

Viridian Glass Pty Limited

**Tingalpa
Enterprise Agreement 2024**

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1. Title

This Agreement shall be known as the *Viridian Glass Tingalpa Agreement 2024* (**the Agreement**).

2. Application of Agreement

This Agreement shall apply to the Viridian Glass Pty Ltd's (the Company) State Operations conducted at the Tingalpa site in Brisbane, in respect of all its employees covered by the Joinery and Building Trades Award 2020.

3. Parties bound

This Agreement shall apply to:

- a. Viridian Glass Pty Ltd (**the Company**); and employees of the Company who are covered by this Agreement; and
- b. its employees who are covered by Clause 2 of this Agreement and who perform the work described in the classification structure set out in Appendix B.

4. Duration of agreement

The Agreement shall operate from 7 days after the approval by the Fair Work Commission (**the Commission**) and the nominal expiry date is 30th June 2027.

5. No Extra Claims

It is a term of this Agreement that the parties bound by this Agreement will not pursue any extra claims, award or over award, for the life of this Agreement, including increases arising from award variations or decisions of Fair Work Commission other than increases that are consistent with the NES or terms of the Agreement.

6. Relationship to award, NES and the National Building Industry Code and Guidelines

This Agreement shall incorporate the terms of the Joinery and Building Trades Award 2020 (the Award). In the event there is any inconsistency between the Award and this agreement, this Agreement shall take precedence; and,

- a. The provisions of the National Employment Standards relating to the NES entitlement apply as a minimum standard, to the Agreement entitlement.
- b. Additionally, if a term of this Agreement provides for an entitlement for an Employee (the **Agreement entitlement**) that is the same as an entitlement under the National Employment Standards (the **NES entitlement**), those terms operate in parallel with the Employee's NES entitlement, but not so as to give the Employee a double benefit.

Further nothing in this Agreement is to be applied in a manner that would make the term being applied inconsistent with the National Building Industry Code and Guidelines as amended or succeeded from time to time.

7. Aims and objectives

Viridian Glass Pty Ltd and its employees are committed to providing superior customer service and world class products, ensuring acceptable profitability and creating a healthy and safe environment whilst providing career path opportunities for employees.

This aim of this Agreement is to assist in the achievement of the following objectives:

- a) To maximise productivity, job satisfaction and to embrace cultural change and continuous improvement in areas such as total productive maintenance and WHS&E.
- b) To ensure the stability, experience and flexibility of key skilled areas are maintained to ensure the highest attainable yields, productivity, efficiency, quality and customer service.
- c) To respond to the demands of customer specific production which may require flexibility in all aspects.
- d) To reduce the current level of absenteeism to a more manageable level through a process of counselling those employees who are regularly absent from the workplace without reasonable explanation.
- e) To implement systems and processes that will ensure the quality of all finished goods meets or exceeds our customer requirements.
- f) To position the sites such that it is able to take advantage of new products and processes that will provide growth to existing and new products.

8. Major Change Consultation

- (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 the employees; or
 - (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; and
 - (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 this 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 subclauses (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 of work

For a change referred to in paragraph (1)(b):

- (h) the employer must notify the relevant employees of the proposed change; and
 - (i) subclauses (11) to (15) apply.
- (10) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (11) 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.
- (12) As soon as practicable after proposing to introduce the change, the employer must:
- (a) discuss with the relevant employees the introduction of the change; and
 - (b) for the purposes of the discussion—provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the 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).
- (13) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (14) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- (15) In this term:

relevant employees means the employees who may be affected by a change referred to in subclause (1).

9. Dispute Settlement Procedure

- (1) If a dispute relates to:

- (a) a matter arising under the agreement;
 - (b) the National Employment Standards; or
 - (c) the incorporated award; this term sets out procedures to settle the dispute
 - (d) Provided that where the Fair Work Act 2009 makes specific provision for the settlement of disputes including with respect to casual conversion, right to disconnect and requests for flexible working arrangements) those provisions are incorporated and apply to the exclusion of this clause.
- (2) At any stage a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- (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.
- (4) If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.
- (5) Fair Work Commission may deal with the dispute in 2 stages:
- (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; and
 - (b) if Fair Work Commission is unable to resolve the dispute at the first stage, Fair Work Commission may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.

Note - If Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act. A decision that Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

- (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; and
 - (b) an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
 - (i) the work is not safe; or
 - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
 - (iii) the work is not appropriate for the employee to perform; or

- (iv) there are other reasonable grounds for the employee to refuse to comply with the direction.

- (7) The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.

10. Ordinary Hours of Work

- a. The ordinary hours of work will be an average of 38 hours a week, for a full-time employee.
- b. The ordinary span of hours is from 6.00 am and 6.00 pm, Monday to Friday.

11. Shifts & Rates

- a. All employees at the site operating on a fixed afternoon or night shift or a rotating shift pattern will be classified as "Shift Workers". All employees who work on a fixed day work pattern will be classified as "Day Workers".
- b. An employee who works:
 - i. Afternoon shift – finishing after 6:00pm and at or before 11:00pm
 - ii. Night shift – finishing after 11:00pm and at or before 7:00am
- c. Shift Rates:
 - An employee working only afternoon shift shall be paid 25% in addition to their ordinary rate.
 - An employee working only night shift shall be paid 30% in addition to their ordinary rate.

