- (j) allow the amendment, on such terms as it considers appropriate, of any application or other document relating to any proceeding;
- (k) correct, amend, or waive any error, defect or irregularity, whether in substance or form;
- (l) summon before it the parties to the Agreement, witnesses or any other person whose presence the Commission considers would help in the hearing or determination of the matter in dispute and compel the production before it of documents and other things for the hearing and determination of the matter in dispute; and
- (m) generally give all directions and do all such things as are necessary or expedient for the speedy and just hearing and determination of the matter in dispute.

32.10 Rights of employee representatives during the dispute resolution process

32.10.1 Employee representatives have a continuing role when requested by an employee/s to deal with grievances in accordance with the procedures outlined above.

32.10.2 An employee duly elected as an employee representative will notify the Company of their election and will be recognised as such by the Company.

32.10.3 The elected employee representative will be allowed reasonable time during working hours to discuss on site with:

- (a) the Employees;
- (b) the Company;

(c) the Company's representative; and/or

(d) their Union,

in relation to matters affecting employees which are grievances, in accordance with the procedures outlined above.

32.10.4 Where agreed between the parties, an employee representative who is required to attend any Commission proceedings relating to matters directly involving the Company and its employees will receive their normal entitlements for the hours for which they were scheduled to work for that day.

32.10.5 It is a condition of this Agreement that the Company and the employee representative ensure work continues normally in circumstances where grievances or issues are being resolved and that they are progressed through the Dispute Settlement Procedure in this Agreement.

33. CORRECTIVE BEHAVIOUR PROCEDURE

33.1 The purpose of the Corrective Behaviour Procedure is:

33.1.1 to correct undesirable behaviour of a minor and/or major nature, in its early stages, so as to ensure that the employee does not jeopardise their ongoing employment.

33.1.2 to enable the Company to fairly and effectively deal with those employees who fail to respond to the warnings that they have received for minor and/or major breaches of discipline.

33.1.3 to reinforce the Company's right to summarily dismiss an employee who is guilty of any act or omission, which is considered to be of an extremely serious nature.

33.2 Employees are entitled to have an employee representative of their choice present at any step within the disciplinary process.

33.3 Employees or their representatives may request counselling at any step within the disciplinary process. The Company has the right to offer counselling at any step within the disciplinary procedure. The employee has the right to accept or reject this counselling.

33.4 Counselling

The purpose of providing counselling is to:

(a) Establish whether there are any mitigating circumstances that could be causing the undesirable behaviour;

(b) Explain to the employee why the behaviour is undesirable;

(c) Offer advice and/or guidance on what assistance is available to assist the employee in correcting their behaviour; and

(d) Advise the employee of the possible consequences that will occur if the current undesirable behaviour continues.

33.5 Appeal Process

An employee may appeal any decision, or any penalty that is applied, at any step within the disciplinary procedure. The employee or their representative will initiate this by lodging an "Application to Appeal" form with the Manager of the person who was responsible for making the decision, or applying the penalty, which is being disputed. The Manager with whom the "Application to Appeal" form is lodged will set a date, time and venue for conducting the appeal hearing and will advise the employee and/or their representative of these details. The Manager must endeavour to conduct the appeal hearing as soon as is practicable. This clause in no way confers a right or remedy in relation to termination of employment for a reason that is harsh, unjust or unreasonable.

33.6 Minor Breaches

33.6.1 The following hierarchy of penalties will apply for minor/major disciplinary breaches:

- (a) Level 0. Clear record
- (b) Level 1. Informal talk
- (c) Level 2. Formal reprimand
- (d) Level 3. First written warning
- (e) Level 4. Second written warning
- (f) Level 5. Final written warning
- (g) Level 6. Suspension without pay
- (h) (5 Shift Work, 4 shifts / Daywork, 5 days – see note 1 clause 33.9)
- (i) Level 7. Termination of Employment

33.6.2 An employee will move one step higher through these penalty levels for each proven minor breach of discipline. Examples of minor disciplinary breaches include, but are not limited to:

- (a) Excessive absenteeism.
- (b) Poor work performance.
- (c) Abusive language.
- (d) Poor timekeeping.
- (e) Leaving the immediate work area, except in the cases of carrying out normal duties, without permission from their supervisor. Leaving the site without permission is considered to be serious misconduct, not a minor breach.
- (f) Failing to promptly report to an alternative work area when directed to do so.

- 33.6.3 All warnings will remain in force for a period of 12 months from the time the breach is recorded. After all warnings have expired the employee's record will be cleared. Employee representation, counselling and the appeal process, as outlined earlier in this clause, are available at every step of this process. If the facts as to whether or not a breach has occurred are in dispute, the talk, reprimand, written warning or suspension will stand and the appeals process will be used to determine the validity of the ruling.
- 33.6.4 An employee has the right to view their record at any practicable time to establish where he/she currently sits on the above hierarchy. Each time the employee returns to Level 0, their record will be placed into the sealed section of their personnel file and will not be used for the purpose of future disciplinary action. The sealed section can be released to line management if the conduct or behaviour of the employee concerned is such that, if it were ignored, in certain circumstances it is reasonably likely to expose the Company to future legal liability in respect of occupational, health, safety or discrimination matters.
- 33.6.5 If an incorrect level of penalty is applied, for example – a person receives an Informal talk when they should have received a Formal Reprimand, this will be corrected as soon as practicable after the error is detected.

(a) Level 1. Informal talk

The employee will be spoken to by their Maintenance Superintendent with regards the minor breach that has occurred. The Maintenance Superintendent that has spoken with the employee will fill out a "Notification of Informal Talk" form and forward this to the Maintenance Manager of the area as a record of this talk being given.

(b) Level 2. Formal reprimand

The employee will be spoken to by a Staff Representative with regards to the minor breach that has occurred. The Staff Representative that has spoken with the employee will fill out a "Notification of Formal Reprimand" form and forward this to the Manager of the area as a record of this reprimand being given. The employee and their representative will also be provided with a copy of the form.

(c) Level 3. First written warning

The employee will be spoken to by a Staff Representative with regards to the minor breach that has occurred. The Staff Representative will fill out a "First written warning" form to record this discussion. This form, or a copy of this form, will be placed on the employee's personnel file. The employee and their representative will also be provided with a copy of the form.

(d) Level 4. Second written warning

The employee will be spoken to by a Staff Representative with regard to the minor breach that has occurred. The Staff Representative will fill out a "Second written warning" form to record this discussion. This form, or a copy of this form, will be placed on the employee's personnel file. The employee and their representative will also be provided with a copy of the form.

(e) Level 5. Final written warning

The employee will be spoken to by a Staff Representative with regard to the minor breach that has occurred. The Staff Representative will fill out a "Final written warning" form to record this discussion. This form, or a copy of this form, will be placed on the employee's personnel file. The employee and their representative will also be provided with a copy of the form.

(f) Level 6. Suspension without pay

The employee will be stood down by a Staff Representative pending the arrangement of a hearing. At the hearing the employee will be informed of the penalty for the current breach and will again be warned that any further minor breach of discipline will result in a hearing at which the employee will be dismissed. The Staff Representative will fill out a "Notification of Suspension" form to record this penalty. This form, or a copy of this form, will be placed on the employee's personnel file. The employee and their representative will also be provided with a copy of the form.

