



# DECISION

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

**Viridian Glass Pty Ltd T/A Viridian Glass**  
(AG2024/1426)

## **VIRIDIAN GLASS PTY LIMITED DANDENONG ENTERPRISE AGREEMENT 2024**

Manufacturing and associated industries

COMMISSIONER YILMAZ

MELBOURNE, 10 MAY 2024

*Application for approval of the Viridian Glass Pty Limited Dandenong Enterprise Agreement 2024*

[1] An application has been made for approval of an enterprise agreement known as the *Viridian Glass Pty Limited Dandenong Enterprise Agreement 2024* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Viridian Glass Pty Ltd T/A Viridian Glass. The Agreement is a single enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187, 188, 193 and 193A are relevant to this application for approval and have been met. The Agreement does not cover all of the employees of the employer, however, taking into account the factors in ss.186(3) and (3A) I am satisfied that the group of employees was fairly chosen.

[3] The Construction, Forestry, Mining and Energy Union being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[4] The Agreement is approved and in accordance with s.54, will operate from 17 May 2024. The nominal expiry date of the Agreement is 30 June 2027.



COMMISSIONER

[2024] FWCA 1729

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**Viridian Glass Pty Limited Dandenong  
Enterprise Agreement 2024**

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# Viridian Glass Pty Limited Dandenong Enterprise Agreement 2024

## 1. SECTION 1 - Introduction and Wages

### 1.1. Title

This Agreement will be known as the Viridian Glass Pty Limited Dandenong Enterprise Agreement 2024.

### 1.2. Parties Bound and Scope of Agreement

a) In this Agreement:

- "Company" means Viridian Glass Pty Limited located at 1-9 Hedderwick Road, Dandenong South, 3175;
- "Employee" means all employees of the Company who are working in a classification which falls within the classification structure set out in Appendix B of this Agreement; and
- "Union" means the CFMMEU – Manufacturing Division

b) This Agreement applies to all the Company Employees who are employed by the Company in the classifications or occupations described by the classification structure set out in Appendix B of this Agreement.

c) This Agreement binds:

- the Company;
- the Employees; and
- and the Union, its members and persons eligible to be members of the Union.

d) Exclusion: This Agreement does not apply to those employees who are employed in management positions outside the classification structure set out in Appendix B of this Agreement.

### 1.3. Date and Period of Operation

This Agreement will operate 7 days after the date of approval by the Fair Work Commission and shall remain in operation until the nominal expiry date of 30 June 2027.

### 1.4. Relationship to Other Industrial Instruments

a) This Agreement incorporates, by reference, the terms of the *Joinery and Building Trades Award 2020* ("the Award"), as at the date the Agreement is approved, except those terms where the subject matter has been dealt with in this Agreement. To the extent of any inconsistency between a term of the Agreement and an incorporated term of the Award, the Agreement term shall prevail.

#### b) Previous Industrial Agreements Superseded

This Agreement supersedes and replaces all previous industrial agreements, or understandings between the parties whether formal or informal, except where otherwise expressly stated by the parties.

### 1.5. National Employment Standards (NES)

a) The NES are set out in the Fair Work Act 2009 and comprise minimum standards of employment. In summary, the NES involve the following minimum entitlements:

- Maximum weekly hours – 38 weekly hours of work, plus reasonable extra hours.
- Flexible working arrangements – in some situations employees can ask to change how they work.
- Changing from casual to permanent ('casual conversion') – in some situations employees can ask, and employers must offer, to change the employment status from casual to permanent part-time or full time. Employers must give all casual employees the Casual Employment Information Statement.
- Parental leave and related entitlements – up to 12 months' unpaid leave and a right to ask for an additional 12 months' unpaid leave. Also covers other maternity, paternity and adoption-related leave.
- Annual leave – 4 weeks' paid leave per year, plus an extra week for certain shift workers.

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- **Other leave** – Personal/Carer's Leave , Compassionate and Bereavement Leave and Family and Domestic Violence Leave:
    - 10 days' paid personal/carer's leave (includes sick leave)
    - 2 days' unpaid carer's leave as required
    - 2 days' compassionate leave (unpaid for casuals) as required
    - 10 days' paid family and domestic violence leave (in a 12-month period).
  - **Community service leave**
    - unpaid for voluntary emergency activities
    - up to 10 days of paid leave for jury duty (after 10 days is unpaid).
  - **Long service leave** – this varies for awards older than 2010 and newer modern awards.
  - **Public holidays** – a paid day off on each public holiday, except where the employer reasonably asks the employee to work.
  - **Notice of termination** and **redundancy pay** – based on the employee's length of service:
    - up to 4 weeks' notice on termination (plus an extra week for employees aged over 45 and in the job for at least 2 years)
    - up to 16 weeks' severance pay on redundancy.
- b) Any terms of this Agreement relating to matters dealt with by the NES will apply unless the NES provides a more favorable outcome for an employee in a particular respect within the meaning of the Act. In these circumstances, the NES will apply.

### 1.6. Definitions

The following definitions will apply throughout this Agreement except where an alternate definition for the same term is provided in a particular clause or section of this Agreement; in that case the alternate definition will apply.

- **Act** means the Fair Work Act 2009 (Cth), as amended from time to time.
  - **Agreement** means this document, including any Schedules, Annexure and terms from any industrial instrument that has been incorporated by reference.
  - **Award** means the Joinery and Building Trades Award 2020.
  - **Casual Employee** has the meaning given by section 15A of the Act.
  - **FWC** refers to Fair Work Commission.
  - **NES** means the National Employment Standards under the Act.
  - **Nominal hours worked** for the purposes of calculating annual leave and personal/carer's leave entitlements, refers to the sum of:
    - the ordinary hours of work that the employee was required to work, and did work (up to a maximum of 38 hours per week and excluding any reasonable additional hours); and
    - the number of hours of paid authorised leave taken by the employee during a particular period.
- Any absences which do not count as service, and periods for which the employee is not entitled to be paid as a result of taking industrial action, are not included as part of the nominal hours worked.
- **Ordinary hours of work** refers to the number of hours an employee would usually work during a specific period (e.g. 38 hours per week) excluding overtime.
  - **Ordinary rate of pay** means the employee's rate of pay as prescribed by this Agreement.
  - **Regulations** refers to the Fair Work Regulations 2009.
  - **Continuous shift work** is defined as employment in which shifts are continuously rostered 24 hours a day for 7 days a week. The shift worker must be regularly rostered to work such shifts and regularly work on Sundays and Public Holidays.
  - **Shift work** means the shifts defined in clause 2.4.

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- **Glass work** means the cutting, processing, painting, toughening, heat treating or laminating of glass or safety glass products, manufacture of insulated glass units (IGUs); and every operation, process, duty and function carried on or performed in or in connection with or incidental to any of the foregoing.

### 1.7. Objectives of this Agreement

The objective of this Agreement is to create greater flexibility in employment practices within the workplace and to provide employees with greater employment security, certainty of remuneration and entitlements, and workplace flexibility.

#### a) This Agreement is designed to:

- create a harmonious work environment based on mutual trust and understanding;
- increase efficiency and productivity through the development and effective utilization of employee skills;
- provide high standards of workplace health and safety; and
- ensure that the principles of equal opportunity in employment are applied and that any discrimination, harassment and vilification is excluded from the workplace.

#### b) Continuous Improvement

The parties agree that continuous improvement of the performance of the Company is of utmost importance and necessary to enable the Company to meet market, customer and competition challenges, thus ensuring improved job security and sustainability of employee benefits. Accordingly, unless this Agreement specifically provides otherwise, the terms of this Agreement will be applied by the parties in a manner which is consistent with achieving continuous improvement at the Company. Proposals for implementing continuous improvement at the Company are to be raised by employees through the existing consultative processes in place at the Company.

### 1.8. Employer and Employee Duties

An employee may be directed to carry out such duties, and use such tools as may be required, which are within the limits of the employee's skill, competence and training including, but not limited by, duties which are incidental and peripheral to the employee's main task or function.

An employee may be directed where appropriate to transfer to another job or location at the discretion of the Company after consideration of the following non-exhaustive list of factors:

- Family responsibilities
- Length of service on a particular shift
- Skill level of employee

Employees who are aggrieved by the transfer by the Company can use the dispute resolution procedure in this Agreement. The employee will faithfully perform all such duties and responsibilities of the employee's employment, as well as any other duties reasonably required by the Company from time to time.

Any direction issued by the Company under this clause is to be consistent with the Company's responsibilities to provide a safe and healthy working environment.

### 1.9. No Extra Claims

This Agreement deals with all industrial matters between the Company, the Union and the employees regardless of whether or not this Agreement specifically refers to such matters. The Parties to this Agreement will not pursue any extra claims that affect an employee's terms and conditions of employment, whether or not those terms and conditions relate to a matter that is expressly covered by this Agreement, for the duration of this Agreement.

The Parties acknowledge and agree that no further claims, howsoever made or defined, will be made on each other during the operational period of this Agreement.

#### a) Settlement of All Claims

From the date of registration of this agreement by Fair Work Commission, all employees release the company from any claim or claims made by them or on their behalf arising out of any previous agreement during the course of their employment with the Company.



**1.10. Variation of Agreement**

The Parties can agree in writing, in compliance with the Fair Work Act 2009, to vary this Agreement at any stage of its operation. The variation to the Agreement will come into operation from the date the variation is approved by Fair Work Commission.

**1.11. Confidential Information**

An employee must not reveal or use any confidential information acquired during their employment. Confidential information refers to any information (written or oral) not publicly available and includes all information relating to the operations and activities of the Company, including financial information, client information and anything else the Company notifies the employee as being confidential. This obligation will continue to apply after employment with the Company has ended. Nothing in this clause, or in this Agreement, will be taken as in any way prohibiting or restricting disclosure of details of this Agreement by a Party to any other person.