12. Saturday, Sunday and Public holiday work

- a) All overtime worked by day workers and shift workers on a Saturday between midnight on Friday and 12.00 noon on Saturday (minimum 3 hours) shall be at 150% for the first 2 hours and 200% after that.
- b) All overtime worked by day workers and shift workers between 12.00 noon on Saturday and midnight on Sunday (minimum 4 hours) shall be paid at the rate of 200%.
- c) An employee required to work on a public holiday must be paid for a minimum of 4 hours' work at the rate of 250% of the ordinary hourly rate.

13. Overtime

- a) Except in each case when the time is worked by arrangement between the employees themselves, or for the purpose of effecting the customary rotation of shifts, all time worked in excess of or outside the ordinary working hours prescribed by this Agreement or on a shift other than a rostered shift, shall be paid at the rate of 150% for the first two hours, and 200% thereafter. Such extra rate shall be in substitution for and not cumulative upon the shift premiums prescribed in Clause 11 (c).

In computing overtime, the work of each rostered day or shift shall stand alone.

When overtime is worked it shall, wherever reasonably practicable, be so arranged that an employee works not more than 14 hours in any period of 24 consecutive hours and so that each employee may have at least 10 consecutive hours off duty in each such 24 consecutive hours.

14. Requirement to work reasonable overtime

The Company may require an employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirements. An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regards to:

- a) any risk to employee health and safety;
- b) the employee's personal circumstances including any family responsibilities;
- c) the needs of the workplace or enterprise;
- d) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it;
- e) the usual pattern of work in the industry;
- f) the nature of the employee's role, and the level of responsibility; and
- g) any other relevant matter.

15. Rostered Day Off

- a. An employee's ordinary hours of work will be averaged over a period of four (4) weeks, to provide the employee with a Rostered Day Off (RDO).
- b. Unless otherwise agreed to by the employee, and confirmed in writing, an employee's normal hours of work will be based on an eight (8) hour shift with 0.4 hours each day accruing to provide for the RDO.
- c. The employee does not receive additional payment for the additional time work that accrues for the RDO.
- d. Viridian and employees agree that employees take their RDO, and that the accrual of RDOs is limited.
- e. Viridian and employees understand and agree that in some circumstances, customer demand may result in delays or deferrals of RDOs to other times, which may include Christmas shutdowns, or another agreed time.
- f. Employees will not be able to accrue more than four (4) RDOs. An agreement may be made between Viridian and the employee to allow for the additional accrual of RDOs, having regard to:
 - i. the employee's personal circumstances;
 - ii. the employee genuinely agrees;
 - iii. a plan is in place to ensure that the RDOs are taken; and
 - iv. the agreement is in writing and authorised by the General Manager.

16. Taking the Rostered Day Off

- a. Each year Viridian will consult with employees to develop and confirm a fixed roster.
- b. Viridian and employees agree that the taking of the RDO is important, and all reasonable steps will be taken by Viridian, considering customer requirements, to ensure that all RDOs rostered are taken.
- c. There will be no RDO's taken during peak manufacturing period between October through December. Three RDO's suspended and banked during this peak manufacturing period are available to be taken during the period of the annual Christmas shutdown or the employee may elect to have them cashed out at 150% for the first two hours and 200% thereafter in 8-hour allotments. The cashing out of these RDOs will be paid out in the December pay cycle.
- d. If an employee does work a Fixed RDO due to the employee's request, and Viridian agrees to this request, they will be paid at ordinary rates and an alternative day may be set and agreed between Viridian and the employee.
- e. If Viridian requests an employee to work on a scheduled Fixed RDO, and the employee agrees, they will be paid at ordinary rates and have the option of having one accrued RDO (8 hours) paid out 150% for the first two hours and 200% thereafter in 8 hour allotments (to be paid within current or next pay period), or an alternative day may be set and agreed between Viridian and the employee. If an alternative day cannot be arranged within the month that the RDO is due, the employee will have the opportunity to take an additional RDO the following month.

17. Payment of Untaken RDOs upon Termination

- a. Except for as provided in 16 e above, employees can only be paid for untaken RDOs if their employment is terminated for any reason.
- b. Where an employee may be paid their RDO in lieu, that time is paid at 150% of their ordinary base rate.

18. Alternative Work Arrangements

- a. Viridian and the employees covered by this agreement, may implement alternative work arrangements.
- b. Where an alternative pattern of work is agreed, and employees work their ordinary hours of work in a manner establishes rosters that provide for a four (4) day week, or nine (9) day fortnight, then no RDO will be accrued.
- c. In the event that an alternative work arrangement is established, ordinary hours will not exceed more than 10 hours per day.
- d. A written agreement may be made between Viridian and the employees, to alter their hours of work, including start and finish times, to suit operational needs and employee needs where possible.
- e. The agreement must be made by the majority of employees in the factory or section affected by the alteration. (section means a clearly identifiable production process). In altering hours of work as

described in d) above, the employees must genuinely agree, the decision and agreement is recorded in writing, and there is no loss of ordinary time rates of pay.