(g) Level 7. Termination of Employment

The employee will be stood down by a Staff Representative pending the arrangement of a hearing. At the hearing the employee will be formally dismissed. The Staff Representative will fill out a "Termination of Employment" form to record this penalty. This form, or a copy of this form, will be placed on the employee's personnel file. The employee and their representative will also be provided with a copy of the form. The dismissed employee will be escorted to their locker to collect personal belongings before being escorted from the site. The dismissed employee's gate pass will be cancelled immediately that they leave the site.

33.7 Major Breaches

On occasions, a breach of discipline may be considered to be of a more significant nature than a minor breach but be less serious than those issues that fall under the scope of serious misconduct, which is outlined later in this clause. Breaches of this nature will be deemed to be major breaches. For each proven major breach, an employee will move two steps higher through the penalty levels if the employee is already at levels 0 to 4 or one level if the employee is already at levels 5 or 6.

33.8 Serious Misconduct

The parties agree that the "Contract of Employment" provisions of the Agreement provide the Company with the right to dismiss employees without notice for serious misconduct. Serious misconduct includes, but is not limited to:

- (a) Wilful or deliberate behaviour that is inconsistent with the continuation of the contract of employment
- (b) Conduct which causes an imminent and serious risk to the health and safety of any person or to the reputation, viability or profitability of the Company's business
- (c) An employee engaging in any of the following in the course of employment:
 - (d) Assault
 - (e) Fighting
 - (f) Theft or the unlawful possession of Company property
 - (g) Fraud or dishonest claims for payment
 - (h) Wilful damage or sabotage
 - (i) Refusing to carry out work tasks as required under this Agreement or refusing to carry out a lawful and reasonable instruction that is consistent with the employee's contract of employment
 - (j) Wilful neglect of duty, rules or instructions leading to injury, endangering others, endangering the environment or damage to machinery or equipment

33.8.1 A person charged with serious misconduct will be suspended with full pay pending a hearing. A person who is suspended will leave the site immediately upon notification of the suspension. The person carrying out the suspension will advise the relevant Maintenance Manager or equivalent of the suspension within 24 hours.

33.8.2 The relevant Maintenance Manager will set a date, time and venue for conducting the disciplinary hearing and will advise the employee and/or their representative of these details. The Manager must endeavour to conduct the disciplinary hearing as soon as is practicable. The disciplinary hearing will determine the facts surrounding the alleged serious misconduct and if the charge is proven then an appropriate penalty will be imposed. The Manager is not compelled to dismiss the employee concerned. The Manager may move the employee to any level on the hierarchy of penalties if he/she decides that the serious misconduct does not warrant dismissal. This clause in no way confers a right or remedy in relation to termination of employment for a reason that is harsh, unjust or unreasonable.

33.9 Note 1

33.9.1 Continuous Shiftworkers rostered to follow the 12 hour shift roster will be suspended for 4 shifts and will lose ordinary time earnings totalling 48 hours. Penalties will not be deducted for these 4 shifts. This is to ensure that an even penalty is applied to all employees following this roster regardless of whether the 4 shifts for which they have been suspended occur during the week or over weekends and Public Holidays.

33.9.2 Day workers will be suspended for 1 week and will lose ordinary time earnings for that week. Weekend work and payment for Public Holidays are not to be affected by this suspension.

33.9.3 All other Shift Workers will be dealt with on a case by case basis with an aim of penalising the employee by a minimum of 40 hours and a maximum of 48 hours of ordinary time earnings. Again, penalties and payment for Public Holidays are not to be affected by this suspension.

PART 8 - MISCELLANEOUS

34. CONSULTATION ABOUT CHANGE

34.1 Purpose of Consultation

Consultation means discussion of an issue(s) between the Company, Employees, their representatives and Union(s) with the intent of providing the employees, representatives and Union(s) with a bona-fide opportunity to influence the Company to make a better informed decision in their final assessment.

34.2 In this clause 34:

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

34.3 Where the Company has identified a significant workplace change the Company will:

34.3.1 Prior to the implementation of significant workplace change, provide notification about the change to all relevant employees.

34.3.2 Consult with relevant employees and their representatives to discuss the nature, extent and rationale of the significant change at the earliest opportunity.

34.3.3 Seek suggestions from relevant employees and/or their representatives on the proposed changes to evaluate all alternatives and make better informed decisions.

34.3.4 After such consultation the Company will implement changes it deems necessary.

34.4 For the purpose of this clause, the following examples could be considered significant workplace change:

34.4.1 Reorganisation of the workforce

34.4.2 Reorganisation of workshops

34.4.3 An increase or reduction of manning numbers

34.4.4 Closure of a section of plant or equipment

34.4.5 The addition of major plant or equipment

34.5 Change to regular roster or ordinary hours of work

Nothing in this clause derogates from other obligations upon the Company prescribed by this Agreement.

34.5.1 Where the Company proposes to introduce a change to the regular roster or ordinary hours of work of employees:

- (a) the Company must notify the relevant employees of the proposed change; and
- (b) sub-clauses 34.5.2 to 34.5.6 apply.

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

34.5.3 If:

- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- (b) the employee or employees advise the Company of the identity of the representative;

the Company must recognise the representative.

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

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

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

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

35. ACCIDENT MAKE UP PAY

- 35.1 An employee injured on duty and unable to continue at work will be paid in full:
- (a) when on normal day or shift, for the remainder of that day or shift; or
 - (b) when on overtime, for the remaining hours which would have been worked.
- 35.2 The Company will make up to the PIAWE (less any payments under a welfare or similar scheme subsidised by the Company) the workers compensation weekly payments of an injured employee, subject to the following conditions:
- (a) Make-up payments will not be continued for longer than 52 weeks from the date of the injury, nor beyond the time, within that period, of a claim for damages being granted.
 - (b) Subject to sub-clause ((c) make-up payments will be paid in the next pay period following submission of first certificate and a valid claim form. Payments will not be back-dated prior to submission of these reports, unless they are submitted within seven days of the date of injury.
 - (c) Make-up payments will not be commenced until liability for the payment of workers compensation is accepted.
 - (d) Make-up payments will not be continued if the employee refuses to participate in any necessary medical examination or Occupational Rehabilitation Program.
 - (e) In the case of a claim for damages against the Company being granted, the make-up payments already made will be to that extent a satisfaction of the judgement. In the case of a claim for damages against a third party being successful, the make-up payments will be refunded by the employee to the Company out of the damages received.
 - (f) In the case of a part-time employee and limited term employee, wages will be made up to the PIAWE for the normal time worked by that employee.

36. JOURNEY ACCIDENT INSURANCE

The Company will provide insurance cover for employees whilst on the journey from their residence to their place of work and return. The insurance will provide for payment of wages to an employee who sustains an injury and loses time from work as a result.

