



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**Visy Board Pty Ltd**  
(AG2024/1395)

## VISY BOARD TRUGANINA ENTERPRISE AGREEMENT 2023

Graphic Arts

DEPUTY PRESIDENT COLMAN

MELBOURNE, 9 MAY 2024

*Application for approval of the Visy Board Truganina Enterprise Agreement 2023*

[1] Visy Board Pty Ltd has made an application for approval of an enterprise agreement known as the *Visy Board Truganina Enterprise Agreement 2023* (the Agreement) pursuant to s 185 of the *Fair Work Act 2009* (the Act). The Agreement is a single enterprise agreement.

[2] On the basis of the material contained in the application and accompanying declaration, I am satisfied that each of the requirements of ss 186, 187 and 188 as are relevant to this application for approval has been met.

[3] The Australian Manufacturing Workers' Union (AMWU), being a bargaining representative for the Agreement, has given notice under s 183 of the Act that it wants the Agreement to cover it. As required by s 201(2), I note that the Agreement covers the AMWU.

[4] The Agreement was approved on 9 May 2024.



DEPUTY PRESIDENT

Printed by authority of the Commonwealth Government Printer  
<AE524563 PR774691>



**FOR A BETTER WORLD**

# VISY BOARD TRUGANINA ENTERPRISE AGREEMENT 2023

1	TITLE .....	2
2	RELATIONSHIP TO AWARD .....	2
3	APPLICATION AND SCOPE OF AGREEMENT.....	3
4	PARTIES BOUND .....	3
5	DATE AND PERIOD OF OPERATION .....	3
6	EMPLOYMENT CATEGORIES .....	4
7	TERMINATION OF EMPLOYMENT .....	6
8	CONSULTATIVE PROCESS.....	7
9	DUTY AND RESPONSIBILITY .....	9
10	HOURS OF WORK .....	10
11	MEAL BREAKS .....	12
12	PAYMENT FOR WORK .....	12
13	WAGE INCREASE .....	12
14	SUPERANNUATION.....	13
15	LEAVE CATEGORIES .....	13
16	REDUNDANCY .....	16
17	TRAINING .....	18
18	CONFIDENTIAL INFORMATION .....	19
19	INTELLECTUAL PROPERTY.....	19
20	SECURITY .....	19
21	WORK OUTSIDE OF EMPLOYMENT.....	19
22	NO EXTRA CLAIMS.....	19
23	FLEXIBILITY .....	20
24	AVOIDANCE OR SETTLEMENTS OF DISPUTES.....	21
25	INTERRUPTION OF WORK.....	21
26	UNIFORMS .....	22
27	SIGNATORIES TO THE AGREEMENT.....	23
	APPENDIX A   CLASSIFICATIONS & RATES (Minimum Rates) .....	24
	APPENDIX B   CLASSIFICATIONS & RATES (Enterprise Flexibility Agreement (EFA's) ...	26
	APPENDIX C – DEFINITIONS.....	28

## **1 TITLE**

This Agreement shall be known as the Visy Board Truganina Enterprise Agreement 2023.

## **2 RELATIONSHIP TO AWARD**

All the provisions of the Graphic Arts, Printing and Publishing Award 2020 ('the Award') are hereby incorporated into this Agreement.

Where there is any inconsistency between an express provision of this Agreement and a provision in the Award, the provisions of this Agreement shall prevail to the extent of any inconsistency.

### **Relationship between the National Employment Standard and this Agreement**

- a) The National Employment Standards ("NES") are a set of minimum employment entitlements prescribed within the Fair Work Act.
- b) The provisions of the National Employment Standards relating to the NES entitlement apply, as a minimum standard, to the Agreement entitlement.

In summary, the NES Standards provide the following entitlements:

- Maximum 38 hours per week
- Parental leave and related entitlements
- Annual Leave
- Personal/carer's, compassionate and family and domestic violence leave
- Public Holidays
- Notice of Termination and Redundancy Pay
- Requests for flexible working arrangements
- Offers and requests to convert from casual to permanent employment
- Community Service Leave
- Superannuation contributions
- Long Service Leave
- Fair Work information statements

This Agreement operates in conjunction with the Employer's policies and procedures as amended from time to time, however the policies do not form a part of this Agreement. The parties to this Agreement agree to support these policies and procedures.

## **3 APPLICATION AND SCOPE OF AGREEMENT**

This Agreement shall apply at 27 Doriemus Drive TRUGANINA to all weekly paid employees of (Visy Board Pty Ltd), engaged in the occupations as referred Appendix A and Appendix B Classifications of this agreement.

## **4 PARTIES BOUND**

The parties to this Agreement shall be:

- i. Visy Board Pty Ltd (hereinafter referred to as the 'Company') All weekly paid employees of the Employer engaged in the occupations set out in Appendix A and Appendix B.

## **5 DATE AND PERIOD OF OPERATION**

This Agreement shall come into force seven (7) days after approval by Fair Work Commission (FWC), and shall remain in force until the 12<sup>th</sup> June 2026.

The parties undertake to meet three (3) months prior to the nominal expiry date of this Agreement to commence negotiations for a new Agreement. The Agreement will continue to apply until a new agreement is registered.

## **6 EMPLOYMENT CATEGORIES**

### **6.1 PROBATIONARY EMPLOYMENT**

An employer may initially engage a full time or part time employee for a period of probation employment for the purpose of determining the employee's suitability for ongoing employment. The employee must be advised in advance that the employment is probationary and of the duration of the probation which can be up to but not exceed six (6) months.

A probationary employee is for all purposes of this agreement a full time or part time employee.

Probationary employment forms part of an employee's period of continuous service for all purposes of this agreement, except where otherwise specified in this Agreement.

