

**VIRIDIAN GLASS PTY LIMITED
ROKEBY ENTERPRISE AGREEMENT 2024**

1. TITLE

This Agreement shall be known as the Viridian Glass Pty Limited Rokeby Enterprise Agreement 2024.

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3. APPLICATION OF AGREEMENT

This Agreement shall apply to Viridian Glass Pty Limited ("the Company") in respect of all its Employees who perform the work in the classifications set out in this Agreement at Lot 10, 73 Droughty Point Road, Rokeby, Tasmania 7019.

4. PARTIES BOUND

This Agreement shall be binding upon Viridian Glass Pty Limited and its Employees who are covered by clause 3 of the Agreement, and who perform work set out in the Classification Structure set out in Appendix 2 of this Agreement.

5. DEFINITIONS

- 5.1. "Act" means the Fair Work Act 2009 (C'th).
- 5.2. "Agreement" means the Viridian Glass Pty Limited- Rokeby Enterprise Agreement 2024.
- 5.3. "Award" means the Joinery and Building Trades Award 2020.
- 5.4. "Base Rate of Pay" has the same meaning as is prescribed by the Act. In summary, this is the rate of pay payable to the Employee for his or her ordinary hours of work but not including any of the following: loadings; monetary allowances; overtime or penalty rates; or any other separately identified amounts.
- 5.5. "Company" means Viridian Glass Pty Limited.
- 5.6. "Employee" means a person who:
 - a) is employed by the Company; and
 - b) performs work in accordance with a classification covered by the Agreement.
- 5.7. "FWC" means Fair Work Commission.
- 5.8. "National Employment Standards" or "NES" means the minimum entitlements set out in Divisions 3 to 12 of Part 2-2 of the Act.
- 5.9. "Parties" or "Party" means the Company, and/or its Employees.

6. DURATION OF AGREEMENT

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

7. RELATIONSHIP TO PARENT AWARD AND THE NES

This Agreement incorporates the terms of the Joinery and Building Trades Award 2020 ("the Award") as in operation at the time of making this agreement, provided that where there is any inconsistency between the express terms of the agreement and the incorporated terms of the award, the terms of the agreement prevail to the extent of any inconsistency.

The NES apply and where there is any inconsistency between the NES and this Agreement, the more favorable provision being either the NES or this Agreement shall apply.

8. AIM OF AGREEMENT

Viridian Glass Pty Limited and its Employees are committed to:

- **Safety** – We are committed to creating a safe working environment for all Employees.
- **Customer** – We have an obsessive customer focus based on reciprocal loyalty, open honest communication and regular positive engagement.
- **Teamwork** – We collaborate, communicate and respect each other to achieve our goals. We thrive as a team.
- **Accountability** – We make decisions and take immediate action. Our purpose guides every decision we make. We hold ourselves and each other accountable at all levels.
- Ensuring acceptable profitability.
- Providing job satisfaction for Employees.

The objectives of this Agreement are:

- to improve productivity and to embrace change and continuous improvement
- to respond to the demands of customer specific production (improved lead times) that may require flexibility in all aspects of work.
- To improve the Delivery In Full On Time ("DIFOT").
- Implement flexibility in the taking and payment of Rostered Days Off to ensure Employees who wish to take RDOs are able to within flexible guidelines and those Employees who prefer to receive payment in lieu of taking an RDO can do so.
- To develop an effective communication process and engagement of all Employees in improving the performance of the business.

9. HOURS OF WORK

- 9.1. Subject to this clause, the ordinary hours of work will be as provided for in the Award.
- 9.2. The spread of hours for day workers will be 5.00am to 7.00pm, which may be varied by mutual agreement between the Company and an Employee to suit particular circumstances, provided that the Employee suffers no reduction in pay.
- 9.3. The ordinary hours for both day workers and shift workers may be extended to 10 hours per day.
- 9.4. A shift worker working on a roster which includes shifts of greater than 8 hours may be rostered to work over less than 5 consecutive shifts Monday to Friday in which case the applicable shift rate is 145% for afternoon or night shift provided that the afternoon or night shift (as the case may be) is implemented for a period exceeding 3 months and 125% for early morning and early afternoon shift.
- 9.5. A day shift or day worker who is transferred to afternoon and/or night shift for a short term or temporary arrangement will be paid overtime rates for all afternoon and/or night shifts worked.
- 9.6. If at any time an agreement or arrangement under this clause, or the application of the penalty rate set out in clause 9.4., would result in an Employee being paid less than the Award minimum rate plus the Award shift penalty rate applicable to the shift hours worked, the Employee shall be paid the higher amount.
- 9.7. A permanent transfer of a day shift or day work employee to an afternoon or night shift shall only occur with the consent of the employee.