37. SAFE SYSTEMS OF WORK

The parties to this Agreement will abide by:

37.1.1 Safe Systems of Work

- 37.1.2 All personnel to carry out all required safe work systems including but not limited to Job Safety Analyses and Basic RIC responsibilities, as a minimum. They will attend any related training required.

- 37.1.3 Leading Hands to carry out Intermediate RIC responsibilities as a minimum under the Permit to Work system, and to attend any related training required.

38. SECURITY OF EMPLOYMENT

- 38.1 The Parties are committed to the long-term viability of the business which, in turn, maximises job security for permanent employees.
- 38.2 Any reduction in the number of employee positions will be achieved through either redundancy or natural attrition. Natural attrition shall mean planned retirement by an employee, voluntary resignation by an employee, employee promotion or voluntary redeployment of an employee, employee exit due to incapacity, or the circumstances specified in sub-clause 38.3.
- 38.3 This clause does not prevent the Company taking disciplinary action according to this Agreement in instances of individual misconduct or failure to perform the duties specified.
- 38.4 Without changing the effect of clause 39 or Appendix F, the parties acknowledge:
- 38.4.1 Contractors and labour hire companies may be used for the performance of work on the Maryvale Mill site and associated infrastructure from time to time to meet workloads provided that the job security of Employees is not affected.
- 38.4.2 Whilst this Agreement remains in operation the Company will not retrench, make redundant, or otherwise terminate the employment of an Employee covered by this Agreement in order to replace such Employee(s) with a contractor.

39. CONTRACTORS

- 39.1 Overview
- 39.1.1 The parties to this Agreement recognise the engagement of contractors at the workplace can be a contentious issue on site.
- 39.1.2 The parties have established the following requirements to ensure consultation is undertaken regarding the use of contractors. A set of supporting guidelines are found in Appendix F of this Agreement.
- 39.2 Definitions
- 39.2.1 'Specialist work' means scaffolding, fire system related work, painting, overhead crane related repair and/or installation work, roller door related work, roll grinding, in situ machining, conveyor belt repair and replacement and/or communication/media equipment work or other specialist work that requires specialised skills or licensing not normally performed by the Employees.
- 39.2.2 'Contractor' means:
- (a) a contractor;
- (b) an employee or sub-contractor of a contractor; and/or

- (c) any other person or entity who/which is not a direct employee of the Company.

39.2.3 'Work':

- (a) means any duties and/or tasks, which would be covered by this Agreement if performed by an Employee, in respect of :
 - (i) the general, shutdown, startup, routine or breakdown repair and/or maintenance of the assets and/or resources; and
 - (ii) Stores work;
 - of the Maryvale Mill and operated by Opal Australian Paper;
- (b) notwithstanding anything else in this definition, includes duties and/or tasks that the Company has traditionally directed its employees to perform;
- (c) but at all times, does not include:
 - (i) Specialist work;
 - (ii) work that requires specialist equipment that cannot reasonably be obtained by the Company;
 - (iii) work that is a major:
 - (A) repair;
 - (B) modification;
 - (C) removal; or
 - (D) replacement,
 of plant and equipment
 - (iv) capital work such as the installation of new equipment, upgrading of equipment and "cut-ins" to connect the existing plant to the new or upgraded equipment;
 - (v) work of a civil nature; and
 - (vi) work performed away from Maryvale;
- (d) but is otherwise not determined by the volume of work or the skills, experience or qualification of the person performing the work; rather it is determined by the duties and/or tasks.

39.3 Consultation

- 39.3.1 Prior to Work being let to a contractor, consultation will take place between the employee(s) and the Supervisor/Engineer of the relevant area(s).
- 39.3.2 As part of the consultation process the Company undertakes to optimise the use of the Company's employees labour on site as much as possible, however this is depending on the needs of the site in relation to plant integrity, shutdowns, new work, modifications.

39.3.3 For the purpose of the consultation, the Company must inform in writing the relevant employees and their representatives of:

- (a) the name of the proposed contractor;
- (b) the type of work proposed to be given to the contractor; and
- (c) the likely duration.

39.3.4 Furthermore, the Company will endeavour no later than 14 days prior to the commencement of a contractor at the Maryvale Mill to advise the relevant employee representative of whether the Contractor will be performing Work. If a disagreement arises over this, the parties will confer to seek to resolve any disagreement about this as quickly as possible.

39.3.5 Following such consultation, the Company will allocate Work and work that is not Work as required to meet the needs of the business.

39.4 General Guidelines and Requirements

39.4.1 It is the Company's intention to utilise its employees to carry out Work and to drive area ownership.

39.4.2 It is not the preference of the Company to use contractors to perform Work at the expense of the employees.

39.4.3 Contractors will not be used to replace positions of the agreed permanent workforce.

39.4.4 In accordance with this clause, the Company may engage a contractor to meet its business objectives.

39.4.5 The Company will require contractors to ensure that they will

- (a) Comply with all OH&S requirements
- (b) Meet all technical standards
- (c) Comply with all operating procedures
- (d) Have all relevant permits, licenses and certificates
- (e) Have appropriate training for the task to be performed.

39.4.6 Standard amenities will be provided for a contractor.

39.4.7 All contractors must complete a safety induction program prior to working at Maryvale.

39.4.8 The Company will only engage, and continue to utilise, a contractor to do Work, who:

- (a) pay wages and conditions to its employees;
- (b) receive payments to itself (in the case of a sole trader/self employed contractor); and
- (c) make payments to sub-contractors,

that are no less favourable than that provided for in this Agreement for equivalent or similar work.

39.4.9 Where the Company engages a contractor to perform work that is not Work, they may be engaged by competitive tender.

39.4.10 Education

- (a) One of the key issues that arise is the day-to-day management of contractors to ensure the Company adheres to its obligations in this clause.
- (b) The Company intends to develop in consultation with the Unions an information pack. This information pack is designed to ensure all parties to this Agreement have first-hand knowledge so that decisions will be made consistent with the obligations and understanding of the parties.

39.5 Any disputes arising out of or relating to this clause will be dealt with through the disputes procedure of this Agreement.

40. REDUNDANCY

40.1 Redundancy Process

40.1.1 In the event of the closure of equipment or a process which results in a change to the Maintenance workload across the Mill, the following procedure will apply:

- (a) The principle of employing Opal Australian Paper tradespersons in the first instance for regular work.
- (b) If however, a review of the requirements of Maintenance work results in a reduction in the need for the Company's employee(s) in a particular area, where practicable and at the Company's discretion employee(s) will be transferred to alternate part(s) of the plant pending natural attrition.
- (c) If there are still excess personnel, then voluntary redundancies will be offered to the directly impacted employee(s).
- (d) If a directly impacted employee(s) wishes to remain in the Company's employment, the Company will seek voluntary redundancy applicant(s) from wider parts of the Mill.
- (e) In reference to sub-clauses (c) and (d) above, if there are more volunteers than required, the Company will assess volunteers and either approve or reject their application in the overall interests of the business. Approval will not be unreasonably withheld.
- (f) In the event that there are no volunteers, then the required number of employee(s) will be made involuntarily redundant.

