

Viridian Glass Pty Ltd
Newcastle
Enterprise Agreement 2024

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Part 1—APPLICATION AND OPERATION

1. TITLE

This Agreement shall be known as the *Viridian Glass Pty Ltd – Newcastle Enterprise Agreement 2024* and is referred to throughout as “this Agreement”.

2. COMMENCEMENT AND EXPIRY

- 2.1 This Agreement shall commence 7 days after the approval by the Fair Work Commission.
- 2.2 The nominal expiry date of this Agreement is 30 July 2027.

3. DEFINITIONS AND INTERPRETATION

- 3.1 In this Agreement, unless the contrary intention appears:

accident pay means a weekly payment made to an employee by the employer that is the difference between the amount of workers’ compensation received by the employee and the employee’s appropriate 38-hour minimum rate of pay. Where the incapacity caused by the injury which leads to workers’ compensation becoming payable is for a period less than one week, the payment is the difference between the amount of compensation and the minimum rate of pay for that period. The minimum rate of pay does not include over-Agreement payments, shift loadings or overtime.

Act means the *Fair Work Act 2009* (Cth).

Award means the *Joinery and Building Trades Award 2020* [MA000029].

The Building Code means *Code for the Tendering and Performance of Building Work 2016* (Cth) (as amended or replaced).

The Company and **employer** both mean Viridian Glass Pty Limited (ABN 68 006 904 052).

default fund employee means an employee who has no chosen fund within the meaning of the *Superannuation Guarantee (Administration) Act 1992* (Cth)

defined benefit member has the meaning given by the *Superannuation Guarantee (Administration) Act 1992* (Cth)

employee means a person engaged in a contract of service relationship with the Company.

exempt public sector superannuation scheme has the meaning given by the *Superannuation Industry (Supervision) Act 1993* (Cth).

ffpp means, in relation to payroll pay periods, first full pay period commencing on or after a date.

glass and glazing work means:

- (a) the designing, bevelling, cutting, embossing or glazing by hand or machine, painting, silvering, sand-blasting, bending or otherwise working of all types of glass used in the trade, as well as leadlights, spandrel panels, clear plastic, sheet acrylic or any substitute therefor, glass lenses or prisms;
- (b) the fitting and/or fixing in position of all types of glass used in the trade, as well as louvres, spandrel panels, glazing bars, clear plastic, or glass lenses or prisms in domestic on site situations;
- (c) the packing and delivery of all types of glass used in the trade, as well as louvres, spandrel panels, leadlights, glazing bars, fibreglass, clear plastic, sheet acrylic or any substitute therefor, glass lenses or prisms including any labouring work in connection with any such operations;

- (d) the toughening, heat treating or laminating of glass or safety glass;
- (e) the fabrication, assembly, glazing and installation of Insulation Glass units;
- (f) every operation, process, duty and function carried on or performed in or in connection with or incidental to any of the foregoing.

Glass worker and Production Worker, meaning a person engaged at the site and covered by the classification structure in this agreement. These terms are interchangeable.

injury, for the purposes of clause 19.7 – Accident pay, has the same meaning as that contained in the applicable workers' compensation legislation covering the employer in respect of a claim made by the employee.

MySuper product has the meaning given by the *Superannuation Industry (Supervision) Act 1993* (Cth)

NES means the National Employment Standards as contained in sections 59 to 131 of the *Fair Work Act 2009* (Cth).

Ordinary hourly rate means the minimum hourly rate for an employee's classification plus any all-purpose allowances to which the employee is entitled.

Regulations means the *Fair Work Regulations 2009* (Cth).

section, for the purposes of clauses 22.2 and 25 means a clearly identifiable production process.

shiftworker, for the purposes of the NES, has the same meaning as section 87(3)(a) of the Act.

- 3.2 Where a term of this Agreement has a corresponding definition in the Act, the Regulations, or the NES then the definition of the Act, Regulations and NES shall apply. Any such terms that are also defined in this Agreement are defined only for the convenience only of the parties and shall be overridden to the extent of any inconsistency that is less favourable than the provision in the Act, Regulations or NES.

4. **COVERAGE**

- 4.1 This Agreement shall be binding on, and cover:

- Viridian Glass Pty Limited (ABN 68 006 904 052) (**the Employer**) and any associated entities; and
- employees of the Employer who are engaged in the Viridian Glass Newcastle site at 112 Stenhouse Drive Cameron Park NSW 2285 (**the business**) and who are employed in a classification which falls within the wage and classification structure set out in this agreement;

- 4.2 This Agreement does not cover any apprentice, school-based apprentice, cadet, trainee (or similar type of employment) or employees on a supported wage, who may be employed by the Employer. Such employees shall be paid in accordance with the Award.

5. **ACCESS TO THIS AGREEMENT AND THE NES**

The employer must ensure that copies of this Agreement and the NES are available to all employees to whom they apply either in a common area which is conveniently located at the workplace or through electronic means, whichever makes them more accessible.

6. **COMPLETE AGREEMENT**

- 6.1 Other than individual flexibility agreements reached in accordance with clause 9 – AGREEMENT FLEXIBILITY this Agreement is intended to replace (to the extent permitted by law) other laws, , agreements (whether registered or unregistered), custom and practice and like instruments or

arrangements.

- 6.2 Notwithstanding clause 6.1, the NES will prevail over the content of this Agreement to the extent of any inconsistency or omission.
- 6.3 This Agreement incorporates the Joinery and Building Trades Award 2020 in effect as at the date this Agreement is approved by the Fair Work Commission – excluding clause 24 of the Award (Allowances and Special Rates). Where there is an inconsistency between a clause of this Agreement and a clause of the Award, then this Agreement shall prevail.
- 6.4 Unless explicitly stated otherwise in this Agreement, any Company policies and procedures referenced herein are not integrated into this Agreement.

7. ABOVE-AGREEMENT PAYMENTS

- 7.1 The monetary obligations imposed on employers by this award may be absorbed into over-agreement payments. Nothing in this award requires an employer to maintain or increase any over-agreement payment.

8. AGREEMENT FLEXIBILITY

- 8.1 An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
- (a) the agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
 - (vi) arrangements about changing the spread of ordinary hours consistent with arrangements that may be made under clause 25, where an employee makes a request to assist or support their personal circumstances including but not limited to childcare arrangements. and
 - (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - (c) the arrangement is genuinely agreed to by the employer and employee.
- 8.2 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.
- 8.3 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.
- 8.4 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 8.5 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.

Part 2—CONSULTATION AND DISPUTE RESOLUTION

9. CONSULTATION

9.1 Consultation regarding major workplace change

(a) **Employer to notify**

- (i) Where the Company has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must notify the employees who may be affected by the proposed changes and their representatives, if any.
- (ii) **Significant effects** include termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this Agreement makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

(b) **Employer to discuss change**

- (i) The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 10.1(a), the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.
- (ii) The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 10.1(a).
- (iii) For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters

likely to affect employees provided that no employer is required to disclose confidential information the disclosure of which would be contrary to the employer's interests.

- (iv) If the employees affected or any of them appoint a representative for the purposes of consultation and they advise the employer of the identity of the representative, the employer must recognise the representative.

9.2 Consultation about changes to rosters or hours of work

- (a) Where the Company proposes to change an employee's regular roster or ordinary hours of work, the employer must consult with the employee or employees affected and their representatives, if any, about the proposed change.
- (b) The employer must:
 - (i) provide to the employee or employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the employee's regular roster or ordinary hours of work and when that change is proposed to commence);
 - (ii) invite the employee or employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
 - (iii) give consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and/or their representatives.
- (c) The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.
- (d) If the employees affected or any of them appoint a representative for the purposes of consultation and they advise the employer of the identity of the representative, the employer must recognise the representative.
- (e) These provisions are to be read in conjunction with other Agreement provisions concerning the scheduling of work and notice requirements.

10. DISPUTE RESOLUTION

10.1 If a dispute relates to:

- (a) a matter arising under this Agreement; or
- (b) the National Employment Standards

this term sets out procedures to settle the dispute.

10.2 At any stage in the application of this procedure, the employee and/or the employer may nominate a representative to assist them.

10.3 The employee shall in the first instance attempt to resolve the matter with their immediate supervisor, who shall respond to such request as soon as reasonably practicable under the circumstances. Where the issue concerns alleged actions of the immediate supervisor the employee/s may bypass this level in the procedure.

10.4 If the matter is not resolved the employee or the employee's nominated representative may refer the matter to the next higher level of management for discussion. Such discussion should, if possible, take place within 24 hours after the request by the employee or the employee's representative.

10.5 If the grievance or dispute is still unresolved, the matter shall be referred to the senior management

of the employer.

- 10.6 If the grievance or dispute remains unresolved after the parties have genuinely attempted to reach a resolution in accordance, either party may refer the grievance or dispute to Fair Work Commission for conciliation and/ or arbitration. A decision that the Fair Work Commission makes when arbitrating a dispute must not be inconsistent with the Act and other relevant laws, regulations, codes of practice or procurement requirements applicable to the Company's operations (including the *Code for the Tendering and Performance of Building Work 2016*).
- 10.7 Subject to their rights of appeal, the parties agree to be bound by the determination or arbitrated decision, which will be accepted by the parties as a settlement of the grievance or dispute.
- 10.8 Whilst all of the above procedure is being followed, normal work shall continue and lawful directions by the employer will be complied with, except in the case of a genuine safety issue directly affecting the performance of the work.
- 10.9 The status quo existing before the emergence of the grievance or dispute is to continue whilst the above procedure is being followed. In this sub-clause, the 'status quo' may relate to an agreed position until the dispute or grievance is resolved.
- 10.10 Where a party has referred the matter to Fair Work Commission to deal with a dispute, Fair Work Commission will have the power to interview employees and visit the site as appropriate.