10. PAYMENT OF WAGES

An Employee shall be paid fortnightly by EFT not later than Thursday, provided that where a public holiday falls on Friday, an Employee where practicable shall be paid no later than Wednesday.

11. EMPLOYER AND EMPLOYEE DUTIES

- 11.1. The Company may direct an Employee to carry out such duties as are within the limits of the Employee's skill, competence and training consistent with the classification structure contained in this agreement provided that such duties are not designed to promote de-skilling.
- 11.2. Any direction issued by the Company shall be consistent with the Company's responsibilities to provide a safe and healthy working environment.

12. PUBLIC HOLIDAYS

Public holidays are provided for in the National Employment Standards (NES). For Hobart, these are 1 January (New Year's Day), 26 January (Australia Day), Good Friday, Easter Monday, 25 April (Anzac Day), the King's birthday holiday (on the day on which it is celebrated in Tasmania) 25 December (Christmas Day), 26 December (Boxing Day). In addition, any other day or part-day, declared or prescribed by or under a law of Tasmania to be observed generally within Tasmania as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the regulations from counting as a public holiday.

13. ANNUAL LEAVE

- 13.1. Annual leave is provided for in the National Employment Standards (NES). For each year of service with the Company, an Employee is entitled to 4 weeks of paid annual leave. During a period of annual leave an Employee will be paid a loading of 17.5%. Employees will also be entitled to the 17.5% loading of proportionate leave on termination.
- 13.2. By agreement with the Company, Employees can cash out up to 2 weeks' annual leave. Employees must keep a minimum balance of 4 weeks' annual leave. Employees must apply in writing to their manager to apply to exercise this option.
- 13.3. An Employee who would have worked on shiftwork had they not been on annual leave must be paid a loading equal to that prescribed in clause 13.1. or the shift rates prescribed by this award, whichever is the greater but not both.

14. PERSONAL/CARER'S LEAVE and COMPASSIONATE LEAVE

Personal/Carer's leave is provided for in the National Employment Standards (NES). For each year of service with the Company, an Employee is entitled to 10 days of paid Personal/Carer's leave.

14.1. Definition of immediate family

- a) The term "immediate family" means a spouse, child, parent, grandparent, grandchild or sibling of the Employee; or a child, parent, grandchild or sibling of the Employee's spouse.
- b) The term "child" includes an adopted child, a stepchild, an ex-nuptial child and an adult child.
- c) The term "spouse" includes a former spouse, a de facto spouse and a former de facto spouse.
- d) 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.

14.2. Sick leave (Personal Leave)

- a) Sick leave is leave to which an Employee other than a casual is entitled without loss of pay because of his or her personal illness or injury.
- b) If an Employee is receiving worker's compensation payments, he or she is not entitled to Sick leave.
- c) If the Company requires, an Employee must provide a medical certificate from a registered health practitioner if he/she is absent for more than two consecutive working days and for more than two single day absences.
- d) Before taking Sick leave, an Employee must give at least four hours' notice before his or her next rostered starting time, unless he or she has a good reason for not doing so. The notice must include (as much as is reasonably practicable) the nature of the injury or illness (if known) and how long the Employee expects to be away from work. (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 inform the Company within 24 hours of such absence if it is reasonably practicable to do so.
- e) 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. A medical certificate or statutory declaration is acceptable for the purposes of this clause.

14.3. Payout of Sick leave arrangement

- a) On or after the first day of January, any part of the first five days of accrued Sick leave from the previous year that is not used in any one year of service by the Employee, an equivalent payment shall be made to the Employee concerned at the time of taking annual leave. The Employee must, where available, accumulate five sick leave days annually.
- b) Employees wishing to participate in this scheme must maintain a minimum balance of Personal/Carer's leave in accordance with section 101 of the Fair Work Act (currently 15 days). The "cashing out" of Sick leave is optional. Any Employee preferring to continue to accumulate their Sick leave is still able to do so.
- c) Each Employee wishing to "cash out" Sick leave will need to complete the relevant documentation.

15. PARENTAL LEAVE

Parental leave is provided for in the National Employment Standards (NES).