**1.12. Company Standards**

The employee will be required to meet Company standards on all occasions. This may include Company standards, policies and procedures regarding Company Values, Attendance, Fitness for Work, job performance, customer service standards, appearance and grooming, emergency procedures, anti-discrimination, occupational health and safety, prohibition of alcohol or illegal drug consumption and a smoke-free workplace. Company standards, as set out in its policies and procedures as amended from time to time do not however form part of, and are not incorporated into, this Agreement.

**1.13. Categories of Employment**

Each employee will be engaged on one of the following categories:

**a) Full-time employment**

A full-time employee is an employee who is engaged on an ongoing basis for an average of 38 ordinary hours of work per week.

**b) Part-time employment**

A part-time employee is an employee who is engaged to work ordinary hours which total less than 38 hours per week. Part-time hours of work may be varied to best meet the needs of the parties, subject to mutual agreement between the Company and employee. A part-time employee will be eligible, on a pro rata basis for all full-time employee entitlements prescribed in this Agreement.

In addition, part time employees will have the same protections and entitlements that are found in clause 10 of the Joinery and Building Trades Award 2020, as follows:

- i. An employee may be engaged to work on a part-time basis involving a regular pattern of hours which average less than 38 ordinary hours per week.
- ii. A part-time employee must be engaged for a minimum of three consecutive hours on any day or shift.
- iii. Before commencing part-time employment, the employee and Company must agree in writing:
  - a) on the hours to be worked by the employee, the days on which they will be worked and the commencing and finishing times for the work; and
  - b) on the classification applying to the work to be performed in accordance with **Appendix B - Glass Worker Classifications** of the Agreement.
- iv. The terms of the agreement in sub-clause iii may be varied by consent in writing.
- v. The agreement under this clause or any variation to it under sub-clause iv. must be retained by the Company and a copy of the agreement and any variation to it must be provided to the employee by the Company.
- vi. Except as otherwise provided in this Agreement, a part-time employee must be paid for the hours agreed on in accordance with sub-clauses iii. and iv. above.
- vii. The terms of this Agreement will apply pro rata to part-time employees on the basis that ordinary weekly hours for full-time employees are 38.
- viii. A part-time employee who is required by the Company to work in excess of the hours agreed under sub-clauses iii. and iv. above must be paid overtime in accordance with the Award.

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- ix. Where the part-time employee's normal paid hours fall on a public holiday prescribed in the NES and work is not performed by the employee, such employee must not lose pay for the day. Where the part-time employee works on the public holiday, the part-time employee must be paid in accordance with the Award.

c) Fixed term employment

A fixed term employee is an employee who is hired for a fixed period of time, to complete a specific project or task, or to replace another employee on leave. A fixed term employee is entitled to all the benefits of this Agreement on a pro-rata basis. Fixed term employees are also utilised on a short to medium term basis, not usually exceeding six months to cover production positions that are additional or replacements to existing permanent requirements. Fixed-term employment may be reviewed for permanency at the completion of six months' full time employment, or the equivalent accrued employment. Fixed-term employment may be extended by agreement between the Company and the relevant fixed-term employee to the extent permitted by the Fair Work Act 2009.

d) Casual employment

A casual employee is an employee who is engaged on an hourly basis and who may terminate employment or be discharged at any time without notice. A casual employee is one engaged generally to perform irregular, seasonal and on-call work in order to meet peak demands, and to work without the expectation of continuous work. Casual employment is to be used to supplement the existing permanent workforce, and to provide increased flexibility at times of changed demand or production requirements. The ordinary rate of pay for a casual employee is set out in the rates of pay table (schedule A) plus a casual loading of 25% which is in lieu of paid leave (with the exception of paid Domestic Violence leave, which is provided as per the Fair Work Act 2009), and severance entitlements, unless otherwise specified in this Agreement. Casual employees will be engaged for a minimum of 7.6 hours per shift.

Casual conversions to full-time or part-time employment will be as per the National Employment Standards.

### 1.14. Probationary Period

A new permanent employee will serve a probationary period for the first 6 months of engagement. The employee must be advised in advance that the employment is subject to a probationary period, and of the duration of the probationary period. The purpose of the probationary period is to determine the employee's suitability for ongoing employment. During this period, the employee's work performance will be assessed. At any time during the probationary period, the Company or the employee can terminate the employment by giving one week's notice of termination.

### 1.15. Wage Increases

- a) During the period of this Agreement, rates of pay will be increased as follows:

- A *Market Alignment* adjustment of rates of pay effective from the first full pay period (FFPP) after the date of operation of the Agreement, following approval by the Fair Work Commission.
- A 3.0% wage increase to be paid effective from the FFPP after 1 July 2024.
- A 3.0% wage increase to be paid effective from the FFPP after 1 July 2025.
- A 3.0% wage increase to be paid effective from the FFPP after 1 July 2026.

Refer to Schedule A for the rates of pay in accordance with this clause.

The wage increases set out above are inclusive of any wage increase, determination or award of Fair Work Commission made during the period of this Agreement. Any increase in the Award rates of pay will be absorbed into the rates of pay referred to in **Schedule A**.

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### b) Notes relating to Hours of Work, Breaks and Rates of Pay

It should be noted that RDOs, various Shift Allowances, and Breaks have previously been negotiated and "bought out" through previous Agreements and therefore not to be entitlements for ongoing negotiation purposes. Specifically, this includes RDO Allowance, Regular Overtime Allowance, and Grandfathered Afternoon Shift Allowance as well as changes in working hours. Details of these changes are detailed in Appendix B.

- c) By the 23<sup>rd</sup> of December per year of the Agreement the Employer will provide each fulltime permanent employee covered by this Agreement a Christmas Voucher valued at \$295 (a total of 3 payments over the life of the agreement). This condition only applies for the life of this Agreement. Permanent employees with less than 12 months service or fixed term employees engaged at the relevant time will be entitled to a pro-rata amount. Casual and Labor Hire Employees are ineligible from receiving this benefit.

### 1.16. Payment of Wages

- a) Wages shall be paid weekly by electronic funds transfer into a bank (or other recognised financial institution) account, or accounts specified by the employee by 5pm, on Tuesdays every week. Depending on the financial institution selected by the employee, there may be a delay.

#### b) Late Payment of Wages

If an employee is kept waiting for their wages on pay day after the usual time for ceasing work, they shall be paid at overtime rates for the period they are kept waiting. This clause shall not apply in the event of circumstances beyond the Company's control.

### 1.17. Allowances and Special Rates

The following allowances apply for all purposes of this Agreement:

#### a) Team Leaders

A Team Leader in charge of one or more people will receive an allowance paid fortnightly as specified below, in addition to the minimum wage for the highest classification supervised or their own minimum wage, whichever is higher.

The allowance is to be increased by 3.0% on the first full pay periods after 1 July 2025 and 1 July 2026:

- 1 employee: \$29.04 per week
- 2 to 5 employees: \$63.77 per week
- 6 to 10 employees: \$81.64 per week
- 11 or more employees: \$108.54 per week

#### b) First aid allowance

An employee who has been trained to render first aid and who is the current holder of appropriate first aid qualifications such as a certificate from St John Ambulance or a similar body must be paid a First Aid allowance of **\$20.38** per week extra if appointed by the Company to perform first aid duty. This amount is to be increased by 3.0% on the first full pay periods after 1 July 2025 and 1 July 2026. Typically, employees eligible will be elected members of the OHS Committee and will comprise of two employees per shift.

#### c) Meal allowance

An employee required to work overtime for at least two hours after working ordinary hours must be paid by the Company an amount of **\$18.10** extra to meet the cost of a meal. This amount is to be increased by 3.0% on the first full pay periods after 1 July 2025 and 1 July 2026.

#### d) Higher duties

An employee engaged for more than two hours during one day on duties carrying a higher minimum wage than the employee's ordinary classification must be paid the higher minimum wage for such day. If for two hours or less during one day, the employee must be paid the higher minimum wage for the time so worked.

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In the event that a Team Leader assumes the responsibility of a Supervisor, they will receive the difference between the Team Leader Allowance and the Supervisor Allowance for the period of deputation.

### **e) Supervisor**

The Supervisor Allowance is available upon appointment to the position in the instance referred to in sub-clause d) Higher Duties above. For the purposes of this Agreement period, the Allowance is **\$133.87** per week. This amount is to be increased by 3.0% on the first full pay periods after 1 July 2025 and 1 July 2026.

## **2. SECTION 2 - Ordinary Hours of Work and Rostering**

### **2.1. Ordinary Hours of Work and Rostering Day Workers**

- a) Subject to clause 2.3, the ordinary hours of work are to be an average of 38 per week but not exceeding 152 hours in 28 days.
- b) Ordinary hours of work may be worked on any day, Monday to Friday and between 6.00am and 6:00pm.
- c) Ordinary hours of work are to be worked continuously, except for meal breaks, at the discretion of the Company between 6.00 am and 6.00 pm. The spread of hours (i.e. 6.00 am to 6.00 pm) may be altered by up to one hour at either end of the spread, by agreement between the Company and the majority of employees concerned or in appropriate circumstances, between the Company and an individual employee.
- d) All work performed outside the spread of ordinary hours is to be paid at overtime rates.

### **2.2. Maximum Daily Ordinary Hours**

The ordinary hours of work prescribed herein will not exceed 10 on any day. Provided that in any arrangement of ordinary hours where the ordinary working hours are to exceed eight on any day, the arrangement of hours will be subject to agreement between the Company and the majority of employees.

### **2.3. Methods of Arranging Ordinary Working Hours**

- a) Subject to the Company's right to fix the daily hours of work from time-to-time within the spread of hours referred to in clause 2.1(c) and the Company's right to fix the commencing and finishing time of shifts from time-to-time, the arrangement of ordinary working hours is to be by agreement between the Company and the majority of employees in the enterprise or part of the enterprise concerned.
- b) Matters upon which agreement may be reached include:
  - i. how the hours are to be averaged within a work cycle established in accordance with clauses 2.1 and 2.2;
  - ii. the duration of the work cycle provided that such duration will not exceed three months;
  - iii. rosters which specify the starting and finishing times of working hours; and
  - iv. any arrangements of ordinary hours which exceed eight hours in any day.
- c) Employees must be ready at their workstation when the commencement of shift is scheduled and continue working until the break or end of shift is scheduled.

