

**VIRIDIAN GLASS PTY LIMITED – ALBURY
ENTERPRISE AGREEMENT 2024**

Table of Contents		Page
1.	TITLE	4
2.	APPLICATION OF AGREEMENT	4
3.	DURATION OF AGREEMENT	4
4.	PARTIES BOUND.....	4
5.	RELATIONSHIP WITH PARENT AWARD AND NES	4
6.	AIMS AND OBJECTIVES	4
7.	LONG SERVICE LEAVE	5
8.	INCOME PROTECTION INSURANCE.....	5
9.	PICNIC DAY	5
10.	ANNUAL LEAVE.....	5
11.	PERSONAL/CARERS LEAVE.....	6
12.	PROTECTIVE CLOTHING	7
13.	TERMS OF EMPLOYMENT	7
14.	TERMINATION OF EMPLOYMENT AND NOTICE.....	7
15.	PROBATIONARY PERIOD.....	8
16.	HOURS OF WORK.....	8
17.	MEAL BREAKS / REST PERIODS.....	8
18.	PAYMENT OF WAGES	8
19.	BUSINESS IMPROVEMENT AND CONSULTATIVE PROCESS RE PERFORMANCE	8
20.	DISPUTE SETTLEMENT PROCEDURE.....	8
21.	SUPERANNUATION	9
22.	APPRENTICES.....	9
23.	TRAINING.....	10
24.	COMMUNICATION / DELEGATES RIGHTS.....	10
25.	SHIFT WORK	12
26.	UNION DUES	12
27.	WAGES.....	12
28.	EQUAL OPPORTUNITY	13
29.	NO FURTHER CLAIMS	13
30.	CONSULTATION.....	14
31.	AGREEMENT FLEXIBILITY	15
32.	LABOUR HIRE.....	16
33.	PUBLIC HOLIDAYS.....	16
34.	DISCIPLINARY PROCEDURE	17
35.	TRANSFER TO VIRIDIAN GLASS PTY LTD (FORMERLY CSR)	17
36.	BULLYING AND HARASSMENT.....	17
37.	DOMESTIC VIOLENCE LEAVE	18
38.	COMPASSIONATE LEAVE	18
39.	ROSTERED DAYS OFF	18
40.	RIGHT TO DISCONNECT	18

41. RENEGOTIATION OF THE AGREEMENT19

42. SIGNATORY PAGE20

APPENDIX A - REDUNDANCY22

APPENDIX B – CLASSIFICATION STRUCTURE AND DEFINITIONS23

APPENDIX C – WAGE RATES.....26

APPENDIX D – HEAT STRESS PROCEDURE.....27

APPENDIX E – GRANDFATHERED ARRANGEMENTS.....29

APPENDIX F – ACCIDENT PAY31

1. TITLE

This agreement shall be known as the Viridian Glass Pty Limited – Albury Enterprise Agreement 2024.

2. APPLICATION OF AGREEMENT

This Agreement shall apply to the following site of Viridian Glass Pty Limited in respect of all its employees who are covered by the Joinery and Building Trades Award 2020 located at 28 Prospero Crt, Albury NSW 2640 or any other site to which employees covered by this agreement may be relocated.

3. DURATION OF AGREEMENT

This Agreement shall commence 7 days after the approval by the Fair Work Commission and shall remain in force until 30 June 2027.

4. PARTIES BOUND

This Agreement is binding on:

- a. Viridian Glass Pty Limited (ABN 68 006 904 052) (the “Company”, “Viridian Glass”) and its employees located at 28 Prospero Crt, Albury NSW 2640 who are employed in the classifications set out in this Agreement; and
- b. Construction, Forestry and Maritime Employees Union (the “Union”) and its officers and members.

5. RELATIONSHIP WITH PARENT AWARD AND NES

- a. This Agreement incorporates the specified terms of the Joinery and Building Trades Award 2020 (“Award”) in operation at the time of making this Agreement, provided that where there is any inconsistency between the express terms of this Agreement and the incorporated terms of the Award, the terms of the Agreement will prevail to the extent of any inconsistency.
- b. The National Employment Standards (“NES”) are incorporated and apply to the extent that they are more favourable than a provision of the Agreement.

6. AIMS AND OBJECTIVES

- a. Viridian Glass and its employees are committed to:
 - i. providing superior customer service
 - ii. ensuring acceptable profitability
 - iii. providing job satisfaction for employees, and
 - iv. developing a culture where open communication is fostered.
- b. The objectives of this Agreement are:
 - i. to improve productivity and to embrace change and continuous improvement
 - ii. to respond to the demands of customer specific production (improved lead times) that may require flexibility in all aspects of work, including shift work where appropriate.
 - iii. to improve the Delivery in Full On Time (“DIFOT”).
 - iv. to develop an effective communication process and engagement of all employees in improving the performance of the business.

7. LONG SERVICE LEAVE

a. Definition

For the purpose of this clause:

- i. "Continuous service" means the unbroken period of employment, as defined in the *Long Service Leave Act (NSW)*, up to the date at which the employee is entitled to take long service leave or their employment is terminated. Broken periods of employment are not relevant to this clause.

8. INCOME PROTECTION INSURANCE

- a. The Company will ensure all permanent employees covered by this agreement are enrolled in the Incolink Accident and Illness Benefits Program.
- b. The cost to the Company is to be no more than 2.25% of the gross income (weekly rate of pay including shift allowance (if any) and regular allowances) related to each employee involved.
- c. The parties agree that there is an option to review the income protection policy during the life of this Agreement provided that any change to the existing plan, including the cost, shall be by agreement between the parties and be cost neutral to the Company.

9. PICNIC DAY

All employees shall be entitled to a picnic day. Employees can only be paid for the picnic day if they have a ticket from the relevant authority. The Company will require sufficient employees to meet customer requirements on the day. Those employees required to work will agree with their supervisor a suitable alternative day off. By agreement between the parties, to allow for extra flexibility employees who have a ticket can take the picnic day on an alternative day within three months of the official picnic day, being the first Monday in December each year.

