



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Build Run Repair (Australia) Pty Ltd
(AG2024/693)

BRR LAVERTON SORT CENTRE ENTERPRISE AGREEMENT 2024

Manufacturing and associated industries

COMMISSIONER YILMAZ

MELBOURNE, 3 APRIL 2024

Application for approval of the BRR Laverton Sort Centre Enterprise Agreement 2024

[1] An application has been made for approval of an enterprise agreement known as the *BRR Laverton Sort Centre 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 Build Run Repair (Australia) Pty Ltd. The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. The undertakings are taken to be a term of the Agreement.

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188, 193, and 193A as 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.

[4] I note that the Notice of Employee Representational Rights (NERR) was not provided in the correct form. The NERR contained a different title for the Agreement to the one noted above. However, I am satisfied that this is a minor technical error and that pursuant to s.188(5) it may be disregarded.

[5] The Agreement is approved and in accordance with s.54, will operate from 10 April 2024. The nominal expiry date of the Agreement is 2 April 2027.



COMMISSIONER

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Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No:

AG2024/693

Applicant:


Build Run Repair (Australia) Pty Ltd

185 – Application for approval of a single enterprise agreement

Undertaking- Section 190

I, Katrina Hogarth, National Industrial Relations Manager for Build Run Repair (Australia) Pty Ltd give the following undertakings with respect to the BRR Laverton Sort Centre Enterprise Agreement 2024 ("the Agreement"):

1. I have the authority given to me by Visy Packaging Pty Ltd to provide this undertaking in relation to the application before the Fair Work Commission.
2. This Agreement incorporates the Manufacturing and Associated Industries and Occupations Award 2020 (or it's successors).
3. Clause 9.2 in the agreement states that daily working hours will be determined by the employer with 48 hours' notice. This undertaking is given to ensure that any additional penalties for working outside the span as provided for in Clause 9.1 shall apply.
4. Clause 9.4 provides 120% shift penalties for 'non-rostered/ non-successive shifts' and is silent in relation to non-successive afternoon or night shifts. This undertaking is given to provide Award non-successive afternoon or night shifts penalties at 150% (first 3 hours) 200% (thereafter).
5. This undertaking is provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature

26/03/24

Date



A MEMBER OF THE VRSY GROUP OF COMPANIES

BRR LAVERTON SORT CENTRE ENTERPRISE AGREEMENT 2024

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.

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1 TITLE

This Agreement shall be known as the BRR Laverton Sort Centre Enterprise Agreement 2024.

2 RELATIONSHIP TO AWARD, NES & POLICIES

This agreement shall be read and interpreted wholly in conjunction with the Manufacturing and Associated Industries and Occupations Award 2020 (or its successor).

Where there is any inconsistency between this Agreement and the aforementioned Award, this Agreement shall prevail to the extent of any inconsistency.

Relationship between the National Employment Standards and this Agreement:

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

In summary, the NES Standards provide the following entitlements:

- Maximum weekly hours
- Requests for flexible working arrangements
- Offers and requests to convert from casual to permanent employment
- Parental leave and related entitlements
- Annual leave
- Personal/carer's leave, compassionate leave and unpaid family and domestic violence leave
- Community service leave
- Long service leave
- Public holidays
- Notice of termination and redundancy pay
- Fair Work Information Statement and Casual Employment Information Statement

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

3 APPLICATION AND SCOPE OF AGREEMENT

This Agreement shall cover employees that are employed by Build Run Repair (Australia) Pty Ltd at 13-15 William Angliss Drive, Laverton 3028 and engaged in the classifications outlined in Appendix 1 of this Agreement.

The parties to this Agreement shall be:

- i. Build Run Repair (Australia) Pty Ltd (hereinafter referred to as the 'Company') in respect of its employees who are covered by this Agreement as outlined in clause 3; and;
- ii. Employees of the Company who are covered by this agreement as outlined in clause 3.

4 DATE AND PERIOD OF OPERATION

This Agreement shall come into force seven (7) days after approval by Fair Work Commission (FWC) and shall remain in force for a period of three (3) years from the date of certification.

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

5 EMPLOYMENT CATEGORIES

5.1 PROBATIONARY EMPLOYMENT

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

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

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

5.2 FULL TIME EMPLOYMENT

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

5.3 PART TIME EMPLOYMENT

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

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

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

Except as otherwise provided in this Agreement, a part time employee is entitled to be paid for the hours agreed upon.

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

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

The hours of work may be altered by agreement between the employee and the employer.