### **6.2 FULL TIME EMPLOYMENT**

Any employee not specifically engaged as being a part time or casual employee is for all purposes of this agreement a full time employee, unless otherwise specified in this Agreement.

### **6.3 PART TIME EMPLOYMENT**

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

Before commencing part time employment, the employee and employer must agree:

- Upon the hours to be worked by the employee, the days upon which they will be worked and the commencing and finishing times for the work.
- Upon the classification applying to the work to be performed

Visy will pay overtime rates for part time employees where they perform work greater than their set average weekly hours in accordance with the overtime provisions in the Agreement.

The terms of this agreement shall apply pro rata to part time employees on the basis that ordinary weekly hours for full time employees are 38.

The terms of this agreement or any variation to it shall be in writing and retained by the employer. A copy of the agreement and any variation to it shall be provided to the employee by the employer.

The hours of work may be altered by agreement between the employee and the employer or, in the absence of agreement, by the employer, giving no less than seven (7) days' notice.

### **6.4**

#### **CASUAL EMPLOYMENT**

##### **Terms and conditions**

- a) A casual employee is one engaged and paid as such.

- b) Casual terms and conditions are as follows:
  - i. Casual loading of 25%;
  - ii. A minimum engagement of 4 hours;
  - iii. A casual is not entitled to paid leave, paid public holidays, notice of termination or redundancy;
- c) The employer reserves the right to use labour hire as and when required in order to provide flexibility for its operations.

#### **Casual conversion**

- d) A casual employee, other than an irregular casual employee, who has been engaged by the employer for a sequence of periods of employment during a period of six months, thereafter, has the right to elect to have their contract of employment converted to full-time or part-time employment if the employment is to continue beyond the six months.
- e) The employer will give such an employee notice in writing within four weeks of the employee having attained such period of six months.
- f) Any such casual employee who does not within four weeks of receiving written notice elect to convert their contract of employment to full-time or part-time employment is deemed to have elected against any such conversion.
- g) Any casual employee who has a right to elect under this clause, on receiving notice or after the expiry of the time for giving such notice, may give four weeks notice in writing to the employer that they seek to elect to convert their contract of employment to full-time or part-time employment, and within four weeks of receiving such notice the employer must consent to or refuse the election but must not unreasonably so refuse.
- h) Once a casual employee has elected to become and been converted to a full-time or part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- i) If a casual employee has elected to have their contract of employment converted to full-time or part-time employment, the employer and employee will discuss and agree on:
  - i. which form of employment the employee will convert to, being full-time or part-time; and
  - ii. if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked.
- j) An employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert their contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert their contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed on between the employer and employee.



- k) Following such agreement being reached, the employee converts to full-time or part-time employment.
- l) Where the employer refuses an election to convert, the reasons for doing so must be fully stated to and discussed with the employee concerned and a genuine attempt made to reach agreement.
- m) For the purposes of clause, an irregular casual employee is one who has been engaged to perform work on an occasional or non-systematic or irregular basis.

## 7 TERMINATION OF EMPLOYMENT

7.1 Termination of employment conditions will be provided as prescribed by the National Employment Standards

- a) In order to terminate the employment relationship, the parties (other than for a casual employee) shall give the following period of notice;

Period of Continuous Service	Period of Notice
1 year or less	1 week
1 year and up to the completion of 3 years	2 weeks
3 years and up to the completion of 5 years	3 weeks
5 years and over	4 weeks

- b) In addition to the notice in (a), employees over 45 years of age at the time of being given notice by the employer and who have not less than two (2) years' of service, are entitled to an additional week's notice.
- c) If you or Visy give notice of termination then Visy may:
  - elect to make payment to you in lieu of notice instead of requiring you to work for part, or all, of the notice period; or
  - Direct you to not perform any duties for part or all of the notice period and require you to remain away from Visy's premises and give other such directions as are appropriate in the circumstances."
- d) Your Effective Termination Date will be the last day you are employed by Visy except in circumstances where Visy has terminated your employment summarily or payment is made in lieu of notice, in which case the Effective Termination Date shall be the date that the notice of termination was given. The period of notice in this clause does not apply;
  - In the case of dismissal for serious misconduct;
  - To employees engaged for a specific period of time or for a specific task or tasks;
  - To trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement, or

- To Casual employees
- e) The absence of an employee from work for a continuous period exceeding three (3) working days without the consent of the employer and without notification to the employer shall be prima facie evidence that the employee has abandoned employment.

## 8 CONSULTATIVE PROCESS

The intention of this agreement is to establish and encourage flexibility and consultation in a productive workplace, where the employer and employees will carry out their obligations for the benefit of each other.

1. This term applies if the employer;
  - a) has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise that is likely to have a significant effect on employees of the enterprise.
  - b) Proposes to introduce a change to the regular roster or ordinary hours of work of employees.

### Major Change

2. For a major change referred to in paragraph (1)(a):
  - a) the employer must notify the relevant employees of the decision to introduce the major change.
  - b) Subclauses (3) to (9) apply.
3. The relevant employees may appoint a representative for the purposes of the procedures in this term.
4. 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 employer of the identity of the representative;

The employer must recognise the representative.

5. As soon as practicable after making its decision, the employer must;
  - a) Discuss with the relevant employees;
    - i. The introduction of the change; and
    - ii. The effect the change is likely to have on the employees; and
    - iii. Measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
  - b) For the purposes of the discussion – provide, in writing, to the relevant employees;



- i. All relevant information about the change including the nature of the change proposed; and
  - ii. Information about the expected effects of the change on the employees; and
  - iii. Any other matters likely to affect the employees.
- 6. However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 7. The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 8. If a term in the enterprise agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclause, (3) and (5) are taken not to apply.
- 9. In this term, a major change is *likely to have a significant effect on employees* if it results in;
  - a) the termination of the employment of employees; or
  - b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
  - c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - d) the alteration of hours of work; or
  - e) the need to retrain employees; or
  - f) the need to relocate employees to another workplace; or
  - g) the restructuring of jobs.