10. ANNUAL LEAVE

Annual leave is provided for in the National Employment Standards (NES). For each year of service with the Company, an employee is entitled to 4 weeks of paid annual leave.

To allow greater flexibility in taking annual leave, the following provisions shall apply:

- a. Leave shall be taken at times during the year as agreed between the employee and the Company.
- b. The needs of the employee shall be given primary consideration by the Company when such leave arrangements are being made.
- c. Employees must be allowed at least one break of not less than fourteen (14) consecutive days.
- d. Remaining leave (other than as provided in sub-clause c. above may be taken in:
 - i. One period of not less than seven (7) consecutive days.
 - ii. Single day/s maximum five (5) days per annum.

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 one 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.

11. PERSONAL/CARERS LEAVE

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

a. Definition of immediate family

The term "immediate family" means a spouse, child, parent, grandparent, grandchild, or sibling of the employee, or a child, parent, grandchild, or sibling of the employee's spouse and:

- i. The term "child" includes an adopted child, a stepchild, an ex-nuptial child and an adult child.
- ii. The term "spouse" includes a former spouse, a de facto spouse, and a former de facto spouse.
- iii. "de facto partner" means a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes) and includes a former de facto partner of the employee.

b. Sick Leave

- i. Personal leave is leave to which an employee other than a casual employee is entitled without loss or pay because of their personal illness or injury.
- ii. If an employee is receiving workers compensation payments, they are not entitled to personal leave.
- iii. If the Company requires, an employee must provide a medical certificate from a registered health practitioner or other evidence that would reasonably satisfy the Company if they are absent for more than two consecutive working days and for more than two single day absences.
- iv. If it is reasonably practicable to do so, the employee shall within 2 hours of the commencement of such absence inform the employer of their inability to attend

for duty and as far as practicable, state the nature of the injury or illness (if known and relevant) and the estimated duration of the absence.

- v. If it is not reasonably practicable to inform the Company during the ordinary hours of the first day or shift of such absence, the employee must inform the Company within 24 hours of such absence.
- vi. In any event, the employee must prove to the satisfaction of the Company that they were unable on account of illness or injury to attend for duty on the day or days for which sick leave is claimed. A medical certificate or statutory declaration is acceptable for the purpose of this clause.
- vii. An employee required to stay home to attend a domestic partner or dependent person or child, shall be allowed to apply this leave against their personal leave entitlement.

12. PROTECTIVE CLOTHING

- a. All items of protective clothing and safety apparel originally issued to the employee, are to be replaced on a fair wear and tear basis.
- b. Clothing of a non-protective nature will be determined, agreed, and issued only on employee request.
- c. To arbitrate over items in borderline cases of fair wear and tear, there will be two designated employees along with one management representative, to make a final decision should this be required.

13. TERMS OF EMPLOYMENT

Employees under this agreement will be employed in one of the following categories:

- (i) Full-time employment;
- (ii) Part-time employment; or
- (iii) Casual employment

The NES applies to casual employment including casual conversion. Any disputes about casual conversion shall be dealt with under the dispute resolution clause of this agreement.

14. TERMINATION OF EMPLOYMENT AND NOTICE

Consistent with the provisions of the Fair Work Act 2009 and the National Employment Standard, notice of termination, including in relation to redundancy, shall be as follows, with all other relevant provisions of the Fair Work Act 2009 and the NES applying:

Period of Continuous	Period of Notice
Less than one year	1 week
1 year or more and up to completion of 3 years	2 weeks
3 years and up to completion of 5 years	3 weeks
5 years and over	4 weeks

In addition to the period referred to above, an employee over 45 years of age at the time of the giving of the notice with not less than two years continuous service, shall be entitled to an additional week's notice.

15. PROBATIONARY PERIOD

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

16. HOURS OF WORK

The spread of ordinary hours for drivers shall be from 5.00am to 6.00pm to enable the efficient delivery of the product to customers. For all other employees covered by this Agreement, the spread of hours shall be between 6.00am and 6.00pm.

17. MEAL BREAKS / REST PERIODS

- (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) An employee is entitled to not more than two paid rest periods totalling twenty (20) minutes per shift.

18. PAYMENT OF WAGES

All employees, including new starters, will be paid on a fortnightly basis via Electronic Funds Transfer.

19. BUSINESS IMPROVEMENT AND CONSULTATIVE PROCESS RE PERFORMANCE

The parties agree to establish a regular quarterly and effective consultation process to identify, agree and implement areas of improvement. Performance targets will also be agreed.

20. DISPUTE SETTLEMENT PROCEDURE

- a. The purpose of this clause is to provide a process to resolve workplace disputes excluding disciplinary processes and termination. It is agreed that the parties to this Agreement will confer in good faith with a view to resolving the matter by direct negotiation and consultation.
- b. To ensure effective consultation between the Company and employees on all matters pertaining to the employment relationship, including the application of this Agreement and the NES, the following procedure will be followed in an effort to achieve a satisfactory resolution of any dispute or grievance.
- c. Should employees elect a representative who is not available within adequate time upon request, another representative who is available of the employee's choice should be selected.
- d. **Step 1**

Any grievance or dispute which arises will, where possible be settled by on-the-job discussion between the employee and the supervisor / manager.
- e. **Step 2**

If the matter is not resolved at Step 1, it will be discussed further between the supervisor/manager, employee and their union or other representative if requested by the employee.

f. **Step 3**

If the matter is not resolved at Step 2, it will be discussed further between the manager, the employee and their union or other representative (as the case may be).

g. **Step 4**

If the matter is not resolved at Step 3, it will be discussed between the Company representatives, including the nominated industrial relations representatives, the employee and their union organiser/delegate or their nominated representative.

h. **Step 5**

Should the matter still not be resolved after step 4, it can be referred by either the:

- i. Company;
- ii. Employee;
- iii. Employee's nominated representative which can include the Union in its own name;

to the Fair Work Commission for conciliation and / or determination. Any determination includes access to appeal.

