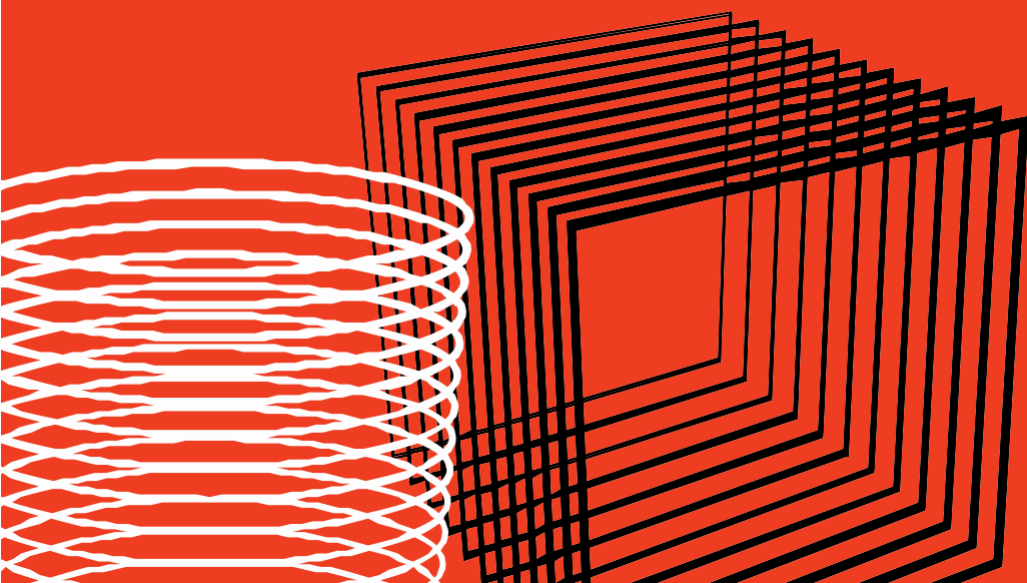




**ORORA BEVERAGE CANS  
DANDENONG ENTERPRISE  
AGREEMENT 2024**



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## **PART 1 – APPLICATION AND OPERATION**

### **1. Title**

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This Agreement shall be known as the *Orora Beverage Cans Dandenong Enterprise Agreement 2024*.

### **2. Application and Coverage**

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The parties to this Agreement are:

- (a) Orora Packaging Australia Pty Ltd trading as Orora Beverage Cans, Dandenong (the “**Company**”);
- (b) All employees who are:
  - (i) employed at the Orora Beverage Cans Dandenong site at 100 South Gippsland Highway, Dandenong; and
  - (ii) engaged in any of the occupations, industries or callings specified in the Award and who are employed in classifications C14 – C6 of Schedule B of the Award, whether members of an Organisation of employees listed in sub-clause 2(c) hereof or not.
- (c) Subject to the Fair Work Commission noting it in its approval decision, the organisations that represent the employees defined in sub-clause 2(b), namely the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union.

### **3. Commencement Date and Period of Operation**

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This Agreement shall operate 7 days from the date of approval by the Fair Work Commission and shall remain in force until 30 June 2027.

### **4. Incorporation of Award Terms and relationship with NES**

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- (a) The terms of the *Manufacturing and Associated Industries and Occupations Award 2020*, or its successor award(s) (“**Award**”), as varied from time to time, are incorporated into this Agreement.
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- (b) If an incorporated Award term is inconsistent with an express term of this Agreement, the express term in the Agreement prevails over the incorporated Award term to the extent of the inconsistency.
- (c) Despite sub-clause 4(a), other than expressly provided for in this Agreement, any facilitative arrangements or Award flexibility clause in the Award shall not be used without consultation with the union.
- (d) In this Agreement references to the Award shall mean the Award as incorporated into the Agreement unless the context requires otherwise.
- (e) Upon incorporating Award terms into the Agreement the incorporated Award terms are to be read as altered with the appropriate changes to make them provisions of the Agreement rather than provisions of an award. So, for example, the loadings, penalties and allowances in the Award apply to the rates of pay due under the Agreement, not the Award rate.
- (f) Existing over award payments and conditions of employment shall continue to apply except where the expressly stipulated terms of this Agreement say otherwise.
- (g) This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit to an employee, the NES provision will apply to the extent of the inconsistency.

## **5. Objectives**

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The purpose of this Agreement is to demonstrate a shared commitment to achieve the following:

- (a) An injury free workplace and compliance with our OHS legal obligations.
  - (b) Total workforce involvement in achieving quantifiable performance improvements through monitoring the key business drivers and implementing action plans to achieve organisational and operational goals.
  - (c) Implementation of systems and processes that will ensure the supply of quality product to our customers.
  - (d) Continuously improve the productive performance of the plant to obtain and sustain best quality and manufacturing practices.
  - (e) Sustaining a competitive advantage through teamwork, flexible skills application, responsiveness to our customers, effective utilisation of technologies, reducing waste inventory and lead times.
  - (f) We are committed to searching for areas where continuous improvements can be made and implement such improvements as part of this Agreement.
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**6. No Extra Claims**

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- (a) It is a term of this Agreement that the parties to this Agreement and the employees will not pursue any extra claims for the life of this Agreement.
- (b) Further, the parties agree that this Agreement is in full and final settlement of all claims between the parties during the nominal term of the Agreement and that this Agreement comprehensively regulates terms and conditions of employment.

**7. Individual Flexibility Arrangements**

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- (a) The Company and an individual employee may agree to an arrangement (individual flexibility arrangement) varying the effect of this Agreement in relation to the Company and the employee, in order to meet the genuine needs of the Company and the employee.
  - (b) The terms of this agreement which may be subject to variation by an individual flexibility arrangement are the following:
    - (i) annual leave may be paid in one lump sum at the commencement of the leave period as an alternative to in each pay period in which the leave falls due.
  - (c) The Company and the employee must genuinely make the individual flexibility arrangement without coercion or duress.
  - (d) The individual flexibility arrangement must:
    - (i) be confined to a variation in the application of one or more of the terms listed in sub-clause 7(b);
    - (ii) result in the employee being better off overall than the employee would have been if no individual flexibility arrangement had been agreed to; and
    - (iii) be in writing, name the parties to the agreement and be signed by the Company representative and the employee (and, if the employee is under 18 years of age, the employee's parent or guardian);
  - (e) The Company must ensure the arrangement is about only matters that would be permitted matters and is not about matters that would be unlawful if those matters were contained in the Agreement.
  - (f) The Company must provide the employee with a copy of the individual flexibility arrangement within 14 days of it being agreed.
  - (g) The individual flexibility arrangement can be terminated:
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- (i) by either the Company or the employee giving written notice to the other party of 28 days; or
- (ii) by agreement of the parties in writing at any time.

## **PART 2 – CONSULTATION, REPRESENTATION AND DISPUTE RESOLUTION**

### **8. Consultative Committee**

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- (a) The parties agree to continue the current consultative committee to improve health and safety, productivity, efficiency and to provide for the effective involvement of all employees in business improvements. The committee will consist of an equal number of elected employee representatives and nominated Company representatives.
- (b) The objectives of the committee would be to discuss matters including but not limited to:
  - (i) Introduction of new technology
  - (ii) Changes to work practices
  - (iii) Quality
  - (iv) Productivity improvement
  - (v) Health and safety
  - (vi) Communication
- (c) Employee representatives on the committee will have adequate time and access to the persons they represent:
  - (i) prior to meetings to prepare for agenda items; and
  - (ii) following meetings, to report back, where necessary, on issues discussed.

### **9. Introduction of Change**

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- (a) Where the Company has made a definite decision to either:
    - (i) introduce major changes in production process/layout, program, organisation, structure, or technology that are likely to have significant effects on employees; or
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- (ii) change an employee's regular roster or ordinary hours of work;

the Company shall notify the employees who may be affected by the proposed changes and their union or representative.

- (b) For the purpose of this clause 'significant effects' include termination of employment, major changes in the composition, operation or size of the workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs. Provided that where the Agreement makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.
- (c) The Company shall provide information about and discuss the proposed changes referred to in sub-clause 9(a) above as early as practicable, with the employees affected and their union or representative. Such discussions shall include the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees: for example, allowing employees to change rosters by agreement between themselves, by allowing some scope for flexibility in start and finish times, or by allowing employees to take leave. The Company shall:
  - (i) Invite the employees to give their views on the impact of any proposed change (including any impact in relation to their family or caring responsibilities in relation to a change to hours of work);
  - (ii) Give prompt consideration to matters raised by employees and or their union or representative in relation to the changes and their impacts. To assist such discussions the Company shall provide in writing to the employees concerned and their union or representative all relevant information about the changes, including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees. Provided that the Company shall not be required to discuss confidential information the disclosure of which would be inimical to the Company's interests.
  - (iii) Efforts will be made to present the above information in a manner which can be easily understood including where necessary information in languages other than English for employees of non-English speaking backgrounds.

## **10. Workplace Delegates**

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- (a) Workplace delegates' provisions will be in accordance with the Award.
  - (b) Excerpts of some of the key award 40A sub clauses relating to delegates rights Clauses 40A.5, 40A.6, 40A.7 and 40A.8 for ease of reference are as represented below.
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**40A.5 Right of representation**

A workplace delegate may represent the industrial interests of eligible employees who wish to be represented by the workplace delegate in matters including:

- (a) consultation about major workplace change;
- (b) consultation about changes to rosters or hours of work;
- (c) resolution of disputes;
- (d) disciplinary processes;
- (e) enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the Act or is assisting the delegate's organisation with enterprise bargaining; and
- (f) any process or procedure within an award, enterprise agreement or policy of the employer under which eligible employees are entitled to be represented and which concerns their industrial interests.