- f. Notice for a change in hours of work, including start and finish times, will be no less than five (5) days. Further, any such agreements will be subject to the processes described below.
- g. In agreeing an alternative structure to when and how work is performed, the parties agree that no alternative arrangement will be made or sustained, where there is an adverse impact on Viridian to service its customers and/or results in the incurring of additional costs that are prohibitive to the sustainability of the operation concerned.
- h. The parties may agree to trial periods for alternative work arrangements and understand that such a trial does not oblige Viridian or employees to accept the arrangement as a permanent alteration.
- i. Where it is found that the change in arrangements can be sustained, it must be agreed to by the majority of employees. Where an individual is adversely impacted by the arrangement, they can raise their concerns with the site manager for consideration. In that case, an individual agreement may be made with that employee. The matters to be taken into account when considering whether an individual is adversely impacted including any impact on family and carer responsibilities.
- j. Should there be a change in the market or business conditions, requiring a review of the arrangement, employees will be consulted as to the potential impacts on their working arrangement, in accordance with Clause 8 – Major Change Consultation. Employees will be provided with a minimum 28 days written notice, in the event of any change. Any such changes in arrangements arising from this clause will not entitle an employee to redundancy.

19. Meal Breaks

- a. The breaks referred to in the Joinery and Building Trades 2020 Award do not apply to this Agreement other than where overtime is worked in which case crib breaks shall apply as provided by the Award.
- b. A meal break of 30 minutes, which shall not be counted as time worked, shall be taken as near as possible to the middle of the working shift.
- c. By agreement between the Company and the majority of employees in the plant, work section or sections concerned, an employee or employees may be required to do work in excess of five hours but not more than six hours at ordinary rates of pay without a meal break.
- d. Meal breaks may be staggered to allow for servicing of customer needs.
- e. The time of taking a scheduled meal break or rest break by one or more employees may be altered by the Company if it is necessary to do so in order to meet a requirement for continuity of operations.
- f. Except as provided in sub clauses (b), (c) and (d) of this clause, 150% rates shall be paid for all work done during meal hours and thereafter until a meal break is taken.

20. Rest Pauses

- a. Each employee shall be permitted to one rest pause of 20 minutes per shift for refreshment.
- b. The time at which the rest pause referred to in sub-clause (a) of this clause shall be taken in the case of each employee shall be at the discretion of the Company.

The rest pause prescribed by this clause shall be counted as time worked.

21. Employment Categories

(a) Full Time Employee

- i. A full time employee is one who works an average 38 ordinary hours per week.
- ii. New employees will work under probation for a period of six months during which time the employee's suitability, performance and skills acquisition will be subject to review. (During this time the new employee may be deployed in order to demonstrate suitability, performance or allow skills acquisition appropriate to the employee's classification)
- iii. Either the employer or the employee may terminate the employment under the probationary period for any reason by giving one week's notice on either side.

(b) Part-time Employment

- i. A part-time employee shall mean an employee who is employed to work regular pattern of days and hours, which average less than the standard 38-hour week.
- ii. The rate of pay shall be calculated on a pro rata basis to the base rate of pay prescribed in this Agreement.
- iii. Overtime rates shall apply from the normal ceasing times applicable to the day or shift work pattern the part-time employee is working.
- iv. The provisions of this Agreement with respect to long service leave, annual leave, annual leave loading, personal/ carer's leave, jury service, compassionate leave, maternity leave, Saturday, Sunday, holiday rates and public holidays shall apply to part-time employees on a pro-rated basis.

(c) Casual Employment

- i. A casual employee is one engaged and paid as such.
- ii. A casual employee for working ordinary time shall be paid per hour one thirty-eighth of the base rate of pay prescribed herein for the work performed plus 25%.
- iii. An employee engaged as a casual will be informed in writing that they are to be employed as a casual. Offers and requests for casual conversion and any disputes about casual conversion shall be in accordance with the NES.

(d) Fixed-Term Employment

- i. Fixed-Term Employment will be in accordance with the NES.

- ii. A fixed-term employee shall mean an employee who is engaged for a specific period of time or engaged to work on specific tasks for a specified period.
- iii. A written statement specifying the employment period will be provided and signed by both parties.
- iv. This clause applies subject to the Fixed Term provisions of the Act (Part 2-9 Division 5), including the exceptions set out in s.333F.
- v. Fixed-term employees will receive entitlements to annual leave/Personal leave and other entitlements on a pro-rated basis based on the ordinary hours worked per week.

22. Annual leave

- a. Annual leave is provided for in accordance with the National Employment Standards (**NES**) Including leave loading. Employees will be paid 17.5% annual leave loading or shift loading, whichever is greater.
- b. Cashing out of annual leave

In circumstances of financial hardship and only with the approval of the relevant Operations Manager or Production Manager, employees are able to cash out up to 2 week's annual leave in cases of financial hardship or pressing domestic necessity.

Employees would be required to keep a minimum balance of 4 week's annual leave. Employees must apply in writing to their manager to exercise this option on each occasion and will then be entitled to be paid the amount that they would have received had they taken the leave so cashed out. The employees annual leave balance will be reduced by the reciprocal value of leave cashed out.

- c. The parties agree that all applications for annual leave shall be completed and submitted with at least 10 working days' notice prior to the commencement of the first day of annual leave applied for.
- d. Each application will be reviewed in line with production requirements over the period of annual leave applied for and the Company will provide the necessary approval or rejection of any such annual leave applied for within 24 hours of receiving an application in writing.
- e. Where employees have complied with the necessary period of notice as noted above, no reasonable request for annual leave shall be refused. However during times of high workload and where numerous applications are received, those applications will be dealt with on a production needs first basis and then on a "first in - first approved / rejected" basis.

23. Personal Leave

Personal Leave is provided for in the National Employment Standards (NES). Personal Leave refers to Sick Leave and Carer's Leave.

Carers Leave (which comes out of an employee's Personal Leave accrued balance) is time taken off to care for an immediate family or household member who is sick or injured or required to help during a family emergency.