**Change to regular Roster or ordinary hours**

- 10. For a change referred to in paragraph (1)(b):
  - a) The employer must notify the relevant employees of the proposed change; and
  - b) Subclause (11) to (15) apply.
- 11. The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 12. 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 employer of the identity of the representative;

The employer must recognise the representative.
- 13. As soon as practicable after proposing the introduce the change, the employer must:

- a) discuss with the relevant employees the introduction of the change; and
  - b) for the purpose 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 employer reasonably believes will be the effects of the change on the employees; and
    - iii. information about any other matters that the employer 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).
14. However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
15. The employer must give prompt and genuine consideration to matters raised about the change by relevant employees.
16. In this term:

*Relevant employees* means the employees who may be affected by a change referred to in subclause 11.

## **9 DUTY AND RESPONSIBILITY**

The employer and employee agree that the employer and employee need to be reasonable and flexible in their conduct.

The employee agrees in the importance to the employer of growth and development of business, and in maintaining a good reputation for the business. The employee therefore agrees to work diligently and to faithfully carry out all lawful directions according to their job and any other duties the employers may reasonably require.

The employer agrees to provide a safe, clean and hygienic workplace and the necessary equipment for the work required of the employee.

The employees agree to ensure:

- i. They are in attendance at their workstations ready to resume production immediately after lunch or meal breaks.
- ii. They are prepared to use all of their skills at all times when requested.
- iii. To show commitment to continuous improvement through measurement and productivity improvement initiatives.
- iv. To provide reasonable flexibility and contribute in assisting the employer to meet customer demands.
- v. They are ready to work at their workstations at the agreed shift starting time (or agreed starting time if overtime has been requested before normal shift start) and continue to work until designated shift end.

While on the employer's premises and/or representing the employer, the employee is required to dress and behave in an appropriate manner and not to cause any discomfort or offence to another person.

Uniforms or protective clothing provided or required by the employer is to be worn by the employee while carrying out employer business.

## **10 HOURS OF WORK**

### **10.1 Hours of Work and Continuous Shift Work**

The ordinary hours of work for full time employees is an average of 38 hours per week, with an average of 7.6 ordinary hours per day.

Day work or day shift is work (other than overtime work) between the hours of 6.00am and 6.00pm

Afternoon Shift means any shift finishing after 6.00pm and at or before 1.00am

Night Shift means any shift finishing subsequent to 1:00am and at or before 10.00am.

"Continuous work" means work carried on with consecutive shifts throughout the 24 hours of each of at least six consecutive days without interruption except during meal breaks, breakdowns, general overhaul or stoppages due to causes beyond the control of the Company.

The ordinary hours for shift work may be arranged on any five, six or seven days of the week Monday to Sunday.

Ordinary day work, continuous and non-continuous shift work, may be worked in shifts of up to 12 hours duration.

### **10.2 Fixation and Change of Hours**

Daily working hours, including the meal period, of each employee employed on day work or non-continuous shifts shall be as determined by the employer, provided that the employer shall not alter the working hours of any employee until that employee has had 48 hours' notice or has agreed otherwise.

### **10.3 Hours of Work for Shift Workers**

- a) The ordinary hours of work for shift workers shall not exceed an average of 38 per week, spread over a period of two, three or four weeks; or, in the case of continuous work, over such longer period as may be agreed between the Company and the employee.
- b) Each shift within the hours prescribed in subclause 10.1 shall be of 7.6 to 12 hours' duration.
- c) The Company shall prescribe a roster of shifts which shall provide:  
  
For not more than eight shifts, other than overtime shifts, to be worked by any employee during any nine consecutive days.

- d) Each shift will attract the applicable rate for the day on which the shift finishes.

#### **10.4 Ordinary starting and finishing times**

The following table outlines the current roster, which is subject to change in line with clause 10.

Personnel

	Monday to Friday	Start Time	Finish Time
Day Work	8.06 Hours	6.00am	2.06pm
Afternoon Shift	8.06 Hours	4.00pm	12.06am

#### **10.5 Shift Allowance**

The following shift allowances will apply to production personnel for work performed during ordinary hours. These allowances will not apply during overtime as defined in clause 10.7 of this Agreement.

- (a) Afternoon Shift: 20%  
(b) Night Shift: 30%

#### **10.6 Change of Working Periods**

An employee, who during the course of a week's work is transferred from day work to afternoon shift, or from afternoon shift to day work, shall, without loss of pay, be allowed at least a ten hours' break between the time of finishing their day work and the time of commencing their afternoon shift or from the time of finishing their afternoon shift and the time of commencing their day work, as the case may be. If such ten hours' break is not allowed the employee shall be paid double time for any hours worked by them until they have had such ten hours' break.

Unless agreed otherwise an employee shall not be transferred from day work to afternoon shift or vice versa more than once in a working week.

#### **10.7 Overtime**

The employer may require employees to work reasonable overtime and such employees shall work overtime in accordance with such requirements.

All overtime earnings of an employee shall be paid in full as follows:

First 3 hours at time and one half, then double time for the remaining hours worked on any given day. All overtime to be calculated at 15 minute intervals.

##### **Overtime Work on a Saturday or a Sunday**

On Saturdays, time and a half will be paid for the first 3 hours worked. Double time will be paid thereafter. Double time will also be paid for all work done on a Sunday.