- i. While the above procedures are being followed, work must continue in accordance with the existing situation or practice that existed immediately prior to the subject matter of the grievance or dispute occurring. No party shall be prejudiced as to the final settlement by the continuance of work in accordance with this sub-clause.

21. SUPERANNUATION

The Company will pay superannuation contributions at the rate set in the Superannuation Guarantee Charge Act 1992 (Cth) or its successor, into the superannuation account of each of its employees. Each employee must tell the Company which one of the funds listed below, they want superannuation contributions paid to:

- a. Any complying fund provided by the Award (Cbus, CareSuper, FirstSuper, Australian Super) or complying fund nominated by the employee provided the fund offers a MySuper product.

22. APPRENTICES

The weekly wage rate for apprentices shall be the undermentioned percentages of the ordinary weekly rates prescribed by this Agreement for an adult employee (Level 4 classification).

Apprentices – Four Stage Apprenticeship

Year	Percentage of ordinary weekly wage for adults in Level 4
First year	45
Second year	55
Third year	75
Fourth year	90

Adult apprenticeship – Four Stage Apprenticeship

Year	Percentage of ordinary weekly wage for adults in level 4
First year	83.5%
Second year	88
Third year	93
Fourth year	98

23. TRAINING

The Company shall ensure all employees have the same opportunities for career development and training.

All employees who are competent will be expected to undertake work related training, occupational health and safety training and staff development and receive appropriate accreditation and remuneration. All employees will participate in on-the-job training for new employees.

It is acknowledged and agreed by the parties that this training may require a temporary change of shift. The Company will consider the personal circumstances of the employee who is to be trained prior to implementing the change of shift.

24. COMMUNICATION / DELEGATES RIGHTS

The Company will allow all employees covered by this Agreement, adequate paid time during normal working hours to meet and discuss with their nominated representative, matters pertaining to this Agreement, and such time shall be agreed between the parties. Any entry pursuant to this clause will comply with the requirements of the *Fair Work Act 2009 (Cth)*.

Where practicable, employees should initially raise matters directly with the supervisor/manager. If the matter is unresolved, union delegates will be allowed reasonable time during working hours to discuss the matters raised by employees or to confer with their organiser provided they have approval from the supervisor/manager. The supervisor/manager will be made aware of the delegate's rights and will not unreasonably object to such a request.

24.1. Delegates rights clause

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

24.2. In this clause:

- (a) **employer** means the Company;
- (b) **delegate's organisation** means the Union covered by this Agreement; and
- (c) **eligible employees** means employees who are members or eligible to be members of the Union.
- (d) **Workplace delegate** means a person appointed or elected in accordance with the rules of the Union.

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

24.4. An employee who ceases to be a workplace delegate must give written notice to the Company within 14 days.

24.5 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 Union 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.

24.6 Entitlement to reasonable communication

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

24.7 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 24.7(a) if:
 - (i) the workplace does not have the facility; or
 - (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 Company does not have access to the facility at site and is unable to obtain access after taking reasonable steps.

24.8 Entitlement to reasonable access to training

Unless the Company is a small business employer, the Company 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 Company 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 Company 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 Company, the workplace delegate must provide the Company with an outline of the training content.
- (f) The Company 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 Company with evidence that would satisfy a reasonable person of their attendance at the training.

24.9 Exercise of entitlements under this clause

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

The Company will 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 this clause.

25. SHIFT WORK

The company will give employees 7 days' notice to:

- (a) Change shift start and finish times, provided effective consultation has taken place.
- (b) Change the actual shifts worked (i.e., from day shift to afternoon shift)

26. UNION DUES

Union dues will be deducted by the Company through the Payroll on provision of written authority by the employee. An email request is sufficient authority.

27. WAGES

- a. The parties agree that the following increases to wages and allowances shall be paid on the dates set out below:

- 1 July 2024 – 3.5%
- 1 July 2025 – 3%
- 1 July 2026 – 3%

Increases are effective from the first full pay period from the above dates. The rates included in Appendix B to this Agreement are the actual rates of pay. Those employees who are paid above these rates of pay will have the above wage increases applied to their

rate of pay. The rates of pay in this Agreement are inclusive of laundry, industry, and disability allowances.

b. Shift Allowances and Definitions

In this Agreement:

Day Shift means any shift commencing not earlier than 6.00am and finishing at or before 6.00pm.

Afternoon shift means any shift finishing after 6.00pm and at or before midnight.

Night shift means any shift finishing after midnight and at or before 8.00am.

An employee working afternoon shift shall be paid 115% loading.

An employee working night shift shall be paid 130% loading.

c. Overtime

Day shift employees who work overtime between 4.00am and 6.00am will be paid double time for the time worked.

d. First aid allowances

First aid allowance will be paid to holders of a current First Aid Certificate who are appointed by the Company as First Aid Officers. First Aid Officers will be entitled to Hepatitis or other approved St Johns Ambulance vaccinations. The First Aid Allowance payable is as follows:

Applicable from first full pay period after the date below	First aid allowance including increases provided by this clause
1 July 2024	Paid as per the Award

e. 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 (and from the first full pay period after 1 July 2024 - \$18.51 and increasing thereafter in line with the Award) to meet the cost of a meal, except where a meal is provided.

28. EQUAL OPPORTUNITY

- a. The parties recognise that all employees have the right to a productive, harassment free and fulfilling working life. The parties further recognised that discrimination and sexual harassment in the various forms, may prevent workers from participating fully in the Company's business.
- b. The parties agree that any form of discrimination on the basis of sex, sexuality, race, political opinion, religious beliefs, age, union membership or activity or any other form of discrimination will not be tolerated in the workplace.
- c. The parties will abide by all applicable State and Federal laws relating to equal opportunity and protection from discrimination and sexual harassment.