**40A.6 Entitlement to reasonable communication**

- (a) A workplace delegate may communicate with eligible employees for the purpose of representing their industrial interests under clause 40A.5. This includes discussing membership of the delegate's organisation and representation with eligible employees.
- (b) A workplace delegate may communicate with eligible employees during working hours or work breaks, or before or after work.

**40A.7 Entitlement to reasonable access to the workplace and workplace facilities**

- (a) The employer must provide a workplace delegate with access to or use of the following workplace facilities:
  - (i) a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible employees;
  - (ii) a physical or electronic noticeboard;
  - (iii) electronic means of communication ordinarily used in the workplace by the employer to communicate with eligible employees and by eligible employees to communicate with each other, including access to Wi-Fi;
  - (iv) a lockable filing cabinet or other secure document storage area; and
  - (v) office facilities and equipment including printers, scanners and photocopiers.
- (b) The employer is not required to provide access to or use of a workplace facility under clause 40A.7(a) if:
  - (i) the workplace does not have the facility;
  - (ii) due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or
  - (iii) the employer does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

**40A.8 Entitlement to reasonable access to training**

Unless the employer is a small business employer, the employer must provide a workplace delegate with access to up to 5 days of paid time during normal working hours for initial training and at least one day each subsequent year, to attend training related to representation of the industrial interests of eligible employees, subject to the following conditions:

- (a) In each year commencing 1 July, the employer is not required to provide access to paid time for training to more than one workplace delegate per 50 eligible employees.
- (b) The number of eligible employees will be determined on the day a delegate requests paid time to attend training, as the number of eligible employees who are:
  - (i) full-time or part-time employees; or
  - (ii) regular casual employees.
- (c) Payment for a day of paid time during normal working hours is payment of the amount the workplace delegate would have been paid for the hours the workplace delegate would have been rostered or required to work on that day if the delegate had not been absent from work to attend the training.
- (d) The workplace delegate must give the employer not less than 5 weeks' notice (unless the employer and delegate agree to a shorter period of notice) of the dates, subject matter, the daily start and finish times of the training, and the name of the training provider.
- (e) If requested by the employer, the workplace delegate must provide the employer with an outline of the training content.
- (f) The employer must advise the workplace delegate not less than 2 weeks from the day on which the training is scheduled to commence, whether the workplace delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.
- (g) The workplace delegate must, within 7 days after the day on which the training ends, provide the employer with evidence that would satisfy a reasonable person of their attendance at the training.

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**11. Disputes Settlement Procedure**

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- (a) If there is a dispute over the application of this Agreement between an employee or employees and the Company, or the National Employment Standards (NES), the dispute resolution procedure set out in this clause shall apply. The aim of this procedure is to ensure that the dispute is settled as quickly as possible.
  - (b) During each stage of the dispute resolution procedure either the employee(s) or the Company may choose to be accompanied or represented by another person of their choice.
  - (c) The procedure is:
    - (i) 1st step: The matter is discussed between the employee(s) and his
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- immediate supervisor.
- (ii) 2nd step: If settlement is not reached, the matter is discussed between the immediate supervisor, the employee and any representative of the employee. If settlement is not reached, the Site Operations Manager will become involved.
  - (iii) 3rd step: If settlement is not reached, the matter is referred to more senior management of the Company and any more senior representative of the employee.
  - (iv) 4<sup>th</sup> step: If the attempts at the Plant to resolve the dispute have failed, the matter in dispute may be referred to the Fair Work Commission (FWC) for resolution by conciliation.
  - (v) 5<sup>th</sup> step – If the matter is not resolved by conciliation, the FWC may, subject to the agreement of both the employee(s) and the Company at the time, resolve the matter in dispute by arbitration of the application of the Agreement. The parties may identify a particular member of the FWC who will arbitrate the matter in dispute and failing agreement will be before a member allocated by the FWC.
- (d) In exercising its arbitration functions in this dispute resolution clause, the FWC may only exercise the procedural powers that are agreed to by both the employee(s) and the Company in the agreement to arbitration.
  - (e) Whilst these processes are being followed the parties shall be committed to avoid stoppages of work, lock outs or other bans or limitations on work or limitations on the performance of work and the company shall ensure that all practices applied during the operation of this procedure are in accordance with safe working practices and consistent with established custom and practice at the enterprise.
  - (f) Until the matter is resolved, work will continue normally, without prejudice. Every effort will be made to ensure settlement of a grievance at the earliest possible stage and at each stage an agreed time for resolution of the problem will be made before progression to the next stage.
  - (g) Subject to appeal to a Full Bench of the FWC on a question of law, the decision will be binding upon the parties. In relation to an appeal on a question of law, the FWC may exercise such procedural powers in relation to hearings and submissions as are necessary to make the appeal process effective.

## PART 3 – WORK ORGANISATION AND ENVIRONMENT

### 12. Competency Standards and Training

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- (a) The parties agree to follow the principles set out in the *National Metals and Engineering Competency Standards Implementation Guide* and to support any tripartite changes made to the National Metal and Engineering Competency Standards.
  - (b) The parties will continue to implement:
    - (i) Review process to develop an agreed competency matrix.
    - (ii) Training which is accredited and is consistent with the competency standards.
    - (iii) Recognition of existing skills and prior learning using the agreed industry assessment processes and the national competency standards.
    - (iv) Reclassification arising from the above training and/or skill recognition. All assessments will be conducted by a workplace training and assessment specialist. Any assessment disputes will be reviewed by an RTO or other accredited body.
    - (v) All employees will have access to the relevant training as recommended by the training committee.
    - (vi) No employee will be discriminated against in relation to training.
  - (c) Training of employees will be provided to promote movement of personnel across different areas of the plant. The parties understand that the implementation of the standards will assist in creating a learning environment together with career path opportunities as identified by current and future business needs. Progression through the classification structure will result in increased pay.
  - (d) Subject to assessor availability (current and independent provider) or other unanticipated circumstances, within 12 months of FWC approval of the Orora Beverage Cans Enterprise Agreement 2024, the Company is committed to undertaking a classification review of employees who are covered by the Agreement and who have not had a classification review since the 1<sup>st</sup> January 2024.
    - a) The Company agrees for an independent review of team member classification review results to be conducted by MISTAS or an alternative service provider as mutually agreed. Any disputes, with regard to team member classification reviews will be referred to the relevant accredited body.
    - b) In this instance, the Company is amenable to covering up to 3 days (24 hours consulting time) at a maximum cost of \$5,000, for an independent review by
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the service provider selected in subclause a) above of team member classifications. The service engagement will be managed by the Site Operations Manager in accordance and compliance with Company policy and processes. Any request for additional consulting hours or cost would need to be approved by the Company prior to any additional work being undertaken or service provided.

### **13. Part-time, fixed and maximum term employment**

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#### **Part time employment**

- (a) An employee may be engaged to work on a part-time basis involving a regular pattern of hours which average less than the average ordinary hours per week for a full-time employee.
- (b) A part-time employee must be engaged and paid for a minimum of 3 consecutive hours per day or shift. In order to meet their personal circumstances, a part-time employee and the employer may agree to an engagement for no less than 1 consecutive hour per day or shift. The agreement reached must be recorded in writing.
- (c) Before commencing part-time employment, the employee and employer must agree in writing on the average weekly ordinary hours to be worked by the employee and the averaging period. The terms of that agreement may be varied by further written agreements.
- (d) Except as otherwise provided in this Agreement, a part-time employee must be paid and afforded other benefits under this Agreement on a pro-rata basis for all hours of work as compared with a full-time employee.
- (e) Public holidays: Where a part-time employee's rostered ordinary hours fall on a public holiday prescribed in the NES and work is not performed by the employee, such employee must not lose ordinary pay for the day.

#### **Fixed and maximum term employment**

- (a) A new employee may be engaged on a fixed or maximum term basis. This means employees may be employed by the Company for a fixed or maximum period of time on a full time or part time basis or for a specific project/event of finite duration, as agreed in writing with that employee. It is anticipated that a fixed or maximum term engagement would be for no longer than two years.
- (b) The employment of a fixed or maximum term employee will automatically terminate on the end date of their fixed or maximum term employment.

### **14. Roster Arrangements – shift workers**

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**The provisions of this clause deal with the roster arrangements for shift workers only. Roster arrangements for day workers are governed by the Award.**

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#### 14.1 Flexible roster options

- (a) The rosters to be worked, to meet changing customer demand include:
  - (i) 7 day, 4 crew roster.
  - (ii) 6 day, 4 crew roster.
  - (iii) 6 day, 3 crew roster.
  - (iv) 5 day, 3 crew roster (average 38 hours/week).
  - (v) 5 day, 3 crew roster (average 40 hours/week).
- (b) Should a change to shift rosters be required other than those specified above, then this would be facilitated through clause 9 (Introduction of Change) of this Agreement.
- (c) Hours of work for the Digital Print Line Operations, may include the options listed in Clause 14.1 (a) above or any other pattern of work. Where the Company in accordance with this Agreement, is required to consult about hours of work under this sub clause, it shall do so in accordance with Clause 9 Introduction of Change.

#### 14.2 Roster conditions

- (a) Conditions for all rosters are attached to this document in **Appendix A**.
- (b) The following conditions will also apply to all rosters in **Appendix A** of this Agreement:
  - (i) 12 hours pay for employees rostered off on public holidays.
  - (ii) Public holidays will take affect from 7.00 a.m. on the morning of the holiday to 7.00 a.m. the following day.

Note: To avoid confusion this means that employees rostered off on public holidays are entitled to payment for all gazetted, prescribed, additional or any other public holidays only when the roster at the time that the public holiday falls includes such days as being rostered days of work.