The term "immediate family" means a spouse, de facto partner, child, parent, grandchild or sibling of the employee; or a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.

The term "child" includes an adopted child, a stepchild, an ex-nuptial child and an adult child.

The term "spouse" includes a former spouse, a de facto spouse and a former de facto spouse.

De facto partner means a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes); and includes a former de facto partner of the employee.

Sick Leave (which comes out of an employee's Personal Leave accrued balance) is time taken off when an employee (other than casual) is ill or injured.

If an employee is receiving workers compensation payments, he or she is not entitled to sick leave.

If the Company requires, an employee must provide a medical certificate from a registered health practitioner or a pharmacist certificate (excluding on-line or telehealth) if the employee is absent for two or more consecutive working days and for more than two single day absences in a twelve-month calendar period. In this context, a day implies being sick for 4 hours or more on a given working day. When taking Carer's Leave, a medical certificate from a registered health practitioner or a pharmacist certificate (excluding on-line or telehealth) is required for the person the employee is caring for.

Before taking sick leave, an employee must give at least four hours' notice before their next rostered starting time, unless this is not reasonably practicable in the circumstances, in which case notice must be given as soon as practicable. The notice must include the nature of the injury or illness (if known) and the expected duration of the period of leave.

If it is not reasonably practicable to inform the Company during the ordinary hours of the first day or shift of such absence, the employee must, unless not reasonably practicable due to exceptional circumstances, inform the Company within 24 hours of such absence.

In any event, the employee must prove to the satisfaction of the Company that he or she was unable on account of illness or injury, to attend for duty on the day or days for which sick leave is claimed.

Personal leave incentive: Employees covered by this agreement who use four (4) or less Personal Leave days per annum are eligible to receive a \$500 nett payment per annum.

An employee's personal leave balance is not impacted by this incentive. To be eligible for this incentive, employees must complete a full calendar year of service (1 January to 31 December). The payment will be distributed before annual shutdown and/or close of the year.

24. Public Holidays

Public holidays are provided for in the National Employment Standards (NES).

25. Parental Leave

Parental Leave (Maternity/Paternity/Partner, etc.) leave is in accordance with the NES. Further, an employee is entitled to the right to request flexible working arrangements (including a request for part-time work) in accordance with the provisions of the NES.

26. Superannuation

Contributions shall be made monthly to an employee's nominated superannuation fund provided it complies with applicable superannuation legislation requirements. If the employee does not exercise their superannuation fund choice and has a stapled fund, Viridian will comply with its obligations under the Superannuation Guarantee Administration Act 1992 (as varied).

27. Meal Allowance

An employee required to work overtime for at least one and a half hours after working ordinary hours will be paid a meal allowance.

28. Classification Structure and Wages

1. Classification Structure

- a. The classification structure at Appendix B has been designed to facilitate the development and progression of employees, promoting multi-skilling and maximising flexibility.
- b. Once an employee has been assessed as competent within that area of operation, they shall be considered for reclassification/promotion to the next level.
- c. Until an employee is deemed competent, and meets the required key performance indicators, their rate of pay will remain unchanged.
- d. To support employees' development, Viridian will take all reasonable steps to ensure that training is provided during normal working hours. However, if this cannot occur, Viridian may require employees to undertake training outside their ordinary hours of work. In that event, employees will be paid for this time at their ordinary rate of pay and is not considered overtime.
- e. The assessment and reclassification process will be undertaken by the Operations Manager, Factory Manager and the employee's direct supervisor. No employee will be able to conduct their own competency assessment.
- f. The assessment of competencies may be done within an employee's current department. However, they may also request to be assessed for other departments.
- g. The classification structure may be reviewed and amended during this Agreement. Reasons for this review may include changes in technology, product changes and/or mix, business operations, or

any other matter that is impacting on the effectiveness of the structure in achieving it's aims as stated in 1a. above.

- h. If there is a need to review the classification structure, this will be done by the Training Committee in conjunction with the Consultative Committee. Final changes will be approved by the Consultative Committee and the General Manager. The Training Committee will monitor the implementation of any changes or adjustments. Where there may be significant changes, these changes will be introduced in line with Clause 8 (Major Change Consultation).
- i. Training Committee will be two employee representatives and two Viridian management
- j. Consultative Committee will be two employee representatives and two Viridian management
- k. If an employee disagrees with their assessment results, they may raise these in accordance with Clause 9 (Dispute Settlement Procedure).
- l. Changes to an employee's classification must be approved by the General Manager and Human Resources.

2. Payrates above Classification Level

- a. Where an employee is already paid at a higher rate of pay than their classification level, they will not receive any additional increases in their base rate of pay until such time as they achieve parity with their classification.
- b. However, an employee may request, and Viridian may agree, to reduce their ordinary base rate of pay to align with that classification level. If such an agreement is made, Viridian will provide consideration to the employee for the adjustment. All arrangements shall be agreed in writing, with a written agreement confirming the details of the arrangement, effective date and must be signed by both parties. Backdated arrangements will not be approved, unless it is at the employee's request.

3. Wages

- a. Wages are paid in accordance with the schedule provided in Appendix A – Wage Rates.
- b. Wages are paid fortnightly, by Electronic Funds Transfer (EFT) and will be received by the employee no later than the second Thursday each fortnight.
- c. Employees are emailed their payslips to their private email accounts or can access their payslips via Employee Self Service (ESS).