### **2.4. Special Provisions for Shift Workers**

- a) For the purposes of this agreement:
  - Rostered shift means any shift of which the employee concerned has had at least 48 hours' notice.
  - Afternoon shift means a shift finishing at or after 9.00 pm and at or before 11.00 pm.
  - Night shift means a shift finishing after 11.00 pm and at or before 7.00 am.
  - Early morning shift means a shift finishing after 12.30 pm and before 2.00 pm.
  - Early afternoon shift means a shift finishing after 7.30 pm and before 9.00 pm.

By agreement between the Company and the majority of employees concerned or in appropriate cases an individual employee, the span of hours over which shifts may be worked may be altered by up to one hour at either end of the span.

**b) Shiftwork and rates**

An employee working on afternoon or night shift will, except on a Saturday, Sunday or a public holiday, be paid in addition to the ordinary rate, an amount equal to the following relevant percentages of the ordinary rate:

i. Afternoon Shift

- a) If working on afternoon shift and classified from Level 1 to Level 6b, a penalty shift loading of 15% from the first full pay period after commencement of this Agreement.
- b) If working on afternoon shift and classified at Level 7, penalty shift loadings will be as follows:
  - From first full pay period after 1 July 2024: 20%
  - From first full pay period after 1 July 2025: 18%
  - From first full pay period after 1 July 2025: 15%

ii. Night shift: 30%

iii. Early morning or early afternoon shift: 15%

An employee engaged on an early afternoon or night shift which does not continue for at least five successive working days, or such shorter work cycle as may be worked pursuant to clause 2.3. Ordinary hours of work and rostering will be paid at the applicable rate of time for each such shift.

**2.5. Meal breaks**

An employee is entitled to a meal break on each day of work of not less than 30 minutes to be taken no less than four hours and no later than six hours after the commencement of work. The meal break will be made up of 24 minutes unpaid and 6 minutes paid time.

Except where any alternative arrangement is entered into by agreement between the Company and the employee concerned, the rate of 200% must be paid for all work done during a meal break and thereafter until a meal break is taken.

**2.6. Overtime**

Overtime is payable for work done outside the ordinary hours of dayshift work as shown above for all employees, including casual employees. The overtime rate is time and a half for the first two hours and double time thereafter. Overtime opportunities are offered on a preferential basis to permanent full time employees before casual or fixed-term employees.

An employee required to work overtime for two or more hours after the usual ceasing time for the day or shift is entitled to a paid 20-minute crib break immediately after such ceasing time or payment at overtime rates for the 20-minute crib break.

After each four hours of continuous overtime, the employee is also entitled to a paid 30-minute crib break.

When overtime work is necessary it must, wherever reasonably practicable, be arranged so that an employee has at least 10 consecutive hours off duty between the work of successive working days.

**3. SECTION 3 - Leave Provisions**

**3.1. Long Service Leave**

Long Service Leave will be provided in accordance with the Victorian Long Service Leave Act as amended from time to time.

**3.2. Annual Leave**

- a) Employees are entitled to four weeks' annual leave.
- b) Annual leave is cumulative and will accrue on a pro-rata basis. Payment of leave loading (17.5% of the relevant rate) and eligible allowances will continue to apply as specified by the relevant clauses in this Agreement and the NES.
- c) Annual leave taken will be paid at no less than the employee's ordinary rate of pay immediately prior to the annual leave period commencing.

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- d) Where the employment is terminated by either party, the untaken annual leave including leave loading is paid at the employee's ordinary rate of pay at the time of the termination.
- e) There is no maximum limit on the amount of annual leave that the Company may authorise the employee to take.
- f) Any authorisation given by the Company enabling the employee to take annual leave during a particular period is subject to the operational requirements of the workplace.
- g) The Company must not unreasonably refuse to authorise an employee to take an amount of annual leave that is credited to the employee, or revoke authorisation enabling the employee to take annual leave during a particular period.
- h) The Company may direct an employee to take an amount of annual leave during a particular period if at the time the direction is given the notice period is not less than 30 days:
  - i. The employee has accumulated leave of more than 1/13 (8 weeks) of the number of nominal hours worked during the period of 104 weeks ending at the time the direction is given, and
  - ii. The amount of annual leave that the employee is directed to take is less than, or equal to, 1/4 of the amount of credited annual leave at the time the direction is given, e.g. The Company may direct an employee to take up to a quarter of their annual leave entitlement if the employee has an annual leave credit greater than 8 weeks.

### i) Continuous Shift Work

Continuous Shift workers will get an additional week of annual leave for working irregular hours, i.e., for each completed 12-month period of continuous service they will accrue 1/52 of the number of nominal hours worked as a shift worker during that 12-month period. "Shift work" is defined as employment in which shifts are continuously rostered 24 hours a day for 7 days a week. The shift worker must be regularly rostered to work such shifts and regularly work on Sundays and Public Holidays.

### j) Cashing Out Annual Leave

Employees will be able to apply to "cash out" up to two weeks of their annual leave at their written request. Leave cannot be cashed out in advance of it being credited. Payment for cashed out leave must be at a rate no less than the employee's ordinary rate of pay at the time the election is made. Employees will not be required to forego an entitlement to take an amount of leave. The Company will not exert undue influence or undue pressure on an employee in relation to the making of a decision by the employee whether or not to forego an entitlement to take an amount of annual leave. The company will only refuse an employee request to cash out leave on reasonable grounds. Leave loading is paid on any cashed out annual leave. Employees must retain a minimum balance of four weeks' leave in accordance with s 94, Fair Work Act 2009 after exercising this election. Any agreement to cash out annual leave will be recorded in writing.

### 3.3. Public Holidays

The following days are recognised as public holidays:

- New Year's Day (1 January)
- Australia Day (26 January)
- Good Friday
- Easter Monday
- Anzac Day (25 April)
- Queen's Birthday (June)
- Labor Day (October)
- Christmas Day (25 December)
- Boxing Day (26 December. The Public Holiday act provides for an extra P/Holiday to be added when New Year's Day, Christmas Day or Boxing Day falls on a weekend.)
- a day that, under a state or territory law, is substituted or added for one of the public holidays listed above; and

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- any other day declared by or under a law of a state or territory to be observed generally within the state or territory, or a region of that state or territory, as a public holiday by people who work in that state, territory or region, other than:
  - a union picnic day; or
  - a day, or kind of day, that is excluded by the Fair Work Regulations 2009 from counting as a public holiday.

The Company may request that an employee work on a day recognised as a public holiday. The employee may refuse the request to work on a public holiday if the employee has reasonable grounds for doing so. The employee is entitled to payment for a public holiday.

The employee is entitled to payment for a public holiday at single time rates where the public holiday is observed. In the event that the public holiday is worked the employee may nominate to be paid double time and a half or elect to substitute another day at single time rates.

### 3.4. Personal (Sick) / Carer's Leave

- a) Employees are entitled to 10 days personal/carer's leave per year (or, if employed part time the entitlement is on a pro rata basis), in accordance with the NES.
- b) Personal/carer's leave accrues on a pro-rata basis and is cumulative.
- c) Employees are entitled to use any accrued paid personal leave for absences from work due to personal illness or injury (sick leave).
- d) If an employee takes personal/carer's leave, they must notify the Company as soon as reasonably practicable of their inability to attend work and, as far as practicable, state the reason(s) for the absence and the estimated duration of the absence.
- e) The Company may ask for supporting evidence for personal leave on each occasion. For these purposes, a medical certificate must be issued by a registered health practitioner. The medical certificate must be issued in respect of the area of practice in which the practitioner is registered or licensed under a law of a state or territory that provides for the registering or licensing of health practitioners. Where it is not reasonably practical for the employee to provide a medical certificate, for all absences including single day absences, the employee may be required to produce a statutory declaration.
- f) Notwithstanding this provision there will be general agreement that employees may access 2 single day absences per year without a medical certificate provided they do not fall before or after a public holiday.
- g) No payment is made in lieu of unused personal leave on termination.
- h) Personal/Carer's leave definitions: Personal/Carer's leave is either:
  - i. paid leave (Personal leave) taken by an employee because of a personal illness or injury of the employee; or
  - ii. paid or unpaid leave (Carer's leave) taken by an employee to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:
    - iii. a personal illness, or injury, of the member; or
    - iv. an unexpected emergency affecting the member.
  - v. The following are members of an employee's immediate family:
    - Spouse (including a former spouse, de facto spouse or a former de facto spouse); or
    - A child (including an adopted child, a step child and an ex-nuptial child), parent, grandparent, grandchild or sibling of them or their spouse.

#### i) Carer's Leave

- i. Employees may access accrued paid personal leave each year (or, if the employee is employed part time the entitlement is on a pro rata basis), to care for a member of their immediate family or a member of their household who is ill or injured or is affected by an unexpected emergency and requires your care (carer's leave) in accordance with the NES.

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- ii. For the purposes of this clause and the clause relating to Compassionate Leave, 'immediate family' means:
  - A spouse (including former spouse, a de facto spouse or former de facto spouse); or
  - A child (including an adopted child, a step child and an ex-nuptial child), parent, grandparent, grandchild or sibling of them or their spouse.
- iii. An additional two days of unpaid career's leave will be available each year for emergencies for permanent employees who have used up their personal leave entitlement, and for casual employees. The unpaid leave can be taken in distinctly separate periods, including four half days.
- iv. Unpaid leave will be conditional on an employee not having any accumulated paid carer's leave or other authorised leave for caring purposes and it is not cumulative.