Part 3—TYPES OF EMPLOYMENT AND TERMINATION OF EMPLOYMENT

11. FULL-TIME EMPLOYMENT

Any employee not specifically engaged as a part-time or casual employee is for all purposes of this Agreement a full-time employee engaged to work an average of 38 hours per week.

12. PART-TIME EMPLOYMENT

- 12.1 An employee may be engaged to work on a part-time basis involving a regular pattern of hours which average less than 38 ordinary hours per week.
- 12.2 A part-time employee must be engaged for a minimum of three consecutive hours on any day or shift.
- 12.3 Before commencing part-time employment, the employee and employer must agree in writing:
- (a) on the number of ordinary hours to be worked by the employee, and the rostering arrangements that will apply (including days of work and start and finish times); and
 - (b) on the classification applying to the work to be performed in accordance with Schedule A— Classification Structure and Definitions.

Note: If not otherwise agreed under rostering arrangements, changes to a part-time employee's regular days of the week worked are dealt with under clause 10.2 – Consultation about changes to rosters or hours of work.

- 12.4 The terms of the agreement in clause 13.3 may be varied by consent in writing.
- 12.5 The agreement under clause 13.3 or any variation to it under clause 13.4 must be retained by the employer and a copy of the agreement and any variation to it must be provided to the employee by the employer.
- 12.6 Except as otherwise provided in this Agreement, a part-time employee must be paid for the hours agreed on in accordance with clauses 13.3 and 13.4.
- 12.7 The terms of this Agreement will apply pro rata to part-time employees on the basis that ordinary weekly hours for full-time employees are 38.

- 12.8 A part-time employee who is required by the employer to work in excess of the number of ordinary hours agreed under clauses 13.3 and 13.4 must be paid overtime in accordance with clause 25— OVERTIME.
- 12.9 Where the part-time employee's normal paid hours fall on a public holiday prescribed in the NES and work is not performed by the employee, such employee must not lose pay for the day. Where the part-time employee works on the public holiday, the part-time employee must be paid in accordance with clause 25.3(d).

13. CASUAL EMPLOYMENT

- 13.1 A casual employee is one engaged and paid in accordance with the provisions of clause 14 – CASUAL EMPLOYMENT.
- 13.2 In addition to clause 14.1, for the purposes of the NES and this Agreement a casual employee shall mean:
- (a) supplementary labour that:
 - (i) works on an irregular and non-systematic basis; or
 - (ii) works regularly and systematically, but only on a non-ongoing basis (for example, working for time periods or projects that are uncertain or require flexibility); or
 - (iii) is used to replace permanent employees who are taking leave on a single or consecutive basis; or
 - (iv) taking into account the personal circumstances of an employee, where both the employer and employee agree the engagement is casual; and
 - (b) has no reasonable expectation of ongoing work.
- 13.3 The Company when engaging a person for casual employment must inform the employee in writing that the employee is to be employed as a casual, stating by whom the employee is employed, the job to be performed, the classification level, and the relevant rate of pay.
- 13.4 A casual employee is engaged by the hour with a minimum daily engagement of 7.6 hours (excluding any unpaid meal breaks).
- 13.5 Termination of employment is by one hour's notice or by the payment or forfeiture, as the case may be, of the remainder of the day's wages or one hour's pay, whichever amount is greater.
- 13.6 A casual employee for working ordinary time must be paid the minimum hourly wage prescribed for the employee's classification plus a casual loading of 25%.
- 13.7 A casual employee required to work shiftwork, overtime or on a public holiday is entitled to the relevant penalty rates prescribed by clauses 23 – ORDINARY HOURS OF WORK and 25— OVERTIME, provided that casual loading will be applied in addition to the penalty rate.
- Illustrative example: Where the relevant penalty is 150%, the employee is to be paid at the rate of 175% of the minimum hourly wage for the employee's classification.*
- 13.8 An employee must not be engaged and re-engaged to avoid any obligation under this Agreement.
- 13.9 Nothing in this Agreement restricts an employee and the employer from mutually agreeing, free from undue influence, to change an employee's engagement from casual to permanent. The NES otherwise applies to casual conversion. Disputes arising from the terms in this clause will be dealt with under the Agreement dispute terms in Clause 10.

14. TERMINATION OF EMPLOYMENT

NOTE: The NES sets out requirements for notice of termination by an employer. See sections 117 and 123 of the Act.

14.1 Notice of termination by an employee

- (a) This clause applies to all employees except those identified in sections 123(1) and 123(3) of the Act.
- (b) An employee must give the employer notice of termination in accordance with **Table 1—Period of notice** of at least the period specified in column 2 according to the period of continuous service of the employee specified in column 1.

Table 1—Period of notice

Column 1 Employee’s period of continuous service with the employer at the end of the day the notice is given	Column 2 Period of notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

NOTE: The notice of termination required to be given by an employee is the same as that required of an employer except that the employee does not have to give additional notice based on the age of the employee. An employee over the age of 45 with at least two years’ service is entitled to an additional week’s notice.

- (c) In paragraph (b) **continuous service** has the same meaning as in section 117 of the Act.
- (d) If an employee who is at least 18 years old does not give the period of notice required under paragraph (b), then the employer may deduct from wages due to the employee under this award an amount that is no more than one week’s wages for the employee.
- (e) If the employer has agreed to a shorter period of notice than that required under paragraph (b), then no deduction can be made under paragraph (d).
- (f) Any deduction made under paragraph (d) must not be unreasonable in the circumstances.
- (g) Should an employee give notice of termination of employment, the Company may, at its discretion and at any time, make payment in lieu of notice for the unworked portion of the notice period.

14.2 **Job search entitlement**

Where an employer has given notice of termination to an employee, the employee must be allowed time off without loss of pay of up to one day for the purpose of seeking other employment.

14.3 The time off under clause 14.2 is to be taken at times that are convenient to the employee after consultation with the employer.

15. REDUNDANCY

15.1 Definitions:

- (a) **Continuous service** is defined by section 22 of the Act;

- (b) **Weeks' Pay** shall mean an employee's base rate of pay multiplied by 38 hours and does not include shift loadings, overtime payments, special rates, all allowances, incentive payments, superannuation contributions or other like payments, incentive bonuses or commissions.
- 15.2 Employees shall receive **Redundancy Pay** of the greater of the NES or:
- (a) For Employees with less than 12 months' continuous service:
 - (i) Statutory leave entitlements; and
 - (ii) 1 weeks' notice (or payment in lieu) for more than 1 month, but less than 4 months' continuous service; or
 - (iii) 2 weeks' notice (or payment in lieu) for 4 months (or more) and less than 8 months' continuous service; or
 - (iv) 3 weeks' notice (or payment in lieu) for 8 months (or more) but less than 12 months continuous service.
 - (b) For Employees with between 1 year and 5 years' continuous service:
 - (i) Statutory leave entitlements;
 - (ii) 4 weeks' notice (or 5 weeks' notice if eligible under the NES);
 - (iii) 3 weeks' redundancy pay per year of continuous service (including pro- rata service); and
 - (iv) An additional ex-gratia payment of \$3,000.
 - (c) For Employees with more than 5 years' continuous service
 - (i) Statutory leave entitlements;
 - (ii) 4 weeks' notice (or 5 weeks' notice if eligible under the NES);
 - (iii) 3 weeks' redundancy pay per year of continuous service (including pro- rata service); and
 - (iv) An additional ex-gratia payment of \$5,000.
- 15.3 Additional Redundancy provisions an employee shall receive are:
- (a) The employee's remaining accrued untaken personal / carer's leave;
 - (b) 17.5% loading on all accrued untaken annual leave;
 - (c) For employees not otherwise entitled to long service leave but with five years' continuous service, an amount of pro-rata long service leave based on the applicable statutory entitlement, plus an additional 17.5% loading; and
 - (d) If requested, a Statement of Service.
- 15.4 Should an employee under notice of redundancy die before the termination date then all benefits under this Schedule will be paid to the estate of the deceased employee.
- 15.5 The Redundancy entitlements in this Schedule shall not be paid (and the NES redundancy provisions shall apply instead) if:
- (a) an employee is required to work their notice period and does not do so;

- (b) an employee is offered alternative employment at another business on terms which are considered, as a whole, no less favourable than those existing at the time the offer is made;
- (c) where a transmission of business occurs and further employment is offered on terms which are considered, as a whole, no less favourable than those existing at the time the offer is made; or
- (d) Where an employee is not entitled to redundancy pay under the NES.

15.6 Transfer to lower paid duties on redundancy

- (a) Clause 16.1 applies if, because of redundancy, an employee is transferred to new duties to which a lower ordinary rate of pay applies.
- (b) The employer may:
 - (i) give the employee notice of the transfer of at least the same length as the employee would be entitled to under section 117 of the Act as if it were a notice of termination given by the employer; or
 - (ii) transfer the employee to the new duties without giving notice of transfer or before the expiry of a notice of transfer, provided that the employer pays the employee as set out in paragraph (c).
 - (iii) If the employer acts as mentioned in paragraph (b)(ii), the employee is entitled to a payment of an amount equal to the difference between the ordinary rate of pay of the employee (inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) for the hours of work the employee would have worked in the first role, and the ordinary rate of pay (also inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) of the employee in the second role for the period for which notice was not given.