29. Performance Review System

- a. The parties agree that a Performance Review system will be implemented for all employees. All employees will participate in good faith in an appraisal system which will indicate items such as performance standards, punctuality, absenteeism, compliance with WHS&E etc. This appraisal system will also be used to develop employees through the designated career paths and promotabilities. This will not be used a disciplinary tool.
- b. Training will be provided for Team Coordinators who will conduct the appraisal sessions in conjunction with their appropriate manager.

30. Personal Protective Equipment

All employees will be required to wear Personal Protective Equipment as outlined in the Viridian Safety Management System. In addition to mandatory PPE the company will provide the following uniform (clothing) items.

Factory Employees

The Company will issue a full set of PPE clothing (5 company shirts, 5 company pants, 1 jacket) and safety boots upon commencement of employment as a permanent employee.

The Company will provide 3 shirts and 3 pants annually to all other employees and/or with reasonable wear and tear as determined by the Company.

The Company will provide safety boots from an approved supplier for employees to choose from. Replacement will be with reasonable wear and tear as determined by the Company.

Employees may purchase their own boots outside of this range and will be reimbursed up to \$180 per annum upon presentation of the original purchase receipt.

Drivers

Same as for factory employees plus:

- 1 pair of Polarised Sunglasses (must meet WH&S standard for safety sunglasses)
- 1 wide brimmed hat replaced on a fair wear and tear basis

All items of fabric clothing (shirts, trouser, jackets) will be affixed with the corporate logo and must be returned to the Company following termination of employment for any reason.

31. Workplace delegates' rights

Delegates rights clause as per Clause XA of the Fair Work Act 2009 (Cth)

31.1. Clause XA of the Fair Work Act 2009 (Cth) provides for the exercise of the rights of workplace delegates set out in section 350C of the Act.

NOTE: Under section 350C(4) of the Act, the employer is taken to have afforded a workplace delegate the rights mentioned in section 350C(3) if the employer has complied with clause XA.

31.2. In clause XA:

- (a) employer** means the employer of the workplace delegate;
- (b) delegate's organisation** means the employee organisation in accordance with the rules of which the workplace delegate was appointed or elected; and
- (c) eligible employees** means members and persons eligible to be members of the delegate's organisation who are employed by the employer in the enterprise.

31.3. Before exercising entitlements under clause XA, a workplace delegate must give the employer written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate must provide the employer with evidence that would satisfy a reasonable person of their appointment or election.

- 31.4.** An employee who ceases to be a workplace delegate must give written notice to the employer within 14 days.

31.5. Right of representation

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

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

31.6. Entitlement to reasonable communication

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

31.7. Entitlement to reasonable access to the workplace and workplace facilities

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

31.8. Entitlement to reasonable access to training

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

- (a) In each year commencing 1 July, the employer is not required to provide access to paid time for training to more than one workplace delegate per 50 eligible employees.

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

31.9. Exercise of entitlements under clause XA

- (a) A workplace delegate's entitlements under clause XA are subject to the conditions that the workplace delegate must, when exercising those entitlements:
 - (i) comply with their duties and obligations as an employee;
 - (ii) comply with the reasonable policies and procedures of the employer, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;
 - (iii) not hinder, obstruct or prevent the normal performance of work; and
 - (iv) not hinder, obstruct or prevent eligible employees exercising their rights to freedom of association.
- (b) Clause XA does not require the employer to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible employees.
- (c) Clause XA does not require an eligible employee to be represented by a workplace delegate without the employee's agreement.

NOTE: Under section 350A of the Act, the employer must not:

- a) unreasonably fail or refuse to deal with a workplace delegate; or
- b) knowingly or recklessly make a false or misleading representation to a workplace delegate; or
- c) unreasonably hinder, obstruct or prevent the exercise of the rights of a workplace delegate under the Act or clause XA.

Definitions to be inserted into the definitions clause for each award

employee organisation has the meaning given by section 12 of Act.

enterprise has the meaning given by section 12 of the Act.

small business employer has the meaning given by section 23 of the Act.

workplace delegate has the meaning given by section 350C(1) of the Act.

32 Signatories to the Agreement

Representatives of the parties to this Agreement have signed below to demonstrate their acceptance of the negotiated agreement:

On Behalf of the Company:

Name: GORAN DAHLGREN

Authority to Sign: GENERAL MANAGER - QLD

Address: 39 GRAYSTONE STREET, TINGALPA QLD 4173

Signature: 

Date: 24/7/2024

Witness Name: ANTHONY PEREGO

Witness Address: 39 GRAYSTONE STREET, TINGALPA QLD 4173.

Signature: 

Date: 24/7/2024

WKL

On behalf of the CFMEU - ~~Manufacturing Division~~

Name: Kane Lowth

Authority to Sign: Assistant Secretary


Address: 16 Campbell St, Bowen Hills

Signature: 

Date: 26.07.24

Witness Name: Emma Eaves

Witness Address: 16 Campbell St, Bowen Hills Q

Signature: 

Date: 26.07.24

Employee Representative:

Name: ANTHONY PEREGO

Authority to Sign: EMPLOYEE REPRESENTATIVE.

Address: 39 GRAYSTONE ST, TINGALPA, QLD 4173.

Signature:  Date: 24/7/24

Witness Name: GLENN DAHLGREN

Witness Address: 39 GRAYSTONE ST, TINGALPA QLD 4173

Signature:  Date: 24/7/2024

Appendix A – Wage Rates

The following hourly rates of pay are based on a 38-hour week and shall apply to the classification structure listed below. These rates shall apply as of the first full pay period on or after the date of increase set out below, with back pay to 1 July 2024 for the first increase only.