### 3.5. Compassionate Leave

- a) Employees are entitled to compassionate leave in accordance with the NES and this clause.
- b) The entitlement is two days paid compassionate leave per occasion:
  - to visit a member of the employee's immediate family or household who contracts or develops a life-threatening personal illness or sustains a life-threatening personal injury; or
  - after the death of a member of the employee's immediate family or household.
- c) Employees must notify the Company as soon as reasonably practicable of their inability to attend work and, as far as practicable, state the reason(s) for the absence and the estimated duration of the absence.
- d) An employee taking compassionate leave must, if required by the Company, to produce documentary evidence of the associated death, serious illness or injury of the immediate family or household member. Documents providing satisfactory evidence will outline the relationship of the employee to the deceased or seriously ill person and will include:
  - a death notice or certificate; or
  - a medical certificate; or
  - a statutory declaration attesting to the nature of the circumstance warranting compassionate leave.

### 3.6. Parental Leave

Employees will be entitled to 12 months' unpaid parental leave after 12 months' continuous service. This may be extended for up to a further 12 months in accordance with the NES. Casual or Fixed Term workers with 12 months' service and a "reasonable expectation of ongoing employment" will enjoy the same entitlement. Parental Leave will be provided in accordance with the NES.

### 3.7. Community Service Leave

Employees are entitled to take community service leave in accordance with the NES.

## 4. SECTION 4 - Work / Life Balance

### 4.1. Objectives

Absenteeism continues to be a major obstacle facing the Company in its endeavors to remain cost competitive. The following clauses together with the Personal Leave incentive scheme are included in our Agreement to facilitate a reduction in absenteeism.

### 4.2. Unscheduled Absences

Where an employee is absent from work or is aware that they may be absent from work during a rostered shift, the employee must advise the Company at least 30 minutes prior to the commencement of their shift time, where practicable of the absence, the expected duration of the absence, and the reason (given due regard to genuinely sensitive privacy issues) for the absence. The Company will continue to utilise internal absenteeism management practices to ensure minimization of unscheduled and/or excessive absenteeism. Without limiting action which may be taken in the event of a breach of this Agreement, where an employee breaches terms of the Agreement as those terms apply to personal leave entitlements, that employee may face disciplinary action if, in the opinion of the Company, the employee fails to provide a reasonable explanation for such a breach. The parties agree and acknowledge that they are to work co-operatively towards a reduction in the amount of leave which is unscheduled.



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### 4.3. Personal Leave Incentive Scheme

At the end of the calendar year employees will receive a statement detailing their use of personal leave over the previous 12 months. Employees accrue 10 days personal leave over that 12-month period. Employees will be entitled to apply for 50% of their annual accrual to be converted to one of the following options:

- Transferred from a personal leave balance to a day-in-lieu balance;
- An employee cannot exceed a bank of more than 10 days in lieu;
- Converted to cash after tax and paid into the employee's weekly wages.

a) The following conditions apply:

- A minimum balance of 15 personal leave days must be held by an employee before they can participate in the incentive scheme. This is an Agreement requirement;
- No more than 5 days of personal leave can be taken in any one calendar year;
- A minimum of 15 untaken days must be retained in the employee's personal leave balance;
- No more than 5 personal leave days can be converted at any one time;
- Only days transferred to days in lieu can be paid out on termination; and
- Any request for cashing out or conversion of personal leave must be documented in a written agreement between the Company and the employee.

b) The following table illustrates conversion entitlements assuming the minimum balance of 15 days plus the annual entitlement after conversion:

Days Available from annual entitlement	Minimum Days retained as PL	Days available for conversion	Balance remaining after conversion
10	5	5	20
9	4.5	4.5	19.5
8	4	4	19
7	3.5	3.5	18.5
6	3	3	18
5	2.5	2.5	17.5
4	4	0	19
3	3	0	18
2	2	0	17
1	1	0	16

c) The following table displays some examples for calculating the 50% entitlement for conversion:

Opening Balance	+10 days	Leave taken in 12 months	Closing Balance	Leave available after subtracting 15 day and 50% rules
25	35	0	35	5
25	35	5	30	2.5
25	35	6	29	0
10	20	0	20	2.5
10	20	2	18	1.5
10	20	5	15	0
5	15	0	15	0
5	15	2	13	0
0	10	0	10	0

### 4.4. Health & Lifestyle

To encourage and promote healthy lifestyles and assist in the reduction of absenteeism, THE COMPANY will reimburse permanent employees of the company \$100 each calendar year on receipt for the following healthy lifestyle activities;

- gym / sporting club membership fees

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- flu inoculations
- ambulance cover
- weight loss programs
- quit smoking course
- programs to overcome excessive gambling
- drug and alcohol abuse programs

This is effectively a \$300 net benefit (3 payments to a maximum of \$100 each per annum) during the life of the agreement. Full confidentiality will apply to those employees who avail themselves of this clause.

### 4.5. Commitment to Employee Wellbeing

The Company is committed to promoting a stable, flexible, committed and secure workforce. The Company will provide employee support and counselling assistance to an employee in order to maintain good general health.

### 4.6. Flexibility Term

- a) The Company and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
  - i. the agreement deals with 1 or more of the following matters:
    - c) arrangements about when work is performed;
    - d) overtime rates;
    - e) penalty rates;
    - f) allowances;
    - g) leave loading; and
  - ii. The arrangement meets the genuine needs of the Company and employee in relation to one or more of the matters mentioned in paragraph (i); and
  - iii. The arrangement is genuinely agreed to by the Company and employee.
- b) The Company must ensure that the terms of the individual flexibility arrangement:
  - i. are about permitted matters under section 172 of the Fair Work Act 2009; and
  - ii. are not unlawful terms under section 194 of the Fair Work Act 2009; and
  - iii. result in the employee being better off overall than the employee would be if no arrangement was made.
- c) The Company must ensure that the individual flexibility arrangement:
  - i. is in writing; and
  - ii. includes the name of the Company and employee; and
  - iii. is signed by the Company and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
  - iv. includes details of:
    - a) the terms of the enterprise agreement that will be varied by the arrangement; and
    - b) how the arrangement will vary the effect of the terms; and
    - c) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
  - v. states the day on which the arrangement commences.
- d) The Company must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- e) The Company or employee may terminate the individual flexibility arrangement:
  - i. by giving no more than 28 days written notice to the other party to the arrangement; or
  - ii. if the Company and employee agree in writing - at any time.

## 5. SECTION 5 - Encouraging Diversity

### 5.1. Encouragement of Workplace Diversity

The Company values fairness, equity and diversity. Respect and diversity are integral parts of our workplace. The Company is committed to preventing and eliminating discrimination on the basis of race, color, sex, sexual preference, age, disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

### 5.2. Workplace Bullying and Harassment

According to the WorkSafe Victoria's Guide to Preventing and Responding to Bullying at Work: "Workplace bullying is repeated, unreasonable behaviour directed toward an employee, or group of employees, that creates a risk to health and safety."

Reported examples to state government authorities of bullying behaviours include:

- Verbal, for example, insults, yelling, spreading of rumours or innuendo about someone, constant negative criticism and feedback, belittling opinions, sexual or racial taunts, inappropriate comments about appearance or lifestyle or withdrawing support or interaction;
- Non-verbal, for example, offensive gestures, inappropriate written or pictorial material, tampering or interfering with a worker's space or equipment, continual practical jokes and intentional non-communication or avoidance;
- Exclusion, for example, isolating workers from normal work interaction, withholding information that is vital for effective work performance and preventing access to learning and development opportunities;
- Work performance, for example, assigning too much or too little work, setting timelines that are very difficult to achieve, excessive scrutiny, allocating meaningless tasks, not receiving required work information or resources and providing false feedback on performance; and
- Cultural or spiritual — preventing the expression of cultural expectations and beliefs.

Reported symptoms of workplace bullying include:

- Sleep deprivation;
- Anxiety;
- Feelings of social isolation at work;
- Depression;
- Reduced work performance;
- Headaches, stomach cramps and backaches; and
- Loss of confidence and self-esteem.

### 5.3. Health and Safety and preventing Workplace Bullying

The parties to this Agreement are committed to seek to the prevention of workplace bullying and sexual harassment.

Employees must not take part in bullying or sexual harassment and so far as is reasonably practicable, seek to prevent and report workplace bullying or sexual harassment.

The Company must, so far as is reasonably practicable, provide and maintain for employees a working environment that is safe and without risks to health.

The Company must take all reasonably practicable steps to prevent and stop workplace bullying or sexual harassment.

Preventative measures will include but are not limited to: The development of a workplace bullying policy, Workplace training on what constitutes bullying, how to report bullying and how to respond to bullying.

To help maintain a healthy and safe workplace the Company must adhere to the following obligations in responding to any allegations of workplace bullying: Treat all complaints seriously and on their merits Consult all relevant parties to a complaint Remain impartial Act quickly to deal with any complaints including conducting a fair, proper, impartial investigation Keep records of all investigations and meetings Provide adequate support to victims in any meetings or investigation process (e.g. OHS rep, union rep or any other support person of their choice) Outline the reasons and timeline of any process to be taken.

#### 5.4. Anti-Discrimination

The parties to this agreement agree that it is their intention to achieve the principal objective of the Fair Work Act, which is to respect and value the diversity of the work force by helping to prevent and eliminate discrimination at their enterprise on the basis of race, color, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

Any dispute concerning these provisions and their operation will be progressed initially under the Company's dispute resolution procedure.

Nothing in these provisions allows any treatment that would otherwise be prohibited by anti-discrimination provisions in applicable Commonwealth, state or territory legislation.

Nothing in these provisions prohibits:

- any discriminatory conduct (or conduct having a discriminatory effect) that is based on the inherent requirements of a particular position; or
- any discriminatory conduct (or conduct having a discriminatory effect) if:
  - the employee is a member of staff of an institution that is conducted in accordance with the doctrines, tenets, beliefs or teachings of a particular religion or creed; and
  - the conduct was in good faith to avoid injury to the religious susceptibilities of that religion or creed.