15.7 Employee leaving during redundancy notice period

- (a) An employee given notice of termination in circumstances of redundancy may terminate their employment during the minimum period of notice prescribed by section 117(3) of the Act.
- (b) The employee is entitled to receive the benefits and payments they would have received under clause 17 or under sections 119–123 of the Act had they remained in employment until the expiry of the notice.
- (c) However, the employee is not entitled to be paid for any part of the period of notice remaining after the employee ceased to be employed.

15.8 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 14.2.

Part 4—MINIMUM WAGES AND RELATED MATTERS

16. CLASSIFICATIONS AND MINIMUM WAGES

16.1 The classifications and minimum wages for an employee, other than one specified in clause 16.5, are set out in the following table:

Classification	Minimum hourly wage FFPP 1 July 2024 3%	Minimum hourly wage FFPP 1 July 2025 3%	Minimum hourly wage FFPP 1 July 2026 3%
Level 1	\$26.28640	\$27.0750	\$27.8872
Level 2 (a)	\$27.42880	\$28.2517	\$29.0992
Level 2 (b)	\$27.97880	\$28.8182	\$29.6827
Level 3 (a)	\$28.81500	\$29.6795	\$30.5698
Level 3 (b)	\$29.69640	\$30.5873	\$31.5049
Level 4 (a)	\$30.63600	\$31.5551	\$32.5017
Level 4 (b)	\$31.56750	\$32.5145	\$33.4900
Level 4 (c)	\$33.79200	\$34.8058	\$35.8499
Driver Level 1	\$27.54000	\$28.3662	\$29.2172
Driver Level 2	\$28.38240	\$29.2339	\$30.1109
Driver Level 3	\$29.83680	\$30.7319	\$31.6539

16.2 The classification definitions are set out in Schedule A—Classification Structure and Definitions.

16.3 Any employee reclassified to their correct Level under this agreement shall not suffer a loss in their minimum hourly wage as a result of this change.

16.4 For the sake of clarity, upon approval of this Agreement by the Fair Work Commission, the employer shall backpay existing employees according to clause 16.1 if the employer has not already done so prior to the Agreement's approval.

17. EMPLOYER AND EMPLOYEE DUTIES

17.1 Employees will act faithfully and diligently when performing the duties of their role, and devote the whole of their time, attention and skill to their work during work hours.

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

17.3 An employee may be directed to transfer to another job or location, or onto or off a building site at the discretion of the employer.

17.4 An instruction issued by an employer under clauses 17.2 and 17.3 must be consistent with the employer's responsibility to provide a safe and healthy working environment.

17.5 Higher Duties

- (a) An employee appointed by the employer as a Team Leader for a whole shift must be paid the corresponding base rate of pay, plus applicable allowances (eg. Shift allowances).

- (b) If an employee is appointed to higher duties for a salaried role not covered by this Agreement on a temporary basis on a day/shift, then the employee shall be paid an allowance equal to 10% of their ordinary classification's base rate for all hours worked that day/shift. Such allowance shall be paid for all purposes.
- (c) Other than as provided in sub-clauses 17.5(a) and (b) above, if an employee is engaged for more than two hours during one day on duties carrying a higher rate of pay than their ordinary classification the following applies:
 - (i) Work in the higher classification will only be offered to employees who hold current licences to enable them to undertake the higher duties;
 - (ii) If an employee performs work for more than two hours, they will be paid the higher classification rate for the whole day;
 - (iii) If an employee performs work for less than two hours, they will be paid the higher classification rate for the time worked in the higher classification.

18. ALLOWANCES AND SPECIAL RATES

18.1 First aid allowance

An employee who has been trained to render first aid and who is the current holder of appropriate first aid qualifications such as a certificate from St John Ambulance or a similar body must be paid \$20.54 per week extra if appointed by the employer to perform first aid duty.

18.2 Meal allowance

An employee required to work overtime for at least one and a half hours after working ordinary hours must be paid by the employer an amount of \$18.51 extra to meet the cost of a meal, except as provided for in clause 18.5(a).

18.3 Motor vehicle allowance

An employee engaged on glass and glazing work who reaches agreement with their employer to use their own motor vehicle on the employer's business must be paid an allowance of \$0.98 per kilometre travelled.

Notwithstanding, such allowance is not payable if:

- (a) The Company would have provided a company vehicle to the employee; but for
- (b) The employee elected to use their own car.

18.4 Personal Protective Equipment & Tools

(a) General

The employer will provide all personal protective equipment for employees. Personal protective equipment will be replaced on a reasonable fair wear and tear basis.

(b) Prescription Glasses

When an employer requires an employee to wear spectacles with toughened glass lenses, the employer must pay for the cost of the toughening process.

(c) Uniforms

The employer will provide employees with suitable uniforms (shirts, pants, jackets, safety boots, etc). Uniforms will be replaced on a fair wear and tear basis.

(d) **Tools**

The Company shall provide employees with all tools required to perform their work.

18.5 **Transfers, travelling and working away from usual place of work**

(a) **Living away from home for a distant job**

- (i) As per the relevant clauses of the Award
- (ii) For the purposes of clause 19.5(a), a **distant job** is one where either the distance from the employee's usual place of residence or the travelling facilities available make it reasonably necessary for the employee to live and sleep away from their usual residence.
- (iii) An employee directed by their employer to proceed to a distant job and who complies with such direction is entitled to either:
- payment of an allowance of \$701.54 per full working week (of seven days), or where the job is for less than a full working week, \$100.22 per day, or if the employee satisfies the employer that a greater outlay than that prescribed was reasonably incurred, reimbursement for the expenses outlaid; or
 - reasonable board and lodging provided by the employer, where reasonable board and lodging means either a single room or twin room if a single room is not available with adequate furnishings, good bedding, good floor coverings, good lighting and good heating/cooling and with hot and cold running water, all in a well-kept hotel/motel type establishment; and in either event
 - payment of a meal allowance of \$18.51 for each meal cost incurred for breakfast, lunch and dinner for the duration of the trip.
- (iv) Subject to clause 18.5(a), an employee who complies with their employer's direction to proceed to a distant job is not required to travel outside their ordinary hours of work each day and is entitled:
- to travelling time at their ordinary time rate of pay for the period incurred in travelling between their usual residence and the distant job on the forward journey, on the return journey and at the completion of the job on the return journey;
 - if not provided with a company vehicle or reimbursements for travel costs in excess of the travel to their usual place of work, to be paid an amount of \$26.21 to cover the expenses of reaching their residence from the main public transport terminal on the return journey; and
 - to be paid \$18.51 per meal for any meals incurred while travelling on either the forward or return journey.
- (v) Subject to clause 18.5(a), an employee who complies with their employer's direction to proceed to a distant job must be paid the amount of an economy return fare and any excess payment incurred in transporting their tools.
- (vi) An employee dismissed for misconduct or incompetency within one week of commencing work on a distant job, or an employee who terminates or discontinues their work within one month of commencing the distant job, is not entitled to the amount of the return fare prescribed in clause 18.5(a)(iv) and the payments prescribed by clause 18.5(a)(iii).
- (vii) Subject to clause 18.5(a)(vii), after three months' continuous service on a distant job to which an employee has been directed to attend, and thereafter at four monthly periods of continuous service thereon, an employee may return to their usual

residence at a weekend.

- (viii) Where the location of a distant job is in an area to which air transport is the only practical means of travel, an employee may return to their usual residence after five months' continuous service and if the employee does so the employee is entitled to two days leave with pay in addition to the weekend. An employee may also return to their usual residence after each further period of five months' continuous service and in each case if the employee does so the employee is entitled to two days leave, of which one day must be paid.
- (ix) An employee who returns to their usual residence in accordance with clauses 18.5(a)(vi) and (vii) must be paid the amount of the economy return fare and the paid leave on the pay day which immediately follows the date on which they return to the job, provided no delay not agreed to by the employer takes place in connection with the employee's commencement of work on the morning of the working day following the weekend.
- (x) The entitlement in clauses 18.5(a)(vi) and (vii) must be taken as soon as reasonably practicable after it becomes due and lapses after a further period of two months if the employee has been notified in writing by the employer of their entitlement and its expiry date in the week prior to the entitlement becoming due.
- (xi) In special circumstances, and by agreement with the employer, the entitlement in clauses 18.5(a)(vi) and (vii) may be granted earlier or taken later without altering the accrual of the entitlements.
- (xii) The leave entitlements prescribed in clauses 18.5(a)(vi) and (vii) count as periods of service for all purposes of this Agreement.
- (xiii) An employee who is provided with full board and lodging in accordance with clause 18.5(a)(ii), who works ordinary hours as required on the day before and the day after a weekend, who notifies the employer or employer's representative no later than Tuesday of each week of their intention to return to their usual residence at the weekend and who actually returns to their usual residence on the weekend must be paid an allowance of \$46.99 for each occasion.
- (xiv) If the Company and an employee agree in writing and a paid rostered day or shift off is implemented, any such rostered day or shift off may be taken, and paid for, in conjunction with and additional to the return to usual residence leave as prescribed in clauses 19.5(a)(vi) and (vii), or at the end of the work on the distant job, or on termination, whichever comes first.
- (xv) For the purposes of clause 19.5(a) economy return fare means the total cost of the most common method of public transport (including bus, aircraft or rail, with sleeping berths if necessary) between the employee's usual residence and the distant job and return.

(b) **Performing glass and glazing work away from the usual place of business**

An employee engaged on glass and glazing work who is directed to commence work at the usual starting time at a location other than the employer's usual place of business must be paid at ordinary time rates for the first hour each way and thereafter at overtime rates for any excess travelling time involved and must be:

- (i) reimbursed for any fares incurred in excess of those normally expended in travelling to and from their usual residence to the employer's usual place of business; or
- (ii) paid an amount of \$0.91 per kilometre travelled in excess of those normally expended in travelling to and from their usual residence to their employer's usual place of business, where the Company requests an employee to use their own motor vehicle and the employee agrees to do so.