- (c) Easter Saturday will be recognised as a Public Holiday.
- (d) Public Holidays may be worked based on operational and/or customer requirements. In the first instance the Company will ask for team members to volunteer to work on public holiday shifts. In the unlikely event, there are an insufficient number of team members who wish to volunteer to work on those shifts, subject to clause 14.2(e) management will nominate additional team members from the teams already rostered on the shifts which fall on the Public Holiday to work that Public Holiday.
- (e) Subject to business and operational requirements, for each Public Holiday up to 4 team members who are rostered on the shift(s) which fall on the Public Holiday (including team members requesting annual leave spanning across a public

holiday) can request in advance to not work on the Public Holiday. Such requests must be submitted at least 4 weeks prior to the Public Holiday. Team members who have received formal approval from their shift leader for annual leave spanning a Public Holiday or to not work on the Public Holiday will not be nominated to work on a Public Holiday in accordance with clause 14.2(d).

- (f) Christmas Day may only be worked by agreement between both parties. Public holidays worked are paid at triple time. i.e. Public Holiday x 1, Hours worked x 2 times.

### **14.3 Roster changes**

- (a) Rosters may be changed by giving two weeks' notice, or with the agreement of the majority of affected employees, any lesser period.
- (b) Each roster will run for a minimum duration of 4 weeks.

## **15. Shift Support Can Makers**

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- (a) Three (3) shift employees will be employed as Shift Support Can Makers.
- (b) The Shift Support Can Makers are engaged primarily to support the current shift employees and will be used to support shift absence. During times when there is no requirement to cover absence on the shift, they will undertake other duties as directed by management. The Shift Support Can Makers will have equal access to overtime.
- (c) Shift Support Can Makers will follow the roster of their respective shift team.
- (d) There will be no change to the order that OT is offered: permanents (including shift can support makers), then casuals on all rosters.
- (e) Newly recruited can makers, will assume the Shift Support Can Maker role allowing the current incumbents to move to a regular can maker role when a vacancy becomes available with appropriate skills and competency requirements.

## **16. Crewing Levels and Duties**

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- (a) Unless reduced in accordance with clause 9 (Introduction of Change):
    - (i) Crewing levels of can makers for standard can Line 1 operations shall be 10 (1 being the shift supervisor) per shift.
    - (ii) Crewing levels of can makers for single decorator Line 1 operations shall be 9 (1 being the shift supervisor) per shift, with a reduction of one decorator operator (this excludes the running of the embosser). Any excess operators will be used for other duties during this period.
    - (iii) Crewing levels of can makers for standard can Line 2 operations shall be 7 per shift.
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- (b) One additional Wet Areas Manufacturing System employee is employed on day shift.
- (c) Day shift support personnel may, for periods of less than 4 hours, assist in the production of cans and via consultation consider any further requests for assistance.
- (d) Can makers to perform on the run maintenance within agreed competency matrix (Refer clause 12 – Competency standards and training). During periods of full production this will be to a maximum of one operator per shift, at the discretion of the shift supervisor. The supervisor will ensure that the workload of the remaining crew is not adversely affected.
- (e) Commitment from all employees to housekeeping on a daily basis.

## **17. Labour hire and contract labour**

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### **17.1 Labour hire**

- (a) Until the nominal expiry date of this Agreement the following guidelines will be used when sourcing casual labour. Plant overtime requirements will be covered by the following guidelines:
  - (i) It is agreed that during all periods, appropriately skilled permanent employees, will be given preference on any overtime that is available to be worked.
  - (ii) The Company will ensure that at all times this does not amount to unlawful discrimination.
  - (iii) The Company will use casual labour when permanent employees are unable to attend. Should there be a need to establish a fourth shift at the plant, for a temporary period, then casual labour employees will be employed to make up numbers required for the fourth shift.
- (b) The Company will have the discretion to make arrangements with the labour hire provider regarding the rates of pay for such workers, provided the rates of pay meet minimum legal requirements. However, the exception to this is in relation to labour hire workers used to cover day shift support (maintenance) team members: such labour hire workers will be paid the rates provided for in this Agreement.

### **17.2 Contractors**

- (a) The parties agree that contractors can be used to:
  - (i) perform specialised work or services; or
  - (ii) install new facilities, plant or equipment; or
  - (iii) ensure that all work is completed in a safe, timely and cost-effective manner.



- (b) Management will consult with employees and union representatives on the requirements to use contractors.

## **18. Absence Management**

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### **18.1 Short term absences**

- (a) Absence management will primarily be managed through the use of the shift support can makers in accordance with clause 15 (Shift Support Can Makers).
- (b) However, if after calling on the shift support can maker on the shift there are still absences on the shift below the standard levels of coverage as defined in clause 16 (Crewing Levels and Duties), the Shift Leader will request an employee to stay back on overtime or call an employee in for overtime to cover the absence.
- (c) If an absence cannot be covered with overtime and the Shift Leader has attempted to call employees using the Overtime Availability Roster, casual employees or labour hire workers may be utilised. Casual employees or labour hire workers will not be used to cover absences where the role to be covered requires particular skills, unless the worker holds relevant qualifications.
- (d) In a situation where the absence is not to be covered and the shift will run with less than the stated crewing levels in clause 16 (Crewing Levels and Duties), the Shift Leader will consult the crew Employee Representative and the OHS Representative affected to ensure he/she takes into account:
  - (i) safety - including consideration of the number of change overs and that the line is not subject to excessive work content;
  - (ii) quality – that the process can comply to the standards required; and
  - (iii) other works which may impact the line.
- (e) In the event that significant crewing issues persist, one decorator may be shut down to allow continuous production.

### **18.2 Long term absences**

- (a) A contractor/labour hire worker/casual may be engaged for a specific period of time, but not exceeding 2 years to cover the following specific long-term absences of duration greater than 3 weeks. No coverage for long term absence will commence until the employee has been away for 3 weeks.
    - (i) Workers Compensation
    - (ii) Long Term Illness
    - (iii) Long Service Leave
    - (iv) Parental Leave
    - (v) Annual Leave
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- (b) Where the period of absence under either sub-clause (a)(i) or (a)(ii) extends beyond 6 months, the site manager will consult with the consultative committee.

## **19. Work environment**

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### **19.1 Facilities**

The Company shall continue to provide facilities including lockers, hot and cold water, appropriate protective clothing, ventilation, toilets, meals area and facilities. Any disagreements about the adequacy of facilities provided, shall be dealt with through the established consultative process of this operation and where necessary the dispute settlement procedure.

### **19.2 First aiders**

The current practice of 2 first aiders per shift will continue.

## **PART 4 - REMUNERATION**

## **20. Wages**

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### **20.1 Wage increases**

- (a) The following wage increases will apply:
  - (i) 3.5% from the first full pay period on or after 1<sup>st</sup> July 2024; and
  - (ii) 3.5% from the first full pay period on or after 1<sup>st</sup> July 2025; and
  - (iii) 3.0% % from the first full pay period on or after 1<sup>st</sup> July 2026.
- (b) The wage increases specified above will be applied to employee base rate of pay and shall not be absorbed into any over award payment.
- (c) Each employee at employed at the time of the commencement of the Agreement will receive a lump sum payment of \$500 gross. Payment of the lump sum of \$500 gross will be made in the first full pay period following the commencement of the Agreement.

### **20.2 Wage rates**

The wage rates which apply in the first year and due to the wage increases provided for in clause 20.1 can be found in **Appendix B**.

**21. Allowances**

**21.1 “All-purpose allowances”**

- (a) If an allowance is identified as an “all-purpose allowance” it forms part of the employee’s base rate of pay, and other Agreement entitlements, such as overtime, shift and weekend penalties, are calculated on the compounded rate of pay.
- (b) Only allowances identified as an “all-purpose allowance” in this Agreement will be paid as such.

**21.2 Confined Spaces Allowance**

A confined space allowance will be paid to all employees required to work in a confined space as indicated below. Part hours will be rounded up to the nearest 15-minute period and paid accordingly. All work performed must be recorded on a confined space permit.

1 July 2024	1 July 2025	1 July 2026
\$1.03 per hour	\$1.06 per hour	\$1.09 per hour

**21.3 Dirty Work Allowance**

Upon the commencement of the Orora Beverage Cans Dandenong Enterprise Agreement 2021, dirty work allowance has been incorporated into the classification wage rate schedule contained within Appendix B.

**21.4 First Aid Allowance**

A first aid allowance of will be paid in accordance with clause 32.2(b) of the Award as follows:

1 July 2024	1 July 2025	1 July 2026
\$ 19.43 per week	\$ 20.11 per week	\$20.71 per week

**21.5 Meal Allowance**

1 July 2024	1 July 2025	1 July 2026
\$ 16.42 per occasion	\$16.99 per occasion	\$17.50 per occasion

Employees who commenced employment on or after the 1<sup>st</sup> July 2019 will not be eligible for payment of meal allowances.

Employees who commenced employment prior to the 1<sup>st</sup> July 2019 will be eligible for payment of a meal allowance in accordance with current site arrangements. This item will not be subject to removal by majority vote in future agreements.

**21.6 Acting Shift Leader Allowance**

When an employee is required to fill in for a shift leader due to an absence, the employee will be entitled to a flat daily allowance of \$36.00 for each day that they fill the duties of the shift leader role.

**21.7 D Grade Licence Holder Allowance**

Employees performing the work of D Grade Licence and holding a current D Grade Licence shall be paid an allowance in accordance with the table below. This allowance is an “all-purpose allowance” (see definition in subclause 21.1).