### 6. SECTION 6 - Additional Employment Matters

#### 6.1. Consultation regarding Major Change

- a) If the Company is seriously considering major workplace changes that are likely to have a significant effect on the employees covered by this agreement, the Company must consult with the Union and any employees who will be affected by the decision. An employee is entitled to be represented by the Union or other representative for the purpose of consultation under this clause.
- b) As soon as practicable the Company must discuss with the union and relevant employees the introduction of the change; and the effect the change is likely to have on the employees. The Company must discuss measures to avert or mitigate the adverse effect of the change on the employees.
- c) For the purposes of the discussion the Company will provide the union and relevant employees in writing:
  - i. all relevant information about the change including the nature of the change proposed; and
  - ii. information about the expected effects of the change on the employees; and
  - iii. any other matters likely to affect the employees.
- d) In complying with this clause, the Company is not required to disclose information which is confidential and commercially sensitive.
- e) The Company must give prompt and genuine consideration to matters raised about the major change by the Union or relevant employees.
- f) As soon as a final decision has been made, the Company must notify the Union and the employees affected, in writing, and explain the effects of the decision.
- g) All participants must act in good faith in relation to the consultation process provided in this clause.
- h) While consultation in relation to major change is taking place, except where a genuine occupational health and safety issue is involved, the status quo will remain. The existing situation, terms and conditions of work and work practices immediately prior to the Company's consideration of major change will not be altered. No party will be prejudiced as to the final settlement by the continuance of work in accordance with this clause.
- i) In this clause:
  - i. "Good faith" includes obligations to meet, disclose relevant information, genuinely consider proposals and respond with reasons, and to refrain from capricious or unfair conduct that undermines consultation.

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- ii. A major change is “likely to have a significant effect on employees” if it results in: the termination of the employment of employees; or change to the composition, operation or size of the Company’s workforce or to the skills required of employees; or the elimination or diminution of job opportunities or job security (including reduction or limitation of opportunities for promotion or tenure); or the alteration of hours of work; or the need to retrain employees; or the need to relocate employees to another workplace; or the restructuring of jobs; or the introduction or variation of any policy or procedure relating to drug and alcohol testing; or the introduction or variation of any policy or procedure relating to workplace privacy and electronic surveillance of any kind in the workplace; or any change to which the transfer of business provisions set out in Part 2-8 of the Act apply.

### **Change to regular roster or ordinary hours of work:**

- j) If the Company proposes to introduce a change to the regular roster or ordinary hours of work of employees
  - i. the Company must notify the relevant employees of the proposed change; and
  - ii. sub clauses k) to o) apply.
- k) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- l) If:
  - i. a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - ii. the employee or employees advise the Company of the identity of the representative;the Company must recognise the representative.
- m) As soon as practicable after proposing to introduce the change, the Company must:
  - i. discuss with the relevant employees the introduction of the change; and
  - ii. for the purposes of the discussion--provide to the relevant employees:
    - a) all relevant information about the change, including the nature of the change; and
    - b) information about what the Company reasonably believes will be the effects of the change on the employees; and
    - c) information about any other matters that the Company reasonably believes are likely to affect the employees; and
  - iii. invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- n) However, the Company is not required to disclose confidential or commercially sensitive information to the relevant employees.
- o) The Company must give prompt and genuine consideration to matters raised about the change by the relevant employees.

## 6.2. Redundancy

Employment security is directly influenced by the prevailing economic conditions and the Company's performance as a business in a competitive market to deliver quality products to customers on time and at a competitive price. An employee's job becomes redundant under this clause when it is no longer required to be done by the Company and no offer of a suitable alternative position is available for the employee concerned. If an employee's job is no longer required, the Company will make every attempt to arrange offers of suitable alternate employment and will advise the affected employee in advance of any terminations. An employee whose job is redundant under this clause and who has a minimum of 12 months continuous service as a permanent employee of the Company will receive the notice and severance payments set out below.

An employee whose position is made redundant is entitled to the following notice:

Period of Continuous Service	Period of Notice
1 year or less	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- a) An employee over the age of 45 years, who has completed at least two years of continuous service, shall receive one additional week's notice.
- b) The Company may substitute the period of notice in whole or part by payment in lieu of notice.
- c) In addition to the notice prescribed in this sub-clause, an employee who is made redundant will receive the following Redundancy Pay as per the Fair Work Act 2009.

Period of Continuous Service	Redundancy Pay (Weeks)
1 Year	4
2 Years	6
3 Years	7
4 Years	8
5 Years	10
6 Years	12
7 Years	14
8 Years	16
9 Years	18
10 Years	20
11 Years	22
12 Years	24
13 Years	26
14 Years	28
15 Years	30
16 Years	32
17 Years	34
18 Years	36
(Note - A cap of 18 Years / 36 weeks applies)	

- d) For the purpose of this clause, "week's pay" means the ordinary time rate of pay for the employee concerned as set out in Schedule A of this Agreement.
- e) It is agreed that the Company will provide all employees who are made redundant with a statement of service, a statement of entitlements and a Centrelink Separation Certificate.

### 6.3. Training

- a) The Company views the training and development of its employees' skills as a partnership between The Company and its employees.
- b) Where employees have specific skills and training, they may be required by the Company to contribute to the training and development of other employees in those specific skills, including on the job training of other employees.
- c) All costs and expenses related to the Company approved training, whether on-site or at a Company approved institution, will be paid/reimbursed by the Company.
- d) The Company will pay an employee for attending on-site training on the following basis:
- e) Where on-site training is conducted during the employee's rostered working hours, employees will be paid their normal hourly rate; and
- f) Where on-site training is conducted outside the employee's rostered working hours, the employee will be paid equivalent to half of the time (at normal hourly rates) spent in such on-site training as is conducted outside normal work hours.
- g) Where practicable, and consistent with efficient operation and meeting of production targets, the Company will attempt to arrange for the conduct of on-site training during an employee's rostered working hours.
- h) To avoid doubt, the Company will not pay employees to attend educational courses or training other than training arranged and approved by the Company.
- i) The training focus during this Agreement provides opportunities for employees to improve their skills classification within the life of the Agreement through the development and application of new skills and the effective acquisition of appropriate competencies.
- j) The training matrix will be implemented as per the agreed package.
- k) Employees will be given equal opportunity access to training as per business needs.

### 6.4. Competency Standards

- a) The parties will apply the Competency Standards indicated as the basis for classification of employee skill levels. These classification levels are contained in Appendix "A" Classifications.
- b) Classification issues will be coordinated by the Human Resources department.
- c) Where problems arise in relation to the Competency Standards, it is agreed that the grievance procedure for competency issues will be administered as per clause 6.6.
- d) Job skills reviews may be conducted at each new product change and/or significant process change.
- e) Employee skills reviews will be conducted after 3 months or earlier by agreement between the employee and the section leader on execution of duties following formal training.
- f) It is noted that the Company will redefine criteria at each level to reflect the needs of the current operation.
  - The revised structure will be developed in consultation with employee representatives.
  - Criteria will include clear levels of attainment.
  - Criteria will be directed towards site specific capability - use of machines, products and standards.
  - Where relevant, individual training plans will be agreed between Company and employees.  
It is recognised that individual progression through levels is dependent on combination of employee motivation, potential capability, and Company needs at the time.
- g) The Parties agree that the classification structure and definitions in Appendix B to this agreement are a guide only. Once the above assessment is completed this agreement will be varied to replace the existing guide. The dispute resolution procedure may be utilised in the event of any disagreement. No party will be prejudiced by the inclusion of the current classification guide in the final assessment.

**6.5. Superannuation**

- a) The parties agree that superannuation contributions will be paid into the Company nominated default fund, BT Lifetime Super. The Company contributions will be in accordance with its legal obligations under the Superannuation Guarantee (Administration) Act 1992. The parties agree to be bound by any legislative changes that occur during the life of the agreement.
- b) During the life of this agreement the parties will allow employees to make a choice of either remaining with the BT Lifetime Super Fund or roll over or change into an approved Superannuation Fund of their choice.
- c) The contributions shall be made at least monthly or more frequently as required by the relevant trust deed.
- d) The contributions continue until the eligible employee's employment is terminated.
- e) The rights and obligations in these clauses supplement those in superannuation legislation.
- f) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise the Company to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the Company makes the superannuation contributions provided for in clause.

**6.6. Dispute Resolution Procedures**

- a) Union members are entitled to be represented by their union at every stage of this process. Employees who are not union members may also choose to be represented. Each party shall recognise the other's representative for all purposes involved with the resolution of the dispute.
- b) If a dispute arises about this agreement, the NES (including subsections 65(5) or 76(4) of the Act), Occupational Health and Safety, or about any other matter pertaining to the employment relationship, the parties will attempt to resolve the dispute in a timely manner by discussions at the workplace in accordance with the following procedure:
  - i. Initially discussions will take place between the employee, or employees concerned, the Union delegate, and the relevant supervisor or management representative.
  - ii. If the dispute is not resolved as a result of those discussions the matter shall be referred to the Union's sub-branch secretary/organizer and a more senior management representative for further discussion.
  - iii. In the event that the dispute remains unresolved further discussions shall take place between an appropriate senior official of the union and management representative.
- c) If the matter cannot be resolved by discussions in the workplace a party may refer the dispute to Fair Work Commission for resolution by conciliation, or arbitration if necessary.
- d) If a party is represented by a Union representative, or other representative, who is not present in the workplace, discussions in relation to the issue in dispute will not proceed until the Union representative, or other representative, is able to attend.
- e) At any stage in the procedure either party or their representative may ask for, and be entitled to receive, a response from the other party or their chosen representative within 2 working days, if a response is not received the matter may be referred directly to Fair Work Commission.
- f) Fair Work Commission may exercise such powers in relation to conciliation and arbitration as are necessary to make the conciliation or arbitration effective including all of the powers given to Fair Work Commission by the Fair Work Act 2009.
- g) The parties to the dispute and their representatives must act in good faith in relation to the dispute.
- h) While this dispute settlement procedure is being followed, except where a genuine occupational health and safety issue is involved, the status quo will remain. The existing situation, terms and conditions of work and work practices immediately prior to the subject matter of the grievance or dispute occurring will not be altered. No party will be prejudiced as to the final settlement by the continuance of work in accordance with this clause.
- i) Each party will bear their own costs in relation to any proceedings which result from the application of this dispute resolution procedure.