18.6 Adjustment of expense related allowances

- (a) This sub-clause applies to the following allowances:
 - (i) Clause 18.1 – First Aid allowance;
 - (ii) Clause 18.2 – Meal allowance;
 - (iii) Clause 18.3 – Motor vehicle allowance; and
 - (iv) Clause 18.5 – Transfers, travelling and working away from usual place of work.
- (b) At any time during the life of this Agreement, should the Award increase the corresponding allowances named in clause 18.6(a) in excess of the current amounts, then the employer shall pay the increased allowance from the first full pay period after the Award increase.

18.7 Accident pay

- (a) The employer must pay an employee accident pay.
- (b) Subject to the relevant workers' compensation claim being accepted, accident pay is payable from the time of the injury for which workers' compensation is paid for a total of 26 weeks in respect to the employee's incapacity from that injury, regardless of whether the incapacity is in one continuous period or not.
- (c) The termination of the employee's employment for any reason whilst the employee is receiving accident pay will not affect the liability of the employer to pay accident pay in accordance with subclause 19.7(b).
- (d) Where an employee receives a lump sum payment in lieu of weekly payments under the applicable workers' compensation legislation, the liability of the employer to pay accident pay will cease from the date of receipt of the lump sum by the employee.
- (e) For a casual employee the weekly payment as defined in clause 3.1 will be calculated using the employee's average weekly ordinary hours with the employer over the previous 12 months or, if the employee has been employed for less than 12 months by the employer, the employee's average weekly ordinary hours over the period of employment with the employer. The weekly payment will include casual loading but will not include over-Agreement payments, shift loadings and overtime.
- (f) If an employee entitled to accident pay under this clause returns to work on reduced hours or modified duties, the amount of accident pay due will be reduced by any amounts paid for the performance of such work.
- (g) For the avoidance of doubt, an employee will not be entitled to any payment under this clause in respect of any period of workers' compensation where the statutory payment for the period exceeds the amount the employee would have received for working ordinary time hours for the same period.

18.8 Allowances and Special Rates from the Award

- (a) This Agreement outlines all Allowances and Special rates that apply to employees covered by this Agreement. Allowances and Special Rates from the Award not specified above have been deemed to not apply to the nature of the work performed by the employer and employees and are not incorporated or otherwise payable under this Agreement.
- (b) The Leading Hand allowance from the Award is incorporated into the Team Leader ordinary rate of pay.

19. PAYMENT OF WAGES

- 19.1 All monies due to an employee by the employer in relation to the performance of work will be paid fortnightly by Electronic Funds Transfer (EFT) to the nominated financial institution

of the employee.

- 19.2 Payment of wages shall occur on a Thursday, or a Wednesday where a public holiday occurs on a Friday.
- 19.3 The employer will not be held liable for any delays caused by the financial institutions involved.
- 19.4 In the event of termination, the employer shall pay a terminated employee's final payment in the next scheduled pay run (being no more than 14 days).

20. SUPERANNUATION

20.1 Superannuation legislation

- (a) The NES and Superannuation legislation, including the Superannuation Guarantee (Administration) Act 1992 (Cth), the Superannuation Guarantee Charge Act 1992 (Cth), the Superannuation Industry (Supervision) Act 1993 (Cth) and the Superannuation (Resolution of Complaints) Act 1993 (Cth), deal with the superannuation rights and obligations of employers and employees.
- (b) The rights and obligations in these clauses supplement those in superannuation legislation and the NES.

20.2 Employer contributions

The Company must make such superannuation contributions to a superannuation fund for the benefit of an employee as will avoid the employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee.

20.3 Voluntary employee contributions

- (a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 20.2.
- (b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.
- (c) The employer must pay the amount authorised under clauses 20.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 20.3(a) or (b) was made.

20.4 Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 20.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 20.2 and pay the amount authorised under clauses 20.3(a) or (b) to one of the following superannuation funds or its successor:

- (a) Cbus;
- (b) CareSuper;
- (c) FIRSTSUPER;
- (d) AustralianSuper;

- (e) Allied Union Superannuation Trust of Queensland (Aust(Q));
- (f) BUSSQ;
- (g) any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund and is a fund that offers a MySuper product or is an exempt public sector superannuation scheme; or
- (h) a superannuation fund or scheme which the employee is a defined benefit member of.

20.5 Absence from work

Subject to the governing rules of the relevant superannuation fund, the employer must also make the superannuation contributions provided for in clause 20.2 and pay the amount authorised under clauses 20.3(a) or (b):

(a) Paid leave

While the employee is on any paid leave.

(b) Work related injury or illness

For the period of absence from work (subject to a maximum of 52 weeks in total) of the employee due to work related injury or work-related illness provided that:

- (i) the employee is receiving workers compensation payments or is receiving regular payments directly from the employer in accordance with statutory requirements; and
- (ii) the employee remains employed by the employer.

21. SALARY SACRIFICE / SALARY PACKAGING

- 21.1 By agreement with the Company, an employee may choose to take part of their remuneration under this Agreement as salary sacrifice benefits (including by making additional pre-tax contributions into their chosen complying superannuation fund). If an employee makes this choice, the remuneration which would otherwise be payable to the employee will be reduced by the value of such benefits (including associated costs, charges and taxes).
- 21.2 Without limiting the Company's discretion as to whether or not it will agree to any particular salary sacrificing arrangement, the Company may issue guidelines through policies and procedures from time to time as to what salary sacrificing arrangements are acceptable to the Company.
- 21.3 In the event that changes in legislation, ATO rulings or determinations remove or alter the Company's capacity to maintain the salary sacrificing arrangements pursuant to this Agreement, the Company will be entitled to withdraw from these arrangements by giving reasonable notice to each affected employee.

Part 5—HOURS OF WORK AND RELATED MATTERS

22. ORDINARY HOURS OF WORK

- 22.1 The ordinary hours of work for an employee shall not exceed an average of 38 hours per week.
- 22.2 **Day workers**
 - (a) The ordinary hours for a day worker are:

- (i) up to 8 hours per day; and
- (ii) the span of ordinary hours is 6.00 am to 6.00 pm Monday to Friday;

Note: This clause shall not limit the employer and employees to come to other agreements under clause 25 - ALTERNATIVE WORKING ARRANGEMENTS.

- (b) An employee required to work in excess of their ordinary hours, outside the ordinary span of hours or on a public holiday must be paid in accordance with clause 24 – OVERTIME.

22.3 Shiftworkers

- (a) Definitions

For the purposes of clause 22.3:

- (i) **Early Morning shift** means a shift finishing after 12.30 pm and before 2.00 pm.
- (ii) **Early Afternoon shift** means a shift finishing after 7.30 pm and before 9.00 pm.
- (iii) **Afternoon shift** means a shift finishing at or after 9.00 pm and at or before 11.00 pm.
- (iv) **Night shift** means a shift finishing after 11.00 pm and at or before 8.00 am.
- (v) A **Saturday night shift** is one that commences before, and extends beyond, midnight Friday midnight. Such an overtime shift shall be paid at Saturday overtime rates.
- (vi) A **Sunday night shift** is one that commences before, and extends beyond, midnight Saturday midnight. Such an overtime shift shall be paid at Sunday overtime rates.
- (vii) A **Monday night shift** is an ordinary night shift that commences before, and extending beyond, midnight Monday and shall be paid at ordinary night shift rates.

- (b) **Hours of work**

- (i) The ordinary hours for a shiftworker are up to 8 hours per day, exclusive of meal breaks, Monday to Friday provided that:
 - The night shift definitions shall be observed; and any amendment to the definitions of Saturday night shift, Sunday night shift, and Monday night shift may be made by mutual agreement under clause 25 - ALTERNATIVE WORKING ARRANGEMENTS.

- (c) **Shift rates**

- (i) For ordinary shiftwork performed Monday to Friday, the shift rates of pay are as follows:
 - A. early morning and early afternoon shift is 125%.
 - B. afternoon and night shift is 150%; and
- (ii) An employee who performs shiftwork must be paid at the rate specified in clause 22.3(c)(i) for the time actually worked if:

- A. when a job finishes after proceeding on shiftwork for more than one week; or
- B. the employee does not perform their ordinary weekly hours because their employment is terminated; or
- C. the employer requires an employee (the first employee) to perform their ordinary hours during an afternoon/night shift to replace another employee (the second employee) who regularly works shiftwork who is to be absent from the workplace; and provides the required notice. Absences may include leave and training absences.

Illustrative example: An afternoon shiftworker is rostered for training during the day. The employer gives seven days' notice and allocates a day worker to the afternoon shift to cover the absence and the day worker is paid the afternoon shift rate of pay;
or

- D. the employer requires a shiftworker employee (the first employee) to perform their ordinary hours of work during the ordinary span of hours to cover another employee (the second employee) who is absent from the workplace, or for the first employee to attend training; or

Illustrative example: A night shift worker that is allocated to replace a day employee or attend training during the day will be paid at the night shift rate of pay; or

- E. two employees mutually agree to swap shifts; or
- F. the employee is a casual employee.

- (iii) If an employee performs shiftwork that does not meet the criteria in clause 22.3(c)(i), they shall be paid their ordinary hours for each day at 150% their ordinary rate for the first two hours and 200% thereafter.