1 July 2024	1 July 2025	1 July 2026
\$0.79 per hour	\$0.81 per hour	\$0.84 per hour

**21.8 Tool allowance**

All maintenance and shift fitter team members will receive a tool allowance in accordance with the table below. This allowance is an “all-purpose allowance” (see definition in subclause 21.1).

1 July 2024	1 July 2025	1 July 2026
\$0.48 per hour	\$0.49 per hour	\$0.51 per hour

**21.9 Other Allowances**

- (a) Wet Places - All employees will be provided with effective protective clothing and/or footwear.
- (b) Electrical Compliance - The Company will meet the costs in complying with the regulations in the purchase of prescribed/non-prescribed and periodical certificates or its equivalent issued by Energy Safe Victoria and the renewal of all required licences.

**22. Accident make-up pay**

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The rights and obligations of the parties to this Agreement in relation to accident pay are set out in **Appendix C**.

**23. Superannuation**

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The rights and obligations of the parties to this Agreement in relation to superannuation are set out in **Appendix D**.

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**24. Payment of Wages**

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- (a) Wages will be paid weekly.
- (b) Wages will be deposited, less the appropriate taxation and any other deductions, whether these are pre-tax, by wage sacrifice or after-tax, into the employee's nominated bank account or an account nominated by the employee with a bank or other financial institution recognised by the Company.
- (c) On or prior to the date for payment of wages, the Company will state to the employee in writing:
  - (i) the amount of wages to which the employees is entitled;
  - (ii) the amount of taxation and any other deductions to be made in accordance with the terms of this Agreement, and;
  - (iii) the net amount to be deposited into the account of the employee.

**25. Wage-Sacrifice / Flexible Remuneration**

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The rights and obligations of the parties to this Agreement in relation to wage sacrifice are set out in **Appendix E**.

**26. Overtime**

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All overtime worked will be paid at double time.

## PART 5 – LEAVE

### 27. Annual leave

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#### 27.1 Entitlement

- (a) Annual leave will accrue in accordance with the conditions for the relevant Roster Arrangement (see **Appendix A**). If no such conditions are stipulated, annual leave will accrue in accordance with sub-clauses (b) or (c).
- (b) Employees (except casual employees) are entitled to paid annual leave for each year of service with the Company of 1/13 of the ordinary hours worked by the employee (Note: this is the equivalent of 4 weeks leave). i.e. Employees who work 38 ordinary hours per week are entitled to 152 hours of annual leave per year.
- (c) Continuous seven (7) day shift workers (except casual employees) who are rostered to work regularly on Sundays and public holidays will be entitled to additional annual leave for each year of service with the Company of 1/52 of the ordinary hours worked by the employee. i.e. Continuous seven (7) day shift workers are entitled to 190 hours of annual leave per year.

Example: A shift worker whose ordinary hours worked for a 12 month period were 38 hours per week, and who worked as a 7 day shift worked throughout that period, would be entitled to an additional 38 hours of annual leave (which would be equivalent of one week of annual leave if his or her ordinary hours worked remained unchanged).

- (d) Annual leave accrues on a pro-rata basis and will be credited weekly.
- (e) Annual leave is cumulative.

#### 27.2 Loading

An Employee who takes annual leave will be entitled to be paid a loading as follows:

- (a) Day workers: 17.5% loading based on the leave taken or the relevant weekend penalty rates, whichever is greater but not both.
- (b) Shift Workers: 17.5% or the shift loading (including relevant weekend penalty rates), whichever is greater but not both.
- (c) 20% Annual Leave loading on Night Shift.

### 27.3 Taking of annual leave

The Company may grant, if it thinks appropriate, leave in advance of when it is accrued. The right to further annual leave will not commence to accrue until after the expiration of the year in respect of which the leave has been taken.

### 27.4 Cash out of annual leave

- (a) An individual may request to forgo the taking of a portion of leave and instead receive a payment for the foregone leave.
- (b) If the Company agrees to the request, it must be implemented in accordance with the following conditions:
  - (i) each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between the Company and the employee; and
  - (ii) the cashing out will only be permitted to the extent that the employee's remaining accrued entitlement to paid annual leave is not less than 4 weeks; and
  - (iii) the employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.

## 28. Personal leave

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### 28.1 Definitions

- (a) **Personal/carer's leave** means sick leave or carer's leave. A period of personal leave does not break an employee's continuity of service.
- (b) **Sick leave** means leave taken by an employee because of personal illness or injury;
- (c) **Carer's leave** means leave taken by an employee to provide care or support to a member of the employee's immediate family or member of the employee's household, who requires care or support because of a personal illness or injury of that family/household member or unexpected emergency affecting that family/household member;
- (d) **Immediate family member** means the employee's spouse (including former and/or de facto spouse), child, parent, grandparent, grandchild, sibling or the employee's spouse's child, parent, grandparent, grandchild or sibling.

### 28.2 Paid Personal/Carer's Leave – Entitlement

- (a) Personal leave will accrue in accordance with the conditions for the relevant Roster Arrangement (see **Appendix A**). If no such conditions are stipulated, annual leave will accrue in accordance with sub-clause (b).
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- (b) Employees (except for casual employees) are entitled to accrue an amount of paid personal/carer's leave, for each completed 4 week period of continuous service with the company of 1/26 of the number of ordinary hours worked by the employee during that 4 week period.
- (c) Paid personal/carer's leave accrues on a pro-rata basis and will be credited progressively.
- (d) Paid personal/carer's leave is cumulative.
- (e) If an employee is terminated by the company and is re-engaged by the company within a period of 6 months then the employee's unclaimed balance of personal leave shall continue from the date of re-engagement.
- (f) An employee is not entitled to take paid sick leave during a period where the employee is absent and for which the employee is receiving workers' compensation payments under a law, unless the law provides otherwise.

### **28.3 Unpaid Carer's Leave – Entitlement**

- (a) Employees (including regular casual employees) are entitled to up to 2 days unpaid carer's leave per occasion of an immediate family member or household member of the employee requiring care or support as defined in clause 28.1 subject to the employee complying with the notice and documentation requirements set out in clause 28.4.
- (b) Unpaid carer's leave can be taken either as a single, unbroken, period of up to 2 days or any separate periods agreed upon by the employee and Company.
- (c) A period of unpaid carer's leave will not break an employee's continuity of service but will not count as service of the employee.

### **28.4 Notice and documentation**

- (a) Sick Leave – An employee who has had two paid personal leave absences in the year for personal illness or injury, the duration of each absence being of one day only, is not entitled to further paid personal leave for personal illness or injury in that year of duration of one day only without notice of documentation to the Company. To be entitled to take paid sick leave, the employee must provide the Company with the following:
  - (i) Notice as soon as is reasonably practicable that the employee will be, or is, absent from work for a specific period of time because of personal illness or injury; and
  - (ii) Notice that the employee requires leave during a specific period because of personal illness or injury; and
  - (iii) A Medical Certificate from a registered health practitioner or a Statutory Declaration which provides that:



- (iv) Medical Certificate – that in the registered health practitioner’s opinion, the employee was or is likely to be unfit for work for a specific period because of personal illness or injury;
  - (v) Statutory Declaration - the employee was or is likely to be unfit for work for a specific period because of personal illness or injury.
- (b) Carer’s Leave - To be entitled to take paid or unpaid carer’s leave, the Employee must provide the Company with the following:
- (i) Notice as soon as is reasonably practicable that the employee requires leave for a specific period to provide care or support to a member of the Employee’s immediate family or household; and
  - (ii) If the care or support is required because of personal illness or injury of the family/household member, a Medical Certificate from a registered health practitioner that includes a statement that in the registered health practitioner’s opinion, the employee’s immediate family or household member has, or will have, a personal illness or injury during the period; or
  - (iii) If the care or support is required because of unexpected emergency affecting the family/household member, a Statutory Declaration made by the employee that includes a statement that the Employee requires, or required, leave to provide care or support for the Employee’s immediate family or household member during a specific period because of a personal illness or injury of that member or because of an unexpected emergency affecting that member, for which the member required care or support.

## **29. Compassionate Leave**

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### **29.1 Entitlement**

- (a) Employees are entitled to a period of up to two (2) days compassionate leave for each occasion when a member of the employee’s immediate family or household:
- (i) contracts or develops a personal illness that poses a serious threat to his/her life;
  - (ii) sustains a personal injury that poses a serious threat to his/her life;
  - (iii) dies;
- and the employee provides the Company with evidence of that illness, injury or death.
- (b) The rate of pay for any period of compassionate leave taken by the employee is the amount that the Employee would have earned had they worked during that period.

**29.2 Taking of compassionate leave**

- (a) Compassionate leave can be taken as either a single, unbroken period of up to 2 days or any separate periods agreed upon by the Company and employee.
- (b) If an employee is entitled to compassionate leave because the employee's immediate family member or member of the employee's household has contracted or developed a personal illness or sustained a personal injury, the employee is entitled to start the leave at any time while the illness or injury persists.

**29.3 Evidence**

- (a) To be entitled to the leave in clause 29.1, the employee must give the following evidence to the Company as soon as is reasonably practicable:
  - (i) In the case of clause 29.1(a)(i) or 29.1(a)(ii), a medical certificate or statutory declaration made by the employee;
  - (ii) In the case of clause 29.1(a)(iii), an appropriate newspaper notification if required by the Company.

**30. Parental leave**

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**30.1 Entitlement**

The Orora Parental Leave policy, as varied from time to time, applies to employees covered by this Agreement, ensuring NES entitlements are met at all times.

**31. Long service leave**

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The parties acknowledge that all matters relating to long service leave, including accrual of entitlements, taking and cashing out, and the mechanisms for resolution of disputes, are governed exclusively by the provisions of the *Long Service Leave Act 2018 (Vic)* as amended from time to time. That Act is not incorporated into this Agreement.