A shift worker on a shift being required to work overtime on a Saturday and shifts preceding Public Holiday immediately after the finishing time of their ordinary working hours which commenced on a Friday shall be paid overtime in accordance with the overtime rate applicable between Monday and Friday.

## **10.8 Breaks between Shifts**

An employee who has worked overtime shall be informed that they are entitled to and be granted a break of at least ten hours between the time of finishing work and the time when they next commence work, and no deductions shall be made from their pay because of any time lost by reason of such break. Where the employee is required to work before they have completed the break of ten hours they shall be paid double time for all time worked until they have had a break of at least ten hours.

## **11 MEAL BREAKS**

The minimum time allowance for meals shall be 30 minutes.

11.1 No period of work shall exceed 6 hours without a break for meals, except by agreement, between the employer and the employee in the plant. Where this is agreed, an employee or employees may be required to work in excess of six hours at ordinary rate of pay without a meal break.

11.2 Where an employee is required to work during their usual meal period they shall be paid one-half extra on the hourly rate of their weekly wage for the time so worked.

11.3 Continuous running is to be undertaken during meal breaks and, at the company's discretion, meal breaks are to be staggered to facilitate continuous running. This means that during the period of the breaks the company can arrange to run equipment with reduced personnel levels during that period only.

11.4 Meal break—continuous shift workers

An employee employed on continuous shift work will be entitled to a meal break each shift of 30 consecutive minutes and such meal break will be counted as time worked and paid as such.

## **12 PAYMENT FOR WORK**

Wages will be paid by EFT into the employee's nominated bank account each week.

## **13 WAGE INCREASE**

All employees covered by this Agreement will receive the following increases to the current weekly wage for acceptance and implementation of this Agreement.

The following increases in wage rates will be applied during the life of this agreement starting with the first full pay period after the below.

A further amount of 4% per annum wage increase shall be effective from the first full pay period on or after the 12<sup>th</sup> June 2023.

A further amount of 2.5% per annum wage increase shall be effective from the first full pay period on or after the 12<sup>th</sup> June 2024.

A further amount of 2.25% per annum wage increase shall be effective from the first full pay period on or after the 12<sup>th</sup> June 2025.



## **14 SUPERANNUATION**

14.1 Visy Industries will make superannuation contributions at a rate consistent with the percentage prescribed by the Superannuation Guarantee (Charge) Act 1992 (Cth).

14.2 From July 1, 2005, superannuation contributions will be paid into the superannuation fund (or their successors) selected by the employee from:

Visy Industries Nominated Superannuation Fund;

Or

Another complying fund nominated by the employees at each site covered by this Agreement.

14.3 Employees may change their fund nomination once each calendar year.

## **15 LEAVE CATEGORIES**

### **15.1 Annual Leave**

15.1.1 Annual leave is provided as prescribed by the National Employment Standards.

15.1.2 Employees are entitled to four (4) weeks pro-rata annual leave for each year worked. Annual leave is cumulative.

If continuous shift work is undertaken as defined in the Fair Work Act, then the employees will be entitled to an extra 5-days pro-rata annual leave for each year worked.

15.1.3 Any requests for annual leave must be made by employees to nominated representative of the company at least four (4) weeks in advance. The company shall have the right to co-ordinate when annual leave is to be taken. Reply to the request will be within 14 days of submission.

15.1.4 This clause does not apply to casual employees.

15.1.5 Payment in lieu of leave

As prescribed by the National Employment Standards, by agreement annual leave will be able to be cashed out provided the employee has at least four (4) weeks total accrued leave remaining.

15.1.6 Payment for leave on Termination of Employment

If an employee's employment is terminated the company must pay the employee all annual leave entitlements owed.

15.1.7 Types of Leave and Public Holidays

Payment for Period of Annual Leave

- (a) The wages to be paid must be worked out on the basis of what the employee would have been paid under this agreement for working ordinary hours during the period of leave.

The employee is not entitled to payments in respect of overtime, shift allowance, special rates or any other payment which might have been payable to the employee as a reimbursement for expenses incurred.



(b) Public Holidays Falling in a Period of Leave

- (i) If any public holiday falls within an employee's period of annual leave and is observed on a day which in the case of that employee would have been an ordinary working day, there must be added to the period of annual leave time equivalent to the ordinary time which the employee would have worked if the day had not been a holiday.

(c) Time of Taking Leave

The company can require an employee to take annual leave by giving not less than four weeks' notice of the time when such leave is to be taken.

- (d) Annual leave loading is paid to compensate for the lost opportunity to work overtime whilst on annual leave.

## 15.2 Long Service Leave

Employees are entitled to long service leave in accordance with the *Victorian Long Service Leave Act*.

## 15.3 Personal Leave

- 15.3.1 A permanent full time, permanent part time and fixed term/task employee is entitled to claim personal leave when the Employee suffers a personal illness or injury or when the Employee is required to provide care or support to a member of the Employee's immediate family or household member who requires care or support as they are sick or injured or has an unexpected emergency.

- 15.3.2 All Employees must notify their supervisor of their absence as soon as reasonably practical. This will normally be before commencement of shift. Employees will also state the expected duration of the absence to accommodate coverage and prevent inconvenience.

- 15.3.3 The Employee (carer) shall prove to the satisfaction of the Company that he or she was unable on account of illness or injury to attend for duty on the day or days for which leave is claimed. This may include the requirement for a doctor's certificate at the Company's discretion. The medical certificate must state that in the practitioners opinion the Employee is, was or will be unfit to work due to personal illness or injury, or their

immediate family or household member has had or will have a personal injury in the period identified.