29. NO FURTHER CLAIMS

It is agreed by the parties to this Agreement that up to and including the date of expiry of this Agreement, being 30 June 2027 that none of the Company, Union or employees will:

- a. by any means demand, pursue or make extra claims relating to benefits, conditions, obligations, or matters contained in this Agreement; and
- b. by any means whatsoever demand, pursue or make any claims relating to benefits, conditions, obligations or matters that are not contained in this Agreement.
- c. not seek any changes to the Employees' terms and conditions of employment other than as provided by this Agreement.

30. CONSULTATION

- a. If the Company is seriously considering major workplace changes that are likely to have a significant effect on the employees covered by this agreement, the Company will consult with any employees who will be affected. An employee is entitled to be represented by the Union or other representative for the purpose of consultation under this clause.
- b. As soon as practicable the Company will discuss with relevant employees the introduction of the change; and the effect the change is likely to have on the employees. The Company will also discuss measures to avert or mitigate the adverse effect of the change on the employees.
- c. For the purposes of the discussion the Company will provide the relevant employees in writing:
 - i. all relevant information about the change including the nature of the change proposed; and
 - ii. information about the expected effects of the change on the employees; and
 - iii. any other matters likely to affect the employees.
- d. In complying with this clause, the Company is not required to disclose information which is confidential and commercially sensitive.
- e. The relevant employees may appoint a representative for the purposes of the procedures in this clause and the Company will recognise the representative on receipt of notification by the relevant employee.
- f. The Company will give prompt and genuine consideration to matters raised about the major change by the relevant employees and their representatives.
- g. As soon as a final decision has been made, the Company will notify the employees affected, in writing, and explain the effects of the decision.
- h. All participants will act in good faith in relation to the consultation process provided in this clause.
- i. While consultation in relation to major change is taking place, except where a genuine occupational health and safety issue is involved, the status quo will remain. The existing situation, terms and conditions of work and work practices immediately prior to the Company's consideration of major change will not be altered. In this clause:
 - i. "Good faith" includes obligations to meet, disclose relevant information, for both parties to genuinely consider proposals and respond with reasons, and to refrain from capricious or unfair conduct that undermines consultation.
 - ii. A major change is "likely to have a significant effect on employees" if it results in: the termination of the employment of employees; or change to the composition, operation or size of the employer's workforce or to the skills required of employees; or the elimination or diminution of job opportunities or job security (including reduction or limitation of opportunities for promotion or tenure); or the alteration of hours of work; or the need to retrain employees; or

the need to relocate employees to another workplace; or the restructuring of jobs and also includes a proposal to introduce a change to the regular roster or ordinary hours of work of employees.

- iii. Where the change proposed includes a proposal to introduce a change to the regular roster or ordinary hours of work of employees, employees affected will be invited to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

31. AGREEMENT FLEXIBILITY

- a. **Employee Representation**
Union members are entitled to be represented by their Union at every stage of this process. Employees who are not union members may also choose to be represented. If an employee has nominated the Union, or another person, as their representative, the Union or other person must be given a reasonable opportunity to participate in negotiations or discussions regarding the proposed making, variation or termination of a flexibility arrangement. Participation by the Union or any other representative does not mean that their consent is required prior to reaching agreement in relation to a flexibility arrangement.
- b. **Agreed Flexibilities**
The Company and an individual employee may agree to an arrangement which varies the effect of certain terms of this agreement to meet the genuine individual needs of the employer and the individual employee. The terms of this agreement which the employer and the individual employee may arrange to vary the effect of are listed below:
 - i. Cashing out annual leave in accordance with the provision of the Act.
 - ii. Changes to shift start and finishing times
 - iii. Changes of shift
- c. The Company and the individual employee must have genuinely agreed to the arrangement without coercion or duress. The Company and individual employee must act in good faith in any discussions or negotiations in relation to an individual flexibility arrangement.
- d. The arrangement between the Company and the individual employee must:
 - i. only be about one or more of the terms listed in clause 29.b; and
 - ii. result in the employee being better off overall than the employee would have been if no individual flexibility agreement had been agreed to;
 - iii. be about matters that would be permitted matters if the arrangement were included in this enterprise agreement; and
 - iv. not include a term that would be an unlawful term if the arrangement were included in this enterprise agreement;
 - v. be in writing, name the parties to the arrangement and be signed by the Company and the individual employee and, if the employee is under 18 years of age, the employee's parent, or guardian;
 - vi. set out each term of this agreement that the Company and the individual employee have agreed to vary the effect of;
 - vii. set out how the effect of each term has been varied by the arrangement; and
 - viii. state the date the arrangement commences to operate.

- e. The Company and the employee are responsible for ensuring that all of the requirements of clause 29.d are met.
- f. The Company will give the individual employee a copy of the arrangement within 14 days of reaching agreement and keep the agreement as a time and wages record.
- g. Except as provided in clause 29.d the agreement must not require the approval or consent of a person other than the Company and the individual employee.
- h. Where the employee's understanding of written English is limited, the Company must take measures to ensure the employee understands the proposal.
- i. The arrangement may be terminated:
 - i. by the Company or the individual employee giving 28 days' notice of termination, in writing, to the other party (if the individual employee was represented in negotiating the arrangement the union or other representative, must also be given notice of its proposed termination); or
 - ii. at any time, by written agreement between the Company and the individual employee.