**32. Jury Service**

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Full time and part time employees attending for jury service are entitled to have their pay made up to what they would have received for working ordinary time. Employees must provide proof of attendance.

- (a) A full time employee required to attend for jury service during his or her ordinary working hours shall be reimbursed by the Company an amount equal to the difference between the amount paid in respect of his or her attendance for such jury service and the amount of wage he or she would have received in respect of the ordinary time he or she would have worked had he or she not been on jury service.
  - (b) Where a part time employee is required to attend for jury service and such
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attendance coincides with a day on which the employee would normally be required to work, payment shall be made to the employee in accordance with sub-clause 32(a).

- (c) An employee shall notify the Company as soon as possible of the date upon which he or she is required to attend for jury service. Further, the employee shall give the Company proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

### **33. Bonus Days**

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- (a) Bonus days will continue to apply for all existing shift employees employed on or prior to 6 October 2009. Any new employee employed after 6 October 2009 will not be entitled to Bonus Days.
- (b) It is the company's intention that the bonus day remains for all existing shift employees employed on or prior to 6 October 2009, and is not subject to removal by majority vote in future agreements.

### **34. Shut Downs**

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- (a) The Company may, by giving notice of its intention to do so, direct employees to take an amount of annual leave and/or Special Leave during a particular period if the Company shuts down the business, or part of the business, and if the employee has leave credited of at least the amount he/she is directed to take.

#### Standard shut downs

- (b) The Company may close down the business, or part of the business, for one or two separate periods. If the shut downs are in two separate periods, one of those periods will be for a period of at least fourteen (14) consecutive days including non-working days. In the case that the first shut is less than 14 consecutive days, the second shut may be less than 14 consecutive days if varied by agreement with a majority vote (by way of mass meeting) of the employees. Agreement will not be unreasonably withheld.
- (c) If the Company and majority of employees agree, three (3) shut downs may occur per year and one of those periods will be for at least fourteen (14) days including non-working days.
- (d) For the purpose of a shut down under sub-clause (b), a year is defined as 1 July to 30 June. Four weeks' notice is required for a shut-down under sub-clause (b).

#### Public holiday shut downs

- (e) In addition to the above, the Company may schedule public holiday shut down days as provided for in subclauses (f) to (j).
- (f) Public holiday shut down days must be scheduled immediately before, immediately after, or either side of a public holiday, and may be scheduled as single days or a maximum of 2 days (excluding the public holidays) per shut down occasion.
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- (g) If the Company has not utilised all available public holiday shut down days as at Christmas, the Company may schedule the non-utilised days for a shut down anytime between Christmas Day and New Years Day, in which case the 2 day maximum shut down period under sub-clause (f) does not apply.
- (h) In any event, no more than 6 public holiday shut down days may be scheduled in any financial year.
- (i) Two weeks' notice is required for a public holiday shut down.
- (j) Public holiday shut downs may be scheduled:
- across some or all of the site operations;
  - across all production lines at the site;
  - for a single production line only (Line, Line 2 or other e.g. Digital Print Line);  
or
  - for a combination of one or more production lines.
- For example: PH shut down for Line 2 and Digital Print Line but not Line 1.

### **35. Family Violence**

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The Orora Family Violence policy, as varied from time to time, applies to employees covered by this Agreement, ensuring NES entitlements are met at all times.

## PART 6 – TERMINATION OF EMPLOYMENT

### 36. Redundancy

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#### 36.1 Consultation

- (a) Where the Company has made a definite decision that the Company no longer wishes the job the employee has been doing done by anyone and this is not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment, the Company shall, as soon as practicable, hold discussions with employees directly affected and with their union or representative.
- (b) The discussions will cover any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations on the employees concerned.
- (c) To assist the discussions the Company shall as soon as practicable after making a decision, provide in writing to the employees concerned and their union or representative, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected and the number of workers normally employed and the period over which, or the time when the terminations are likely to be carried out. Provided the Company shall not be required to disclose confidential information the disclosure of which would be inimical to the Company's interests.
- (d) It is understood that a retrenchment process/program will need to be discussed between the parties, to facilitate any redundancies during the life of this Agreement. This process/program will consider voluntary redundancies as well as ensuring that the business has sufficient skills to run efficiently.

#### 36.2 Entitlements

- (a) If it was necessary to reduce our labour force as a result of redundancies, employee entitlements such as accrued Long Service Leave, accrued Annual Leave and Retrenchment payments payable on termination, will be paid in full to those affected.
- (b) Refer to **Appendix F** for detailed redundancy policy.
- (c) Minimum payment for redundancy is 4 weeks.

**37. Transfer of business**

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- (a) Where a business is before or after the date of this Agreement, transferred from the Company (in this subclause called "the old employer") to another employer (in this subclause called "the new employer") and an employee who at the time of such transfer was an employee of the old employer in that business becomes an employee of the new employer:
- (i) the continuity of the employment of the employee is deemed not to have been broken by reason of such transfer; and
  - (ii) the period of employment which the employee has had with the old employer or any prior employer is deemed to be service of the employee with the new employer.
- (b) In this subclause "business" includes trade, process, business or occupation and includes part of any such business and "transfer" includes transmission, conveyance, assignment or succession whether by agreement or by operation of law and "transferred" has a corresponding meaning.
- (c) Subject to sub-clause (d), no entitlements will be payable under clause 36 (Redundancy) or the Redundancy Appendix in circumstances where there is a transfer of employment (as defined in the *Fair Work Act 2009*) between the old employer and the new employer and either:
- (i) the employee accepts employment with the new employer which recognises the period of continuous service which the employee had with the old employer and any prior employer (in a transfer of employment context) to be continuous service of the employee with the new employer; or
  - (ii) the employee rejects an offer of employment with the new employer:
    - in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the old employer; and
    - which recognises the period of continuous service which the employee had with the old employer and any prior employer (in a transfer of employment context) with the new employer.
- (d) If the transfer of employment results in a relocation of the business to a site which increases the travel distance of an employee by more than 20 kilometres each way (from their home), the employee will be entitled to refuse an offer of employment with the new employer and remain entitled to the redundancy benefits provided for in the **Appendix F** (Redundancy).
- (e) The FWC may vary the operation of this clause if it is satisfied that the provision would operate unfairly in a particular case.
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**38. Statement of Employment**

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The Company shall, upon receipt of a request from an employee whose employment has been terminated, provide to an employee a written statement specifying the period of his or her employment and the classification of or the type of work performed by the employee.

**SIGNATURES**

**On behalf of the Company:**



Name: Zane Cassim  
Position Title: Operations Manager Dandenong  
Date: 13 November 2024  
Address: 100 Gippsland Highway  
Dandenong Vic 3175

**On behalf of the Employees:**

Name:  
Title/Authority:  
Date:  
Address:



## APPENDICES

### Appendix A Roster Conditions

#### A.1 7 Day, 4 Crew Roster

The following 7 Day Roster terms and conditions apply.

Average weekly hours	Employees will be rostered for an average of 42 hours per week over each 4 week roster cycle, consisting of: <ul style="list-style-type: none"> <li>• 38 ordinary hours; and</li> <li>• 4 hours of rostered overtime.</li> </ul>
Hours of Work	Day shift - 7.00 am to 7.00 pm Night shift - 7.00 pm to 7.00 am
Rates of Pay (Ordinary hours)	<p><u>Weekday day shift:</u> The first 10.86 hours paid at ordinary time and the remaining 1.14 hours paid at double time (100%).</p> <p><u>Weekday night shift:</u> A shift loading of 20% on ordinary hours will be paid on night shift only ie. a) Monday to Thursday: the first 10.86 hours paid with 20% loading and the remaining 1.14 hours paid at double time (100%). b) Friday night 7.00pm to 12.00 midnight: 5 hours paid with 20% loading. The next 7 hours from midnight to 7.00am paid at double time (100%).</p> <p><u>Weekend day shift:</u> Saturday and Sunday 7.00am to 7.00pm, 12 hours paid at double time (100%).</p> <p><u>Saturday and Sunday night shift:</u> Saturday night and Sunday 7.00pm to 7.00am paid at double time (100%).</p>
Overtime	<p>a) All hours worked beyond normal roster will be overtime paid at double time (100%).</p> <p>b) Where employees attend a meeting immediately after the completion of their shift the time taken at the meeting is paid at double time (100%).</p>
Training & meetings on rostered days off	Employees coming in on rostered off days for training and meetings will be paid normal time.
Annual Leave	The entitlement will be as per clause 27, taken as either 10.86 hrs or 12 hrs per day, assuming sufficient leave exists.
Sick Leave	The entitlement will be as per clause 28, taken as either 10.86 hrs or 12 hrs per day, assuming sufficient leave exists.

**A.2 6 Day, 4 Crew roster**

The following 6 Day, 4 Crew Roster terms and conditions apply:

Average weekly hours	Employees will be rostered for an average of 38 hours per week over each 12 week roster cycle
Hours of Work	Day shift: 7.00 a.m. - 7.00 p.m. Night shift: 7.00 p.m. 7.00 a.m.
Accrued additional hours	2 hours per week will be banked and used for production, subject to demand. If conditions allow, the time could be used for the purposes of: providing training opportunities for our people, including maintenance and project activities.
Rates of Pay	<p>Weekdays:</p> <ul style="list-style-type: none"> <li>a) Day shift to be paid at 12 hours ordinary time.</li> <li>b) Night shift to be paid at 12 hours ordinary time plus 20% shift loading even though the award entitlement is 15%.</li> <li>c) Friday night shift to be paid as follows: First 5 hours at ordinary time plus 20% shift loading. Second 7 hours at ordinary time plus 100% shift loading</li> </ul> <p><u>Weekends:</u></p> <ul style="list-style-type: none"> <li>a) Saturday and Sunday 7.00am to 7.00pm, 12 hours paid at ordinary time plus 100% shift loading.</li> <li>b) Saturday night and Sunday 7.00pm to 7.00am paid at ordinary time plus 100% shift loading.</li> </ul>
Overtime	All hours worked over normal roster will be overtime to be paid at double time.
Training & meetings on rostered days off	Employees coming in on rostered off days for training and meetings will be paid normal time.
Annual Leave	Annual Leave subject to Clause 27. Accrued and deducted based on ordinary hours.
Sick Leave	Sick Leave subject to Clause 28. Accrued and deducted based on ordinary hours.