15.3.4 Personal leave, which includes sick and carer's leave, accrues on the basis of 1/26 of the hours worked by the permanent full time or permanent part time employee for each completed four week period. This will normally mean for a full time employee who works an average of 38 hours or more per week for 12 months, two weeks (76 hours of payment at wage rate) personal leave. The entitlement will be taken as 10 days personal / carer's leave for each employee.

15.3.5 All other terms of the National Employment Standards (NES) to personal / carer's leave shall apply.

15.3.6 If the Employee is receiving workers' compensation payments (under a Commonwealth, State or Territory law) the Employee will not be entitled to also receive paid personal leave.

#### **15.4 Compassionate Leave**

You will be entitled to two days paid compassionate leave per occasion when a member of your immediate family or a member of your household:

- (a) Contracts or develops a personal illness that poses a serious threat to his or her life; or
- (b) Sustains a personal injury that poses a serious threat to his or her life; or
- (c) Dies

You will be entitled to take the compassionate leave per occasion as:

- (a) A single, unbroken period; or
- (b) Separate periods of one day each; or
- (c) Any separate periods to which you and Visy agree.

In addition, you will be entitled to an additional two days paid bereavement leave on production of evidence of the death of parent, spouse or child.

You shall also be entitled to an additional two days paid bereavement leave on production of evidence of the death of a parent, spouse or child, which requires you to travel outside Australia.

#### **15.5 Public Holiday**

You and Visy may agree to substitute another day (or part day) for a day (or part day) that would otherwise be a public holiday.

You are entitled to a paid day off on a day that is a gazetted public holiday in the place where you are based for work purposes.

However, Visy may require you to work on particular public holiday, or part of a public holiday, on reasonable grounds in accordance with the Fair Work Act 2009.

Any work on a public holiday contained within this roster represents a request for you to work that public holiday.

#### **15.6 Payment for Time Worked on a Public Holiday**

- (a) Payment for Time Worked by Non-continuous Shift Workers on a Public Holiday

- (i) Non-continuous shift workers required to work overtime on a public holiday shall be paid at double time and one half. The double time and a half is to be paid until the employee is relieved from duty. Refer to sub clause 11 to determine the rest break of non-continuous shift workers who work overtime on a public holiday.
- (ii) Non-continuous shift workers required to work on a public holiday shall be paid for a minimum of four (4) hours work.
- (b) Payment for Time Worked by Day Workers on a Public Holiday
  - (i) Day workers required to work on a public holiday shall be paid for a minimum of four (4) hours work at double time and one half. The double time and a half is to be paid until the employee is relieved from duty.

## 15.7 Parental Leave

Eligibility for all types of Parental Leave is in accordance with prevailing legislation. In addition:

### (a) Maternity Leave:

Employees who are eligible for maternity leave shall be entitled to 12 weeks paid Maternity Leave in accordance with the current Visy policy. Payment for each week shall be either: at 1/52 of annual salary, or at the employee's ordinary weekly wage. Payment shall be exclusive of any allowances. This payment will typically be made in a lump sum in the last pay period prior to the employee proceeding on maternity leave. However, at the discretion of the Company, the payment may be made in up to 12 weekly payments, to the equivalent of 12 weeks' pay. Such requests must be made to the relevant Divisional Human Resources Manager.

### (b) Paternity Leave:

Employees who are eligible for paternity leave may use up to five days of their sick leave accrual for time off immediately after their child is born. The taking of sick leave for this purpose shall be subject to the employee having sufficient sick leave entitlement.

## 16 REDUNDANCY

No entitlement to payment of notice or severance will arise in relation to the redundancy of a particular position if your employment with Visy continues by way of agreed redeployment.

### Redundancy Provisions

#### Severance Payment

Where an employee is made redundant, the following severance payments will be made:

In line with the appropriate NES provisions, prior to redundancies taking effect, the Company will give the affected employees the following notice:

#### Continuous service

#### Minimum notice period

1 year or less	1 week
1 year - 3 years	2 weeks
3 years - 5 years	3 weeks
More than 5 years	4 weeks

Employee's over 45 years of age who have completed over 2 years of continual service will get 1 additional weeks' notice.

#### **Severance payment**

<b>Period of continuous service</b>	<b>Redundancy pay</b>
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks
At least 6 years but less than 7 years	11 weeks
At least 7 years but less than 8 years	13 weeks
At least 8 years but less than 9 years	14 weeks
At least 9 years but less than 10 years	16 weeks
At least 10 years	12 weeks

Should applicable legislation provide for a greater period of redundancy pay than the period referenced in this clause, then the period contained within applicable legislation shall apply.

#### **Statement of Entitlement**

The Company will provide full details of all calculations for each employee's entitlement at least seven days prior to the date of termination, except in circumstance where an employee is paid in lieu of notice. In these circumstances, a statement will be issued on the employee's last working day/shift.

#### **Relocation**

Where an employee is required to relocate his/her place of employment as a result of plant relocation, he or she shall be given four weeks' notice of the requirement to transfer. During this period of notice, discussions on the relocation will be convened and finalised between the Company and you.

### **Job Transfers**

To minimise the need for redundancies, the Company in all circumstances will attempt to provide an alternative job. Where such job carries a lower rate of pay than an employee's existing rate, then that existing rate will be maintained until the new job rate surpasses the existing rate of the employee. This maintenance of wage rate does not apply to shift and other allowances.

### **Employee Assistance**

Each employee shall be given a certificate of service detailing employment with the Company, including any skill advantages.

By arrangement with the Company, employees under advice of impending redundancy will be allowed time off for employment interviews. Paid time off to a maximum of one day per week of notice will be allowed, subject to confirmation of interviews.

Where practicable, the Company will assist employees to secure alternative employment.

The Company will liaise with the Commonwealth Employment Service Facilities to provide support to employees facing redundancies and to call on that department's assistance for processing of applications for Social Security benefits.