(a) Hourly pay rates

Classification	1 July 2024 4%	1 July 2025 3%	1 July 2026 3%
Level 1	\$27.60	\$28.43	\$29.28
Level 2	\$28.35	\$29.20	\$30.08
Level 3	\$29.47	\$30.36	\$31.27
Level 4	\$31.46	\$32.40	\$33.38
Level 5	\$33.65	\$34.66	\$35.70
Level 6	\$35.34	\$36.40	\$37.49
Level 7	\$37.11	\$38.22	\$39.37

- (b) during the life of this agreement all respective and applicable allowances (ie. Meal Allowance, Leading Hand Allowance, First Aid Allowance) shall increase on the same date and by the same percentage as wages. Where the amount paid under the Award is in excess of the amount provided for by this Agreement the Company shall implement the Award allowance amount.
- (c) Apprentice rates of pay and conditions will be applied in accordance with the Award provisions. Apprentices will be paid the applicable Award percentage of the Level 5 classification.

Appendix B – Classification Structure

The employer may direct an employee to carry out duties and functions, other than those regularly performed, as are reasonably within the capabilities of the employee to perform subject to their skills, training, competence, classification and legal ability. This includes working at a classification lower than the one an employee has been appointed to or up a classification if the employee has the skill to perform work at the higher level in which case the terms of clause higher duties will apply.

Direction may be given to work in other areas or on other machines or tasks as required. Employees will work as directed at the point in time that the direction to do so is required.

Level 1

- (a) An employee at this classification level is a probationary employee for up to 3 months. During the probationary period the employee will undertake induction training on day work only which may include information on the company, conditions of employment, introduction to supervisors and fellow workers, training and career path opportunities, plant layout, work and documentation procedures including safe glassing handling training, occupational health and safety, equal employment opportunity and quality control/assurance.
- (b) An employee at this level performs routine duties on day work essentially of a manual nature and to the level of their training:
 - (i) performs work as directed;
 - (ii) performs routine duties essentially of a manual and repetitive nature;
 - (iii) is responsible for the quality of their own work subject to direct supervision;
 - (iv) Complies with all safety policies, procedures and actively contribute to risk assessments and the development of work instructions
 - (v) is able to solve basic problems associated with their work;
 - (vi) while undertaking structured training performs work within the scope of that training subject to safety and training requirements.
- (c) Indicative of the tasks which an employee at this level may perform are the following:
 - (i) general labouring and cleaning duties from written or verbal instructions;
 - (ii) assistance to other employees at this or other skill levels within their level of skill and training;
 - (iii) other tasks as directed in accordance with their level of skill and training.

Level 2

- (a) An employee to be classified at this level will have completed their required training or will have equivalent skills gained through work experience in accordance with the prescribed standards for this level. In all cases the employee will be required to satisfactorily complete a competency assessment to enable the employee to perform work within the scope of this level.

- (b) An employee at this level performs work above and beyond the skills of an employee at Level 1 and to the level of their skill and training:
 - (i) performs work as directed;
 - (ii) exercises limited discretion and utilises basic fault finding skills in the course of their work;
 - (iii) Complies with all safety policies, procedures and actively contribute to risk assessments and the development of work instructions.
 - (iv) understands and undertakes basic quality control/assurance procedures subject to supervision;
 - (v) while undertaking structured training, performs work within the scope of that training subject to safety and training requirements.
- (c) Indicative of the tasks which an employee at this level may perform are the following:
 - (i) repetitive fixing of pre-made components or parts of any article in predetermined ways, using basic written, spoken and/or diagrammatic instructions;
 - (ii) repetition work (including the feeding and removing of glass) on automatic, semiautomatic or single purpose machines or equipment;
 - (iii) use of selected hand tools, barcode scanners and hand operated power tools;
 - (iv) maintenance of simple records and labelling of glass;
 - (v) manual handling skills;
 - (vi) use of hand trolleys and pallet trucks;
 - (vii) problem solving skills;
 - (viii) handling of glass to and from cases, trucks, benches, pallets, stillages, bins, cages or racks.

Level 3

- (a) An employee to be classified at this level will have completed the required training or will have equivalent skills gained through work experience in accordance with the prescribed standards for this level. In all cases the employee will be required to satisfactorily complete a competency assessment to enable the employee to perform work within the scope of this level.
- (b) An employee at this level performs work above and beyond the skills of an employee at Level 2 and to the level of their skill and training:
 - (i) performs work as directed;
 - (ii) exercises limited discretion and utilises basic fault finding skills in the course of their work;
 - (iii) Comply with all safety policies, procedures and actively contribute to risk assessments and the development of work instructions.;

- (iv) understands and undertakes basic quality control/assurance procedures subject to supervision;
 - (v) performs routine duties which may involve the use of machinery or tools;
 - (vi) while undertaking structured training performs work within the scope of that training subject to safety and training requirements.
- (c) Indicative of the tasks which an employee at this level may perform are the following:
- (i) production of standard components and operation of machinery and equipment requiring the exercise of skill and knowledge beyond that of an employee at Level 2;
 - (ii) an ability to interpret and follow standard procedures;
 - (iii) receipt, dispatch, distribution, sorting, checking, packing, documentation and recording of goods, materials and components;
 - (iv) basic inventory control in the context of a production process;
 - (v) basic keyboard skills;
 - (vi) operation of mobile equipment including forklifts, hand trolleys, pallet trucks, overhead crane and winch operation;
 - (vi) accurate measurement;
 - (vii) assistance to one or more tradespersons [i.e. Level 5 and above];
 - (viii) problem solving skills.
- (d) Level 3 includes the following occupations:
- (i) Dispatch worker/glass vehicle driver (other than crane mounted vehicle).