(d) **Weekend, Overtime and Public Holiday rates**

A shiftworker who works on a weekend, works in excess of their ordinary hours, or on a public holiday must be paid overtime in accordance with clause 24—OVERTIME.

(e) **Shift notice**

- (i) An employee (except a casual) must be given at least 48 hours' notice of:
 - A. a requirement to work shiftwork; or
 - B. a requirement to temporarily change their hours of work to attend training or cover another employee who is absent from the workplace.
- (ii) At all other times, the hours for a shiftworker must not be altered except for breakdowns, to cover unplanned employee absences, or causes beyond the control of the employer, provided that notice of such alteration must be given to the employee not later than the ceasing time of the previous shift.

Note: This clause does not prevent changes to the ongoing hours of work being made under clause 9 - CONSULTATION.

22.4 **Flexible Working Arrangements**

The purpose of this clause is to enable the site, through collaboration, to align work arrangements to those of the local business conditions. The following shall apply:

- (a) The ordinary hours of work will not exceed an average of 38 hours per week, as provided by clause 16 of this Agreement. At any time, a majority of employees at site who are covered by this Agreement can make an agreement with the site manager to provide for flexible work arrangements. Examples of flexible work arrangements may include the compression or working hours to provide for a four (4) day week, or a nine (9) day fortnight or to work additional hours or time so as to provide for a Rostered Day Off (RDO) to accrue and be taken as provided by this Agreement.
- (b) If an agreement is made to implement a working arrangement that provides for the accrual of RDOs, the following must apply:
 - i. The RDO is taken in the month it is accrued; or
 - ii. If an employee requests, the Company may permit an employee to accrue up to a maximum of three (3) RDOs during the period of January to December in any calendar year, with the RDOs so accrued to be taken as part of and continuous with the annual site shut down, or as otherwise agreed; or
 - iii. If, due to work requirements, the employee is not able to take the RDO as planned, an alternative day must be rostered and taken within four (4) weeks of the planned RDO.
 - iv. Employees may apply to cash out accrued RDOs which shall be cashed out at 150%; or
 - v. If an employee has carer responsibilities, the employee may request and the Company may agree to allow the employee to accrue up to three (3) RDOs per calendar year where the employee's personal leave accrual has been fully utilised. Where the employee makes this request, the Company may require the employee to provide evidence in support of the requirement for paid carer's leave.
- (c) In agreeing an alternative arrangement about when and how work is performed, the parties agree that no alternative arrangement will be made or sustained, where there is an adverse or detrimental impact on the Company's ability to service its customers and/or the arrangement results in increased or additional costs that are prohibitive and inconsistent with the sustainability of the business.

23. BREAKS

23.1 Meal breaks

- (a) An employee is entitled to an unpaid meal break on each day of work of not less than 30 minutes to be taken no less than four hours and no later than six hours after the commencement of work.
- (b) Meal breaks may be staggered to allow for servicing of customer needs.
- (c) The time of taking a scheduled meal 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.
- (d) Except in accordance with 24.1(c) or where any alternative arrangement is entered into by agreement between the employer and the employee concerned, the rate of 200% must be paid for all work done during a meal break and thereafter until a meal break is taken.
- (e) Any employee working on a public holiday shall be entitled to an unpaid meal break of no less than 30 minutes. If the employer and employee agree, then the meal break may be shortened or eliminated in an effort to finish the employee sooner.

23.2 Rest periods / Tea Breaks

- (a) An employee is entitled to a paid rest period of 20 minutes for every ordinary shift

- (b) Rest periods are scheduled at the discretion of the employer.
- (c) Rest periods shall be counted as ordinary time worked.

23.3 Washing time

An employee engaged in glass and glazing work as a spray painter operator or stripper of mirrors or using rouge, glacite or substitute material is entitled to five minutes before the meal or crib break and five minutes before the conclusion of work for the day or shift for washing purposes.

23.4 The provisions of this clause are subject to clause 25 – ALTERNATIVE WORKING ARRANGEMENTS.

24. OVERTIME

24.1 Requirement to work reasonable overtime

- (a) Subject to s.62 of the Fair Work Act and this clause, an employer may require an employee to work reasonable overtime hours at overtime rates.
- (b) An employee may refuse to work overtime hours if they are unreasonable.
- (c) In determining whether overtime hours are reasonable or unreasonable for the purpose of this clause the following must be taken into account:
 - (i) any risk to employee health and safety from working the additional hours;
 - (ii) the employee's personal circumstances, including family responsibilities;
 - (iii) the needs of the workplace or enterprise in which the employee is employed;
 - (iv) whether the employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;
 - (v) any notice given by the employer of any request or requirement to work the additional hours;
 - (vi) any notice given by the employee of his or her intention to refuse to work the additional hours;
 - (vii) the usual patterns of work in the industry, or the part of an industry, in which the employee works;
 - (viii) the nature of the employee's role, and the employee's level of responsibility;
 - (ix) whether the additional hours are in accordance with averaging terms of Clause 22 in this award inserted pursuant to s.63 of the Act, that applies to the employee; and
 - (x) any other relevant matter.

24.2 Exception

Overtime rates of pay shall not be payable from instances arising from employees mutually agreeing between themselves to swap shifts. In such instances, employees will be paid the ordinary rate of pay associated with the time worked.

Note: For the purposes of ensuring proper work health and safety, employees mutually agreeing to swap shifts must still seek approval from the employer, and should attempt as much as practicable to ensure an eight hour rest period between the finish and

recommencement of work.

24.3 **Payment for working overtime**

- (a) Subject to clause 24.1(a) and the remainder of clause 24.3, overtime for work performed outside the ordinary hours of work shall be paid at the rate of 150% for the first two hours and 200% thereafter.
- (b) Saturday overtime must be paid for at the rate of 150% for the first two hours and 200% thereafter. Where the employee does not request to finish sooner, the minimum payment for such hours is four hours.
- (c) Sunday overtime must be paid for at the rate of 200%. Where the employee does not request to finish sooner, the minimum payment for such hours is four hours.
- (d) Public Holiday overtime must be paid for at the rate of 250%. Where the employee does not request to finish sooner, the minimum payment for such hours is four hours.

Note: see clause 32.3 - Night Shift and Public Holidays.

- (e) Overtime rates prescribed within this clause are in substitution for, and not cumulative upon shift loadings and weekend penalty rates.
- (f) For the purposes of calculating overtime, each day shall stand alone, provided that where one period of overtime is continuous and extends beyond midnight, all overtime hours in this period shall be regarded as if they happened on the day the overtime commenced.
- (g) Overtime work performed by a shift worker employed on the second or third shifts of a day when 2 or 3 shifts are worked must be paid 200% of the ordinary hourly rate.

24.4 **Time Off instead of Payment of Overtime ('Time off in Lieu')**

- (a) If an employee and the employer agree, an employee may accrue Time off in Lieu.
- (b) Time off in Lieu must be taken at a mutually agreed time within 6 months after the time it is worked, or the second last pay period before the end of the employer's financial year, whichever comes first (**the required period**).
- (c) Time off in Lieu shall accrue and be taken on the basis of hour-for-hour at the ordinary rate of pay.
- (d) If the time off has not been taken within the required period, the employer must cash out the Time off in Lieu at the overtime rate that would have been payable had it not been accrued.
- (e) If, on the termination of the employee's employment, Time off in Lieu accrued by the employee has not been taken, the employer must pay the Time off in Lieu at the overtime rate that would have been payable had it not been accrued.
- (f) The employer must maintain records of the accrual and payment of Time Off in Lieu.
- (g) Employees cannot be compelled to take Time off in Lieu and the employer cannot be compelled to agree to provide the employee with time off in lieu of overtime.

24.5 **Call back**

- (a) An employee recalled to work overtime after leaving the employer's business premises

(whether notified before or after leaving the premises) must be paid for a minimum of three hours work at the appropriate rates for each time the employee is so recalled. Except in the case of unforeseen circumstances arising, the employee must not be required to work the full three hours if the job they were recalled to perform is completed within a shorter period.

- (b) Clause 24.5(a) does not apply where it is customary for an employee to return to the employer's premises to perform a specific job outside the employee's ordinary hours or where the overtime is continuous, subject to a reasonable meal break, with the completion or commencement of ordinary hours.

24.6 Rest period after overtime

- (a) When overtime work is necessary it must, wherever reasonably practicable, be arranged so that an employee has at least 10 consecutive hours off duty between the work of successive working days.
- (b) An employee, other than a casual employee, who works so much overtime between the termination of their ordinary hours on one day and the commencement of their ordinary hours on the next day that the employee has not had at least 10 consecutive hours off duty between those times must, subject to the other provisions of clause 24.6, be released after completion of the overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary hours occurring during such absence.
- (c) If on the instructions of the employer an employee resumes or continues work without having had the 10 consecutive hours off duty the employee must be paid at the rate of 200% until the employee is released from duty for such period. The employee is then entitled to be absent until the employee has had 10 consecutive hours off duty without loss of pay for ordinary hours occurring during the absence.
- (d) The provisions of clause 24.6 apply in the case of a shiftworker as if eight hours were substituted for 10 hours when overtime is worked:
 - (i) for the purpose of changing shift rosters; or
 - (ii) where a shiftworker does not report for duty and a day worker or a shiftworker is required to replace the shiftworker.
- (e) An employee who has worked continuously, except for meal or crib breaks, for 20 hours must not be required to continue at or recommence work for at least 12 hours.