16. JURY SERVICE

- 16.1. An Employee required to attend for jury service during his/her ordinary working hours shall be reimbursed by the Employer an amount equal to the difference between the amount and in respect of attendance for such jury service and the amount of wage he/she would have received in respect to the ordinary time he/she would have worked had he/she not been on jury service.
- 16.2. An Employee shall notify his/her Employer as soon as possible of the date upon which he/she is required to attend for jury service.
- 16.3. Further, the Employee shall give his/her Employer proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

17. DISPUTE SETTLEMENT PROCEDURE

- 17.1. 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, 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, or requests for flexible working arrangements, those provisions are incorporated and apply to the exclusion of this clause.
- 17.2. An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- 17.3. In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee/Employees, their representative/representatives and relevant supervisors and/or management.
- 17.4. If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission for resolution in accordance with its procedures, which includes conciliation and arbitration.

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.

- 17.5. 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.

18. RATES OF PAY

No further increases shall be operable during the life of this Agreement other than those below.

The following rates of pay shall apply to all Employees covered by this Agreement, from the first full pay period (FFPP) after the date listed:

Classification	Previous Rates	Year 1	Year 2	Year 3
	01 July 2023	01 July 2024	01 July 2025	01 July 2026
	Hourly	3.00%	3.00%	3.00%
Level 1	\$23.88105	Level 1 removed – Entry level is now Level 2A		
Level 2a	\$25.00842	\$26.53143	\$27.32738	\$28.14720
Level 2b	\$25.37947	\$26.92508	\$27.73284	\$28.56482
Level 2c	\$25.75421	\$27.32264	\$28.14232	\$28.98659
Level 3a	\$26.50684	\$28.12111	\$28.96474	\$29.83368
Level 3b	\$27.44789	\$29.11947	\$29.99306	\$30.89285
Level 3c	\$28.38184	\$30.11030	\$31.01361	\$31.94401
Level 4	\$30.25868	\$32.10144	\$33.06448	\$34.05642
Driver Level 1	\$26.50684	\$28.12111	\$28.96474	\$29.83368
Driver Level 2	\$27.44789	\$29.11947	\$29.99306	\$30.89285

19. ACCIDENT MAKE-UP PAY

- 19.1. An Employee shall be entitled to accident make-up pay for a work-related injury for which weekly compensation payments are payable pursuant to the relevant Worker's Compensation legislation, for a period totaling 52 weeks. This period will be inclusive of any entitlement to accident makeup pay under the relevant legislation.
- 19.2. Accident make-up pay shall not apply in respect of any injury during the first 5 ordinary working days of incapacity.
- 19.3. Accident make-up pay shall only be payable to an Employee employed by the Employee at the time of the incapacity. The Employee must advise the Employer of any previously incurred injury at the time of engagement in order to be eligible for accident make-up pay under this clause.
- 19.4. Accident make-up pay shall cease to be paid where the Employee is terminated for serious and/or wilful misconduct.
- 19.5. To continue to qualify for accident make-up pay after termination, the Employee must continue to provide evidence of continued weekly compensation payments.
- 19.6. In order to be entitled to accident make-up pay, the Employee must comply with all the requirements of the relevant legislation as well as any direction from the Workcover authority or its agent.
- 19.7. An Employee shall not be entitled to the payment of accident pay in respect of any period of paid annual leave, or long service leave, or for any paid public holiday in accordance with the appropriate award provisions.
- 19.8. If the event the Employee obtains a verdict for damages with respect to the injury for which accident make-up pay is being paid, the entitlement to accident make-up pay shall cease. If the verdict does not reduce the damages by the amount of accident make-up pay paid by the Employer, the Employee shall reimburse the Employer the amount of accident make-up pay paid.
- 19.9. All rights to accident make-up pay cease upon the death of the Employee.
- 19.10. "Accident make-up pay" is the difference between the weekly compensation paid pursuant to the relevant legislation and the wages the Employee would have earned for ordinary hours worked, if the Employee had been performing normal duties. Payments in excess of ordinary time earnings, such as overtime, shift loadings, allowances, etc., are not included in accident make-up pay.

20. FLEXIBILITY

- 20.1. The Employer and an Employee covered by this Enterprise Agreement may agree to make an Individual Flexibility Arrangement to vary the effect of terms of the Agreement if the agreement deals with 1 or more of the following matters:
- a) arrangements about when work is performed;
 - b) overtime rates;
 - c) penalty rates;
 - d) allowances;
 - e) leave loading; and
- the arrangement meets the genuine needs of the Employer and Employee in relation to one or more of the matters mentioned in this clause; and the arrangement is genuinely agreed to by the Employer and Employee.
- 20.2. 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.
- 20.3. 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) states the day on which the arrangement commences.
- 20.4. The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 20.5. 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.

21. CONSULTATION

21.1. 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.