Level 4

- (a) An employee to be classified at this level will have completed the required training or will have equivalent skills gained through work experience in accordance with the prescribed standards for this level. In all cases the employee will be required to satisfactorily complete a competency assessment to enable the employee to perform work within the scope of this level.
- (b) An employee at this level performs work above and beyond the skills of an employee at Level 3 and to the level of their skill and training:
- (i) performs work as directed;
 - (ii) exercises discretion and utilises basic fault-finding skills in the course of their work;
 - (iii) Comply with all safety policies, procedures and actively contribute to risk assessments and the development of work instructions;
 - (iv) is responsible for the quality of their own work subject to limited supervision;
 - (v) works from more complex standards and procedures;
 - (vi) while undertaking structured training, performs work within the scope of that training subject to safety and training requirements.

- (c) Indicative of the tasks which an employee at this level may perform are the following:
- (i) carrying out of tasks from basic plans, sketches and drawings in conjunction with appropriate written or verbal instructions;
 - (ii) operation of materials handling equipment requiring a licence or certificate;
 - (iii) setting up and operation and adjustment of machinery to produce more detailed components to exact specifications and standards;
 - (v) assistance to other employees at this and other skill levels within their level of skill and training;
 - (vi) other tasks as directed in accordance with their level of skill and training;
 - (vii) completion of simple clerical tasks;
 - (viii) selection of suitable methods for completing tasks and planning the order in which to complete them;
 - (ix) keyboard skills at a level higher than Level 4;
 - (x) lubrication of production machinery equipment;
 - (xi) problem solving skills.
 - (xii) Computerised automatic glass cutting machine operator.
 - (xiii) Automatic edge grinding/polishing machine operator.
 - (xiv) Automatic bevelling/polishing machine operator.
 - (xv) Dispatch worker/glass vehicle driver (crane mounted vehicles).

Level 5

- (a) An employee to be classified at this level will hold a relevant trade certificate, Tradesperson's Rights Certificate, or have completed the required training or will have equivalent skills gained through work experience in accordance with the prescribed standards for this level. In all cases the employee will be required to satisfactorily complete a competency assessment to enable the employee to perform work within the scope of this level.
- (b) An employee at this level performs work above and beyond the skills of an employee at Level 4 and to the level of their skill and training:
- (i) understands and applies quality control techniques;
 - (ii) inspects products and/or materials for conformity with established operational standards;
 - (iii) exercises good interpersonal communication skills;
 - (iv) exercises discretion and utilises basic fault finding skills in the course of their work;
 - (v) Comply with all safety policies, procedures and actively contribute to risk assessments and the development of work instructions.
 - (vi) Lead and complete safety observations as per the Viridian template. Lead tool box talks, promote safety and highlight safety hazards.

- (vii) Participate in safety investigations.
 - (viii) performs work under limited supervision either individually or in a team environment;
 - (ix) conducts training in conjunction with a skilled trainer as required;
 - (x) while undertaking structured training, performs work within the scope of that training subject to safety and training requirements.
- (c) Indicative of the tasks which an employee at this level may perform are the following:
- (i) carrying out of tasks from basic plans, sketches and drawings in conjunction with appropriate written or verbal instructions;
 - (ii) selection of materials and operation of machinery and/or equipment to produce articles in accordance with trade standards;
 - (iii) identification and initiation of relevant action to obtain materials, tools and machinery requirements for a particular job;
 - (iv) maintenance and use of hand held pneumatic, power and personal tools;
 - (v) understanding and undertaking of basic quality control/assurance procedures on the work of employees in lower classifications;
 - (vi) assisting in the provision of on-the-job training in conjunction with other tradespersons and supervisors;
 - (vii) keyboard skills at a level higher than Level 4;
 - (viii) operation of all lifting equipment incidental to their work;
 - (ix) performance of non-trade tasks incidental to their work;
 - (x) performance of work which, while primarily involving the skills of an employee's trade, is incidental or peripheral to the primary task and facilitates the completion of the whole task and which does not require additional formal technical training;
 - (xi) approval and passing of first-off samples and maintenance of quality of product;
 - (xii) operation, setting up and adjustment of all production machinery in a plant to the extent of their training;
 - (xiii) performance of a range of maintenance functions;
 - (xiv) understanding and application of computer techniques as they relate to production process operations;
 - (xv) high level stores and inventory responsibility beyond the requirements of an employee at Level 4;
 - (xvi) other tasks as directed in accordance with their level of skill and training.
 - (xvii) Painter.
 - (xviii) Glazier.
 - (xix) Glass cutter (hand cutting lightweight and heavyweight glass including simple shapes).

- (xx) Automatic bevelling/polishing machine setter operator.
- (xxi) Automatic edge grinding/polishing machine setter operator.