It is recognised that employees may arrange alternative employment during this period of redundancy notice. In these circumstances, the Company will waive the employee's obligations to work out the remainder of the notice period with payment being made up to the date of termination only.

Redundancy and relocation provisions set out in this Agreement will not apply to the following:

- (a) Employees who voluntarily terminate their employment for reasons other than redundancy relocation.
- (b) Where an employee is dismissed for serious or wilful misconduct.

## **17 TRAINING**

All training and development will be based on the skill requirements of the Employer, and will reflect the standards required for competent performance within an employee's career path. Employees agree to co-operate and assist in the transfer of skills to other workers. Where and who training is applied to is up to the discretion of management and based on the needs of the business at any given point in time.

All training, where possible, will be done during normal working hours. Participation in approved training outside normal working hours will be voluntary and paid at ordinary time rates.



## **18 CONFIDENTIAL INFORMATION**

Confidential information, including trade secrets and customer lists, which become known to the employee during their employment, must not be revealed to anyone, or used personally by the employee, unless it is for the employer's purposes.

This obligation shall apply during the time of the employee's employment with the employer and also after leaving the employer's employment.

No personal, medical or financial details of an employee that the employer may have gathered will be revealed to anyone by the employer, except with the permission of the employee, or where the employer is under a legal requirement to do so.

Nothing in this section or in this Agreement will in any way stop or restrict the disclosure of details of this Agreement by the employer or employee to any other person.

## **19 INTELLECTUAL PROPERTY**

Any new idea, invention, improvement or work that could be registered as copyright, that the employee creates, develops or helps to develop will be taken to have been made during employment and belong to the Employer if it relates to the employer.

## **20 SECURITY**

The Employer agrees to take all reasonable steps and precautions to provide a safe and secure workplace for employees and for the employees' property which may legally and reasonably be brought to the Employer's premises.

The employee promises not to remove from their place of work anything that should stay at the workplace, unless items are removed in order to carry out their employment, after which the items will be returned.

The Employer will be informed of any items removed from the workplace by the employee – in order to carry out their work – so that the employer may record and keep track of the Employer's property and avoid any misunderstanding.

Employees agree to permit, upon request, the employer or the Employer's representatives to inspect any bags, containers, vehicles or other personal property brought onto the Employer's premises.

## **21 WORK OUTSIDE OF EMPLOYMENT**

An employee may take external work without the approval of the employer, as long as it does not interfere with or affect the hours, type and level of work covered in this agreement, and the outside work does not affect the interests of the Employer or employee.

## **22 NO EXTRA CLAIMS**

The parties agree that during the term of this Agreement there will not be any claims imposed upon the Company for improvements to wages and conditions of employment up to the nominal expiry date of this Agreement.



It is agreed that this does not prevent the introduction of new technology or other measures to increase operational efficiency, so long as it is done via consultation through Clause 8 – Consultative Process.

## **23 FLEXIBILITY**

23.1 An employer and employee covered by this agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if;

- a) The agreement deals with 1 or more of the following matters;
  - i. Arrangements about when work is performed;
  - ii. Allowances;
  - iii. Overtime rates;
  - iv. Penalty rates
  - v. Remuneration.
- b) The arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
- c) The arrangement is genuinely agreed to by the employer and employee.

23.2 The employer must ensure that the terms of the individual flexibility arrangement;

- a) Are about permitted matters under section 172 of the Fair Work Act 2009; and
- b) Are not unlawful terms under section 194 of the Fair Work Act 2009; and
- c) Result in the employee being better off overall than the employee would be if no arrangement was made.

23.3 The employer must ensure that the individual flexibility arrangement;

- a) Is in writing; and
- b) Includes the name of the employer and employee; and
- c) Is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- d) Includes details of;
  - i. The terms of the enterprise agreement that will be varied by the arrangement; and
  - ii. How the arrangement will vary the effect of the terms; and
  - iii. How the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- e) State the day on which the arrangement commences.

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

- 23.5 The employer or employee may terminate the individual flexibility arrangement;
- a) By giving no more than 28 days written notice to the other party to the arrangement; or
  - b) If the employer and employee agree in writing – at any time.

## **24 AVOIDANCE OR SETTLEMENTS OF DISPUTES**

In relation to any matter that may be in dispute between the parties;

24.1 If a dispute relates to;

- a) A matter arising under the agreement; or
- b) The National Employment Standards;

This term sets out procedures to settle the dispute.

24.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.

24.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.

24.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Australia.

24.5 Fair Work Australia may deal with the dispute as follows;;

- a) Fair Work Australia will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation
- b) If Fair Work Australia is unable to resolve the dispute at the first stage, Fair Work Australia may then if the parties to this agreement agree;
  - i. Arbitrate the dispute; and
  - ii. Make a determination that is binding on the parties.

24.6 While the parties are trying to resolve the dispute using the procedures in this term;

- a) An employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety

## **25 INTERRUPTION OF WORK**

The employer may deduct payment for any time the employee cannot usefully be employed because of any strike or industrial action, or through any breakdown of machinery or any stoppage of work for any cause for which the employer cannot be held responsible.

Prior to standing down the employee, the employer will take reasonable steps to identify and offer alternative work to the affected employee. Where alternative work is not available or is exhausted, the employer will seek to reach agreement with the affected employee to access any accrued annual leave or other accessible entitlements.

A period of stand down shall not be considered a break in service or employment for the purpose of calculating any leave entitlement under this Agreement.