24.7 Crib breaks

- (a) An employee required to work less than two hours after the usual ceasing time for the day will not be entitled to a crib break.
- (b) An employee required to work overtime for two or more hours after the usual ceasing time for the day or shift is entitled to:
 - (i) a paid 10 minute crib break immediately after the usual ceasing time. Such break shall be paid at overtime rates and shall count as time worked; and

Illustrative example: Some employees ordinarily finish at 10.00pm but they are asked to perform 3 hours overtime. The employees take a break from 10.00pm to 10.10pm. The employees are paid at 150% between 10.00pm and 12.00am, and 200% from 12.00am to 1.00am.
 - (ii) After each four hours of continuous overtime, a further paid 30 minute crib break shall be observed if the employee is to continue overtime after the crib break. Crib breaks taken shall be paid at the employee's ordinary rate of pay.
- (c) An employee working overtime on a Saturday or a Sunday is entitled to:

- (i) a paid 10 minute rest period;
- (ii) a paid 20 minute crib break after four hours work if the employee is to continue overtime after the crib break; and
- (iii) and a paid 30 minute crib break after a further four hours work if the employee is to continue overtime after the crib break.
- (iv) Crib breaks taken shall be paid at the employee's ordinary rate of pay.
- (d) If emergency work is required, an employee may be required to work through a crib break. The employee shall be paid at the appropriate overtime rate for the time worked until the crib break can be observed.
- (e) If the majority of employees elect to do so, then a crib break per clause 24.7(b)(ii) or 24.7(c)(ii) will not be observed and employees will continue to work and will be paid at overtime rates for that work.

Illustrative example: Employees have taken a 10 minute crib break prior to commencing overtime. They perform 4 hours overtime and are due to have another crib break. However, they are almost finished so the majority of employees elect to not observe the crib break so they can go home sooner. The employees work an extra 30 minutes and then finish. The employees are paid overtime for 4.5 hours only.

- (f) Employees may not leave the site or work area without permission during crib breaks.
- (g) Crib breaks shall not be applicable for overtime performed on a Public Holiday.

Note: See clause 23.1(e) for Meal Breaks on Public Holidays.

24.8 **Transport of employees**

An employee who, after having worked overtime and/or a shift for which they have not been regularly rostered, finishes work at a time when reasonable means of transport are not available must be provided by the employer with transport to, or the cost of transport to, the employee's usual residence.

24.9 The provisions of this clause are subject to clause 25 – ALTERNATIVE WORKING ARRANGEMENTS.

25. **ALTERNATIVE WORKING ARRANGEMENTS**

By written agreement between the employer and the employees, the ordinary hours of work may be altered from those allowed under clauses 22—ORDINARY HOURS OF WORK, 23 – BREAKS, or 24—OVERTIME to suit the needs of a particular enterprise, factory, workshop or section, provided that:

- (a) where employees employed at the enterprise, factory, workshop or section request that the employer consult with their representatives on the proposed alteration, that consultation takes place at least five days prior to the introduction of the proposed alteration;
- (b) the agreement must be made by at least 60% of employees in the enterprise, factory, workshop or section affected by the alteration; and
- (c) no employee experiences a loss of ordinary time pay or status as a result of the alteration.

26. **REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS**

26.1 Employee may request change in working arrangements

Clause 27 applies where an employee has made a request for a change in working arrangements under s.65 of the Act.

Note 1: Section 65 of the Act provides for certain employees to request a change in their working arrangements because of their circumstances, as set out in s.65(1A).

Note 2: An employer may only refuse a s.65 request for a change in working arrangements on 'reasonable business grounds' (see s.65(5) and (5A)).

Note 3: Clause 26 is an addition to s.65.

26.2 **Responding to the request**

Before responding to a request made under s.65, the employer must discuss the request with the employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the employee's circumstances having regard to:

- (a) the needs of the employee arising from their circumstances;
- (b) the consequences for the employee if changes in working arrangements are not made; and
- (c) any reasonable business grounds for refusing the request.

Note 1: The employer must give the employee a written response to an employee's s.65 request within 21 days, stating whether the employer grants or refuses the request (s.65(4)).

Note 2: If the employer refuses the request, the written response must include details of the reasons for the refusal (s.65(6)).

26.3 **What the written response must include if the employer refuses the request**

Clause 26.3 applies if the employer refuses the request and has not reached an agreement with the employee under clause 26.2.

- (a) The written response under s.65(4) must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.
- (b) If the employer and employee could not agree on a change in working arrangements under clause 26.2, the written response under s.65(4) must:
 - (i) state whether or not there are any changes in working arrangements that the employer can offer the employee so as to better accommodate the employee's circumstances; and
 - (ii) if the employer can offer the employee such changes in working arrangements, set out those changes in working arrangements.

26.4 **What the written response must include if a different change in working arrangements is agreed**

26.5 If the employer and the employee reached an agreement under clause 26.2 on a change in working arrangements that differs from that initially requested by the employee, the employer must provide the employee with a written response to their request setting out the agreed change(s) in working arrangements.

26.6 **Dispute resolution**

Disputes about whether the employer has discussed the request with the employee and

responded to the request in the way required by clause 26 can be dealt with under clause 10—
DISPUTE RESOLUTION.

27. MEETINGS AND TRAINING

- 27.1 The parties understand the need for meetings regarding workplace matters (including, but not limited to, a Safety Committee or an Employee Engagement Committee), and the benefits of workplace training to achieve higher skill levels (and resulting higher wages) within the workplace.
- 27.2 This clause can only be used if an employee and the employer mutually agree to its use. Such agreement shall be recorded on each occasion in writing, for payroll purposes.
- 27.3 Notwithstanding any other clause in this Agreement, if an employee is required by the employer to attend a meeting or training that is outside their ordinary hours then the employee will be paid the additional hours at their ordinary rate of pay, provided that the meeting / training:
- (a) is adjacent (before or after) to the employee's ordinary shift;
 - (b) is not held on a RDO (if implemented); and
 - (c) does not exceed two hours on any day.
- 27.4 Should a meeting / training exceed two hours, then the employee shall be paid their ordinary rate (including any applicable shift penalties they ordinarily receive) for the first two hours and overtime in accordance with clause 24.3(a) for the time exceeding two hours.

Part 6—LEAVE AND PUBLIC HOLIDAYS

28. ANNUAL LEAVE

- 28.1 Annual leave is provided for in the NES. Annual leave does not apply to a casual employee.
- 28.2 **Payment for period of annual leave**
- (a) An employee will be paid their base rate of pay in respect of the ordinary hours the employee would have worked had the employee not been on leave during the relevant period.
 - (b) If not already included in the base rate of pay through an over-Agreement payment, an employee shall also receive any allowance that would ordinarily be applicable to them for that period, during any period of Annual Leave.
 - (c) The employee is not entitled to payments in respect of overtime, shift rates, or any other payment which might have been payable to the employee as a reimbursement for expenses incurred (eg. Motor Vehicle Allowance, Meal Allowance).
- 28.3 **Annual leave loading**
- (a) During a period of annual leave an employee must be paid a loading of 17.5% calculated on their applicable base rate of pay. An employee is also entitled to the 17.5% loading on any proportionate leave on termination.
 - (b) An employee who would have worked on shiftwork had they not been on leave must be paid a loading equal to that prescribed in clause 28.3(a) or the shift rates prescribed by this Agreement, whichever is the greater but not both.
- 28.4 **Commencement of annual leave for distant jobs**
- If an employee is still engaged on a distant job when annual leave is granted and the employee returns by the first reasonable means of transport to the place of engagement (or, if employed prior

to going to the distant job, to the place regarded as the headquarters), the employee's annual leave commences on the first full working day following the employee's return to such place of engagement or headquarters as the case may be.

28.5 Excessive leave accruals: general provision

Note: Clauses 28.5 to 28.7 contain provisions, additional to the National Employment Standards, about the taking of paid annual leave as a way of dealing with the accrual of excessive paid annual leave. See Part 2.2, Division 6 of the Act.

- (a) An employee has an excessive leave accrual if the employee has accrued more than 8 weeks' paid annual leave.
- (b) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (c) Clause 28.6 sets out how the employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 28.7 sets out how an employee who has an excessive leave accrual may require the employer to grant paid annual leave requested by the employee.

28.6 Excessive leave accruals: direction by employer that leave be taken

- (a) If the Company has genuinely tried to reach agreement with an employee under clause 28.5(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by the employer under paragraph (a):
 - (i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 28.5, 28.6 or 28.7 or otherwise agreed by the employer and employee) are taken into account; and
 - (ii) must not require the employee to take any period of paid annual leave of less than one week; and
 - (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
 - (iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.
- (c) The employee must take paid annual leave in accordance with a direction under paragraph (a) that is in effect.
- (d) An employee to whom a direction has been given under paragraph (a) may request to take a period of paid annual leave as if the direction had not been given.

Note 1: Paid annual leave arising from a request mentioned in paragraph (d) may result in the direction ceasing to have effect. See clause 28.6(b)(i).

Note 2: Under section 88(2) of the Fair Work Act, the employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

28.7 Excessive leave accruals: request by employee for leave

- (a) If an employee has genuinely tried to reach agreement with the Company under clause

28.5(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.

- (b) However, an employee may only give a notice to the employer under paragraph (a) if:
 - (i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
 - (ii) the employee has not been given a direction under clause 28.6(a) that, when any other paid annual leave arrangements (whether made under clause 28.5, 28.6 or 28.7 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.
- (c) A notice given by an employee under paragraph (a) must not:
 - (i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 28.5, 28.6 or 28.7 or otherwise agreed by the employer and employee) are taken into account; or
 - (ii) provide for the employee to take any period of paid annual leave of less than one week; or
 - (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
 - (iv) be inconsistent with any leave arrangement agreed by the employer and employee.
- (d) An employee is not entitled to request by a notice under paragraph (a) more than 4 weeks' paid annual leave in any period of 12 months.
- (e) The employer must grant paid annual leave requested by a notice under paragraph (a).