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- j) No employee will lose any income as a result of being involved in attempts to resolve disputes under this procedure. Union delegates will be granted paid leave to attend any proceedings arising under this clause.

The decision of Fair Work Commission in an arbitration under this procedure may be appealed to a Full Bench of Fair Work Commission.

- k) Subject to a stay order or decision on Appeal, the parties to the dispute shall be bound by and must comply with a decision of Fair Work Commission made pursuant to this clause.
- l) Consent to Conciliation in certain circumstances.
- m) The Union and the Company agree that if:
- i. the employment of an employee is terminated, in accordance with this agreement, or otherwise, and the employee makes an application to Fair Work Commission under the Fair Work Act 2009; or
  - ii. either the Company or the Union alleges that a breach of the Workplace Rights set out in Part 3-1 of the Act has occurred, then the Company or the Union will consent to conciliation by Fair Work Commission, including conciliation in person in lieu of telephone conciliation in the first instance, if either the Company or the Union requests it.

### 6.7. Discipline Counselling Procedure

Where the Company believes that an employee is not meeting the standards of performance or conduct reasonably expected of them, the following procedure will apply. At all stages of the counselling procedure the employee may be given an opportunity to explain their conduct or performance, or to respond to allegations made against them. The employee may request to have another person present at any stage in this procedure.

#### Step 1 – Formal Counselling

In the first instance, the employee will be counselled as to where their performance or conduct is deficient. The steps to be taken to remedy the deficiency will be agreed and a review period will be set. In more serious cases a written warning may be issued at this stage.

#### Step 2 – Formal Warning

If the employee fails to meet the standards of improvement in accordance with Step 1, the Company may issue the employee with a formal written warning advising the employee that their employment is in jeopardy if the deficiency is not rectified. A further review period may be set, if appropriate. In more serious cases this may be a final warning.

#### Step 3 – Final Warning

Where the employee's performance or conduct remains unsatisfactory despite the application of steps 1 and 2, the Company may issue the employee with a final written warning.

#### Step 4 – Termination

Where performance and/or conduct remains of a standard which is not acceptable the employment may be terminated.

The Company reserves its right to exercise discretion in addressing issues of poor performance or conduct and may proceed to any step in the procedure having regard to the particular circumstances including the nature and severity of the poor performance or conduct, however, nothing in this procedure affects the Company's right to dismiss an employee without notice for serious misconduct.

#### Termination

Except in the case of a casual or an employee serving a probationary period, either the Company or employee may terminate employment at any time by giving the other party the required period of notice specified below. Instead of providing the specified notice the Company may choose to make payment in lieu of notice. Nothing in this Agreement affects the Company's right to dismiss an employee without notice for serious misconduct. If so dismissed, the employee will only be entitled to be paid for the time worked up to the time of dismissal and any entitlements accrued to such time.

## Viridian Glass Pty Limited Dandenong Enterprise Agreement 2024

An employee serving a probationary period will be entitled to one week's notice of termination.  
A casual employee will be entitled to one day's notice of termination.

The notice of termination period will be:

a) By the Company:

Years of Service	Required Notice
Not more than 1 year	At least 1 week
More than 1 year but not more than 3 years	At least 2 weeks
More than 3 years but not more than 5 years	At least 3 weeks
Over 5 years	At least 4 weeks

- b) An employee aged 45 years or over who has completed at least two years' continuous service will receive one additional week's notice.
- c) By the employee: Two weeks' notice in writing, or such other period as agreed by the Company and employee.

### 6.8. Consultative Committee

- a) The parties agree to establish effective consultative processes where required to assist the parties improve productivity, efficiency and to provide for the effective involvement of employees in the decision-making process. The Committee will consist of an equal number of Company and employee representatives.
- b) The objectives of the Consultative Committee are to investigate, determine, and make recommendations on matters including but not limited to:
- introduction of new technology
  - changes to work organisation
  - expansion and investment
  - quality
  - productivity improvement
  - policy development and implementation where encouraged by management to do so
- c) Employee representatives on the Committee may have adequate time and access to the employees they represent:
- prior to the Committee meetings to prepare for agenda items
  - following Committee meetings to report back, when necessary, on issues discussed.
- d) Committee members will be provided with all relevant information and access to documentation and data pertaining to the subject matter in order to assist the consultative process, except where the Company is reasonably unable to do so for privacy or confidentiality reasons.
- e) The Committee may meet quarterly as a minimum and more frequently where necessary to do so. To further promote involvement employee representatives may make themselves available for re-election on an annual basis.
- f) The parties agree to the implementation of effective consultative processes in the business.
- g) The consultative processes adopted at the Company have evolved into a range of activities, which are seen to be effective for this organisation. These processes include daily production meetings and monthly site communication meetings.
- h) The parties agree to continue to review and improve these processes during the life of this Agreement.

**6.9. Facilities**

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

**6.10. Housekeeping**

All employees are responsible for maintaining a clean and tidy work area. Effective and diligent housekeeping practices are essential to a safe and healthy environment.

**6.11. Induction**

Any new employee including casuals or contractors will participate in a Company induction program prior to commencing work onsite. This induction will provide the employee a general overview of Company Health and Safety policies and procedures as well as other relevant requirements whilst engaged by the Company.

**6.12. Occupational Health and Safety**

The Company is committed to providing a safe and healthy work environment. The Company will comply with relevant State and Territory occupational health and safety laws and any relevant industry codes of practice. The employee must take all practical steps to ensure their own safety while at work, and to ensure that no action or inaction by an employee while at work causes harm to any other person.

The employee will ensure that occupational health and safety rules and procedures are adhered to at all times. The employee will use the safety and protective equipment, or clothing provided. The employee must not misuse any equipment, plant or process that has been provided to ensure workplace health and safety.

The employee will report to the Company as soon as possible any accidents, incidents or hazards arising during the course of employment. Any concerns in relation to the employee's safety or the safety of others in the workplace should be reported to the Company, who will take all practicable steps to provide and maintain a safe work environment.

Failure to comply with the occupational health and safety rules and procedures may result in disciplinary action.

The parties to this agreement are committed to a zero lost time injuries benchmark during the period of this Agreement. The parties also support a zero tolerance of unsafe work practices and/or unsafe behaviour.

The parties agree to the establishment of health and safety committees in each workplace and the recognition of rights and training for health and safety representatives.

The parties to this agreement are committed to work together to achieve the development of strategies and practices which ensure OHS and WorkCover legislation is fully complied with.

Both the Company and employees acknowledge their respective Duty of Care obligations and commit to properly discharging their respective responsibilities. The parties agree to work toward eliminating all injuries and where an employee is unfortunate enough to suffer a work-related injury the parties agree to implement Return To Work objectives that ensure an injured employee's return to work at the earliest possible time.

It is agreed that two trained First Aiders will be rostered to be available on each shift. On each shift one of the two First Aiders will be certified to Level 3. The Company agrees that the allowance will be payable to each First Aider. First Aider positions will be reviewed on an annual basis.

A designated smoking area is to be observed as per the Company's No Smoking Policy.

It is agreed that the Company and its Employees will enforce the use of personal protective equipment where they are deemed necessary for health and safety purposes.

OH&S representatives will be provided with 5 days' paid training for attendance at a Victorian WorkCover Authority approved Occupational Health and Safety Course of the employee's choice.

**6.13. Stand-Down Provisions**

- a) If an employee is unable to be usefully employed due to a strike, breakdown of machinery or any stoppage of work for any cause for which the Company cannot reasonably be held responsible, the Company reserves the right to stand down the employee without pay.

The stand down of the employee under this clause does not break the continuity of service of the employee and will count as service for all purposes except wages.

Notwithstanding anything elsewhere contained in this agreement the Company shall have the right to deduct payment for any day or part thereof an employee cannot be usefully employed because of any strike or any breakdown in machinery or any stoppage of work through any cause for which the Company cannot reasonably be held responsible, but subject to the following conditions:

- i. When the Company proposes to exercise the right conferred by this clause, they shall notify the employee representatives and consult with regard to the details of the Stand-down prior to making general announcements to the employees. At this stage, the Company will consider and discuss whether or not employees can be usefully employed during the stand-down period and will explain to the employee representatives and employees if this is not possible for operational reasons. During the period, such notification remains in force the employee shall be deemed to be stood down for the purpose of this clause. Where operationally possible it is the intention of the Company to provide suitable employment.
- ii. In the event of a Stand-down being announced and taking place, employees may apply for, and be granted leave as follows provided there is a positive balance owing to the employee:
  - 1) PLIS leave and/or
  - 2) Accrued Annual Leave entitlement and/or
  - 3) Approved Leave without Pay if items 1) and 2) are zero or negative in balance.

With regard to pre-approved leave arrangements; Stand Downs will not result in the cancellation of those arrangements even if leave accruals are exhausted. It remains the prerogative of the employee to make such cancellations or adjustments to pre-approved leave arrangements should they choose to do so.

- iii. Any employee who is stood down under this clause shall be treated for all purposes (other than payment of wages) as having continuity of service and employment notwithstanding such standing down.
- iv. Any employee who is stood down under this clause may at any time during the period of stand down terminate their employment without notice and shall be entitled to receive as soon as practicable all wages and other payments to which there was an entitlement at the time of termination.
- v. Any employee whose employment is terminated under this clause shall for all purposes (other than payment in lieu of notice) be treated as if their employment had been terminated by the Company.
- vi. Specifically, that means if the employee obtains other employment during a stand down period and chooses to resign the employee will not be required to provide notice if they chose to continue with the alternate employment.
- vii. Any employee who is stood down under this clause shall be at liberty to take other employment, and in the event of their so doing it shall be reasonable excuse for not reporting for duty after being notified that he/she is required to attend for work with the Company that he/she is working out a period of notice not exceeding two weeks which he/she is required to give in such other employment.
- viii. Any employee whom the Company proposes to stand down under this clause shall be entitled to elect to take any annual leave to which they are entitled, or which is accruing to them.