40.2 Severance Payments

40.2.1 Should a position become redundant and an employee subsequently be retrenched, the employee will be entitled to the following payments:

- (a) All accumulated personal leave credits;

- (b) All accumulated annual leave credits including annual leave loading for Dayworkers;
- (c) Pro-rata long service leave if the employee concerned has five or more year's continuous service with the Company;
- (d) Four weeks' pay at the employee's weekly wage set out in Appendix C for each full year of service and pro-rata for part years.
- (e) Provide retrenched employees with any documentation required to obtain government support.
- (f) To provide funding up to \$2500 for this purpose, to an accredited external provider for any employee made involuntarily redundant, regardless of length of service.

40.2.2 Should a position become redundant and an employee be transferred to a lower paid job as part of natural attrition the employee concerned:

- (a) Will retain the hourly rate applicable to the redundant position on the basis of five weeks for each year of service permanently classified in the higher position, and pro-rata for part years, up to a maximum of twelve months.

Increases which occur after transfer will be absorbed until the make-up is eroded.

An employee will forfeit their right to retain the higher hourly rate of a redundant position if they refuse promotion to an appropriate higher paid position or if they, having been previously a Shift Worker refuse transfer from day work back to shift work.

- (b) Will have accrued entitlements for Long Service Leave, Annual Leave and Sick Leave up to the date of transfer calculated at the higher hourly rate applicable to the particular employee's classification immediately prior to transfer, and a letter detailing the calculation and guaranteeing the amount calculated as a minimum payment if they subsequently become eligible for such a payment will be given to the employee concerned.
- (c) Will be given training to enable them to progress to a position with a comparable weekly wage to that of their previous job.

40.2.3 The minimum payment for an employee with up to and including one year of service will be four weeks' pay and the minimum payment for an employee with more than one year and up to and including two years' of service will be eight weeks' pay.

40.2.4 These payments are subject to the employee concerned continuing in employment to a date determined by the Company. The Company may approve an earlier departure date based upon an individual employee's special circumstances provided this does not impede business needs.

40.2.5 Every effort will be made not to require employees to work beyond the agreed departure date. Where the Company extends an employee's departure date, the Parties will agree on an acceptable compensation arrangement.

40.3 Undertakings by the Parties

- 40.3.1 The Company undertakes to provide the earliest possible notice to the relevant employees of any permanent change affecting employment, and not less than one month to each person whose employment is to be affected
- 40.3.2 Employees undertake to ensure that during the period of notice given by the Company, operations will continue as normal.

40.4 Transfer of Business

- 40.4.1 Where a business or part of a business is transmitted from the Company to another employer and an employee, who at the time of such transmission was an employee of the Company, becomes an employee of the other employer:
- (a) The continuity of the employment of the employee is deemed not to have been broken by reason of such transmission; and
 - (b) The period of employment of the employee with the Company is deemed to be service with the other employer.
- 40.4.2 The Company will arrange for the new employer to confirm that it accepts continuity of employment.
- 40.4.3 In this clause, “transmission” includes transfer, conveyance, assignment or succession and “transmitted” has a corresponding meaning.

40.5 Exclusions

- 40.5.1 These Redundancy provisions do not apply to:
- (a) Employees who resign, retire or whose employment is terminated as a consequence of misconduct or poor performance;
 - (b) Employees for whom adequate alternative employment is found with another employer;
 - (c) Employees for whom a Workers Compensation redemption is processed, that is inclusive of employee resignation;
 - (d) Apprentices on completion of Apprenticeship;
 - (e) Probationary employees;
 - (f) Casual employees;
 - (g) Limited Term Employees where the term of employment ends by effluxion of time.

41. SUPERANNUATION

- 41.1 All employees will, as a condition of employment, participate in and contribute to a fund that offers a MySuper product being
- A preferred Superannuation Fund of their choice; or

- Plum Superannuation Fund ABN 20339905340 (Plan name: Opal and Australian Paper Superannuation Plan (sub-Plan of Plum Super)) (or other appropriate Fund as designated from time to time in lieu of that fund).

41.2 Company Contributions will be made in accordance with applicable legislation. At the commencement of the 2024 Agreement, the statutory contribution rate is 11%.

41.3 Employees may elect to make additional voluntary contributions on a pre-tax basis.

42. UNION MATTERS

42.1 Trade Union training leave

An employee nominated in writing by a Union, party to this Agreement, for attendance at a course of training, will be released on paid leave, by mutual agreement between the Company and the Union.

42.2 Trade Union meetings

An elected site union delegate who presents written documentation that establishes their need to attend an offsite meeting where they specifically represent Maryvale Employees will be released on paid leave, by mutual agreement between the Company and the Union.

42.3 Limits

The above training and meeting leave will not exceed 7 days for any one person and must not exceed 42 days for any calendar year per Union.

Provided that such leave will not be required for more than 6 employees per Union.

Any additional training leave will be arranged by agreement.

42.4 Employee representatives

An employee, properly appointed as an employee representative will, upon written notification to the Company from a Union party to this Agreement, be recognised as the accredited employee representative of the Union, and will be allowed the necessary time during working hours to consult and negotiate with the appropriate management representative on matters affecting the employees represented.

42.5 Notice boards

The Company will permit notice boards of reasonable dimensions to be erected in prominent positions at its Mill, upon which accredited Union representatives will be permitted to post formal Union notices signed or countersigned by the representative posting them. Any Union notice posted on a notice board that is not so signed or countersigned may be removed by the Company.

43. PROTECTIVE CLOTHING

- 43.1 The Company will provide employees with suitable protective clothing and footwear to enable them to perform their tasks in a safe and efficient manner.
- 43.2 The Company will provide employees with 4 pairs of Explorer socks per annum.
- 43.3 Should an employee's clothing become damaged or destroyed during the course of their work by fire or acid or other injurious substance, the Company will arrange suitable compensation for the clothing so damaged, or replace clothing so destroyed provided that protective clothing as prescribed by clause 43.1 was being worn at the time the damage occurred.

44. PERSONAL RECORDS

Employees will be entitled to view their personal records by request to the Company, at an arranged time, and will be entitled to a copy of their personal records upon request.

45. SALARY SACRIFICE

45.1 Novated Leases

All employees on the Maryvale site will be able to enter into a novated lease of a motor vehicle subject to the terms and conditions specified by the Company from time to time.

46. INDIVIDUAL FLEXIBILITY ARRANGEMENTS

- 46.1 In addition to and not in any way to limit the flexibilities that are set out in other parts of this Agreement, the terms in clause 46.4 may be varied by an Individual Flexibility Arrangement ("IFA").
- 46.2 The Company will not make an IFA unless the following conditions are satisfied.
 - 46.2.1 The IFA must be about matters that would be permitted matters if the arrangement were an Enterprise Agreement.
 - 46.2.2 The IFA must not include a term that is not an unlawful term if the arrangement were an Enterprise Agreement.
 - 46.2.3 The IFA must be genuinely agreed to by the Company and employee.
 - 46.2.4 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.
 - 46.2.5 The IFA must be able to be terminated:
 - (a) by either the employee or the Company giving written notice of not more than 28 days; or
 - (b) by the employee and the Company at any time if they agree, in writing, to the termination.
 - 46.2.6 The IFA must be in writing and signed;
 - (a) in all cases by the employee and Company; and

(b) if the employee is under 18 by a parent or guardian of an employee.