21.2. Major change

For a major change referred to in paragraph 21.1(a):

- a) The Employer must notify the relevant Employees of the decision to introduce the major change; and
- b) Subclauses 21.3 – 21.9 apply.

21.3. The relevant Employees may appoint a representative for the purposes of the procedures in this term.

21.4. 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.

21.5. 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.

21.6. However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.

21.7. The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees. 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 subclauses 21.2, 21.3 and 21.5 are taken not to apply.

21.8. 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.

21.9. Change to regular roster or ordinary hours of work

For a change referred to in paragraph 21.1 (b), the Employer must notify the relevant Employees of the proposed change; and subclauses 21.10 to 21.15 apply.

- 21.10. The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- 21.11. 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;
 - c) the Employer must recognise the representative.
- 21.12. 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).
- 21.13. However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 21.14. The Employer must give prompt and genuine consideration to matters raised about the change by the relevant Employees.
- 21.15. In this term, relevant Employees means the Employees who may be affected by a change referred to in subclause 21.1.

22. ROSTERED DAYS OFF

- 22.1. The purpose of this clause is to provide flexibility in the taking of RDOs whilst still ensuring Employees have the ability to utilise RDOs in the manner for which they were originally introduced.
- 22.2. It is agreed by the parties that Employees may choose to bank no more than 7 RDOs at any one time and that any RDOs banked during the year shall be paid out in December of that same year. In making an application to pay out those banked RDOs the Employee agrees that they shall be paid at the relevant base rate as at 1st December in that year.
- 22.3. It is agreed that RDOs cannot be taken during the period covered by 1st October to the 31st December in any year without Company approval. The Company can request banked RDOs to be taken at any time provided notice of at least seven days is given, or shorter mutual agreement.
- 22.4. The Company can, in exceptional circumstances, approve the carrying over of banked RDOs from one year to the following year. It is agreed that Employees who do carry over a balance of RDOs from one year to the next shall provide in writing the dates on which those days shall be taken during the period covered by 1st January to 31st March of the following year. This notice shall be in writing and may be made on an approved Company Leave form. These days are in addition to those days that shall accrue during the period covered by 1st Jan to 31st March each year.
- 22.5. Where an Employee as at the 31st March each year still maintains a balance of RDOs accrued from the previous year, then that Employees balance of RDOs shall be paid out at the rate of pay applicable on the 1st December of the previous year.
- 22.6. Where an Employee works on a roster that includes shifts greater than 8 ordinary hours and up to a maximum of 10 ordinary hours (maximum ordinary hours of 38 hours) then no accrual of hours towards RDOs will take place. The Company will determine the appropriate averaging arrangement for such a roster, which may or may not include a system under which RDOs accrue.

23. BUSINESS IMPROVEMENT

The parties agree to establish a regular consultation process to improve factory performance, particularly concentrating on activities within the Employees' control, such as FOCRs, re-cuts and waste. Performance targets will also be agreed.

24. REDUNDANCY

- 24.1. This clause applies to all Employees of the Company whose employment commenced on or after 1 July 2021. Appendix 1 of this Agreement applies to Employees whose employment with the Company commenced prior to 1 July 2021.
- 24.2. Under this clause, Redundancy is provided by the NES.
- 24.3. In the first instance, redundancies will be on a voluntary basis. the Company will call for expressions of interest in voluntary redundancy and take any expressions into consideration prior to making any decision. However, the Employer will be free to make redundancy decisions based on the operational needs of the business.
- 24.4. Employees shall receive Redundancy Pay of the greater of the NES or 3 weeks' pay per completed year of service (including a pro rata amount for partial years of service), to a maximum of 26 weeks' pay.
- 24.5. "Weeks' pay" shall mean an Employee's minimum weekly wage and does not include shift loadings, overtime payments, special rates, all allowances, incentive payments, superannuation contributions or other like payments, incentive bonuses or commissions.

24.6. Transfer to lower paid duties

Where an Employee is transferred to lower paid duties by reason of redundancy the same period of notice must be give as the Employee would have been entitled to if the employment had been terminated and the Employer may, at the Employer's option, make payment instead of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rate of pay for the number of weeks' notice still owing.

24.7. Employee leaving during notice period

An Employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The Employee is entitled to receive the benefits and payments they would have received under clause 24.4 above had they remained in employment until the expiry of the notice but is not entitled to payment instead of notice.

24.8. Job search entitlement

- a) An Employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- b) If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee must, at the request of the Employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose, a statutory declaration is sufficient.
- c) This entitlement applies instead of clause 24.7.