Appropriately skilled casuals will be hired to make up numbers for the fourth shift.

**A.3 6 Day, 3 Crew roster**

The following 6 Day, 3 Crew Roster terms and conditions apply:

6 day work period	7.00 p.m. Sunday to 7.00 p.m. Saturday.
Average weekly hours	Employees will be rostered for an average of 48 hours per week over each 3 week roster cycle, consisting of: <ul style="list-style-type: none"> <li>• 38 ordinary hours; and</li> <li>• 10 rostered overtime hours.</li> </ul>
Hours of Work	Day shift - 7.00 am to 7.00 pm Night shift - 7.00 pm to 7.00 am
Rates of Pay (Ordinary Hours – 9.5 hours / day)	<p>a) Work performed between 7.00 a.m. and 4.30 p.m. Monday to Friday at ordinary rates.</p> <p>b) Work performed between 7.00 p.m. and 4.30 a.m. each night Monday to Thursday and 7.00 p.m. to midnight on Friday at ordinary rate plus shift loading 20%.</p> <p>c) Work performed between midnight Friday and 7.00 p.m. Saturday at ordinary rate plus 100%.</p> <p>d) Work performed between 7.00 p.m. Sunday and 7.00 a.m. Monday at ordinary rate plus 100%</p>
Overtime	<p><u>Rostered overtime</u> Rostered overtime is the last 2-5 hours of each shift. i.e. Day: 4.30 pm – 7.00 pm Night: 4.30 am - 7.00 a.m. Hours worked in excess of 9.5 hours Monday to Friday paid at double time.</p> <p><u>Non-rostered overtime</u> Hours worked when rostered off paid at double time.</p>
Annual Leave	Annual leave will accrue at a rate of 192 hours per annum.
Sick Leave	<p>a) Personal leave will accrue at a rate of 96 hours per annum.</p> <p>b) Sick leave can be taken as either 7.6 hours/day, 9.5 hours/day, or 12.0 hours/day paid at ordinary time irrespective of when taken.</p>

A working party consisting of seven management representatives three union representatives (shop stewards) and four production employees will meet when required to discuss the workings of the 12-hour shift roster.

**A.4 5 day, 3 Crew Roster (Average 38 hours/week)**

The following 5 Day, 3 Crew Roster terms and conditions apply:

5 day work period	7.00am Monday to 7.00am Saturday
Average weekly hours	Employees will be rostered for an average of 38 ordinary hours per week over each 6 week roster cycle
Hours of Work	Day shift: 7.00 a.m. - 7.00 p.m. Night shift: 7.00 p.m. 7.00 a.m.
Rates of Pay	a) Day shift to be paid at 12 hours ordinary time. b) Night shift to be paid at 12 hours ordinary time plus 20% shift allowance even though the award entitlement is 15%. c) Friday night shift to be paid as follows: First 5 hours at ordinary time plus 20%. Second 7 hours at double time.
Overtime	Any hours worked over and beyond normal roster will be deemed as overtime which will be paid at double time.
Annual Leave	Annual Leave subject to Clause 27 a) Annual leave to be accrued at the rate of 2.923 hours for each 38 ordinary working hours worked. b) Leave loading 17.5% applies. c) Leave to be paid on an hour-by-hour basis: i.e. 12 hours leave = 12 hours pay.
Sick Leave	Sick leave subject to clause 28. To be paid on an hour-by-hour basis. i.e. 12 hours sick = 12 hours pay.

The following arrangements also apply:

- a. Shift swapping also allowable subject to approval of supervisors.
- b. For as long as it is commercially possible, maintenance will be carried out each Monday during day shift.

**A.5 5 day, 3 Crew Roster (Average 40 hours/week)**

The following roster terms and conditions apply:

5 day work period	7.00am Monday to 7.00am Saturday
Average weekly hours	Employees will be rostered for an average of 40 hours per week over each 3 week roster cycle, consisting of: <ul style="list-style-type: none"> <li>• 38 ordinary hours; and</li> <li>• 2 rostered Extra Hours</li> </ul>
Hours of Work	Day shift: 7.00 a.m. - 7.00 p.m. Night shift: 7.00 p.m. 7.00 a.m.
Rates of Pay	a) Day shift to be paid at 12 hours single time. b) Night shift to be paid at 12 hours single time plus 20% shift allowance even though the award entitlement is 15%. c) Friday night shift to be paid as follows: First 5 hours at single time plus 20%. Second 7 hours at double time.
Overtime	Any hours worked over and beyond normal roster will be deemed as overtime which will be paid at double time.
Annual Leave	a) Annual leave to accrue based on average weekly ordinary hours. b) Loading of 17.5% or the relevant shift loading, whichever is the higher, will be paid on annual leave. c) Leave taken to be deducted and paid on an hour-by-hour basis: i.e. 12 hours leave = 12 hours pay.
Sick Leave	Sick leave subject to clause 28. To be paid on an hour-by-hour basis. i.e. 12 hours sick = 12 hours pay.
Special Leave	a) Each week worked or taken as paid leave under this Roster will result in the accrual of two (2) hours of Special Leave. b) Accrued Special Leave may be taken with the Company's approval as leave while working any roster pattern. c) An application to take accrued Special Leave will only be approved if the Company considers at the time of approving the leave that employee's absence will not result in any additional cost to the Company (i.e. no leave coverage is required for the absence, e.g. due to sufficient manning levels or due to a shut down). d) If the Company directs a shut down in accordance with clause 34 of this Agreement, the Company will accept any application by an employee made prior to the shutdown date to utilise either annual leave or any Special Leave available. e) Special Leave taken will be paid at single time. No leave loading applies. f) Accrued untaken Special Leave will be paid out on termination of employment. Payment will be made at single time with no loading.
Roster changes	Clause 14.3(a) will not apply in respect of a change between this roster and the roster set out in A.4. Instead: <ul style="list-style-type: none"> <li>a) For a change from A.4 to A.5, one week's notice is required; and</li> <li>b) For a change from A.5 to A.4, three weeks' notice is required.</li> </ul>

**Appendix B                      Classifications and Wage Rates**

	Hourly Rate from the first full pay period commencing	Hourly Rate from the first full pay period commencing	Hourly Rate from the first full pay period commencing
	1/07/2024	1/07/2025	1/07/2026
<b>Classification</b>			
Day Shift Maintenance Specialist L2	\$56.0000	\$57.9600	\$59.6988
Day Shift Maintenance Specialist L1	\$52.5000	\$54.3375	\$55.9676
C7	\$51.1731	\$52.9641	\$54.5531
C8	\$49.5916	\$51.3273	\$52.8671
C9	\$48.0093	\$49.6896	\$51.1803
C10	\$46.6901	\$48.3242	\$49.7740
C11A	\$41.9083	\$43.3751	\$44.6763
C11B	\$43.0378	\$44.5441	\$45.8804
C11C	\$44.1687	\$45.7146	\$47.0861
C12A	\$38.1297	\$39.4643	\$40.6482
C12B	\$39.2717	\$40.6462	\$41.8656
C12C	\$40.4014	\$41.8155	\$43.0699
C13A	\$34.7503	\$35.9666	\$37.0456
C13B	\$35.8811	\$37.1369	\$38.2510
C13C	\$37.0065	\$38.3018	\$39.4508

**Appendix C            Accident make-up pay**

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**C.1        Definitions**

- (a)        **“Act”** means the *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic) as amended from time to time;
- (b)        **“incapacity”** has the same meaning and application used in the Act;
- (c)        **“injury”** has the same meaning and application used in the Act. If an injury does not attract an entitlement to compensation under the Act there is no entitlement to accident pay;
- (d)        **“current work capacity”** has the same meaning and application used in the Act;
- (e)        **“no current work capacity”** has the same meaning and application used in the Act;
- (f)        **“week(s)”** means any week in which accident pay is paid even if a payment is for only part of the week; and
- (g)        **“weekly payment(s)”** has the same meaning and application used in the Act.
- (h)        **For an employee with no current work capacity, “accident pay”** means the difference between the weekly payment made in respect of the employee and an amount equal to the wages the employee would have received for the ordinary time the employee would have worked with the Company performing the employee’s normal duties, in the employee’s normal classification, for the week in question, but excludes payments by way of:
  - (i)        attendance bonuses;
  - (ii)        shift premiums;
  - (iii)        overtime payments;
  - (iv)        foundry allowance;
  - (v)        fares and travelling allowance;
  - (vi)        multi-storey allowance;
  - (vii)        site disability allowance;
  - (viii)        special rates or other similar payment.
- (i)        **For an employee with current work capacity, “accident pay”** means the difference between the weekly payment made in respect of the employee together with any ordinary time payments made for any work undertaken and an amount equal to the wages the employee would have received for the ordinary time the employee would have worked with the Company performing the employee’s normal duties, in the employee’s normal classification, for the week in question, but excludes payments

by way of:

- (i) attendance bonuses;
- (ii) shift premiums;
- (iii) overtime payments;
- (iv) foundry allowance;
- (v) fares and travelling allowance;
- (vi) multi-storey allowance;
- (vii) site disability allowance;
- (viii) special rates or other similar payments.