46.2.7 The IFA must be given to the employee within 14 days after it is agreed to.

46.3 It is a very serious breach of this Agreement if the Company enters into an IFA and the above conditions are not satisfied.

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

- Leading Hand rates;
- Make up Time;
- Time for taking of Meal Breaks;
- Staggering of Meal Breaks;
- Meal Breaks on Overtime before starting such overtime if the overtime is at the conclusion of the employee's ordinary working time; and
- Equitable distribution of overtime.

46.5 Employee Representation

46.5.1 Employees are entitled to be represented by the Union at every stage of this process.

46.5.2 If an employee has nominated the Union or another person as their representative they must be given a reasonable opportunity to participate in negotiations or discussions regarding the proposed making, variation or termination of an IFA.

46.5.3 Participation by the Union or any other representative does not mean that their consent is required prior to reaching an Agreement in relation to an IFA.

SIGNATURES

On behalf of the Company:

Signed:



Name: Rod Beales

Position Title: General Manager Workplace Relations

Date: 19 April 2024

Address: Building 1 572 Swan Street Burnley Victoria 3121

On behalf of the Employees:

Signed:



Name: Troy Gray

Title/Authority: State Secretary

Date: 22 April 2024

Address: Level 1, 200 Arden Street
North Melbourne VIC 3051

APPENDICES

Appendix A – Maintenance Career Path Principles

Table A		
Level	Classification	Qualifications
P2	Engineer	Has completed an engineering Associate Diploma in the appropriate field and has three years' experience in the industry
P3	Technical Tradesperson "A"	Has successfully completed 1200 hours of an Associate Diploma course in the appropriate field or equivalent hours of accredited training
P4	Technical Tradesperson "B"	Has successfully completed 900 hours of an Associate Diploma course in the appropriate field or equivalent hours of accredited training
P5	Advanced	Has successfully completed 600 hours of accredited training or has completed an Advanced Certificate or equivalent duration
P6	Advanced Tradesperson "B"	Has successfully competed 450 hours of accredited training or has 150 hours accredited training and has achieved an agreed level of competence as defined in P7.
P7	Special Class Tradesperson	Has successfully completed 300 hours of approved accredited training or had achieved an equivalent level of agreed competency gained through on the job experience.
P8	Engineering Tradesperson "A"	Has successfully completed 150 hours of approved accredited training or has achieved an equivalent level of agreed competency gained through on the job experience.
P9	Engineering Tradesperson "B"	Has successfully completed an apprenticeship and is the holder of a Trade Certificate or Tradesman's Rights Certificate.

NOTES:

- Streams encompassed by the above career path structure are mechanical and fabrication.
- The extent of skilling across trade streams will be determined by the level of training undertaking by the employee and in accordance with the current Agreement.

**TABLE B
ELECTRICAL / CONTROL CAREER PATH**

Level	Description	ACCREDITED Course
P9	ENGINEERING TRADESPERSON "B" Electrician A Grade License.	A Grade
P8	ENGINEERING TRADESPERSON "A" Electrician A Grade who has completed broad based skills.	A Grade
P7	ELECTRICAL / CONTROL TRADESPERSON An Electrician with an A Grade License who has completed broad based skills training and successfully complete all ten A modules of the accredited educational institutions or providers instrument making trade certificate or equivalent. OR	A Grade + 10 A modules
	A TAFE accredited Instrument Mechanic who has completed broad based skills training and an A Grade License. OR	Dual Trade
	An Electrician with an A Grade License who has completed an accredited recognised instrument making trade certificate and has completed broad based skills training.	Dual Trade
P6	ELECTRICAL / ELECTRONICS TRADESPERSON "B" Is a P7 Electrical / Control tradesman and has completed the accredited Basic Electronics Certificate or equivalent hours of post trade accredited subjects related to their work as assessed by the employers.	BEC or equivalent
P5	ELECTRICAL / ELECTRONICS TRADESPERSON	Advanced Certificate

Level	Description	ACCREDITED Course
	Is a P7 Electrical / Control tradesman and has successfully completed an Accredited Advanced Certificate course in a field approved by the employer.	
P4	TECHNICIAN TRADESPERSON "B" Is a P7 and has successfully completed 900 hours of an Associate Diploma.	

Appendix B – Apprentices

1. Apprentices

- 1.1. The intake of Apprentices each year will be reviewed by the Company based on proposed business needs and will reflect the anticipated turnover, long term opportunity, business and commercial requirements.
- 1.2. At the commencement of the 2024 Agreement the Company employed 8 apprentices. Numbers of apprentices may reduce over the life of the Agreement.
- 1.3. All necessary standard tools and text books will be provided by the Company during their 5 year training period and will become the property of the Apprentice on completion of the Apprenticeship.
- 1.4. No Apprentice under the age of 18 years will be required to work overtime or shift work unless the employee so desires.
- 1.5. Where Apprentices are terminated following completion of their Apprenticeship they will be entitled to receive all outstanding annual leave, annual leave loading, and accrued sick leave.

PERSONAL/CARER'S LEAVE

1.6. Entitlement to Personal/Carer's Leave

- 1.6.1. Apprentices are entitled to 10 Personal/Carer's Leave days each year accruing progressively on a pro rata basis unless otherwise specified.
- 1.6.2. Upon commencement they will be allocated 5 Personal/Carer's Leave days. After completion of six month's work, a regular pro rata accrual will apply.
- 1.6.3. Out of this entitlement an employee who is absent from work on account of personal illness or injury or carer's leave will be paid the prescribed rate as defined in this Appendix for this absence subject to the following conditions:-
 - a) The employee will not be eligible for such payment for any period in respect of which there is an entitlement to Workers Compensation.
 - b) The employee will provide to the satisfaction of the Company details of their inability, on account of the illness or injury, to attend for duty.
 - c) The employee will advise the Company as early as possible of their inability to attend for duty stating as far as practicable the nature of the illness or injury and the estimated duration of the absence.
- 1.6.4. In the event of an employee's dying, the Company will pay to the deceased employee's estate the monetary value of the sick leave credits.