5.4 CASUAL EMPLOYMENT

Terms and conditions

- a) A casual employee is one engaged and paid as such.
- b) Casual terms and conditions are as follows:
 - i. A casual employee will be paid the hourly rate specified plus a casual loading of 25%;
 - ii. A minimum engagement of 4 hours;
 - iii. A casual is not entitled to paid leave, paid public holidays, notice of termination or redundancy;
 - iv. Shift loadings and overtime will be paid to casual employees in accordance with this Agreement.

6 TERMINATION OF EMPLOYMENT

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

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

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

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

- In the case of dismissal for serious misconduct;
 - To employees engaged for a specific period of time or for a specific task or tasks;
 - To trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement, or
 - To Casual employees
- f) The absence of an employee from work for a continuous period exceeding three (3) working days without the consent of the employer and without notification to the employer shall be prima facie evidence that the employee has abandoned employment. Notice of termination or payment in lieu will be provided in line with this agreement.

7 CONSULTATIVE PROCESS

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

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

Major Change

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

The employer must recognise the representative.
5. As soon as practicable after making its decision, the employer must;
 - a) Discuss with the relevant employees;
 - i. The introduction of the change; and

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

Change to regular Roster or ordinary hours

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

- a) a relevant employee appoints, or relevant employees appoint, a representative for the purpose s of consultation; and
- b) the employee or employees advise the employer of the identity of the representative;

The employer must recognise the representative.

13. As soon as practicable after proposing the introduce the change, the employer must:

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

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

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

16. In this term:

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

8 DUTY AND RESPONSIBILITY

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

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

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

The employees agree to ensure:

- i. They are in attendance at their workstations ready to resume production immediately after lunch or meal breaks.
- ii. They are prepared to use all of their skills at all times when requested.
- iii. To show commitment to continuous improvement through measurement and productivity improvement initiatives.

- iv. To provide reasonable flexibility and contribute in assisting the employer to meet customer demands.
- v. They are ready to work at their workstations at the agreed shift starting time (or agreed starting time if overtime has been requested before normal shift start) and continue to work until designated shift end.

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

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

9 HOURS OF WORK

9.1 Hours of Work and Continuous Shift Work

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

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

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

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

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

9.2 Fixation and Change of Hours

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

9.3 Hours of Work for Shift Workers

- a) The ordinary hours of work for shift workers shall not exceed an average of 38 per week, spread over a period of two, three or four weeks; or, in the case of continuous work, over such longer period as may be agreed between the Company and the of employee.
- b) Each shift within the hours prescribed in subclause 9.1 shall be of 7.5 to 12 hours' duration.
- c) The Company shall prescribe a roster of shifts which shall provide:

For not more than eight shifts, other than overtime shifts, to be worked by any employee during any nine consecutive days.

9.4 Shift Allowance

The following shift allowances will apply to production personnel for work performed during ordinary hours. These allowances will not apply during overtime.

- | | |
|--|-----|
| (a) Afternoon/Night Shift: | 15% |
| (b) Non Rostered/Non Successive Shifts | 20% |
| (c) Permanent Night Shift: | 30% |

9.5 Change of Working Periods

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

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

9.6 Overtime

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

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

First 2 hours at time and one half, then double time for the remaining hours worked on any given day.

Overtime Work on a Saturday or a Sunday

For overtime performed on Saturday, time and a half will be paid for the first 2 hours worked. Double time will be paid thereafter. Double time will also be paid for all work done on a Sunday.

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

9.7 Breaks between Shifts

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

By agreement between the company and individual employee, the 10-hour break provided for in this clause may be reduced to a period no less than 8 hours.

10 MEAL BREAKS

The minimum time allowance for meals shall be 30 minutes.

- 10.1 No period of work shall exceed 5 hours without a break for meals, except by agreement, between the employer and the employee in the plant.
- 10.2 Where an employee is required to work during their usual meal period they shall be paid one-half extra on the hourly rate of their weekly wage for the time so worked.
- 10.3 Meal break—continuous shift workers

An employee employed on continuous shift work will be entitled to a meal break each shift of 20 consecutive minutes and such meal break will be counted as time worked and paid as such.

11 PAYMENT FOR WORK

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

12 WAGE INCREASES

All employees covered by this Agreement will receive the rate as outlined in Appendix 1 for acceptance and implementation of this Agreement.