25. DELEGATES' RIGHTS

- 25.1. In this clause:
 - 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.
- 25.2. Before exercising entitlements under this clause, 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.
- 25.3. An Employee who ceases to be a workplace delegate must give written notice to the Employer within 14 days.

25.4. 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.

25.5. Entitlement to reasonable communication

A workplace delegate may communicate with eligible Employees for the purpose of representing their industrial interests under this clause. This includes discussing membership of the delegate's organisation and representation with eligible Employees. A workplace delegate may communicate with eligible Employees during working hours or work breaks, or before or after work.

25.6. 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 this clause 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.

25.7. Entitlement to reasonable access to training

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.

25.8. Exercise of entitlements under this clause

- a) A workplace delegate's entitlements under this clause 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) This clause 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) This clause does not require an eligible Employee to be represented by a workplace delegate without the Employee's agreement.

26. SIGNATURES

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

On behalf of the Company:

Name: PAUL RAINBIRD

Title: GENERAL MANAGER

Authority to Sign: General Manager of Viridian Glass Pty Limited

Address: 73 Droughty Point Road

Rokeby TAS 7019

Signature  Date: 26.08.24

Witness Name: Annie Mather

Witness Address: 73 Droughty Point Road

Rokeby TAS 7019

Witness Signature  Date: 26.8.24

On behalf of the Employees:

Name: GRAHAME M'CUULLOCH

Title: EXECUTIVE OFFICER

Authority to Sign: CFMEU

Address: 540 Elizabeth Street


Melbourne VIC 3000

Signature  Date: 27/8/24

Witness Name: Judy Abayasekera

Witness Address: 540 Elizabeth Street

Melbourne VIC 3000

Witness Signature  Date: 27/8/24

APPENDIX 1 - TRANSITIONAL REDUNDANCY PROVISIONS

Appendix 1 applies only to those Employees of the Company who are employed as a full time or part time Employee and whose employment commenced prior to 1 July 2021.

1. Definitions

- a) "Employee" means a person who has been employed on a full-time basis and does not include persons employed on a fixed-term or casual basis.
- b) "The Company" shall mean Viridian Glass Pty Limited.
- c) "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.
- d) "Week's pay" means an Employee's normal pay for an ordinary week's work at the time of termination. The normal rate of pay does not include overtime, shift allowance, special rates, disability allowances and other like payments, incentive bonuses or commissions unless otherwise specified in this agreement.

2. Entitlement

Subject to the provisions of this agreement, Employees deemed to qualify for redundancy will receive the following severance payments on termination of employment.

a) Employees with less than 1 year's service

- (i) 1 week's notice or payment in lieu, in accordance with relevant award;
- (ii) Statutory entitlements;
- (iii) 1 week's pay;

b) Employees with more than 1 year's service but less than 5 years continuous service

- (i) 1 week's notice or payment in lieu, in accordance with relevant award;
- (ii) Statutory entitlements;
- (iii) 4 weeks' severance pay;
- (iv) 3 weeks' pay per year of completed service;
- (v) An "Additional Payment" of \$3,000.00

c) Employees with more than 5 years' continuous service

- (i) Notice or payment in lieu, in accordance with relevant award;
- (ii) Statutory entitlements;
- (iii) 4 weeks' severance pay;
- (iv) 3 weeks' pay per year of completed service;
- (v) An "Additional Payment" of \$5,000.00

3. Calculation of Entitlement

For the purposes of calculating entitlements in 2. above, payment for incomplete years of service shall be made on a pro-rata basis.

4. Supplementary Provisions

In addition to the above provisions, retrenched Employees will receive:

- a) 17.5% loading on pro-rata annual leave.
- b) Payment of all accrued sick leave.
- c) Pro-rata long service leave where it is not already a statutory entitlement and where the

retrenched Employee has more than 5 years continuous service, including 17.5% loading.

- d) A Certificate of Service upon request
- e) Payment of the KPI bonus will be made on a pro-rated basis reflecting: (i) the period of the year elapsed and (ii) the progress toward the target
- f) Should an Employee under notice die before the termination date, all benefits under this Letter of Understanding to which the Employee was entitled shall be paid directly to the Employee's estate

5. Notice of Termination

- a) Prior to a redundancy situation occurring, the Company undertakes to advise and discuss relevant matters with those likely to be affected and their organization as far in advance as possible. This advance advice is in no way to be confused with formal notice.
- b) Where notice has been given and the Employee does not work out the required notice and an earlier termination date has not been agreed between the parties, the Employee will not qualify for the "severance payment" referred to above. However, the Employer shall be entitled to notice of termination and redundancy no less than the entitlement provided in the National Employment Standards and the Fair Work Act.
- c) This agreement will not apply to Employees who terminate or are terminated for reasons other than redundancy or retrenchment.