Appendix C – Wage Classifications and Wage Rates

ELECTRICAL/INSTRUMENT DAYWORKER CLASSIFICATION AND WAGE RATES

Levels	Effective Dates	Weekly Rate	Overtime Hourly Rate
P9 100%	Commencement	2138.17	59.39
	FFPP after 1 Feb 2025	2202.31	61.18
	FFPP after 1 Feb 2026	2268.37	63.01
P8 105%	Commencement	2223.20	61.76
	FFPP after 1 Feb 2025	2289.90	63.61
	FFPP after 1 Feb 2026	2358.60	65.52
P7 110%	Commencement	2308.24	64.12
	FFPP after 1 Feb 2025	2377.49	66.04
	FFPP after 1 Feb 2026	2448.81	68.02
P6 115%	Commencement	2393.28	66.48
	FFPP after 1 Feb 2025	2465.08	68.47
	FFPP after 1 Feb 2026	2539.03	70.53
P8-3 118.10%	Commencement	2446.00	67.94
	FFPP after 1 Feb 2025	2519.38	69.98
	FFPP after 1 Feb 2026	2594.96	72.08
P6-1 121.90%	Commencement	2510.63	69.74
	FFPP after 1 Feb 2025	2585.95	71.83
	FFPP after 1 Feb 2026	2663.53	73.99
P5-1 122.70%	Commencement	2524.24	70.12
	FFPP after 1 Feb 2025	2599.96	72.22
	FFPP after 1 Feb 2026	2677.96	74.39

Levels	Effective Dates	Weekly Rate	Overtime Hourly Rate
P5 120%	Commencement	2478.32	68.84
	FFPP after 1 Feb 2025	2552.66	70.91
	FFPP after 1 Feb 2026	2629.24	73.03
P4 125%	Commencement	2563.35	71.20
	FFPP after 1 Feb 2025	2640.25	73.34
	FFPP after 1 Feb 2026	2719.46	75.54
P3 130%	Commencement	2648.39	73.57
	FFPP after 1 Feb 2025	2727.84	75.77
	FFPP after 1 Feb 2026	2809.68	78.05
P2 135%	Commencement	2733.43	75.93
	FFPP after 1 Feb 2025	2815.43	78.21
	FFPP after 1 Feb 2026	2899.89	80.55
P8-6 126.98%	Commencement	2614.03	72.61
	FFPP after 1 Feb 2025	2692.46	74.79
	FFPP after 1 Feb 2026	2773.23	77.03
P6-2 122.20%	Commencement	2515.73	69.88
	FFPP after 1 Feb 2025	2591.20	71.98
	FFPP after 1 Feb 2026	2668.94	74.14

The Overtime Hourly Rate arises from the change from the 36 ordinary hours roster to the 38 ordinary hours roster.

So that the Employees were not disadvantaged by this change in relation to overtime, it was agreed that overtime would be paid using the weekly rate/36 hours (and not 38 hours) as the hourly rate for overtime purposes. This is the Overtime Hourly Rate set out in the table above.

**ELECTRICAL/INSTRUMENT CONTINUOUS SHIFT TRADES CLASSIFICATION
AND WAGE RATES**

Classification	Effective Dates	Annualised salary	Weekly Rate	Overtime Hourly Rate
F91 Shift E & I	Commencement	188,212.17	3619.46	70.12
	FFPP after 1 Feb 2025	193,858.54	3728.05	72.22
	FFPP after 1 Feb 2026	199,674.29	3839.89	74.39
F94 Shift E & I	Commencement	176,867.61	3401.30	70.12
	FFPP after 1 Feb 2025	182,173.64	3503.34	72.22
	FFPP after 1 Feb 2026	187,638.85	3608.44	74.39

1. The annualised salary is based upon the 5 shift roster arrangement at the commencement of the Agreement.

If the roster changes so that a Continuous Shiftworker is required to work changed hours, the annualised salary will be recalculated to take into account these changed hours. Any additional hour will be calculated based upon double time at the Overtime Hourly Rate.

2. At the commencement of the 2020-2023 Agreement ordinary hours of work for Continuous Shiftworkers shall not exceed thirty five (35) hours per week over a twelve month period. During the operation of the 38 ordinary hours 4 day per week roster for Dayworkers, ordinary hours of work for Continuous Shiftworkers shall not exceed thirty eight (38) hours per week over a twelve month period.
3. Due to the rostering arrangement and the change to the 38 ordinary hours 4 days per week roster for Dayworkers on and from 10 April 2016, a corresponding change to 38 ordinary hours has been made to Continuous Shiftworkers on and from 10 April 2016. The change was implemented so that there is no change to the shift arrangement or the annualised salary. Instead, where a Continuous Shiftworker worked a non-rostered overtime shift (not mate cover) in a week, the first hour of the first overtime shift in a week was unpaid. Commencing 1 April 2021 the first hour of overtime shall revert from unpaid to paid. The remaining hours of the non-rostered overtime shift in that week will be paid as overtime at double the Overtime Hourly Rate in accordance with this Agreement.

APPRENTICE CLASSIFICATION AND WAGE RATES

Levels	Effective Dates	Weekly Rate	Overtime Hourly Rate
Year 5 (R71) 100%	Commencement	1832.03	50.89
	FFPP after 1 Feb 2025	1886.99	52.42
	FFPP after 1 Feb 2026	1943.60	53.99
Year 4 (R72) 95%	Commencement	1747.00	48.53
	FFPP after 1 Feb 2025	1799.41	49.98
	FFPP after 1 Feb 2026	1853.39	51.48
Year 3 (R73) 85%	Commencement	1576.91	43.80
	FFPP after 1 Feb 2025	1624.23	45.12
	FFPP after 1 Feb 2026	1672.96	46.47
Year 2 (R74) 65%	Commencement	1236.77	34.35
	FFPP after 1 Feb 2025	1273.88	35.39
	FFPP after 1 Feb 2026	1312.09	36.45
Year 1 (R75) 55%	Commencement	1066.70	29.63
	FFPP after 1 Feb 2025	1098.70	30.52
	FFPP after 1 Feb 2026	1131.66	31.44

The Overtime Hourly Rate arises from the change from the 36 ordinary hours roster to the 38 ordinary hours roster.

So that the Employees were not disadvantaged by this change in relation to overtime, it was agreed that overtime would be paid using the weekly rate/36 hours (and not 38 hours) as the hourly rate for overtime purposes. This is the Overtime Hourly Rate set out in the table above.

**PLUMBERS CLASSIFICATION
AND WAGE RATES**

Levels	Effective Dates	Weekly Rate	Overtime Hourly Rate
Plumber	Commencement	2144.35	59.57
	FFPP after 1 Feb 2025	2208.69	61.35
	FFPP after 1 Feb 2026	2274.95	63.19

The Overtime Hourly Rate arises from the change from the 36 ordinary hours roster to the 38 ordinary hours roster.

So that the Employees were not disadvantaged by this change in relation to overtime, it was agreed that overtime would be paid using the weekly rate/36 hours (and not 38 hours) as the hourly rate for overtime purposes. This is the Overtime Hourly Rate set out in the table above.

Appendix D – For reference – Build up of Dayworker weekly wage rates

1. General Allowance: Following the de-annualisation of the Tradesman's wage in 2009, all allowances which were of an annualised nature (flexibility, auto pay, disability allowances etc) have been absorbed into this allowance and have been incorporated into the all-purpose rate of pay. In addition, from 2013, the Tool Allowance was also incorporated into the all-purpose rate of pay. In addition, this includes meal allowances.
2. Tool Allowance: Tradespersons and Apprentices have a tool allowance for supplying and maintaining tools ordinarily required in the performance of their work according to existing procedures, which is incorporated into the rates specified in Appendix C.