32. LABOUR HIRE

- a. Permanent employees will be offered overtime prior to temporary labour.
- b. Labour hire employees who if employed directly by the Company would fall under the terms of this agreement will have their employment reviewed with the Company after 3 months of continuous service. Except as provided in clause 32(e), labour hire employees who remain engaged through the Labour Hire Agency on a continuous basis for more than 6 months will be offered permanent employment with the Company.
- c. Employees of Labour Hire companies shall be used for:
 - Covering short term absences (e.g., long-term sick leave, annual leave, long service leave).
 - Covering absent ill/ injured employees.
 - Short term variations to production requirements.
 - While we are recruiting for permanent roles.
- d. The Company will provide a copy of the current workplace agreement to the Labour Hire Agency.
- e. If the absence that the labour hire person is engaged to cover exceeds or is likely to exceed 6 months as a result of the absent employee being absent for a reason including personal leave or workers' compensation and the absent employee's substantive position continues, the Company may extend the labour hire employee's engagement to enable the ongoing coverage of the absent employee without the offering of permanent employment. This sub-clause only applies where there is a reasonable expectation that the absent employee will return to their substantive position.

33. PUBLIC HOLIDAYS

Public holidays are provided for in the National Employment Standards (NES). These are 1 January (New Year's Day), 26 January (Australia Day), Good Friday, Easter Monday, 25 April (Anzac Day), the King's birthday (on the day on which it is celebrated in New South Wales, 25 December (Christmas Day), 26 December (Boxing Day). Any day, or part-day, declared or prescribed by or under a law to be observed generally within the state or the region in which you are located where this Agreement applies, as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the regulations from counting as a public holiday.

34. DISCIPLINARY PROCEDURE

There are three basic steps: counselling, warning, and termination. The particular performance level or conduct will determine the action taken. At all levels in this process employees are entitled to have a union representative or other representative present if he or she wishes. The company will follow the requirements of the Fair Work Act.

a. Counselling or formal warning

Depending on the severity, this type of behaviour will result in counselling or a formal warning. Failure to improve after warnings may result in termination of employment. The following are examples of unsatisfactory performance or misconduct:

- absenteeism without appropriate reason or notice
- poor or unsatisfactory work performance
- poor timekeeping
- a minor breach of Company policy.

b. Termination of employment

The following are examples of misconduct which may result in termination of employment with notice:

- breach of safety procedures or regulations
- repeated minor breaches of Company policies after warnings
- continued poor work performance after warnings
- offensive, threatening, or abusive behaviour directed towards others
- refusal to carry out a lawful instruction
- unauthorised possession or consumption of alcohol or illegal drugs
- harassment, discrimination, bullying and victimisation

c. Summary dismissal

The following are examples of inappropriate behaviour or conduct or serious misconduct which may result in summary dismissal i.e., termination of employment without notice:

- serious breach of safety procedures or regulations which could endanger life or property
- serious breaches of harassment, discrimination, bullying and victimisation policies
- breaches of Company policies amounting to the commission of a crime or an offence attracting a penalty or resulting in serious injury or damage to people, property, or reputation
- stealing Company property or defrauding the Company
- falsifying time sheets or other documents, breaches of clock on/off procedures
- assault

The above are examples only, not comprehensive lists.

35. TRANSFER TO VIRIDIAN GLASS PTY LTD (FORMERLY CSR)

Employees who have their employment transferred to CSR Limited (now known as Viridian Glass Pty Ltd) from Pilkington (Australia) Limited shall continue to receive those conditions of employment which were more favourable than currently prescribed in this agreement.

36. BULLYING AND HARASSMENT

The Union and Company recognise the importance of having a workplace free of bullying and harassment.

The employer must take all reasonably practicable steps to prevent and stop workplace bullying. In managing allegations of workplace bullying the parties will adhere to the following:

- Treat all complaints seriously and on their merits
- Consult all relevant parties to a complaint
- Remain impartial
- Act quickly to deal with any complaints including conducting a fair, proper, impartial investigation
- Keep records of all investigations and meetings
- Provide adequate support to victims in any meetings or investigation process (e.g., OHS representative, union representative or any other support person of their choice)
- Outline the reasons and timeline of any process to be taken

37. DOMESTIC VIOLENCE LEAVE

Family and domestic violence leave is provided for by the NES.

38. COMPASSIONATE LEAVE

Compassionate leave is provided for by the NES.

39. ROSTERED DAYS OFF

Employees having accrued sufficient time during the year shall be entitled to 13 Rostered Days Off per annum. Employees shall take RDOs at a time mutually agreed between the employee and local management, such that 8 RDOs will be fixed on scheduled days and 5 flexible RDOs. Employees may elect to cash out the remainder of their RDOs. Any RDOs which are cashed out will be paid at the rate of time and a half.

40. RIGHT TO DISCONNECT

40.1 The Company will not directly or indirectly prevent an employee from exercising their right to disconnect under the Act.

40.2 The Company acknowledges the employee's right to refuse to monitor, read or respond to contact or attempted contact outside working hours from it or a third party if the contact or attempted contact relates to their work and is outside their working hours, except as provided by this clause.

40.2 Clause 40.1 does not prevent the Company from requiring an employee to monitor, read or respond to contact, or attempted contact, from the Company outside the employee's working hours where:

- (a) the employee is paid a stand-by allowance or other remuneration to be available to communicate with or otherwise attend to work-related matters or duties; and
- (b) the employer's contact is in accordance with the usual arrangements for such notification.

40.3 Clause 40.1 does not prevent the Company from contacting, or attempting to contact, an employee outside of working hours to notify the employee, in accordance with the usual arrangements for such notification where:

- (a) this Agreement specifically provides for such contact to be made.
- (b) the Company's contact is to notify the employee they are required to attend or perform work or to inquire why an employee has not attended their rostered or scheduled shift.
- (c) the Company's contact is to notify the employee of a roster change affecting their hours of work.
- (d) the Company's contact is to notify the employee of an emergency roster change or other emergency requiring the employee to return to work.
- (e) the Company's contact is to re-call the employee to work.

(f) the Company's contact is for administrative purposes to support the accuracy of the employee's records and facilitate or affect payment of salary, superannuation, third party garnishee orders or other payments or entitlements of the employee.