## **26 UNIFORMS**

The standard issue of cotton or appropriate clothing (Australian made where possible) will comprise four sets of one bulk allocation per annum incorporating a combination of the following for all full time and fixed term employees:

- (a) Coverall or overall or trouser - short/long
- (b) Four sets to be supplied on start of employment
- (c) Polo shirt/shirt - long/short sleeve
- (d) Four sets to be supplied on start of employment
- (e) Pullover or freezer jacket (either winter or summer issue) At the choice of the employee, one to be supplied on start of employment.

Additional items may be replaced for fair wear and tear, but not before the expiry of one year.

### **Logo**

Company logo will be included on all clothing.

### **Footwear**

One pair to be supplied on start of employment. An additional pair to be supplied on replacement for fair wear and tear.

Where necessary for dirty work, disposable overalls will be provided

## 27 SIGNATORIES TO THE AGREEMENT

Signed for and on behalf of the Employer


Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Name in Full (printed): \_\_\_\_\_

Address: \_\_\_\_\_

Position Title/Authority: \_\_\_\_\_

  
15<sup>th</sup> APRIL 2024  
ZANE CASSIN  
27 DORIEMUS DRIVE  
TRUGANINA, VICTORIA  
3029  
OPERATIONS MANAGER

Signed for and on behalf of the Employees


Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Name in Full (printed) \_\_\_\_\_

Position Title/Authority \_\_\_\_\_

Address \_\_\_\_\_

  
15/04/24  
TITANA SINITKHAROENCHAI  
GRAB OPERATOR  
27 Doriemus Drive, Truganina, VIC,3029

## APPENDIX A | CLASSIFICATIONS & RATES (Minimum Rates)

CLASSIFICATION	Current Minimum Weekly All Purpose Hourly Rate	Effective 12-06-2023 Minimum Weekly All Purpose Hourly Rate	Effective 12-06-2024 Minimum Casual Employee Base Rate	Effective 12-06-2025 Minimum Weekly All Purpose Hourly Rate
<u>Tradesperson (Fitter)</u>	\$39.50	\$41.08	\$42.12	\$43.06
<u>Tradesperson (Electrician)</u>	\$47.62	\$49.52	\$50.76	\$52.03
<u>Grade 1 Technician</u>  Control Room Operator	\$ 32.92	\$34.24	\$35.09	\$35.88
<u>Grade 2 Technician</u>  • Wet End Operator • Finishing Machine Operator  Materials Handling Operator	\$31.12	\$32.36	\$33.17	\$33.92
<u>Grade 3 Technician</u>  • Wet End Assistant Operator • Finishing Machine Set Up Technician • Tooling Repair Technician • Materials Handling Prime Materials — Grab Driver • Annual Leave Coverage	\$28.99	\$30.15	\$30.90	\$31.60
<u>Grade 4 Technician</u>  • Corrugator Outfeed Stacker • Waste Process Technician • Finishing Machine (Feeder) • Tooling Preparation Technician  Material Handling Finished Goods (Dispatch loader)	\$26.87	\$27.94	\$28.64	\$29.29
<u>Grade 5 New Starter</u>	\$22.36	\$23.25	\$23.84	\$24.43

Note:

A casual employee will be paid the hourly rate specified plus a casual loading of 25%.

Shift loadings and overtime will be paid to casual employees in accordance with this Agreement.



## APPENDIX B | CLASSIFICATIONS & RATES (Enterprise Flexibility Agreement (EFA's))

These rates apply to any Employees that were engaged under EFA's as defined by Clause 23.

CLASSIFICATION	Current Weekly All Purpose Hourly Rate	Effective 12-06-2023 Minimum Weekly All Purpose Hourly Rate	Effective 12-06-2024 Minimum Weekly All Purpose Hourly Rate	Effective 12-06-2025 Minimum Weekly All Purpose Hourly Rate
<u>Tradesperson (Fitter)</u>	\$39.50	\$41.08	\$42.12	\$43.06
<u>Tradesperson (Electrician)</u>	\$47.62	\$49.52	\$50.76	\$52.03
<u>Grade 1 Technician</u> Control Room Operator	\$36.58	\$ 38.04	\$38.99	\$39.87
<u>Grade 2 Technician</u> <ul style="list-style-type: none"> <li>Wet End Operator</li> <li>Finishing Machine Operator</li> </ul> Materials Handling Operator	\$34.58	\$35.96	\$36.86	\$37.69
<u>Grade 3 Technician</u> <ul style="list-style-type: none"> <li>Wet End Assistant Operator</li> <li>Finishing Machine Set Up Technician</li> <li>Tooling Repair Technician</li> <li>Materials Handling Prime Materials – Grab Driver</li> <li>Annual Leave Coverage</li> </ul>	\$31.56	\$32.82	\$33.64	\$34.40
<u>Grade 4 Technician</u> <ul style="list-style-type: none"> <li>Corrugator Outfeed Stacker</li> <li>Waste Process Technician</li> <li>Finishing Machine (Feeder)</li> </ul>	\$29.40	\$30.58	\$31.34	\$32.05

• Tooling Preparation Technician				
Material Handling Finished Goods (Dispatch loader)				
<u>Grade 5</u> <u>New Starter</u>	\$22.36	\$23.25	\$23.84	\$24.43

## **APPENDIX C – DEFINITIONS**

### **Tradesperson (Fitter and Turner and/or Electrician)**

Means a person who is suitably qualified as a recognized Tradesperson and is competent, as assessed by Visy.

### **Grade (1) Corrugator Control Room Operator**

Operate Machinery to meet agreed production, service and quality standards. Being fully conversant on all aspects of the machine being

1. Control Room
2. Stackers
3. Double Backer
4. Modul Facer 1 & 2
5. Starch Kitchen
6. Software

Employees working within this Grade will be provided with a Safe Working Procedure (SWP), outlining requirements as to scheduled maintenance, correctly maintaining equipment; housekeeping and safety expectations.