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

- a) 4.0% increase to current paid rates from 1 October 2023 (back dated from date of agreement)
- b) 2.5% increase from 1 August 2024
- c) 2.25% increase from 1 August 2025

13 SUPERANNUATION

Visy will make contributions to a complying superannuation fund in accordance with its obligations under the Superannuation Guarantee (Administration) Act 1992 (Cth) (the Legislation) as amended from time to time.

Employees will be provided with information regarding their superannuation options. If an Employee does not make a nominated choice of fund and does not have a 'stapled' fund as defined by the Legislation, the company will direct the Employee's contributions to a default My Super product.

14 LEAVE CATEGORIES

14.1 Annual Leave

- 14.1.1 Annual leave is provided as prescribed by the National Employment Standards.
- 14.1.2 Employees are entitled to four (4) weeks pro-rata annual leave for each year worked. Annual leave is cumulative.

If continuous shift work is undertaken across 7 days (eg a 7 day shiftworker who is regularly rostered to work on Sundays and public holidays as defined by the NES), then the employees will be entitled to an extra weeks pro-rata annual leave for each year worked.

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

14.1.4 This clause does not apply to casual employees.

14.1.5 Annual leave cashing out

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

14.1.6 Payment for leave on Termination of Employment

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

14.1.7 Types of Leave and Public Holidays

Payment for Period of Annual Leave & Leave Loading

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

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

(b) Public Holidays Falling in a Period of Leave

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

(c) Annual shutdown

The company may shutdown by providing not less than four weeks' notice for the purposes of taking annual leave as per the Award.

14.2 Long Service Leave

Employees are entitled to long service leave in accordance with the relevant state legislation.

14.3 Personal Leave

14.3.1 A permanent full time, permanent part time and fixed term/task employee is entitled to claim personal leave when the Employee suffers a personal illness or injury or when the Employee is required to provide care or support to a member

of the Employee's immediate family or household member who requires care or support as they are sick or injured or has an unexpected emergency.

14.3.2 The employee shall as soon as reasonably practicable, and if possible at least one hour before the employee's scheduled start time, inform the shift supervisor of the employee's inability to attend for duty and as far as practicable, state the nature of the injury or illness and the estimated duration of the absence.

14.3.3 When taking leave for personal illness or injury, the employee must establish by production of a medical certificate that the employee was unable to work because of injury or personal illness.

14.3.4 When taking leave to care for members of their immediate family or household who are sick and require care and support, the employee must, if required by the employer, establish by production of a medical certificate, the illness of the person concerned and that such illness requires care by the employee.

14.3.5 When taking leave to care for members of their immediate family or household who require care due to an unexpected emergency, the employee must, if required by the employer, establish by production of documentation acceptable to the employer, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

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

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

14.4 Compassionate Leave

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

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

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

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

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

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

14.5 Public Holiday

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

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

14.6 Payment for Time Worked on a Public Holiday

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

- (i) Non-continuous shift workers required to work overtime on a public holiday shall be paid at double time and one half. The double time and a half is to be paid until the employee is relieved from duty.
- (ii) Non-continuous shift workers required to work on a public holiday shall be paid for a minimum of four (4) hours work.

(b) Payment for Time Worked by Day Workers on a Public Holiday

- (i) Day workers required to work on a public holiday shall be paid for a minimum of four (4) hours work at double time and one half. The double time and a half is to be paid until the employee is relieved from duty.

14.7 Parental Leave

Eligibility for all types of Parental Leave is in accordance with prevailing legislation. In addition, parental leave is provided as prescribed by the Visy Parental Leave Policy.

15 REDUNDANCY

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

Redundancy Provisions

Severance Payment

Where an employee is made redundant, the severance payments below will be made.

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

Continuous service	Minimum notice period
1 year or less	1 week
1 year - 3 years	2 weeks
3 years - 5 years	3 weeks
More than 5 years	4 weeks

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

Severance payment

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

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

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

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

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

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

16 CONFIDENTIAL INFORMATION

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

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

17 INTELLECTUAL PROPERTY

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

18 NO EXTRA CLAIMS

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

It is agreed that this does not prevent the introduction of new technology or other measures to increase operational efficiency, so long as it is done via consultation through Clause 7 – Consultative Process.

19 FLEXIBILITY

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

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

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

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

23.3 The employer must ensure that the individual flexibility arrangement;

- a) Is in writing; and
- b) Includes the name of the employer and employee; and
- c) Is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- d) Includes details of;

- i. The terms of the enterprise agreement that will be varied by the arrangement; and
 - ii. How the arrangement will vary the effect of the terms; and
 - iii. How the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - e) State the day on which the arrangement commences.
- 23.4 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 23.5 The employer or employee may terminate the individual flexibility arrangement;
- a) By giving no more than 28 days written notice to the other party to the arrangement; or
 - b) If the employer and employee agree in writing – at any time.