(g) the Company's contact is for the purpose of supporting an employee who is absent on domestic or family violence leave.

(h) the Company's contact is for the purpose of facilitating a return to work, organising medical or other like appointments arising from or in relation to an employee's absence from work on account of a work-related or non-work related illness or injury.

(i) the Company is required to advise an employee of a matter affecting the employee's attendance at work as a result of an order applicable to the Company, or other direction to the Company, by a State or Commonwealth authority.

41. RENEGOTIATION OF THE AGREEMENT

The parties commit to commence negotiations for a new agreement no later than 1 February 2027.

42. SIGNATORY PAGE

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 + ACT

Address: 8 WILLIAMSON ROAD INGLEBURN

Signature: David Pender Date: 2/9/2024

Witness Name: Sandra Barbato

Witness Address: 8 Williamson Rd, Ingleburn 2565

Signature: Sandra Date: 2.9.2024

Employee Representative:

Name: Adrian Anderson

Authority to Sign: Employee representative

Address: 122 Fallon street North Albury

Signature: A Anderson Date: 2-9-24

Witness Name: Tanya Campion

Witness Address: 122 Fallon St North Albury.

Signature: [Signature] Date: 2-9-24

On behalf of the CFMEU

Name: Phillip Pasfield

Authority to Sign: JOINT EXECUTIVE OFFICER

Address: LEVEL 2, 63 MILLER ST PYRMONT 2009

Signature: 

Date: 3 September 2024.

Witness Name: Tianne Wagner

Witness Address: 2/63 Miller street, Pyrmont NSW 2009

Signature: T-Wann

Date: 3/9/24

APPENDIX A - REDUNDANCY

Process

The Company undertakes to discuss any future changes to employee numbers with the Union prior to any changes taking place. The Company must retain skilled personnel. The selection process and criteria have been agreed.

The following process will be adhered to by the parties when confronted with redundancies.

- a) The parties will confer and discuss measures to avert redundancies taking place.
- b) The company will terminate the employment of all short-term casuals, including labour hire, except those employed to cover long term absences such as long service leave and workcover and absences on account of personal injury/illness unless the person they are covering is selected for redundancy.
- c) The company shall call for expressions of interest. Nominating an expression of interest does not guarantee a redundancy.
- d) The selection process may involve consideration of the skills matrix and documented health considerations raised by employees.
- e) At the end of the process there shall be an avenue to appeal (as soon as practicable) for those who feel aggrieved by the decision".
- f) Employees who have been engaged on a temporary, casual, or short-term basis, and have been advised of such arrangement at the time of employment will not come under the terms of this agreement.
- g) Any employee who finds an alternative position during the notice of termination period, may, with the consent of the company, terminate their employment prior to the expiry of the period of notice, without forfeiting the entitlement to redundancy compensation. The employer's consent in such circumstances will not be unreasonably withheld.
- h) The provisions of this agreement will not apply to employees who are dismissed for reasons other than redundancy or those employees who terminate on their own accord.
- i) The company's need to maintain an efficient workforce and an efficient operation must be taken into consideration in the selection and classification of employee to be made redundant.
- j) "Weeks' Pay" means an employee's normal rate of pay for an ordinary week's work at the time of notice of termination.
- k) Employees under notice of termination due to redundancy shall be allowed reasonable time off for employment interviews subject to production of proof of interview, to a maximum total of 16 hours.
- l) Redundant employees shall receive an itemized statement of all payments within seven days of receiving notice of termination. A certificate of service shall be made available to a redundant employee upon request.
- m) Should an employee under notice, die, prior to the nominated date of termination, all benefits of this agreement to which such an employee was entitled, shall be paid directly to the employee's legal dependents and /or their estate.

2. Severance, ex gratia & long service leave loading

Employees with one completed year of service and over shall be entitled to three weeks' severance pay for each completed year of service or part thereof to a maximum of twenty-six (26) weeks.

APPENDIX B – CLASSIFICATION STRUCTURE AND DEFINITIONS

1. FULLY MULTI-SKILLED EMPLOYEES

Employees below Level 3(a) who can perform the full range of factory functions, including operating cranes and delivery trucks as required should be Level 3.

2. CLASSIFICATION STRUCTURE AND RATES OF PAY

Introductory Notes:

COMPETENCY ASSESSMENT

After 3 months working in a new position (maximum 8 weeks on level 1), employees will be offered the opportunity for assessment. By mutual agreement the assessment can be put back to a later date, if the employee feels they are not ready. Re-assessments will occur within a 3-month period to be determined by the employee and manager as appropriate. Assessments will be completed by a qualified certificate 4 assessor and a competent operator in the appropriate position.

RATE WHILST TRAINING

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

TRAINING

All employees assessed as competent will train other employees when required by the Company.

ON-SITE CONSTRUCTION WORK

If during the life of this agreement employees are engaged in work on construction sites, it is agreed to discuss the application of site benefits to those employees directly engaged on that work with the Union.

CLASSIFICATION STRUCTURE

Note: Any changes to the structure outlined below, that takes place during the term of this Agreement, will be recorded as a memorandum of understanding, unless the parties agree to a formal change to the Agreement in which case the parties will process the changes as a variation to the Agreement as provided for by the *Fair Work Act 2009 (Cth)*. Any change in the classification structure will not result in a reduction of pay for any employee.