Carry out all reasonable requests set by Management team, as well as following all aspects of the Position Description.

### **Grade (2) Corrugator Wet End Operator**

Operate Double Backer / Modul Facer to agreed production, service and quality standards. Being fully conversant on all aspects of the machine.

Employees working within this Grade will be provided with a Safe Working Procedure (SWP), outlining requirements as to scheduled maintenance, correctly maintaining equipment; housekeeping and safety expectations.

Carry out all reasonable requests set by Management team, as well as following all aspects of the Position Description.

### **Grade (2) Finishing Machine Operator**

Operate Machinery to meet agreed production, service and quality standards. Being fully conversant on all aspects of the machine being

1. Finishing Machine and all auxiliary equipment
2. Machine Operating Systems

Employees working within this Grade will be provided with a Safe Working Procedure (SWP), outlining requirements as to scheduled maintenance, correctly maintaining equipment; housekeeping and safety expectations.

Carry out all reasonable requests set by Management team, as well as following all aspects of the Position Description.

### **Grade (2) Materials Handling Operator Strapping Line**

Operate Materials Handling Line and associated equipment to meet agreed production, service and quality standards.

Employees working within this Grade will be provided with a Safe Working Procedure (SWP), outlining requirements as to scheduled maintenance, correctly maintaining equipment; housekeeping and safety expectations.

Carry out all reasonable requests set by Management team, as well as following all aspects of the Position Description.

### **Grade (2) Materials Handling Prime Materials – Grab Driver**

Holder of a current licence, responsible for ensuring the licence does not expire.

Employees working within this Grade will be provided with a Safe Working Procedure (SWP), outlining requirements as to scheduled maintenance, correctly maintaining equipment; housekeeping and safety expectations.

Carry out all reasonable requests set by Management team, as well as following all aspects of the Position Description.

### **Grade (3) Corrugator Wet End Assistant operator**

Operate Machinery to meet agreed production, service and quality standards (within 10% of the required Grade 2 Corrugator Wet End Operator.

Employees working within this Grade will be provided with a Safe Working Procedure (SWP), outlining requirements as to scheduled maintenance, correctly maintaining equipment; housekeeping and safety expectations.

Carry out all reasonable requests set by Management team, as well as following all aspects of the Position Description.

### **Grade (3) Finishing Machine Set Up Technician**

Operate Machinery to meet agreed production, service and quality standards (within 10% of the required Finishing Machine Performance levels): Being conversant on all aspects of the machine being

1. Finishing Machine and all auxiliary equipment
2. Machine Operating Systems,

Deputise for the Technician In the event of Technician absence, managing crew and machine set up, operation.

Employees working within this Grade will be provided with a Safe Working Procedure (SWP), outlining requirements as to scheduled maintenance, correctly maintaining equipment; housekeeping and safety expectations.

Carry out all reasonable requests set by Management team, as well as following all aspects of the Position Description.

### **Grade (3) Tooling Repair Technician**

Coordinate with the Finishing Machine Tooling Technician (Tooling Preparation Technician) to ensure deliverables of the role are being achieved.

Employees working within this Grade will be provided with a Safe Working Procedure (SWP), outlining requirements as to scheduled maintenance, correctly maintaining equipment; housekeeping and safety expectations.

Carry out all reasonable requests set by Management team, as well as following all aspects of the Position Description.

#### **Grade (4) Corrugator outfeed Stacker**

Operate Corrugator Stacker – Top – Middle - Bottom to agreed production, service and quality standards.

Employees working within this Grade will be provided with a Safe Working Procedure (SWP), outlining requirements as to scheduled maintenance, correctly maintaining equipment; housekeeping and safety expectations.

Carry out all reasonable requests set by Management team, as well as following all aspects of the Position Description.

#### **Grade (4) Finishing Machine Feeder**

Operate Feed end and Stacking End to agreed production, service and quality standards.

Employees working within this Grade will be provided with a Safe Working Procedure (SWP), outlining requirements as to scheduled maintenance, correctly maintaining equipment; housekeeping and safety expectations.

Carry out all reasonable requests set by Management team, as well as following all aspects of the Position Description.

#### **Grade (4) Waste Process Technician**

Holder of a current Forklift licence, responsible for ensuring the licence does not expire.

Ensuring all Codes of Practices are followed, and safe systems of work are followed at all times.

Operate Machinery to meet agreed production, service and quality standards.

Employees working within this Grade will be provided with a Safe Working Procedure (SWP), outlining requirements as to scheduled maintenance, correctly maintaining equipment; housekeeping and safety expectations.

Carry out all reasonable requests set by Management team, as well as following all aspects of the Position Description.

#### **Grade (4) Material Handling Finished Goods (Dispatch loader)**

Holder of a current Forklift licence, responsible for ensuring the licence does not expire.

Employees working within this Grade will be provided with a Safe Working Procedure (SWP), outlining requirements as to scheduled maintenance, correctly maintaining equipment; housekeeping and safety expectations.

Carry out all reasonable requests set by Management team, as well as following all aspects of the Position Description.

#### **Grade (4) • Tooling Preparation Technician**

Ensure all tooling, ink and proofs are supplied to finishing machines to prevent crew disorganisation or downtime.

Employees working within this Grade will be provided with a Safe Working Procedure (SWP), outlining requirements as to scheduled maintenance, correctly maintaining equipment; housekeeping and safety expectations.

Carry out all reasonable requests set by Management team, as well as following all aspects of the Position Description.

**Grade 5 Entry (New Starter)**

New starter to business, employee under training until competent in the appointed role, that the employee has been allocated.

In respect of the Grade 5 Entry (New Starter) classification, this classification will only be applied for up to 38 hours.