### **C.2 Calculation of accident pay**

- (a) Where an employee is paid under an incentive earning scheme (such as payment by results, a task or bonus scheme, etc.) and the employee also receives over award payment, the accident pay rate includes an amount equal to 65% of the average weekly rate of the incentive earning scheme payments made to the employee for the period actually worked during ordinary hours over the 13 week period prior to accident pay starting.
- (b) Where an employee is paid under an incentive earning scheme (such as payment by results, a task or bonus scheme, etc.) and the employee does not receive over award payments, the accident pay rate includes incentive earning scheme payments.
- (c) The weekly payment payable under subclauses C.1(h) and C.1(i) is based on “pre-injury average weekly earnings” or “PIAWE” as defined in the Act.

### **C.3 Part week payments**

Payments of accident pay made in respect of part of a week will be on a direct pro rata basis.

### **C.4 Qualification for payment**

- (a) The Company is responsible for the payment of accident pay, but this liability may be discharged by another person on the Company’s behalf.
  - (b) As long as the employee remains in the employment of the Company, the employee is entitled to accident pay while the employee receives weekly payments, provided that:
    - (i) if an employee on partial incapacity cannot obtain suitable employment from the Company, but alternative employment is available with another employer, then the relevant amount of accident pay will still be paid;
    - (ii) unless an employee’s employment is terminated due to the employee’s serious or wilful misconduct or arises from a declaration of liquidation of the company, (in which case the employee’s entitlement will be determined by
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the appropriate legislation), accident pay continues to apply after an employee's employment is terminated by the Company.

- (c) For accident pay to continue after the termination of an employee's employment by the Company the employee will, if required, provide evidence of continuing weekly payments.
- (d) An employee on engagement may be required to declare all workers' compensation claims made in the previous 5 years. In the event of false or inaccurate information being deliberately and knowingly declared, the Company may require the employee to forfeit her or his entitlement to accident pay under this Agreement.

### **C.5 Period of payment**

- (a) Accident pay does not apply in respect of any injury during the first 5 normal workings days of incapacity.
- (b) The maximum period or aggregate periods of accident pay to be made by the Company will be a total of 39 weeks for any one injury (as defined in subclause C.1(c)), according to the table set out below in clause C.11.
- (c) Absence on other paid leave: An employee is not entitled to accident pay in respect of any period of other paid leave.

### **C.6 Notice of injury**

Upon receiving an injury for which she or he claims to be entitled to accident pay an employee must, as soon as practicable, give the Company notice of the injury in writing. Notice may be given by a representative of the employee.

### **C.7 Medical examination**

In order to receive an entitlement to accident pay an employee will conform to the requirements of the Act as to medical examinations.

### **C.8 Redemption/outstanding payment**

- (a) Where there is a redemption of weekly payments under the Act the Company's liability to pay accident pay ceases from the date of the redemption.
- (b) If weekly payments do not commence or if they are terminated, but the weekly payments are later made or reinstated, accident pay will be paid when the outstanding weekly payments are made.

### **C.9 Insurance against liability**

Nothing in this Agreement requires the Company to insure against liability for accident pay.

### **C.10 Death of an employee**

Accident pay ceases on the death of an employee.

**C.11 Summary of entitlements**

Category <sup>(a)</sup>	2nd to 13th week <sup>(b)</sup>		14th to 26th week		27th to 40th week	
	Compensation <sup>(c)</sup>	Accident pay <sup>(d)</sup> to:	Compensation <sup>(c)</sup>	Accident pay <sup>(d)</sup> to:	Compensation <sup>(c)</sup>	Accident pay <sup>(d)</sup> to:
(1) Workers with no work capacity:	95% PIAWE	100%	80% PIAWE	100%	80% PIAWE	100%
(2) Workers who have received, accepted and continued in a return to work plan from the Company:	95% PIAWE less CWE <sup>(e)</sup>	100%	80% PIAWE less 60% of CWE	100%	80% PIAWE less 60% of CWE	100%
(3) Workers in receipt of compensation who have received but not accepted or have failed to continue in or fully comply with, a return to work plan which is not disputed by the treating medical practitioner:	95% PIAWE	100%	80% PIAWE	65%	80% PIAWE	65%
(4) Workers who: (a) have not received a return to work plan from the Company; or (b) have received a return to work plan from the Company that is disputed by the treating medical practitioner:	95% PIAWE	100%	80% PIAWE	100%	80% PIAWE	100%

Notes to interpreting the table:

- (a) Depending on the circumstances, an individual employee may move between categories nominated in the table. For example, an employee who is categorised as a worker with no work capacity, and who is offered and accepts a return to work plan, will be categorised in the next category.
- (b) In the first week of injury the Company, by virtue of the Act, will pay 95% of the employee’s PIAWE. No accident pay is payable.
- (c) “Compensation” refers to the payment made by the insurer (via the Company) in accordance with the Act. Payment levels, or the basis on which they are calculated may vary from time in accordance with legislation. The levels included in this table were correct at the time the agreement was made. “Compensation” is based on PIAWE as defined in the Act. At the time of making this agreement, the definition of PIAWE included overtime and shift penalties, among other items.

- (d) “Accident pay” is defined in subclauses C.1(h), C.1(i), C.2(a) and C.2(b). No accident pay is payable unless Compensation is being paid. “Accident pay” does not include overtime and shift penalties in the calculation, among other things. Due to the differences in the calculation between “Compensation” and “Accident Pay,” it is possible that the level of “Compensation” in accordance with the Act will exceed the amount that would have been payable under “Accident Pay”, and therefore the amount calculated in Accident Pay will be nil. For example:
- (i) Employee A’s PIAWE calculation multiplied by the relevant % is \$1100 per week. Employee A’s earnings for the purpose of Accident Pay calculation is \$1000 per week. Employee A will receive \$1100 per week in Compensation and no Accident Pay.
  - (ii) Employee B’s PIAWE calculation multiplied by the relevant % is \$900 per week. Employee B’s earnings for the purpose of Accident Pay calculation is \$1000 per week. Employee B will receive \$900 in Compensation and the Company will pay \$100 per week in Accident Pay, totalling \$1000.
- (e) “CWE” means current weekly earnings.

**Appendix D Superannuation**

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**D.1 Compliant Funds**

- (a) Employees will be entitled to choose a compliant fund of their choice into which the Company will make all superannuation contributions.
- (b) The default fund for new employees will be the Orora Superannuation Fund, which is currently a sub-plan of the Plum Superannuation Fund.
- (c) Employees who fail to provide details of an existing membership of a compliant fund, or who fail to return a completed Membership Application form for a compliant fund to the pay office within 7 days of commencing employment with the Company, will be deemed to have selected the default fund.
- (d) Subject to the rules of the funds, employees may elect to switch between the nominated accumulation funds once in each 12 month period. The Company will implement a change of fund request in payroll within two months of the employee providing payroll with a properly completed transfer form and membership application form for their nominated fund.
- (e) For reasons such as full or partial fund amalgamation, substitution or rationalisation, employee benefits under one of the funds listed in this Superannuation clause may be transferred to a different fund. For the purpose of this Superannuation clause, a reference to a superannuation fund therefore includes a reference to a successor or transferee fund or any fund that results from the amalgamation, substitution or rationalisation of the fund named in sub-clause (b).

**D.2 Contributions**

- (a) The Company will only be required to make contributions to one of the funds nominated in accordance with clause D.1 for each employee, covering all company and employee contributions, whether before tax or after tax.
  - (b) Employer contributions will be paid on Ordinary Time Earnings (as defined in sub-clause (c) or (d)) at a rate no less than that prescribed by Superannuation Guarantee legislation in force at the time. If an employee was given undertaking in writing at the time his or her benefit in the Amcor Superannuation Fund (the predecessor sub-plan to the Orora Superannuation Fund) was transferred from a defined benefit arrangement to an accumulation style of benefit, the employee will whilst remaining in the Orora Superannuation Fund be entitled to the rate in accordance with that undertaking unless and until such time as the rate required by legislation exceeds the rate in the undertaking.
  - (c) For permanent employees, Ordinary Time Earnings will be based on the employee's base pay rate, tool allowance, leading hand allowance and any other all purpose wage related allowance and shift loading, including weekend and public holiday rates where the shift worked is part of the employee's normal rostered hours of work. These components of pay will be calculated for the employee's normal rostered hours of work. All other allowances and payments, including non-rostered overtime, are excluded.
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- (d) For casual employees, Ordinary Time Earnings will be based on the employee's base pay rate, casual loading, shift loading, tool allowance, leading hand allowance and any other all purpose wage related allowance, including weekend and public holiday rates, for all hours worked which do not attract overtime penalties. All other allowances and payments, including overtime are excluded.

## Appendix E Flexible Remuneration

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### E.1 Flexible Wage Sacrificing is Available

Despite any other provision of an Award or industrial instrument, an employee may, by mutual agreement with the Company and in accordance with this Appendix, request to sacrifice part of his or her future unearned, pre-tax wages or salary in exchange for the provision by the Company of an allowable, non-cash benefit of an equivalent value to the amount sacrificed.

### E.2 Allowable Wage Sacrifice Benefits

Wage sacrificing can occur in respect of the following benefits:

- (a) superannuation contributions in excess of the required company contributions (subject to the employee's chosen fund being able to accept wage sacrifice contributions) where those contributions are made in accordance with Appendix D of this Agreement;
- (b) any other benefit approved by the Company in its discretion.