28.8 Annual leave in advance

- (a) The employer and employee may agree in writing to the employee taking a period of paid annual leave before the employee has accrued an entitlement to the leave.
- (b) An agreement must:
 - (i) state the amount of leave to be taken in advance and the date on which leave is to commence; and
 - (ii) be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- (c) The employer must keep a copy of any agreement under clause 28.8 as an employee record.
- (d) If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 28.8, the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

28.9 Annual close-down

- (a) Notwithstanding section 88 of the Act and clause 28.5, the Company may close down an enterprise or part of it during the Christmas–New Year period for the purpose of giving the whole of the annual leave owing to all or the majority of the employees in the

enterprise or part concerned, provided that:

- (i) the employer gives not less than two months' notice of intention to do so;
 - (ii) an employee who has accrued sufficient leave to cover the period of the close-down is allowed leave and also paid for that leave at the appropriate wage in accordance with clauses 28.2 and 28.3;
 - (iii) an employee who has not accrued sufficient leave to cover part or all of the close-down is allowed paid leave for the period for which they have accrued sufficient leave and given unpaid leave for the remainder of the close-down;
 - (iv) any leave taken by an employee as a result of a close-down pursuant to clause 28.9 also counts as service by the employee with their employer; and
 - (v) the employer may stagger the return dates of employees to facilitate maintenance or if certain plant/equipment requires a gradual process to become operational.
- (b) Nothing in this sub-clause shall prevent an employee from using accrued time off in lieu (or banked RDOs, if implemented) instead of taking unpaid leave.

28.10 Proportionate leave on termination

On termination of employment, an employee must be paid for annual leave accrued that has not been taken at the appropriate wage calculated in accordance with clauses 28.2 and 28.3 and offset, as applicable, by clause 28.11.

28.11 Cashing out of annual leave

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 28.11.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 28.11.
- (c) The employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- (d) An agreement under clause 28.11 must state:
 - (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
 - (ii) the date on which the payment is to be made.
- (e) An agreement under clause 28.11 must be signed by the employee, and if the employee is under 18 years of age, also by the employee's parent or guardian.
- (f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
- (g) An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- (h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
- (i) The employer must keep a copy of any agreement under clause 28.11 as an employee record.

Note: Under section 344 of the Fair Work Act, the employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 28.11.

29. PERSONAL/CARER'S LEAVE AND COMPASSIONATE LEAVE

29.1 Personal/carer's leave and compassionate leave are provided for in the NES.

29.2 If an employee is terminated by their employer and is re-engaged by the same employer within a period of six months, then the employee's untaken accrued balance of paid personal/carer's leave continues from the date of re-engagement.

30. DOMESTIC VIOLENCE LEAVE

Unpaid Family and Domestic Violence Leave is provided for by the NES.

31. COMMUNITY SERVICE LEAVE

31.1 Community service leave is provided for in the NES.

31.2 Reimbursement for jury service

A full-time employee required to attend for jury service during their ordinary hours of work must be reimbursed by the employer an amount equal to the difference between the amount paid to the employee in respect of the employee's attendance for such jury service and the wages the employee would have received in respect of the ordinary hours the employee would have worked had the employee not been on jury service.

32. PUBLIC HOLIDAYS

32.1 Public holidays are provided for in the NES.

32.2 Substitution of certain public holidays by agreement at the enterprise

By agreement between the employer and the majority of employees in the enterprise or part of the enterprise concerned, an alternative day may be taken as the public holiday instead of any of the prescribed days.

The employer and an employee may agree to substitute a day or part day for a day or part day that would otherwise be a public holiday under the NES as provided by s.115(3) of the Act. Any agreement will be in writing and exchange of emails will be sufficient.

Note: Under section 344 of the Fair Work Act, the employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 232.1

32.3 Night Shift and Public Holidays

(a) If a public holiday falls on a Monday and night shift commences on the Sunday night immediately preceding that day, that shift shall be the public holiday.

(b) At all other times, if an employee working a shift that starts on one day and finishes the following day, the public holiday will be determined in favour of the day which has the most hours worked.

The employer must not change the rostered times of such a shift to avoid an obligation to pay an entitlement under this clause.

33. ADDITIONAL DAY OFF

33.1 It is agreed by the parties that the Additional Day Off shall be observed as follows:

(a) Employees shall observe the Additional Day Off at around the time of their birthday.

(b) In accordance with this clause, the specific timing of this Additional Day Off will be

dependent on the operational requirements of the business and sufficient numbers of employees being rostered on.


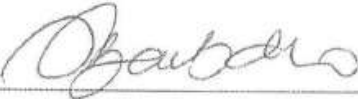
34. RIGHT TO CONNECT

- 34.1 The parties recognise and agree that where this Agreement provides for an employee to be contacted outside their usual or rostered working hours, such contact is reasonable and necessary for the efficient operation of this Agreement and consistent with an employee's Right to Disconnect. Examples where contact may be made with an employee include but are not limited to call back, overtime requests, shift changes or other changes relevant to the employee's attendance at and performance of work.
- 34.2 Where contact is reasonably necessary with an employee outside their usual working hours, the form of contact shall generally be by SMS where the contact relates to the employee returning to the workplace, overtime requests or a change in their rostered or working hours. Unless otherwise advised by the employee, administrative contact shall generally be to the employee's mobile phone by SMS in the first instance.
- 34.3 In circumstances where the company contacts an employee about matters relevant to the employee such as to obtain information relevant to their pay records or time recording or to communicate with respect to disciplinary or similar matters, return to work arrangements (from personal leave or workers compensation absence), welfare checks, obtaining information to enable updating of personnel or employment records, absence from work, or other matters reasonably necessary for the effective operation of the employment relationship, such contacts shall be by SMS or email. Unless specifically requested (for example to enable accurate time recording and/or the employee's pay to be processed) an employee may elect to provide requested information during their usual rostered or working hours. Nothing in this clause applies to prevent or limit communication necessary for the purpose of communication with respect to returns to work following a period of absence.

35. SIGNATORIES



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



On Behalf of the Company:

Name: DAVID PENDER
Authority to Sign: GENERAL MANAGER NSW
Address: 8 WILLIAMSON ROAD INGLEBURN
Signature:  Date: 27/8/2024
Witness Name: Sandra Barbato
Witness Address: 8 Williamson Rd, Ingleburn
Signature:  Date: 27.8.24



Employee Representative:

Name: JOHN DAY
Authority to Sign: SELF-APPOINTED EMPLOYEE REPRESENTATIVE
Address: 112 STENHOUSE DRIVE, CAMERON PARK
Signature:  Date: 28.8.24
Witness Name: MATT LANE
Witness Address: 112 Stenhouse drive Cameron park
Signature:  Date: 28.8.24

Employee Representative:
Name: PETE CAMABELL
Authority to Sign: SELF APPOINTED EMPLOYEE REPRESENTATIVE
Address: 112 STENHOUSE DRIVE CAMERON PARK
Signature:  Date: 28-8-24
Witness Name: Mathew Hill
Witness Address: 112 STENHOUSE DRU CAMERON PARK
Signature:  Date: 28-8-24

Employee Representative:
Name: Mathew Hill
Authority to Sign: SELF APPOINTED EMPLOYEE REP
Address: 112 STENHOUSE DRU CAMERON PARK
Signature:  Date: 28-8-24
Witness Name: PETER CAMABELL
Witness Address: 112 STENHOUSE DRIVE, CAMERON PARK
Signature:  Date: 28-8-24

Employee Representative:
Name: NATHAN LOOPER
Authority to Sign: Self Appointed Employee Representative
Address: 112 STENHOUSE DRIVE CAMERON PARK
Signature:  Date: 28/8/24
Witness Name: MATT LANG
Witness Address: 112 Stenhouse Drive Cameron park
Signature:  Date: 28-8-24

Employee Representative:
Name: MATT LANG
Authority to Sign: Self Appointed employee rep
Address: 112 Stenhouse drive Cameron park
Signature:  Date: 28.8.24
Witness Name: NATHAN COOPER
Witness Address: 112 STENHOUSE DRIVE CAMERON PARK
Signature:  Date: 28/8/24

Schedule A—Classification Structure and Definitions

A.1 Classification Structure

Process Employees

Level 1

Mandatory Induction to include:

- Customer Service (D to P)
 - Quality (FOCRs, Waste)
 - Emergency Evacuation
 - Employee/ Company Obligations
 - Facilities
 - Environment
 - Handling of product
 - What is a hazard
 - Hours of work
 - Housekeeping
 - WH&S
 - Policies and procedures
 - Position descriptions
 - Product ID
 - Production targets & KPI's
 - Risk assessments
 - Training- CBT based
 - Work instructions
1. Acquisition of mandatory skills is compulsory.
 2. Should take the average competent person 12 weeks to complete
 3. Employee and Company to sign off after probationary period.

Level 2(a)

Mandatory skills to be acquired:

- Assist loading trucks
 - Float- small offcuts
 - Free falls
 - Hand cutting laminate (simple rake)
 - Hazard ID
 - Offsider to crane operator
 - Reading basic diagrams- (simple instructions)
 - Safe handling of glass
 - Securing loads on trolleys
 - Loading/ unloading SLE
 - Washline
 - Operate crane over SLE -Sucker
1. Acquisition of mandatory skills is compulsory.
 2. Should take the average competent person 6 months to complete.