Notwithstanding anything herein before contained, the Company shall not be entitled to deduct payment for any day prescribed by this agreement as a public holiday which occurs during the period in which any employee is stood down except to the extent that an employee has become entitled to payment for the holiday in other employment. An employee claiming payment for a holiday shall, if required by the Company, furnish a statutory declaration setting out details of any other employment during this period and of the remuneration received therein

**b) Scheduled Plant Closures**

The Company will announce on an annual basis as soon as practical those dates that are expected to be reserved for planned closures to coincide with customer closures and planned plant maintenance requirements. In accordance with the Award the Company will provide two months' notice to employees of planned closures.

Indicative closures can be expected during the Easter Week and December/January periods.

Employees may utilise any of their accrued leave balances to supplement this period of scheduled plant closure.

**6.14. Protective Clothing and Equipment**

As part of the Company's commitment to quality and safety in the workplace, the Company will provide the employee with all protective equipment as required. The employee will adhere to safety procedures, wear protective clothing and use the protective equipment at all times when performing their job.

The employee will be required to maintain the protective clothing and equipment in accordance with the Company's hygiene standards and will be responsible for its care and safekeeping. Failure to comply with this requirement may result in appropriate discipline and employee counselling.

The Company will provide all employees with replacement items as necessary, such as safety boots, as a result of reasonable use and wear, or damage.

All equipment issued in accordance with this clause will remain the property of the Company and will be returned to the Company on demand and in the event of termination of employment.

The employee and the Company agree that this provision excludes the operation of protected conditions about monetary allowances for matters dealt with in this clause.

**6.15. Drugs and Alcohol**

The Company is committed to providing a safe working environment. An employee affected by alcohol, or any other drug will not be permitted to work or operate any equipment.

The employee must inform the Company, prior to commencing work, if they are under the influence of drugs (prescribed or not prescribed), alcohol, or any other substance which may affect the employee's ability to work or to use any of the Company's equipment.

No employee will be permitted to remain at work under the influence of alcohol or drugs. If an employee attends work under the influence of alcohol or drugs, then the Company will arrange to transport the employee home.

**6.16. Smoke-Free Workplace**

The Company is committed to providing a safe working environment where all Company premises and vehicles are designated as smoke-free. No employee will be permitted to smoke in a designated smoke-free area. Failure to adhere to these rules may result in disciplinary action.

**6.17. Intellectual Property**

Any new idea, invention, improvement or work that could be registered as copyright or patented that the employee either creates, develops or helps to develop in the course of their employment will remain the intellectual property of the Company.

**6.18. Property of the Company**

Employees are required to take all reasonable care in the use of the Company's property and to protect any of the Company's property in their care.


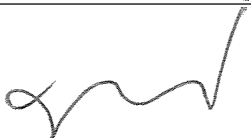
On termination of employment or upon request to do so, employees must return in good condition (subject to fair wear and tear) any property in their possession belonging to the Company.

Property includes, but is not limited to, documents, papers, reports, information in any way related to or arising during an employee's employment, programs, records, plans, drawings, intellectual property, business cards, equipment, materials, keys and other property (including mobile phones, computer software and hardware, and any vehicle and financial cards).


7. Signatures of the parties

This single enterprise agreement is made under the *Fair Work Act 2009* Representatives of the parties to this Agreement have signed below to indicate their acceptance of the negotiated Enterprise Agreement.

On Behalf of the Company:

Name:	Vine Osim!		
Position:	GM Victoria		
Authority to Sign:	Employer		
Address:	1-9 HEDDERWICK ROAD, DANDENONG SOUTH, VIC 3175		
Signature:		Date:	29/4/2024
Witness Name:	MICHAEL HANKO		
Address:	1-9 HEDDERWICK ROAD, DANDENONG SOUTH, VIC 3175		
Signature:		Date:	29/04/2024

On Behalf of the Employees:

Name:	Steve Abboushi		
Position:	CFMEU- Manufacturing Division		
Authority to Sign:	Victorian District Secretary		
Address:	Level 2, 165 Bouverie Street, Carlton VIC 3053.		
Signature:		Date:	1 May 2024

## Viridian Glass Pty Limited Dandenong Enterprise Agreement 2024

### APPENDIX A – RATES OF PAY

Viridian Glass Pty Limited Enterprise Agreement 2024 Hourly Base Wage Rates:

Classification Level	Previous Agreement Rate	Market Alignment FFPP* Agreement Commencement	Year 1 FFPP 1 July 2024 3.00%	Year 2 FFPP 1 July 2025 3.00%	Year 3 FFPP 1 July 2026 3.00%
Level 4	\$29.84	\$32.67	\$33.65	\$34.66	\$35.70
Level 5	\$30.92	\$34.40	\$35.43	\$36.49	\$37.58
Level 6	\$32.50	\$36.16	\$37.25	\$38.36	\$39.51
Level 6a	\$34.04	\$36.90	\$38.01	\$39.15	\$40.32
Level 6b	\$35.57	\$37.99	\$39.13	\$40.30	\$41.51
Level 7	\$37.51	\$38.59	\$39.75	\$40.94	\$ 42.17

\*FFPP means “First Full Pay Period after”.

APPENDIX B — CLASSIFICATION STRUCTURE AND DEFINITIONS

KEY REQUIREMENTS TO PROGRESS TO NEXT CLASSIFICATION LEVEL	
<ul style="list-style-type: none"> <li>Fully competent in all the skills of the “New Starter” Level-3.</li> <li>Competency for each level to be assessed via the relevant training package and by designated trainer/s.</li> <li>To be eligible for any of the pay classification levels as per the training matrix, the employee will need to be fully competent in all lower levels.</li> <li>Training Plans to be documented and training period agreed with the Area Manager.</li> <li>Trained and aware of all the relevant site Work, Health, Safety and Environment procedures for the work area.</li> <li>Trained and able to perform required Operator Asset Care tasks / Pre-Operation checks of equipment/trucks/mobile plant.</li> <li>Trained and able to perform required quality checks for relevant processes and equipment.</li> <li>For all levels, the employee must be fully competent and able to demonstrate that all KPIs for the processes and machine are being achieved. <ul style="list-style-type: none"> <li>Definitions of terms: <ul style="list-style-type: none"> <li>Developing competency - Undertaking Supervised “on the job” training in preparation for competency/capability assessment.</li> <li>Competent - Signed off on relevant training package.</li> <li>Capable - Can undertake process under limited supervision.</li> </ul> </li> </ul> </li> </ul>	

LEVEL	PREREQUISITES & COMMON REQUIREMENTS	JOB REQUIREMENTS
3	Applicable to all areas – acquired within 8 to 12 weeks (From New Starter)	<ul style="list-style-type: none"> <li>An employee commencing at this level will undertake the following:</li> <li>Successful completion of the induction process, including sign off by both Viridian and employee.</li> <li>Develop competency and undertake supervised on the job training in preparation for competency / capability assessment.</li> <li>Basic knowledge of shop floor documents - labels, reports and KPI's.</li> <li>Develop competency to safely and effectively load and unload glass to and from relevant equipment including machine tables, mobile trolleys, and fixed stands.</li> <li>Develop basic knowledge of glass processing and quality standards in relevant work area.</li> <li>Develop an understanding of housekeeping requirements.</li> <li>Complete relevant Chain of responsibility modules</li> <li>Safe handling of glass techniques</li> </ul>



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LEVEL	PREREQUISITES & COMMON REQUIREMENTS	JOB REQUIREMENTS
4	<p><b>Must have attained an acceptable level of competency in all the listed level 3 skills.</b></p> <p>An employee commencing at this level will undertake the following:</p> <ul style="list-style-type: none"> <li>• Aware of all relevant site and area specific OHS procedures.</li> <li>• Interpret and scan job tickets / labels.</li> <li>• Develop competency using lifting equipment - cranes, suckers, Armatech.</li> <li>• Understanding of Viridian quality and visual inspection guidelines.</li> <li>• Understanding of relevant key performance measures.</li> <li>• Use of Tugger to move trolleys.</li> </ul>	<p><b>Cutting:</b></p> <ul style="list-style-type: none"> <li>• Breakout glass to acceptable quality and safety standards.</li> <li>• Competent to safely dispose of cut glass.</li> <li>• Develop competency to be a machine operator.</li> <li>• Competent in manual arris operations.</li> <li>• Load Glass into Harp Racks.</li> <li>• Pair Glass for IGU operation.</li> </ul> <p><b>Fumace:</b></p> <ul style="list-style-type: none"> <li>• Develop competency to be a machine operator.</li> <li>• Competent in manual arris operations.</li> <li>• Load Glass into Harp Racks.</li> <li>• Pair Glass for IGU operation.</li> </ul> <p><b>IGU:</b></p> <ul style="list-style-type: none"> <li>• Develop competency to be a machine operator.</li> <li>• Operation of spacer bending machine</li> <li>• Operation of manual Desiccant machine.</li> <li>• Operation of spacer bar / frame trolley</li> <li>• Operation of manual Butyl machine.</li> <li>• Spacer application process</li> <li>• Cork Application</li> <li>• Unload Glass from Harp Rack and Trolleys in required sequence.</li> </ul> <p><b>Despatch Loaders:</b> Developing competency in the following tasks.</p> <ul style="list-style-type: none"> <li>• Loading and restraining A-Frame Trucks.</li> <li>• Loading and restraining of VTF's</li> </ul>