ELECTRICAL/INSTRUMENT DAYWORKER WAGE RATES BUILD UP

Levels	Effective Dates	Base	General Weekly	Tools Weekly	E & I Allowance	Weekly Rate
P9 100%	Commencement	1700.74	102.52	28.77	306.13	2138.17
	FFPP after 1 Feb 2025	1751.77	105.59	29.64	315.32	2202.31
	FFPP after 1 Feb 2026	1804.32	108.76	30.53	324.78	2268.38
P8 105%	Commencement	1785.78	102.52	28.77	306.13	2223.20
	FFPP after 1 Feb 2025	1839.35	105.59	29.64	315.32	2289.90
	FFPP after 1 Feb 2026	1894.53	108.76	30.53	324.78	2358.60
P7 110%	Commencement	1870.82	102.52	28.77	306.13	2308.24
	FFPP after 1 Feb 2025	1926.94	105.59	29.64	315.32	2377.49
	FFPP after 1 Feb 2026	1984.75	108.76	30.53	324.78	2448.81
P6 115%	Commencement	1955.85	102.52	28.77	306.13	2393.28
	FFPP after 1 Feb 2025	2014.53	105.59	29.64	315.32	2465.08
	FFPP after 1 Feb 2026	2074.97	108.76	30.53	324.78	2539.03
P8-3 118.10 %	Commencement	2008.58	102.52	28.77	306.13	2446.00
	FFPP after 1 Feb 2025	2068.83	105.59	29.64	315.32	2519.38
	FFPP after 1 Feb 2026	2130.90	108.76	30.53	324.78	2594.96
	Commencement	2073.21	102.52	28.77	306.13	2510.63

Levels	Effective Dates	Base	General Weekly	Tools Weekly	E & I Allowance	Weekly Rate
P6-1 121.90 %	FFPP after 1 Feb 2025 FFPP after 1 Feb 2026	2135.40 2199.46	105.59 108.76	29.64 30.53	315.32 324.78	2585.95 2663.53
P5-1 122.70 %	Commencement FFPP after 1 Feb 2025 FFPP after 1 Feb 2026	2086.81 2149.42 2213.90	102.52 105.59 108.76	28.77 29.64 30.53	306.13 315.32 324.78	2524.24 2599.96 2677.96
P5 120%	Commencement FFPP after 1 Feb 2025 FFPP after 1 Feb 2026	2040.89 2102.12 2165.18	102.52 105.59 108.76	28.77 29.64 30.53	306.13 315.32 324.78	2478.32 2552.66 2629.24
P4 125%	Commencement FFPP after 1 Feb 2025 FFPP after 1 Feb 2026	2125.93 2189.71 2250.40	102.52 105.59 108.76	28.77 29.64 30.53	306.13 315.32 324.78	2563.35 2640.25 2719.46
P3 130%	Commencement FFPP after 1 Feb 2025 FFPP after 1 Feb 2026	2210.97 2277.29 2345.61	102.52 105.59 108.76	28.77 29.64 30.53	306.13 315.32 324.78	2648.39 2727.84 2809.68
P2 135%	Commencement FFPP after 1 Feb 2025 FFPP after 1 Feb 2026	2296.00 2364.88 2435.83	102.52 105.59 108.76	28.77 29.64 30.53	306.13 315.32 324.78	2733.43 2815.43 2899.89
P8-6 126.98 %	Commencement FFPP after 1 Feb 2025 FFPP after 1 Feb 2026	2176.61 2241.91 2309.17	102.52 105.59 108.76	28.77 29.64 30.53	306.13 315.32 324.78	2614.03 2692.46 2773.23
P6-2 122.20 %	Commencement FFPP after 1 Feb 2025 FFPP after 1 Feb 2026	2078.31 2140.66 2204.88	102.52 105.59 108.76	28.77 29.64 30.53	306.13 315.32 324.78	2515.73 2591.20 2668.94

APPRENTICE WAGE RATES BUILD UP

Levels	Effective Dates	Base	General Weekly	Tools Weekly	Weekly Rate
Year 5 (R71) 100%	Commencement	1700.74	102.52	28.77	1832.03
	FFPP after 1 Feb 2025	1751.77	105.59	29.64	1886.99
	FFPP after 1 Feb 2026	1804.32	108.76	30.53	1943.60
Year 4 (R72) 95%	Commencement	1615.71	102.52	28.77	1747.00
	FFPP after 1 Feb 2025	1664.18	105.59	29.64	1799.41
	FFPP after 1 Feb 2026	1714.10	108.76	30.53	1853.39
Year 3 (R73) 85%	Commencement	1445.63	102.52	28.77	1576.92
	FFPP after 1 Feb 2025	1489.00	105.59	29.64	1624.23
	FFPP after 1 Feb 2026	1533.67	108.76	30.53	1672.96
Year 2 (R74) 65%	Commencement	1105.48	102.52	28.77	1236.77
	FFPP after 1 Feb 2025	1138.65	105.59	29.64	1273.88
	FFPP after 1 Feb 2026	1172.81	108.76	30.53	1312.09
Year 1 (R75) 55%	Commencement	935.41	102.52	28.77	1066.70
	FFPP after 1 Feb 2025	963.47	105.59	29.64	1098.70
	FFPP after 1 Feb 2026	992.38	108.76	30.53	1131.66

PLUMBERS WAGE RATES BUILD UP

Levels	Effective Dates	Base	General Weekly	Tools Weekly	Gas Allowance	Plumber Licence	Weekly Rate
Plumber	Commencement	1958.38	102.52	28.77	26.25	28.44	2144.35
	FFPP after 1 Feb 2025	2017.13	105.59	29.64	27.04	29.30	2208.69
	FFPP after 1 Feb 2026	2077.64	108.76	30.53	27.85	30.17	2274.95

Appendix E – For reference – Historical hours of work arrangements

The Company acknowledges that under previous Agreements:

- the work arrangements for Dayworkers were as follows:
 - 35 ordinary hours;
 - RDOs and SDOs (as set out below);
 - Overtime payable after 35 ordinary hours.
- Ordinary hours for Continuous Shiftworkers were 35 hours under a continuous shift arrangement and Continuous Shiftworkers were paid an annualised salary.

The following clauses have been extracted for reference from the previously applicable 2020-2023 Agreement:

19.3 Rostered Days Off (RDO) / Special Days Off (SDO)

This clause 19.3 shall not apply to employees working the 38 ordinary hours 4 day per week roster.

Dayworkers work a 72 hour fortnight made up of nine x eight hour week days. Employees are paid 70 hours per fortnight and two hours are accrued each fortnight towards a rostered SDO every eight weeks.

RDO

- 19.3.1 A major and minor roster are operated to schedule employees to take an RDO once per fortnight.
- 19.3.2 RDOs must be taken on the allocated day unless prior arrangements to shift the day within the same pay fortnight have been made and approved by the Company.
- 19.3.3 The Company may in special circumstances request an employee to shift his RDO.

SDO

- 19.3.4 It is intended that flexibility around SDO's will result in reduced absenteeism and will provide the Company with the flexibility to plan shuts more effectively.