20 AVOIDANCE OR SETTLEMENTS OF DISPUTES

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

24.1 If a dispute relates to;

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

This term sets out procedures to settle the dispute.

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

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

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

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

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

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

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

21 INTERRUPTION OF WORK

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

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

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

22 SIGNATORIES TO THE AGREEMENT


Signed for and on behalf of the Employer

Signed:

Date:

Name in Full (printed):

Address:


.....
26/2/2024
.....
PAUL LAURITA
.....
32 SHEILA ST AYE
.....
VICTORIA - 3194
.....

Position Title/Authority:

NATIONAL OPERATION MANAGER.
.....

Signed for and on behalf of the Employees

Signed:

Date:

Name in Full (printed)

Position Title/Authority

Alex Dobbie
.....
26/2/24
.....
Alex Dobbie
.....
Machine Operator -AD
.....

Address: 7 Wyalong Street, Albion, VIC, 3020
Mobile: 0413107181

APPENDIX 1 | CLASSIFICATIONS & RATES

	Wage Table			
	The rates outlined below are the minimum ordinary hourly rates for the classification.			
	Award equivalent	1 October 2023	1 August 2024	1 August 2025
Level one – new employee	C13	\$23.40	\$23.99	\$24.52
Level two - Labourer	C13	\$24.45	\$25.06	\$25.63
Level three - Machine Operator / Forklift	C11	\$28.35	\$29.06	\$29.71
Level four - Machine Operator / Forklift / Maintenance	C11	\$30.21	\$30.97	\$31.66
Level five - Team Leader	C11	\$34.62	\$35.49	\$36.29

Classification Descriptions

1. Level one – new employee

An employee at this level:

- works in accordance with standard operating procedures and established criteria;
- works under direct supervision either individually or in a team environment;
- understands and undertakes basic quality control/assurance procedures including the ability to recognise basic deviations / faults;
- understands and utilises basic statistical process control procedures;
- follows safe work practices and can report workplace hazards;
- will progress to Level two after successful completion of a six month probationary period.

2. Level two - Labourer

An employee at this level:

- performs the duties of a Level one employee and has successfully completed a six month probationary period.

3. Level three – Machine Operator / Forklift

An employee at this level:

- may be required to perform the duties of a Level two employee;

- has a sound knowledge of the employer's operations in relation to production and stores processes;
- machine operation including but not limited to pallet repair equipment;
- assists in the provision of on the job training;
- may be required to perform licensed operation of appropriate materials handling equipment;
- maintains inventory and store control;
- employs basic fault finding skills;

4. Level four – Machine Operator / Forklift / Maintenance

An employee at this level:

- is able, and may be required, to perform the duties of all previous classifications;
- performs basic (non-trades) maintenance of production equipment.

5. Level five – Team Leader

An employee at this level:

- may be required to perform the duties of all previous classifications;
- is responsible for the work of others and/or provision of structured on the job training;
- undertakes a leading role in workplace health and safety;
- may be responsible for the coordination of rosters and staffing coverage;
- is responsible for coordination of production and stores.

IN THE FAIR WORK COMMISSION

FWC Matter No:

AG2024/693

Applicant:

Build Run Repair (Australia) Pty Ltd

185 – Application for approval of a single enterprise agreement

Undertaking- Section 190

I, Katrina Hogarth, National Industrial Relations Manager for Build Run Repair (Australia) Pty Ltd give the following undertakings with respect to the BRR Laverton Sort Centre Enterprise Agreement 2024 ("the Agreement"):

1. I have the authority given to me by Visy Packaging Pty Ltd to provide this undertaking in relation to the application before the Fair Work Commission.
2. This Agreement incorporates the Manufacturing and Associated Industries and Occupations Award 2020 (or its successors).
3. Clause 9.2 in the agreement states that daily working hours will be determined by the employer with 48 hours' notice. This undertaking is given to ensure that any additional penalties for working outside the span as provided for in Clause 9.1 shall apply.
4. Clause 9.4 provides 120% shift penalties for 'non-rostered/ non-successive shifts' and is silent in relation to non-successive afternoon or night shifts. This undertaking is given to provide Award non-successive afternoon or night shifts penalties at 150% (first 3 hours) 200% (thereafter).
5. This undertaking is provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature

26/03/24

Date