Level 6

- (a) An employee to be classified at this level will have completed the required training or will have equivalent skills gained through work experience in accordance with the prescribed standards for this level. In all cases the employee will be required to satisfactorily complete a competency assessment to enable the employee to perform work within the scope of this level.
- (b) An employee at this level performs work above and beyond the skills of an employee at Level 5 and to the level of their skill and training:
 - (i) performs work under general supervision either individually or in a team environment, and is able to examine, evaluate and develop solutions to problems within the scope of this level;
 - (ii) understands and implements quality control techniques and is responsible for the quality of their work and is able to identify faults in the work of others at this or lower levels;
 - (iii) exercises discretion and utilises fault finding skills in the course of their work;
 - (iv) Comply with all safety policies, procedures and actively contribute to risk assessments and the development of work instructions.
 - (v) Lead and complete safety observations as per the Viridian template.
 - (vi) Lead tool box talks, promote safety and highlight safety hazards. Participate in safety investigations.
 - (vii) exercises good interpersonal skills;
 - (viii) provides guidance and assistance as part of a work team acting as supervisor
 - (ix) while undertaking structured training, performs work within the scope of that training subject to safety and training requirements.
- (c) Indicative of the tasks which an employee at this level may perform are the following:
 - (i) reading, interpreting and calculating information from production drawings, prints or plans;
 - (ii) assisting in the provision of on-the-job training in conjunction with other tradespersons and supervisors;
 - (iii) exercising trade skills relevant to the requirements of the enterprise at a level higher than an employee at Level 5;
 - (iv) operating a wide range of complex machines or equipment in the workplace;
 - (v) applying relevant legislation to the work of self and others;
 - (vi) other tasks as directed in accordance with their level of skill and training.
- (d) Level 6 includes the following occupations:
 - (i) Specialist glass cutter (complex hand cutting of lightweight and heavyweight glass).

- (ii) Operator —Fully competent toughening line, laminating line including autoclave, insulating glass unit line; For clarity fully competent means understands and performs all aspects of the operation of the line and associated processes including start up, shut down, programming, operation, establishing settings, trouble shooting and complying with Australian Standards requirements.

Level 7

- (a) An employee to be classified at this level will have completed the required training or will have equivalent skills gained through work experience in accordance with the prescribed standards for this level. In all cases the employee will be required to satisfactorily complete a competency assessment to enable the employee to perform work within the scope of this level.
- (b) An employee at this level performs work above and beyond the skills of an employee at Level 6 and to the level of their skill and training:
 - (i) exercises the skills attained through satisfactory completion of the training and standard prescribed for this classification;
 - (ii) provides guidance and assistance as part of a work team;
 - (iii) assists in the provision of training in conjunction with supervisors and trainers;
 - (iv) understands and implements quality control techniques and is responsible for the quality of their work and is able to identify faults in the work of others at this or lower levels;
 - (v) Comply with all safety policies, procedures and actively contribute to risk assessments and the development of work instructions.

Lead and complete safety observations as per the Viridian template.

Lead tool box talks, promote safety and highlight safety hazards. Participate in safety investigations.
 - (vi) exercises excellent interpersonal skills;
 - (vii) performs work under limited supervision either individually or in a team environment;
 - (viii) exercises discretion within their level of training.
- (c) Indicative of the tasks which an employee at this level may perform are the following:
 - (i) exercising of high precision trade skills using various materials and/or specialised techniques;
 - (ii) performance of operations on a CAD/CAM terminal in the performance of routine modifications.

Appendix C - Redundancy

1. SCOPE AND APPLICATION

- (a) The provisions of this Agreement apply to all full-time and permanent part-time employees.
- (b) The provisions of this Agreement will not apply to any employees who are dismissed for reasons other than redundancy or who terminate of their own accord.
- (c) The Company will choose those employees who will be made redundant and select any employees that may be offered a transfer to another company location.
- (d) Employees terminated on the grounds of redundancy will receive the following payments on termination of employment.
 - (i) Notice or payment in lieu of notice as follows

Period of continuous service	Period of notice
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

In addition, employees *over* 45 years of age at the time of the notice with not less than two years continuous service, are entitled to an additional week's notice.

- (ii) More than one years' service and up to 2 years' service 4 weeks' pay, thereafter three weeks' pay per year of service capped at 52 weeks. For the purpose of calculating entitlements payment for incomplete years of service shall be on a pro-rata basis, to completed weeks worked.
- (iii) Employees who commenced before 30th June 2021:

Retrenched employees will be paid the value of 50% on untaken personal leave standing to their credit up to 30th June 2021. This balance will be adjusted in line with any personal leave taken, that may see this balance reduced.

(Does not apply to Employees commencing with the business from 1st July 2021)

- (iv) Employees will be entitled to pro-rata long service leave after five years continuous service.

2. OTHER MATTERS

Full discussions will be held with employees likely to be affected by any retrenchment announcement.

All retrenched employees shall receive current loading percentage on pro-rata annual leave.

3. CONTINUOUS SERVICE

Means the unbroken period of employment up to the point at which the employee is terminated. A broken period of service of more than 3 months is not taken into account. The Company shall

endeavour, where possible to assist in placing either internally or externally those people who are redundant. Where an employee, during a transfer of business, is offered employment with the new employer, the employee shall not qualify for redundancy payment should the alternative employment be accepted. This will be in accordance with section 122 of the Fair Work Act.

Where relevant, retrenched employees will be allowed reasonable paid time off for job interviews, subject to production of proof of interviews.

4. WEEKS PAY

Means an employee's normal rate of pay for an ordinary week's work at the time of termination. Normal rate of pay does not include overtime, shift allowances, special rates, disability allowances and other like payments, or incentives bonuses, or commission.

This is except for notice of termination where a week's pay will be at the employee's full rate of pay in accordance with section 18 of the Fair Work Act