Method of taking SDOs

- 19.3.5 Special Days Off (SDO's) shall be taken as per the roster or can be accrued.
- 19.3.6 Rostered SDO's will fall on Fridays.
- 19.3.7 When not taken as per the roster, notification shall be given to the Maintenance Superintendent with at least two clear days' notice.
- 19.3.8 Accrued SDOs may be taken by either:

- a) Being added to annual leave, or
- b) At a mutually agreed time having regard to Mill shut requirements

19.3.9 Accrued SDO's shall be applied for on a leave form and will need approval from the Maintenance Superintendent before being taken. SDO's may be approved at short notice taking into account business needs.

Recording

19.3.10 Accrual of SDOs (2 hours per fortnight) shall be recorded in hours in the payroll system and shown on the employee pay advice.

19.3.11 SDOs may be accrued for a period of no more than two years.

Payment

19.3.12 Employees shall take the hours in credit for SDOs as provided in clause 19.3.8.

SDOs in Advance

19.3.13 In order to spread the taking of SDOs throughout the year an employee may arrange to take the current years entitlement in advance, in accordance with clause 19.3.8. In such cases a debit shall be recorded as hours to be cancelled out as the SDO's taken in advance occur.

19.3.14 In no event will SDOs beyond the current year's entitlement be granted.

19.3.15 Should an employee leave the Company's employment with an SDO account in debit, the outstanding amount shall be deducted from their entitlements. Alternatively, any credits will be paid out.

Part Worked Weeks

19.3.16 Where an employee has a part worked week e.g. part annual leave/part work, the appropriate deduction for SDOs will be made.

Payout of RDO/SDO upon transfer to 38 ordinary hours 4 day per week roster

19.3.17 At the commencement of the 38 ordinary hours 4 day per week roster on from 10 April 2016, the Company will pay to Employees in the first pay period after this time RDOs or SDOs accrued but untaken as at 9 April 2016.

Appendix F – Contractor Guidelines

GUIDELINES FOR ENGAGEMENT - USE OF CONTRACTORS

The Agreement identifies that use of Contractors on site can be a contentious issue. It then includes requirements regarding consultation and the engagement of Contractors. Despite these requirements, the use of Contractors is an issue which has the potential to give rise to disputation.

The key areas of disputation have historically included the following.

- Is the "maintenance or stores work covered by the Agreement"?
- The selection of Contractors who do not have terms and conditions as favourable as the in-house employees.
- The expectation of Contractors that its terms and conditions of employment are commercial in confidence.
- Management and the employee's interpretation of what work is covered and not covered by the Agreement.

As a result of the above, the parties have developed these rules of engagement.¹

Agreement provision

The parties have agreed in the Agreement to the following:

- The Company will only engage, and continue to utilise, a Contractor to do Work, who:
 - (a) pay wages and conditions to its employees;
 - (b) receive payments to itself (in the case of a sole trader/self-employed contractor); and
 - (c) make payments to sub-contractors;

that are no less favourable than that provided for in this Agreement for equivalent or similar work.

- Where the Company employs a Contractor or sub Contractor to perform Work, the Company will ensure compliance with the above.
- Where the Company employs Contractors or sub Contractors to perform work that is not Work as defined, they may be engaged by competitive tender.

Consultation

Prior to Work being let to a Contractor, consultation will take place between the employee(s) and the Supervisor/Engineer of the relevant area(s).

¹ The parties agree and acknowledge that the content of this document, being the rules of engagement of contractors, shall in no way affect the meaning or application of the terms in the Agreement.

As part of the consultation process the Company has an objective to optimise the use of Opal Australian Paper employees labour on site as much as possible, however this is depending on the needs of the site in relation to plant integrity, shutdowns, new work and modifications.

Work covered by this Agreement?

Work is defined in the Agreement. In summary, "Work" means the general shutdown, start up, routine repair and maintenance of the assets and resources used at the Maryvale Mill and operated by Opal Australian Paper. It includes shut activities routinely performed by employees covered by the Agreement.

If the employees have traditionally performed the work, this constitutes Work.

Work is not defined by the volume of the work or the skills, experience or qualification of the person performing the work. It is the work activity that is the key issue.

Work not normally performed

Work that is not included in the definition of Work is:

- Specialist work;
- work that requires specialist equipment that cannot reasonably be obtained by the Company;
- work that is a major:
 - repair;
 - modification;
 - removal; or
 - replacement;
 of plant and equipment
- capital work such as the installation of new equipment, upgrading of equipment and "cut-ins" to connect the existing plant to the new or upgraded equipment;
- work of a civil nature; and
- work performed away from Maryvale;

'Specialist work' means scaffolding, fire system related work, painting, overhead crane related repair and/or installation work, roller door related work, roll grinding, in situ machining, conveyor belt repair and replacement and/or communication/media equipment work or other specialist work that requires specialised skills or licensing not normally performed by the Employees.

Payment of contractor employees

If the contractor is performing Work, the Company will ensure that the Contractor complies with the following:

The Contractor:

- (a) pay wages and conditions to its employees;
- (b) receive payments to itself (in the case of a sole trader/self-employed Contractor); and
- (c) make payments to sub-Contractors;

that are no less favourable than that provided for in the Agreement for equivalent or similar work.

If the contractor is not performing Work as defined, there is no obligation upon Opal Australian Paper in relation to the contractor's employees. Regardless, Opal Australian Paper will seek a commitment from the Contractor that they comply with the Fair Work Act and any applicable industrial instrument.

Types of contractors to be used

The Company recognises the important role it plays as an Employer in the Latrobe Valley. However, it competes in a global paper market. It needs to source Contractors who are competitively priced and who can perform the work to the required standard, in the required time frame and in a manner that is safe to the Contractor and its own employees.

Subject to compliance with the obligation in the Agreement, the Company makes the final decision about the selection of Contractors following its consultation process in the Agreement. This assessment is based on relevant criteria such as skills, quality, safety history, and ability to meet timeframes, knowledge, qualifications, experience, and cost. Each piece of work will have different criteria.

It is unlawful to select a Contractor on the basis of which Union has coverage or whether the contractor has an Agreement (Union or non-Union) in place. These will never be part of the Company's criteria for selection.

The Company will only engage Contractors who operate lawfully and meet their Fair Work and Occupational Health and Safety Act obligations.

Alternative dispute resolution procedure

Without in any way limiting the dispute resolution procedure of the Agreement or the Company's consultation obligations under the Agreement, the Company will endeavour no later than 14 days prior to the commencement of a Contractor at the Maryvale Mill to advise the relevant union delegate of the Contractor name, a brief description of the work and whether the work is covered or not covered by the Agreement.

If the relevant Union disagrees with the decision about whether the work is covered or not covered by the Agreement, the Union should raise this within 48 hours of its notification by the Company.

The parties will confer to seek to resolve any disagreement about this as quickly as possible.

In the event the parties cannot agree, either party continues to have access to the dispute resolution procedure in the Agreement.

Management and employee education

One of the key issues that arise is the day-to-day management of Contractors to ensure the Company and the employees who are covered by the Agreement adhere to their obligations in the Agreement.

The Company intends to develop in consultation with the Unions a management and employee information pack. This information pack is designed to ensure all decision makers have first-hand knowledge so that decisions will be made consistent with the obligations in the Agreement.