Level 2 (b)

Mandatory skills to be acquired:

- Correct staking per delivery route
- First aid certificate if required on shift
- Assist unloading of stillages
- Laminate table basic operation (Light & Heavyweight Not Oversize)

- Mark -up for processing (from simple drawings)
- Changing cutting wheels
- Stock movement recording

Level 3 (a)

Mandatory skills to be acquired:

- Unloading stillages
- Laminate table- complex operation
- Processing (drilling holes , cut outs)
- Vehicle loading
- Stock consumption data
- Stock traceability reports
- Shape cutting
- Competent to train other employees
- Operate Crane- Slings/ Grab and suckers

Level 3 (b)

Three specific skills from Level 3 (a) plus any 3 of the following:

- Complex shape cutting
- Hazard ID and recording
- Training
- Unloading stillages

Level 4 (a)

- All level 3 skills
- Set up and fault find and maintenance on
- Straightline edger
- Auto tables- laminate
- OR Qualified Glass & Glazing Tradesman

Level4 (b)

Leading Hand (Definition- Experienced operator that is experienced in in area and the problem solver for that department) Supervising 1 -5 people.

Level4 (c)

Team leader- organizes work in a department, scheduling, shifting people where required, responsible for output

Drivers

Driver Level 1

- Basic Induction
- Customer service requirements
- Documents
- Load/unload Vehicles
- Log books
- Operate trucks safely
- Pre-op checks
- Routine maintenance/ housekeeping
- Safe handling of glass
- Shipping schedules
- Operate straightline edger
- Valid licence (medium rigid/MR)

Driver Level 2

Must be able to perform all Driver Level 1 requirements AND must have 4 of the 5 listed below or hold a heavy rigid (HR) licence

- Assist in unloading stillages
- Operate crane slings, suckers and pinch grab
- Hold a HR licence
- Unload and reload A-frame
- Safely unboxing end caps for transporting

Driver Level 3

Must be able to perform all Driver Level 2 requirements PLUS all the following:

- HR licence
- Vehicle Loading Crane High Risk Work licence (to operate Hiab)
- Forklift licence

Notes

(a) Competency assessment

All Employees will be assessed by the Company's qualified Competency Based Trainers according to the criteria agreed.

Once assessment has been completed successfully, prior to promotion, the Employee will be required to demonstrate over an agreed period, they have reached an agreed KPI based upon a level of output and quality. These criteria will be agreed by the factory manager/supervisor, the CB trainer and the existing level employees who have been assessed as competent in the role.

(b) Rate whilst training

Whilst training, Employees will be paid at their current rate of pay until such time as they have been deemed competent as per (a) above. When this occurs, they will be paid at the higher rate for the higher classification.

Schedule B—Supported Wage System

B.1 This schedule defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this Agreement.

B.2 This schedule is from the Award and subject to further review by the Fair Work Commission. Should the corresponding schedule in the Award be amended, then the Award version shall have effect; or if removed from the Award, then this Schedule shall cease to have effect.

B.3 In this schedule:

approved assessor means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual’s productive capacity within the supported wage system

assessment instrument means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system

disability support pension means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991*, as amended from time to time, or any successor to that scheme

relevant minimum wage means the minimum wage prescribed in this Agreement for the class of work for which an employee is engaged

supported wage system means the Commonwealth Government system to promote employment for people who cannot work at full Agreement wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the following website: <http://www.jobaccess.gov.au>

SWS wage assessment agreement means the document in the form required by the Department of Social Services that records the employee’s productive capacity and agreed wage rate

B.4 Eligibility criteria

B.4.1 Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this Agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.

B.4.2 This schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this Agreement relating to the rehabilitation of employees who are injured in the course of their employment.

B.5 Supported wage rates

B.5.1 Employees to whom this schedule applies will be paid the applicable percentage of the relevant minimum wage according to the following schedule:

Assessment capacity (clause B.6) %	Relevant minimum wage %
10	10
20	20
30	30
40	40
50	50
60	60

70	70
80	80
90	90

B.5.2 Provided that the minimum amount payable must be not less than \$106 per week.

B.5.3 Where an employee's assessed capacity is 10%, they must receive a high degree of assistance and support.

B.6 Assessment of capacity

B.6.1 For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the employer and employee and, if the employee so desires, a union which the employee is eligible to join.

B.6.2 All assessments made under this schedule must be documented in an SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the Act.

B.7 Lodgement of SWS wage assessment agreement

B.7.1 All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by the employer with the Fair Work Commission.

B.7.2 All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in the Agreement is not a party to the assessment, the assessment will be referred by the Fair Work Commission to the union by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.

B.8 Review of assessment

The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the supported wage system.

B.9 Other terms and conditions of employment

Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Employees covered by the provisions of this schedule will be entitled to the same terms and conditions of employment as other workers covered by this Agreement on a pro rata basis.

B.10 Workplace adjustment

The Company wishing to employ a person under the provisions of this schedule must take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

B.11 Trial period

B.11.1 In order for an adequate assessment of the employee's capacity to be made, the Company may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

B.11.2 During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.

B.11.3 The minimum amount payable to the employee during the trial period must be no less than \$106

per week.

- B.11.4** Work trials should include induction or training as appropriate to the job being trialled.
- B.11.5** Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause B.6.

Schedule C – Personal Leave Incentive Scheme

NB - for the purposes of this clause, the terms Personal/leave and Personal / Carer's leave are used interchangeably.

The parties agree that absenteeism has a significant negative impact on the overall performance of operations. During the life of this Agreement the parties will monitor the level of absenteeism and where necessary develop strategies to improve attendance.

Absenteeism is defined as follows:

"Any time taken off work by employees that has not been approved in advance by site management. It is recognised that some of this time may result from genuine illness whilst some may be the result of the employee 'taking a sickie' and will include all forms of leave (both paid and unpaid) where no prior approval was given by management."

The current Fair Work Act provisions for personal/ carer's leave entitles the employee to ten days per year. This Incentive Scheme allows each employee to cash out a portion of their unused entitlement each year, but they must maintain a minimum balance in accordance with section 101 of the Fair Work Act (currently 15 days). The "cashing out" of personal/ carer's leave is optional.

All approved "cashed out" personal/carer's leave will be paid in the first pay run in December each year, at the existing rate of pay applicable at that time. Each employee wishing to participate in this scheme will need to complete the relevant documentation by no later than 1st November each year.

The payment system is as follows:

Days sick leave taken each year	0 days	1 day	2 days	3 days	4+ days
Hours of Incentive Paid	4 days	3 days	2 days	1 day	0 hours

Any existing personal leave accruals will not be available to be cashed out as part of this system but shall be retained to be used for the purposes of personal leave as defined by the Award and this Agreement.

To discourage the use of personal leave for times other than for when an employee is ill, all employees must produce a doctor's certificate indicating unfitness for work for all absences greater than one day and for any single day absences where that employee has had more than two single day absences without a medical certificate in the same year of personal leave allocation. If it is not reasonably practicable for the employee to provide a doctor's certificate, due to exceptional circumstances, the Company will be satisfied by other reasonable evidence. In the event of a medical certificate not being produced, the employee will not be eligible to claim personal leave for that period and will be subject to counselling and disciplinary action as per the Company's policy. In the case of carer's leave, a doctor's certificate is required for all leave taken.

For the purpose of this clause, compassionate leave and jury duty will not form a component of any absenteeism measurement.

These measures will be reviewed on a regular basis by the Company as to their effectiveness in achieving the stated target for absenteeism as above.

Schedule D – Part-day Public Holidays

This schedule operates in conjunction with award provisions dealing with public holidays.

D.1 Where a part-day public holiday is declared or prescribed between 7.00 pm and midnight on Christmas Eve (24 December in each year) or New Year's Eve (31 December in each year) the following will apply on Christmas Eve and New Year's Eve and will override any provision in this award relating to public holidays to the extent of the inconsistency:

- (a) All employees will have the right to refuse to work on the part-day public holiday if the request to work is not reasonable or the refusal is reasonable as provided for in the NES.
- (b) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of exercising their right under the NES does not work, they will be paid their ordinary rate of pay for such hours not worked.
- (c) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight but as a result of being on annual leave does not work, they will be taken not to be on annual leave between those hours of 7.00pm and midnight that they would have usually been rostered to work and will be paid their ordinary rate of pay for such hours.
- (d) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00 pm and midnight, but as a result of having a rostered day off (RDO) provided under this award, does not work, the employee will be taken to be on a public holiday for such hours and paid their ordinary rate of pay for those hours.
- (e) Where an employee works any hours between 7.00 pm and midnight they will be entitled to the appropriate public holiday penalty rate (if any) in this award for those hours worked.
- (f) An employee not rostered to work between 7.00 pm and midnight, other than an employee who has exercised their right in accordance with clause D.1(a), will not be entitled to another day off, another day's pay or another day of annual leave as a result of the part-day public holiday.
- (g) Nothing in this schedule affects the right of an employee and employer to agree to substitute public holidays.

This schedule is not intended to detract from or supplement the NES.

Schedule E - Workplace delegates' rights

Delegates rights clause as per Clause 32A of the Joinery and Building Trades Award 2020 (the Award)

- 1 Clause 32A of the Award 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 32A.

- 2 In clause 32A:

- (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.

- 3 Before exercising entitlements under clause 32A, 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.

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

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.

6 Entitlement to reasonable communication

- (a) A workplace delegate may communicate with eligible employees for the purpose of representing their industrial interests under clause 32A.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.

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 32A.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.

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.

9 Exercise of entitlements under clause 32A

- (a) A workplace delegate's entitlements under clause 32A 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 32A 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 32A 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 32A.

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.