Level 1

- a) Basic Glass Handling
- b) Assist Loading trucks, understand papering and load restraint
- c) Securing glass on trolleys
- d) Assist at Flat Polisher (no Setup)
- e) Reading orders
- f) Reading diagrams
- g) Assist crane operators (chasing)
- h) Housekeeping
- i) Understanding basic quality standards
- j) Learning breaks out skills at auto table
- k) Rough Arriss table operation
- l) Washing machine operation
- m) Basic OHS

Level 2 (all skills from level 1 plus achievable skills from the following list)

- a) Break out on auto table
- b) Hand cutting up to 6mm in all glass types
- c) Training to be machine operator
- d) Training to operate cranes (chains, suckers, grabs)

- e) Forklift operation (Not mandatory in all cases – must be a requirement for the factory concerned)
- f) Truck driver without basic crane operation
- g) Basic hazard ID

Level 2A (level 2 skills plus achievable skills from the following list)

- a) Basic crane operation (chains slings, sucker frame operation, hook on crane to move a stillage)
- b) Basic Level 3 machine operation. (training for Level 3)
- c) Truck drivers with basic crane operation (Not mandatory in all cases – must be a requirement for the factory concerned)

Level 3 (Level 2A skills plus achievable skills from the following list)

- a) Complex operation of cutting machines (float and laminated)
- b) Complex operation of SLE (settings, changing wheels)
- c) Processing of F/Grips,
- d) Operation of manual processing equipment
- e) Fully competent hazard ID
- f) Able to train other employees to same level
- g) Truck drivers, competent on 1 x Level 3 machine (Not mandatory in all cases – must be a requirement for the factory concerned)
- h) Hand cutting ability (shapes and squares) of all glass up to 8mm and training 10mm.
- i) Work off residential cutting sheets

Level 3A

- a) Complex operation of three Level 3 machines
- b) Competent operator of grabs (unload FTL's etc)
- c) Crane truck driver, not competent on grabs and suckers (Not mandatory in all cases – must be a requirement for the factory concerned)
- d) Hand cutting ability (shapes and squares) of all glass up to 12mm.

Level 4 (appointment as required) (Level 3 skills plus achievable skills from the following list)

- a) Tradesman Qualification (i.e., shall mean a person who has completed a flat glass apprenticeship or a person who is recognized as having tradesperson standing within the flat glass industry i.e., glazier)
- b) Crane truck driver, fully competent with grabs and suckers (Not mandatory in all cases – must be a requirement for the factory concerned).
- c) Hand cutting ability (shapes and squares) of all glass 12mm or over.
- d) Train staff to management's requirements

Level 5 (appointment as required) (Level 3, 4 skills plus achievable skills from the following list)

Employees at this level perform work that is recognised as being above and beyond the skills of employees at Level 4. Employee in this classification will have obtained specialized skills or qualifications and be capable of performing the following range of tasks as and when required.

a) **Specialist – Definition:**

- i Tradesperson who is capable of and required to perform all types of measuring required for the trade.

b) **Supervision – Definition:**

- i an employee who is capable of and required to operate and fully supervise all aspects of plant operations and production inclusive of employees within a designated work group.

c) **Quality Control Inspection:**

- i. Quality control/Inspection means a person who can implement Quality control and inspect products during production or upon completion of conformity to Viridian quality standards.
- ii. Competencies at Level 5 but with additional responsibility for the daily OH&S requirements of the area within their control and operation combined with the additional responsibility for employee numbers greater than five (5).

Level 6

Operating within the Company's policies and guidelines, an employee in this classification:

- a) Is capable of supervising and controlling the quality and actions of lower classification employees.
- b) Manages and is responsible for projects and coordination of projects.
- c) Programs and schedules work and coordinates general and specialist employees engaged in such work.
- d) Possesses knowledge of OHS regulations and supervises safety in areas of his/her control and operation.
- e) Writes and submits detailed reports.
- f) Orders equipment and supervises equipment maintenance.
- g) Operates within broad statements of objectives without detailed instructions and without supervision.
- h) Involvement in training other employees.

APPENDIX C – WAGE RATES

Classifications	Current Base Rate	Base Rate FFPP 1/7/24	Base Rate FFPP 1/7/25	Base Rate FFPP 1/7/26
		3.5%	3%	3%
Level 1	30.9312	32.0138	32.9742	33.9634
Level 2	33.3101	34.4760	35.5102	36.5755
Level 2A	33.8506	35.0354	36.0864	37.1690
Level 3	34.4786	35.6854	36.7559	37.8586
Level 3A	34.7947	36.0125	37.0929	38.2057
Level 4	35.8512	37.1060	38.2192	39.3657
Level 4A	36.1500	37.4153	38.5377	39.6938
Level 5	36.4523	37.7281	38.8600	40.0258
Level 6	37.1284	38.4279	39.5807	40.7682
Driver Level 2A	33.8506	35.0354	36.0864	37.1690
Driver Level 3	34.4786	35.6854	36.7559	37.8586
Driver Level 3A	34.7947	36.0125	37.0929	38.2057
Driver Level 4	35.8512	37.1060	38.2192	39.3657

APPENDIX D – HEAT STRESS PROCEDURE

Purpose

To ensure that risks associated with working in hot conditions are minimised.

Scope

This procedure applies to all Viridian sites covered by this agreement.

Responsibility

It is in the Production Manager's and the relevant Sales Centre Manager's responsibility to eliminate or reduce the risk of heat stress through the hierarchy of controls (i.e., elimination, substitution, engineering, PPE, administrative). This shall be done in consultation with employee representatives.

Policy

Consistent with its Safety Management Policy and concern for the well-being of its employees, ventilation, cooling methods and work practices will be arranged to counteract excessive heat and reduce the risk associated with heat stress.

Viridian recognises the difficulties associated with working in hot conditions.

Procedure

Employees have different tolerance levels to heat, however all employees need to be aware of the dangers of heat stress, and different methods to assist employees to cope with working in heat. In order to ensure employees are provided appropriate assistance during periods of excessive heat, the following will apply:

The company shall endeavour to maintain control of internal temperature of the plant by the introduction of engineering controls (e.g., Installation of air movement devices where practicable, ventilation, insulating and shielding) or fans (where appropriate) to all permanent workstations. A facility audit shall be completed to identify the correct number and positioning of fixed fans required to be placed in the factories.

The Production Manager in consultation with the employee representative shall implement administrative controls such as rescheduling work (e.g., early commencement times), labour and job rotation, and providing longer times to complete jobs.