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LEVEL	PREREQUISITES & COMMON REQUIREMENTS	JOB REQUIREMENTS
5	<p><b>Must have attained an acceptable level of competency in listed level 4 skills. When "competent", Must be able to complete level 5 tasks unsupervised.</b></p> <p><b>An employee commencing at this level will undertake the following:</b></p> <ul style="list-style-type: none"> <li>• Competent in the use of relevant lifting equipment - inclusive of cranes, suckers, Armatech. (Signed off)</li> <li>• Fully understand relevant Viridian quality guidelines and can identify and report any quality issues.</li> <li>• Competent to undertake equipment assets care requirements for relevant equipment (Pre ops).</li> </ul>	<p><b>Cutting</b> Develop competency to operate full process and be competent to operate all the following:</p> <ul style="list-style-type: none"> <li>• Operation of Stock Selector</li> <li>• Laminate cutting machine OR Float cutting Machine.</li> <li>• BRM (Tilt table) operation</li> <li>• Pack ticket recording.</li> </ul> <p><b>Furnace</b> Develop competency to operate full process and capable of operating furnace / toughening plant under limited supervision.</p> <p><b>IGU</b> Develop competency to operate full process and be competent to operate the following:</p> <ul style="list-style-type: none"> <li>• Sealing Robot (Poly and Sil)</li> <li>• Press (FPS 1 and 2)</li> <li>• Hand Seal Units</li> <li>• IGU Washing Machine.</li> <li>• Operation of VSA (Super Spacer)</li> <li>• Auto Butyl Machine</li> <li>• Auto desiccant machine</li> <li>• Recording of IGU Consumables.</li> </ul> <p><b>Despatch Loaders</b> Develop competency to operate full process and be competent to operate all the following:</p> <ul style="list-style-type: none"> <li>• Fully competent in operating overhead cranes (vacuum lifters and slings).</li> <li>• Loading and restraining A-Frame Trucks.</li> <li>• Loading and restraining of VTF's</li> <li>• Load release of trucks.</li> </ul>

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LEVEL	PREREQUISITES & COMMON REQUIREMENTS	JOB REQUIREMENTS
5		<p><b>Drivers</b>            Develop competency to operate full process within a minimum period of 6 months and be competent to operate all the following:</p> <ul style="list-style-type: none"> <li>• Loading and restraining A Frame truck.</li> <li>• Loading and restraining VTF's for delivery.</li> <li>• Operating overhead cranes (vacuum lifters).</li> <li>• Authorised driver and hold a valid MR or HR license.</li> <li>• Load release of trucks.</li> </ul>

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LEVEL	PREREQUISITES & COMMON REQUIREMENTS	JOB REQUIREMENTS
6	<p><b>Must be competent in listed level 5 and must be able to successfully complete level 6 tasks unsupervised.</b></p> <p>An employee commencing at this level will undertake the following:</p> <ul style="list-style-type: none"> <li>• Fully understand relevant Viridian quality guidelines and can identify and report any quality issues and in training to commence remake process and communicate as required.</li> <li>• Trained and competent in Hazard identification</li> <li>• Must be able to train others at level 5 and below</li> </ul>	<p><b>Cutting</b> Competent to operate below machines and processes without Supervision:</p> <ul style="list-style-type: none"> <li>• Operation of Auto Arris Machine (KSR, KSV &amp; Wash).</li> <li>• Operation of all Cutting tables.</li> <li>• Unwrapping soft coat glass.</li> <li>• Able to perform glass stock take.</li> <li>• Downtime Recording</li> </ul> <p><b>Furnace</b> Competent to operate below machines and processes without supervision:</p> <ul style="list-style-type: none"> <li>• Full operation of furnace (toughening plant).</li> <li>• SO2 operation</li> <li>• Lisec tilt and loading table before furnace.</li> <li>• Roller cleaning</li> <li>• Create and maintain recipes for all products.</li> <li>• Training in SMK Furnace Quality tests - AS/NZS/2208</li> <li>• Operation of Auto Arris Machine (KSR, KSV &amp; Wash).</li> <li>• Downtime Recording</li> </ul> <p><b>IGU</b> Competent to operate below machines and processes without supervision:</p> <ul style="list-style-type: none"> <li>• Training in SMK IGU Quality tests (AS/NZS/4666)</li> <li>• Ability to trouble shoot various parts of the line.</li> <li>• Downtime Recording.</li> </ul> <p><b>Despatch Loaders</b> Competent to complete all tasks from following without supervision:</p> <ul style="list-style-type: none"> <li>• Authorised Forklift Operator with valid license.</li> </ul> <p><b>Drivers</b> Competent to complete all tasks from following without supervision:</p> <ul style="list-style-type: none"> <li>• Authorised driver and holding current HC (Heavy Combination) valid driving license.</li> <li>• Authorised Forklift Operator with valid license.</li> </ul>

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LEVEL	PREREQUISITES & COMMON REQUIREMENTS	JOB REQUIREMENTS
<b>6a</b>	<p><b>Must be competent to level 6 and must be able to successfully complete the level 6a tasks of the relevant process lanes.</b></p> <p>Specialist competencies - An employee commencing at this level will undertake the following:</p> <ul style="list-style-type: none"> <li>• Ability to fault find and trouble shoot across relevant equipment, processes, and product.</li> <li>• Good understanding of Operator asset care requirements across a range of equipment.</li> <li>• Must be able to train others at level 6 and below</li> </ul>	<p><b>Cutting</b> Competent to operate below without supervision:</p> <ul style="list-style-type: none"> <li>• All operation of cutting process.</li> <li>• Authorised Forklift Operator with valid license.</li> <li>• Complete required material handling tasks.</li> <li>• Glass stock and offcut management.</li> </ul> <p><b>Furnace</b> Competent to operate below without supervision:</p> <ul style="list-style-type: none"> <li>• All operation of toughening process.</li> <li>• Certify and release product as per the required SMK Toughening standard of AS 2208.</li> </ul> <p><b>IGU</b> Competent to operate below without supervision:</p> <ul style="list-style-type: none"> <li>• All operation of IGU process.</li> <li>• Certify and release product as per the required SMK IGU standard of AS 4666.</li> </ul> <p><b>Despatch Loaders</b> Fully competent in the use of the LISEC/ ERP system and printing relevant documentation for Despatch.</p> <p><b>Drivers</b> Authorised and fully competent in operating the Crane on the truck and holder of a valid CV license.</p>
<b>6b</b>	<p><b>Specialist of Multiple process lanes</b></p> <p>Specialist competencies - An employee commencing at this level will undertake the following:</p> <ul style="list-style-type: none"> <li>• Leading the fault finding and troubleshooting across relevant equipment, processes, and product.</li> <li>• Leading the operator asset care requirements across a range of equipment.</li> <li>• Must be able to train others at level 6a and below.</li> </ul>	<ul style="list-style-type: none"> <li>• Specialist competencies must be achieved in a minimum of two process lanes of level 6a OR</li> <li>• Level 6a for IGU Process Lane and competent in all operations of manufacturing colonial / back-to-back bar units.</li> <li>• Level 6a in one process lane AND Competent to safely undertake Side Load Grab operations for moving Blocks, Inclusive of system stock management and put away processes.</li> </ul>

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LEVEL	PREREQUISITES & COMMON REQUIREMENTS	JOB REQUIREMENTS
7	<p><u>By Appointment Only</u></p> <p>Team Leader of key production process lanes; AND Attained specialist competencies.</p>	<p>The minimum requirement for this level is to be fully competent in Level 6a skills in the relevant process lane.</p> <p>Minor maintenance, trouble shooting, trainer for one of the process lanes up to level 6a.</p>

APPENDIX C - NOTES RELATING TO HOURS OF WORK, BREAKS AND RATES OF PAY

HISTORICAL PRIOR TO LAST EBA

- a) Grandfathered Afternoon Shift Allowance (GAFT) – used to be 27% afternoon shift allowance. This was reduced to 15% (in 2010) and so 12% was grandfathered for existing employees.  
This allowance was absorbed into rates of pay in the 2018 – 2021 EBA and therefore cannot be an entitlement for debate in future negotiations.
- b) RDO Allowance – this was an allowance that was paid in lieu of RDO accrual and paid as OT = 3 hrs per week.  
Regular Overtime Allowance (ROT) was paid as an additional allowance as part of a deal to take the RDO Allowance as opposed to days off.  
This was a further 2 hrs @ OT = 3 hrs.  
TOTAL = 6 hrs per week paid as an Allowance.  
This allowance was absorbed into rates of pay in the 2018 – 2021 EBA and therefore cannot be an entitlement for debate in future negotiations.
- c) Change to 8 hr shifts.

Day shift	Afternoon
<ul style="list-style-type: none"> <li>• Work 40hr prior 2019 EBA 8hr per day</li> <li>• Rest break paid worked 40hr with RDO ROT Paid</li> <li>• Rest break was joined to 20 min plus 10 min given by the Company</li> <li>• Taken at 10am to 10:30am</li> <li>• Shift 6am to 2pm</li> </ul> <p>New EBA 2019 introduced:</p> <ul style="list-style-type: none"> <li>• Work 40hrs, 8hrs per day</li> <li>• Paid for 38hr as break is 24min unpaid 6min paid</li> <li>• 7.6hr per day paid 38hr paid</li> <li>• Shift 6am to 2pm</li> </ul>	<ul style="list-style-type: none"> <li>• Work 38hr prior 2019 EBA 7.6hr per day</li> <li>• Rest break paid with GAFT allowance</li> <li>• Rest break was joined to 20 min plus 10 min given by the Company</li> <li>• Taken 6pm to 6:30pm</li> <li>• Shift 2pm to 9:40pm</li> </ul> <p>New EBA 2019 introduced:</p> <ul style="list-style-type: none"> <li>• Work 40hrs, 8hrs per day</li> <li>• Paid for 38hr as break is 24min unpaid 6min paid</li> <li>• 7.6hr per day paid</li> <li>• Shift 2pm to 10pm</li> </ul>

- d) In 2018 all of GAFT, RDO and ROT and breaks were all absorbed into rates of pay and therefore should not be bargained in future negotiations.