6. Fixed-Term Employees

In areas where Employees have been engaged on a fixed-term, casual or short-term basis, and were advised in writing at the time of their engagement that their employment is of a temporary nature, these provisions will not apply. Fixed term Employee engagement is subject to the Fixed Term provisions of the Act (Part 2-9 Division 5), including the exceptions set out in s.333F.

7. Alternative Employment

- a) By mutual agreement and where practicable, Employees will be retrained to fill alternative positions either within the Company or at a suitable alternative Company or establishment.
- b) Where an Employee is offered alternative employment within their competency in another section of the Company reasonably convenient to the work site covered by this agreement, with continuity of service and similar rates and conditions of employment, the Employee shall not qualify for redundancy benefits under these provisions if such alternative employment is refused.
- c) The Company shall endeavour, where possible, to assist in placing either internally or externally those Employees who are redundant.

8. Sale/Transfer of Business

Where an Employee is offered alternative employment within their competency with another Employer reasonably convenient to the work site covered by this agreement with continuity of service, similar rates and conditions of employment, the Employee shall not qualify for redundancy benefits under these provisions if such alternative employment is refused.

APPENDIX 2. CLASSIFICATION STRUCTURE

- Each level is deemed to include all skills required of the preceding levels.
- Work description is general only and not intended to be limiting.
- In all circumstances, classification pay level will reflect skills attained and utilised. Pay levels will not be made solely on skills attained. Skills attained must be used within the business to be recognised.
- All Employees must possess knowledge of company OH&S policies and procedures.

1. Competency Assessments

- Employee competency assessments/skills reviews will be conducted after 3 months, or earlier by agreement between the Employee and Viridian, following formal training.
- Employees may request re-assessment no earlier than 3 months after the date a previous assessment was undertaken by Viridian.
- Competency assessments will be conducted by the Production Manager and/or Quality/Training Manager (or management nominee) and an Area Team Leader/Subject Matter Expert.
- If an Employee does not agree with the competency assessment outcome, the Employee may appeal to the Operations Manager or Human Resources, who will oversee a review of the assessment outcome.
- A pre-requisite for reclassification is that the Employee holds all skills relevant to preceding level.

2. Entry Level Requirements

An Employee commencing at entry level will undertake and understand, following training:

- Induction processes.
- All relevant site and area specific OHS procedures.
- Develop competency and undertake supervised on the job training in preparation for competency skills assessment.
- Basic knowledge of shop floor documents - labels, reports and KPIs.
- Interpret and scan job tickets / labels.
- Develop competency to safely and effectively load and unload glass to and from relevant equipment including machine tables, mobile trolleys, and fixed stands, vehicles
- Develop basic knowledge of glass processing and quality standards in relevant work area.
- Develop an understanding of housekeeping requirements following training
- Complete relevant Chain of responsibility training modules
- Be aware of safe handling of glass techniques

APPENDIX 2. CLASSIFICATION STRUCTURE

Classification Structure Summary

(Level 1)	Previous Entry Level - deleted
Level 2a	New entry level - training period assisting skilled operators under close supervision
Level 2b	Competent on basic operations/machinery under broad/limited supervision
Level 2c	Competent on basic operations/machinery without direct supervision - except furnace, despatch or material handler
Level 3a	Competent on operations/machinery (dept specific) - basic despatch
Level 3b	Fully competent on all operations/machinery for area/s (dept specific) - Able to troubleshoot/problem solve - competent in Despatch
Level 3c	Multiskilled - Competent on machinery in multiple areas
Level 4	Multiskilled and experienced - Highly competent on multiple operations/machinery across areas

APPENDIX 2. CLASSIFICATION STRUCTURE

Classification Structure Detailed

PREREQUISITES & COMMON REQUIREMENTS	ROKEBY LEVEL	Cutting	Processing	Furnace	IGU	Despatch	Despatch Support	Custom Lam	Material handler
Applicable to all areas - 8 to 12 weeks (Entry Level / New Starter)	2	ALL AREAS ROKEBY							
		An employee commencing at this level will undertake the following:							
		Successful completion of the induction process, including sign off by both employer and employee.							
		Aware of all relevant site and area specific OHS procedures.							
		Develop competency and undertake supervised on the job training in preparation for competency / capability assessment.							
		Basic knowledge of shop floor documents - labels, reports and KPIs.							
		Interpret and scan job tickets / labels.							
		Develop competency to safely and effectively load and unload glass to and from relevant equipment including machine tables, mobile trolleys, and fixed stands, vehicles							
		Develop basic knowledge of glass processing and quality standards in relevant work area.							
		Develop an understanding of housekeeping requirements							
Complete relevant Chain of responsibility modules									
Safe handling of glass techniques									