(collectively, "**allowable wage sacrifice benefits**").

### E.3 Conditions for Wage Sacrificing

- (a) An allowable wage sacrifice benefit can only be provided where:
  - (i) the parties agree to sacrifice a future wage or salary payment that the employee has not earned an entitlement to receive at the time of the agreement;
  - (ii) the benefit is a wage sacrifice benefit that is an allowable benefit in accordance with clause E.2;
  - (iii) the employee submits to the Company the documentation required in clause E.4, which is approved and accepted by the Company;
  - (iv) the deduction is not contrary to the law.
- (b) All wage sacrifice member (voluntary) contributions will have the 15% contributions tax deducted by the fund before they are credited to the member's superannuation account.
- (c) The employee will bear the responsibility for all taxes and any additional costs associated with the sacrifice arrangement.

### E.4 Applying for Wage Sacrifice Benefits

To receive wage sacrifice benefits the employee must submit to the Company:

- (a) a written notice of election on the relevant application form in use within the Company from time to time;
- (b) in the case of Superannuation benefits:
  - (i) if the employee's chosen fund for the purposes of this Agreement is the Orora Superannuation Fund, the form supplied by the Administrator of the fund must be completed and returned to Payroll;
  - (ii) if the employee's chosen fund for the purposes of this Agreement is one of the industry funds named in this Agreement, OBS Form 4.7 Request to Vary Voluntary Contributions to an Industry Fund must be completed and returned to OBS Payroll;
- (c) any other documentation as reasonably required by the Company in accordance with the superannuation payment policies applicable in the Company from time to time;
- (d) any other documentation as reasonably required in accordance with the relevant wage sacrifice policy applicable in the Company from time to time.

#### **E.5 How Wage Sacrificing Will Operate**

- (a) On receipt of the relevant application form and any other documentation required by this Part, the Company will consider the employee's request and, if acceptable, provide written confirmation of the acceptance to the employee.
- (b) From the time of the acceptance:
  - (i) the value of the wage-sacrifice benefit or benefits will be deemed to form part of the agreed wages or salary required to be paid to the employee under this Agreement;
  - (ii) income taxation withholdings will, to the extent permitted by law, be deducted from the employee's wages or salary assessed at the wage or salary level after the deduction of the value of the allowable wage sacrifice benefits from the wage or salary;
  - (iii) any accrued leave that can be taken by the employee as paid leave under either this Agreement or as a matter of Federal law, will be paid when taken on the basis of the wages or salary of the employee as they are affected by the wage sacrifice arrangements.
- (c) Following the first wage sacrifice payment, the Company will retain a notional pay rate equivalent to the pre-sacrifice pay rate of the employee, for the purposes of calculating other benefits or benefits payable during the employment under this Agreement, if applicable, namely:
  - (i) overtime entitlements;
  - (ii) shift and other allowances;

- (iii) penalty payments;
- (iv) superannuation contributions.

#### **E.6 How Wage Sacrificing can End**

An employee can elect to terminate their receipt of wage sacrifice benefits by providing written notice to the Company on the relevant form applicable within the Company from time to time. If accepted by the Company, the receipt of wage sacrifice benefits will terminate from the day agreed to by the employee and the Company.

#### **E.7 Superannuation**

In the case of Superannuation benefits:

- (a) if the employee's chosen fund for the purposes of this Agreement is the Orora Superannuation Fund, the form provided by the Administrator of the fund must be completed and returned to Payroll;
- (b) if the employee's chosen fund for the purposes of this Agreement is one of the industry funds named in this Agreement, OBS Form 4.7 Request to Vary Voluntary Contributions to an Industry Fund must be completed and returned to Payroll.

#### **E.8 Continuation of wage sacrifice program**

The Company intends to maintain a worthwhile wage sacrifice programme for its employees. In the event, however, of any ruling of a Court, tribunal or the ATO or of any change to the law affecting taxation, fringe benefits, or superannuation that:

- (a) makes the operation of this Part or any part of it ineffective, unattainable or illegal; or
- (b) requires the Company to incur additional costs in maintaining a wage sacrifice program for an employee or employees,

the Company may terminate the wage sacrifice arrangement for the employees concerned. The receipt of wage sacrifice benefits will terminate from the day notified to the employee by the Company.

#### **E.9 Termination of employment**

Despite anything else in this Agreement, the receipt of wage sacrifice benefits will cease on the date of termination of the employment of the employee concerned, whatever the reason for termination. Any termination payments to the employee will be calculated on the basis of the ordinary cash wage or salary rate of the employee.

#### **E.10 Independent Advice**

The Company strongly recommends that employees contemplating any wage sacrificing arrangement in accordance with this Part should obtain their own independent financial advice. The Company will not, and is not by law permitted to, provide any financial advice regarding the arrangements including with respect to the suitability of the arrangements to or their consequences for any employee or employees. The employees agree that the

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responsibility to obtain such advice will at all times lie with the employee and not with the Company.

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**Appendix F****Redundancy**

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**F.1 Coverage**

- (a) The terms of this Appendix will apply to apprentices only if they are terminated in a retrenchment program. It will not apply to an apprentice whose employment is terminated on the completion of his or her indentured apprenticeship unless, at that time, there is a retrenchment program in action at that location involving other employees and provided that the redundancy is approved by site Management.
- (b) This Appendix does not apply to employees who are on probation, employed on a casual basis with less than six months (continuous) service, or who have been employed for a fixed or maximum term.

**F.2 Consultative process and mitigation steps**

- (a) The parties to this Agreement consider redundancy as a last resort and wherever possible should be avoided through consultation. However, when a redundancy situation arises, the Company will advise employees and their relevant union or representatives, of the decision as early as practicable (in accordance with clause 9 – Introduction of Change) and hold discussions with the parties through the existing consultative processes established.
- (b) Mitigation steps to be discussed with an aim to minimise the number of retrenchments and effects of employees may include the following:
  - (i) outplacement;
  - (ii) if the opportunity arises, transfer of employees to alternate duties; and/or lower paid duties; and
  - (iii) the employee leaving during the notice period.
- (c) Through consultation the Company will endeavour to retain employees with the required skills to ensure business viability.

**F.3 Notice**

- (a) The minimum period of notice to individual employees shall be four weeks. One additional week applies to employees over 45 years of age with not less than two years' service.
- (b) The period of notice may be reduced by mutual agreement between the employee and the Operations Manager.
- (c) Payment in lieu of the above notice, to a maximum of five weeks, at the employees "actual rate of pay" shall be made if the period of notice is not given.

**F.4 Retrenchment Payments**

- (a) Retrenched employees will be paid for continuous years of service at the rate of 3.5 weeks at the employees "actual rate of pay" for each year of service, and pro rata for completed months.
- (b) "**Actual rate of pay**" is defined as the total amount an employee would normally receive for performing 38 hours of ordinary work. Provided that such rate shall expressly exclude overtime, penalty rates, disability rates, shift allowances, special rates, fares and travelling time allowances, and any other ancillary payments of a like nature. It shall include any over award payment, tool allowance and leading hand allowance.
- (c) Retrenchment benefits for permanent part-time employees will be calculated on a proportionate basis in line with their working arrangements at the time of the retrenchment.
- (d) The company will comply with minimum retrenchment payments as outlined in the National Employment Standards (NES).

**F.5 Annual Leave and Loading**

- (a) All annual leave (accrued and pro-rata) will be paid on termination.
- (b) Annual leave loading at 17.5% or at the employee's current shift loading, rate (whichever is higher) will be paid on all annual leave.

**F.6 Sick Leave**

Eighty Five percent (85%) of unused sick leave will be paid. Sick leave entitlements shall be paid at the employees "actual rate of pay" as defined in clause F.4.

**F.7 Long Service Leave**

- (a) Pro-rata long service leave will be paid after five years of continuous employment at, the employees "actual rate of pay" as defined in clause F.4.
- (b) Long service leave will accrue at the rate of 13/15 weeks (i.e. .8666 weeks) per completed year of service.
- (c) Accrual rates for permanent part-time employees will be on a proportionate basis in line with their working arrangements at the time of the retrenchment.

**F.8 Superannuation**

Members of the Orora Superannuation Fund will be paid in accordance with the Trust Deed.

**F.9 Outplacement**

Employees to be retrenched will be invited to participate in an outplacement program and as such will be allowed reasonable time off work (i.e.: up to one paid day per week of notice) to attend employment interviews provided that sufficient notice is given to allow for coverage and that details of the interview are communicated to site management prior to

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the interview and that allowing employees to attend employment interviews does not adversely affect the efficient running of the operation.

#### **F.10 Alternative Employment Opportunities**

- (a) This clause refers to an employee who as an alternative to retrenchment is offered position with another operation within the Company Group.
- (b) The employee can either accept the transfer or the retrenchment payments.
- (c) If the employee accepts the transfer, the following will apply:
  - (i) he/she will maintain continuity of service.
  - (ii) if within three months of the date of transfer the employee or the new employer terminates (other than in the case of employee behaviour which justifies summary dismissal) the above retrenchment payments, less any relocation payments made, will apply to the date of transfer. If any such adjustment is made, it will be done so as to lawfully minimise tax paid by the employee. Where a transfer to lower duties occurs, four weeks' notice of the transfer will be given or the higher rate will apply for the remainder of the notice period if transferred earlier.

#### **F.11 Resignation in the notice period**

An employee will be able to leave employment during a notice period if agreed by Management without loss of retrenchment entitlements, however, payment in lieu of the remaining notice period will not apply.

#### **F.12 Dispute Settlement Procedure**

If a dispute arises concerning the application of this Appendix F, the dispute settlement procedure / process outlined in the Agreement shall apply.