Cool lunchrooms will be made available for employees to retreat to when affected by heat. The requirements to take rest breaks will vary from person to person; employees will advise their coordinator / team leader to arrange for necessary breaks.

Employees shall continue working in areas where air conditioning is operating and in all other areas which are cooler than the general outside ambient temperature.

PPE, such as hats, sweatbands, sunscreen, and appropriate safety sunglasses will also be provided, as required, during periods of hot weather. Cool drinks will be made available at the work areas and workers are encouraged to drink small amounts of water regularly (i.e., 200mls per every 20 minutes, or at least 8 glasses per day). A number of chilled water fountains are available around the site (Factory 1 - 3 chilled water fountains, Factory 2 - 2 chilled water fountains and Country locations shall provide adequate chilled water supply). To assist employees in this area the Company shall provide employees with a "sports type" water bottle each year for use at work as a rehydration tool.

The company will conduct heat awareness training sessions and issue health alerts as deemed appropriate by Safety Committees, to assist in managing heat risks.

Whenever possible, workplace exposure to heat should be assessed prior to adopting a significant change in the process, equipment, jobs, tasks, or work practices that may affect the risk for heat related illnesses.

Where it is forecast by the Commonwealth Bureau of Meteorology that the daily maximum temperature will exceed 35 degrees Centigrade on a planned workday the following procedures shall be implemented.

- 1) Employees can opt to commence work earlier (day workers) or later (afternoon shift) provided that agreement is reached with the Company and the whole work unit, with no additional wages' penalty to the company. Agreement shall not be unnecessarily withheld.
- 2) Electrolyte replacement powders such as Staminade & Powerade etc will be provided when necessary.
- 3) When temperatures are in excess of 38 degrees Centigrade as determined by the Bureau of Meteorology and monitored by the relevant shift co-ordinator and shop steward a 10-minute drink/rest break will occur on a rotation basis (inclusive of scheduled designated breaks and staggered where possible to allow processes to continue) every hour until the end of that shift or until the temperature drops below 36 degrees Centigrade whereby points 1).& 2). above shall still apply.

Employee Responsibilities

Employees who are concerned that they are being adversely affected by heat, must notify their Coordinator or Team Leader immediately. Any person suffering heat stress will be moved into an appropriately air-conditioned facility and have first aid applied.

Heat related symptoms may include:

- Tiredness
- irregular breathing
- dizziness
- nausea
- thirst
- cold clammy skin

Pressure shall not be placed on employees by their Team Leaders, Coordinators or Management to implement the provisions of this Appendix.

APPENDIX E – GRANDFATHERED ARRANGEMENTS

For the purposes of this Agreement, the following employees shall retain the following Terms and Conditions relating to Sick Leave, Long Service Leave and Redundancy:
 Employees with grandfathered arrangements:

ID Number	Name
004454	Anderson, Adrian James
300135	Crutchfield, Greg John
102107	Dale, Brett William
300158	Singh, Saroya Gurjot

Sick Leave

Sick Leave on Redundancy

All unused sick leave will be paid out to the employee in the event of being made redundant.

Sick Leave Payout

(a)The Fair Work Act provision for personal leave entitles the employee to ten days sick leave annually. The following incentive scheme allows each employee to “cash out” a portion of their unused entitlement for each annual period. Employees wishing to participate in this scheme must maintain a minimum balance of personal leave in accordance with section 101 of the Fair Work Act (currently 15 days). The “cashing out” of sick leave is optional. Any employee preferring to continue to accumulate their sick leave is still able to do so.

(b)To the extent that any part of the first six days of accrued sick leave (not including any sick leave that may have accrued from any previous years of service) is not used in any one year of service by the employee, the employee is able to cash out those days at the existing rate of pay applicable at that time. The remaining 4 days sick leave is required to accrue each year.

(c)Where an employee has accrued 30 or more sick days, he or she may elect to have the entire balance of that years’ 10 days unused sick leave paid out at the year end.

(d)All “cashed out” sick leave will be paid in the last payroll prior to the Christmas shut down, at the existing rate of pay applicable at that time. Each employee wishing to “cash out” sick leave will need to complete the relevant documentation.

(e)On retirement pay out of unused sick leave will be to a maximum of 30 days.

Redundancy

In the event of redundancy, Appendix A shall apply but subject to the provision of Appendix E applying in respect of those named employees.

1. Employees with 3-5 years’ service will receive an ex-gratia payment of \$4,000. Employees with more than 5 years’ service will receive an ex-gratia payment of \$7,500.

Employee’s redundancy entitlements will accrue as follows:

(i)Employees with less than one year’s continuous service are entitled to one week’s severance pay.

(ii)Employees with more than one year’s service but less than five year’s continuous service shall be entitled to four week’s severance pay plus an additional week for employees aged 45 years or more, four weeks’ pay for each completed year of service and a lump sum payment of \$4,000.

(iii)Employees with more than five year’s continuous service shall be entitled to four week’s severance pay plus an additional week for employees aged 45 years or more, four week’s pay for each completed year of service and a lump sum payment of \$7,500.

Other: In addition to the above, all retrenched employees shall be entitled to the following:

(i) 17.5% loading on pro rata annual leave.

Long Service Leave Entitlements

- a. For all periods up to 1 May 2009 Long Service Leave entitlements shall be calculated at the arrangements as determined by the relevant State Law.
- b. From 1 May 2009 Long Service Leave will accrue at the rate of 13 weeks for 10 years of continuous service (1.3 weeks per year of continuous service).
- c. Further entitlement to Long Service Leave will then occur each 5-year period of continuous service thereafter.
- d. For the purposes of calculating pro-rata Long Service Leave upon termination, an employee shall accrue an entitlement where they have completed at least 5 years continuous service with the same employer and have accrued Long Service Leave for that period of employment.

APPENDIX F – 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 (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 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.

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.