APPENDIX 2. CLASSIFICATION STRUCTURE
Classification Structure Detailed

		JOB SKILL/EXPERIENCE REQUIREMENTS							
PREREQUISITES & COMMON REQUIREMENTS	ROKEBY LEVEL	Cutting	Processing	Furnace	IGU	Despatch	Despatch Support	Custom Lam	Material handler
	2a	Cutting:	Processing	Furnace	IGU	Despatch	Despatch Support	Custom Lam	Material handler
Under close supervision		Break out Light weight (up to and including 6mm) glass break-out to acceptable quality and safety standards.	Basic start up and operation of the following under broad supervision:	Sort and correctly rack glass for next process (harp racks and batch sorting in accordance with procedures) with supervision	Load IGU line in correct order		Load trucks and stillages with supervision into planned delivery routes as planned from shipping schedules	Assist making custom Lam	
		Competent to safely dispose of cut glass.	Manual arrising equipment PLUS	Apply sticker at back end of furnace	Fill spacer bars with desiccant				
		Understand how to operate relevant cutting equipment.	1 of either: automatic arriser or straight line edger	Assist skilled furnace operator	Understand the pairing process				

APPENDIX 2. CLASSIFICATION STRUCTURE
Classification Structure Detailed

JOB SKILL/EXPERIENCE REQUIREMENTS									
	2b	Cutting	Processing	Furnace	IGU	Despatch	Despatch Support	Custom Lam	Material handler
Under Broad Supervision		Competent to effectively breakout shapes up to 6mm	Competent to operate pneumatic lifting equipment PLUS	Sorting and correctly racking glass for next process (harp racks and batch sorting in accordance with procedures)	Able to apply frames to glass to acceptable quality standards			Competent to make custom Lam without supervision (assembly only)	
Must have attained acceptable level of competency in all the listed entry level skills.		Competent to operate one of the float cutting tables (inclusive of stock selector operation for LiSEC table); OR Lam cutting table.	Competent to operate one of the following without direct supervision:	Competent to complete 2080/2088 testing. Furnace quality assurance e testing	Basic operation of bender, single frames and batch bending				
Understanding of relevant key performance measures.			Hand polishing		Operate wash and full understanding of all functions		Basic use of leopard		
Understanding of Viridian quality and visual inspection guidelines.			Arriser - basic operations (harp racks and batch sorting in accordance with procedures)				Chain of responsibility awareness and requirements		
			Straight line edger equipment				Use of scanners when loading		
			CNC operation under close supervision						
			Waterjet operation under close supervision						

APPENDIX 2. CLASSIFICATION STRUCTURE
Classification Structure Detailed

JOB SKILL/EXPERIENCE REQUIREMENTS									
	2c	Cutting	Processing	Furnace	IGU	Despatch	Despatch Support	Custom Lam	Material handler
Under limited supervision		Competent to operate one float cutting table and the Lam cutting table; OR both float tables including knowledge and understanding of meeting quality standards.	Competent to use overhead cranes and relevant lifting equipment to load/unload relevant machinery	Able to operate furnace with supervision (minimum 3 months training)	PIB application and machine operation		Managing customer pick ups effectively to meet customers needs	Competent to make custom Lam including program set up, heat soaking and quality assurance testing	
Forklift training and use as required		Competent crane operator for moving single (up to 3,660 x 2,440) sheets with lifting apparatus	PLUS		Operate press and full understanding of all functions including entering shapes		load planning, consolidation and preparation		
		Glass containers - unloading preparation	Competent to operate TWO of the following without direct supervision:		complex operation of bender, shapes and manual bending		delivery schedule preparation and scanner set up		
			Hand polishing				Understand load configuration onto truck assigned to optimise space		
			Arriser						
			Straight line edger equipment						
			OR						
			Competent to operate ONE of the following, without supervision and able to train other employees on one of the following machines and processes:						
			Troubleshooting straight line edger (polisher) on complex processing and productivity/quality related issue rectification						
			Troubleshooting arriser on complex processing and productivity/quality related issue rectification						
			WaterJet operation						
			CNC						

APPENDIX 2. CLASSIFICATION STRUCTURE
Classification Structure Detailed

JOB SKILL/EXPERIENCE REQUIREMENTS									
	3a	Cutting	Processing	Furnace	IGU	Despatch (previously Level 1 Driver)	Despatch Support	Custom Lam	Material handler
	<p>To reach level 3a, employees must be competent at: 1) ONE stream at 2c and TWO streams at 2b; OR 3) one of the following 3a streams:</p>								
		Fully competent in operating all cutting equipment	Competent to operate TWO of the following without direct supervision:	Competent to operate furnace without supervision and competent to use overhead cranes/pneumatic lifting equipment to load/unload furnace	Full operation of sealing robot including changing of drums.	Hold a valid licence - Medium Rigid minimum. Fork licence and use	Fork licence, competent to load and unload stillages, pallets etc.		
		Troubleshooting and resolving relevant machinery on processing/quality issues	Hand polishing	Follow scheduled workload plan for the shift	competent to use overhead cranes/pneumatic lifting equipment to load/unload	Loading of trucks and stillages without supervision into planned delivery routes as planned from shipping schedules	Competent in use of overhead crane and associated lifting devices		
		Competent crane operator for moving single jumbo (5,100x3,210 annealed) sheets with lifting apparatus	Arriser - basic operations		Follow scheduled workload plan for the shift	customer service	Car licence to be utilised for deliveries in small vehicles		
		Competent to operate at an advanced level without supervision all cutting tables	Straight line edger equipment - basic operations			Understand log book requirements, pre-op checks and be competent to operate relevant vehicles safely	Dock scanners and print delivery dockets		
			PLUS			Chain of responsibility awareness and requirements			
			Troubleshooting and resolving relevant machinery on processing/quality issues						
			Competent to operate at an advanced level without supervision ONE of the following:			Basic use of leopard			
			Arriser			Use of scanners when loading			
			Straight line edger equipment						
			WaterJet operation						
			CNC						

APPENDIX 2. CLASSIFICATION STRUCTURE
Classification Structure Detailed

JOB SKILL/EXPERIENCE REQUIREMENTS									
3b	Cutting	Processing	Furnace	IGU	Despatch (previously level 2 Driver)	Despatch Support	Custom Lam	Material handler	
To reach level 3B, employees must be competent at either: 1) ONE stream at 3a PLUS TWO streams at 2c; OR 2) ONE stream at 3a PLUS THREE streams at 2b									
	Competent to hand cut and breakout up to 12mm glass for simple and complex shapes	Processing	Competent to operate furnace at an advanced level without supervision and able to train other employees on the furnace	AS4666 testing	Competent in use of overhead crane and associated lifting devices				Competent to level 2c in any area
	Competent to breakout up to 19mm glass for simple and complex shapes	Competent to operate TWO of the following without direct supervision:	Troubleshooting and resolving relevant machinery on processing/quality issues	Troubleshooting any equipment and quality related issues.	load planning, consolidation and preparation				Competent crane operator for moving single jumbo (5,100x3,210 annealed) sheets with lifting
		Hand polishing		Manual hand sealing of IGUs, including understanding of drawings for sealing stepped IGUs	delivery schedule preparation and scanner set up				In training for minimum 3 months to use side load grab
		Arriser - basic operations		Competent to operate IGU line at an advanced level without supervision and able to train other employees on the furnace	Dock scanners and print delivery dockets				Glass containers - unloading preparation
		Straight line edger equipment			Understand load configuration onto truck assigned to optimise space				
continued next page									

APPENDIX 2. CLASSIFICATION STRUCTURE
Classification Structure Detailed

JOB SKILL/EXPERIENCE REQUIREMENTS									
	3b (continued)	Cutting	Processing	Furnace	IGU	Despatch (previously level 2 Driver)	Despatch Support	Custom Lam	Material handler
			PLUS						
			Competent to operate TWO of the following, without supervision and able to train other employees on one of the following machines and processes:						
			Troubleshooting straight line edger (polisher) on complex processing and productivity/quality related issue rectification						
			Troubleshooting arriser on complex processing and productivity/quality related issue rectification						
			WaterJet operation						
			CNC						
	3c	Cutting	Processing	Furnace	IGU	Despatch	Despatch	Custom	Material handler
									Competent to use side load grab
	To reach level 3C, employees must be competent at either: 1) ONE stream at 3b PLUS TWO streams at 3a; OR 2) ONE stream at 3b PLUS THREE streams at 2c; OR 3) Level 3c stream as a material handler								Competent to use chains to move end caps
									Competent to unload containers - side load and end cap loads
	4	Cutting	Processing	Furnace	IGU	Despatch	Despatch	Custom	Material handler
	To reach level 4, employees must be competent at either: 1) three streams at 3b; OR 2) four streams at 3a								