



GLASS

**VENTORA GLASS AUSTRALIA PTY LIMITED
QUEENSLAND
ENTERPRISE AGREEMENT 2024**

ABN 31 116 051 391

VENTORA GLASS QLD ENTERPRISE AGREEMENT 2024

1. TITLE

This Agreement will be known as the VENTORA Glass QLD Enterprise Agreement 2024.

2. ARRANGEMENT

1. Title
2. Arrangement
3. Commencement date and period of operation
4. Objective
5. Where and who the agreement covers
6. Who is bound by this agreement
7. Relationship to National Employment Standards (NES) and Awards
8. Types of Employees
9. Remuneration Increases
10. Hours of work
11. Meal breaks
12. Overtime
13. Leave
14. Public Holiday entitlement
15. Termination of employment
16. Interruption of work
17. Safety Footwear
18. Redundancy
19. Superannuation
20. Dispute resolution procedure/ Employee Representative & Training
21. Flexibility term
22. Consultation
23. Training
24. Discrimination provision
25. No further claims
26. Classifications and rates
27. Disciplinary procedure

3. COMMENCEMENT DATE and PERIOD OF OPERATION

The Agreement will come into effect seven days after an approval notice has been issued by the Fair Work Commission and remain in force until 1st August 2026.

4. OBJECTIVE

The objective of this agreement is to provide terms and conditions of employment that will encourage, recognise, and reward employee performance contributing to the attainment of VENTORA Glass Qld's customer service and other business goals.

5. WHERE AND WHO THE AGREEMENT COVERS

This Agreement applies to the employees of VENTORA Glass Australia Pty Limited located at the VENTORA Glass manufacturing operation 119, Burnside Road Yatala, Queensland employed in the production area of the manufacturing site.

6. WHO IS BOUND BY THIS AGREEMENT

This agreement is binding on:

- a) VENTORA Glass Australia Pty Limited (the company); in respect to its Queensland operation and;
- b) The employees of the company.

7. RELATIONSHIP TO THE NATIONAL EMPLOYMENT STANDARDS (NES) & AWARDS

This Agreement incorporates and applies in conjunction with the *Joinery and Building Trades Award 2020*, as varied from time to time.

- Where there is any inconsistency between the terms and conditions of this agreement and any provision of the award, the provisions of this agreement shall prevail to the extent of the inconsistency.

Additionally, if a term of this Agreement provides for an entitlement for an employee (the agreement entitlement) that is the same as an entitlement under the National Employment Standards (NES):

- Those terms operate parallel with the Employee's NES entitlement, but not so as to give the Employee a double benefit; and
- The provision of the National Employment Standards relating to the NES entitlement apply, as a minimum standard, to the Agreement entitlement.

This agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this agreement and the NES and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

In summary, the NES provide the following entitlements:

- An average of 38 ordinary hours of work per week.
- An employee with 12 month's service has the right to request a change in working arrangements in the following circumstances:

the employee is a parent, or has the responsibility for the care, of a child who is of school age or younger;

the employee is a carer (within the meaning of the Carer Recognition Act 2010);

the employee has a disability;

the employee is 55 or older;

the employee is experiencing violence from a member of the employee's family;

the employee provides care or support to a member of the employee's immediate family, or a member of the employee's household, who require care or support because the member is experiencing violence from the member's family; The employer can refuse the request only on reasonable business grounds.

- Up to 12 months' unpaid parental leave, with an employee right to request an extension for a further period of up to 12 months. The employer can refuse the request on reasonable business grounds.
- Four weeks' annual leave per annum with an additional week for certain continuous shift workers.
- Up to 10 days per annum paid personal/carer's leave.
- Up to two days' unpaid carer's leave per occasion for casuals and employees who have exhausted their paid carer's leave entitlements.
- Up to two days paid compassionate leave per occasion.
- Paid jury service leave and unpaid leave for eligible community service activities.
- Long service leave consistent with the relevant federal award provisions.
- Paid and unpaid Family and Domestic Violence Leave.
 - (1) An employee is entitled to 10 days of paid family and domestic violence leave in a 12 month period.
 - (2) Paid family and domestic violence leave:
 - (a) is available in full at the start of each 12 month period of the employee's employment; and
 - (b) does not accumulate from year to year; and
 - (c) is available in full to part-time and casual employees
- Public holidays.
- Superannuation (super) – employers must make contributions to eligible employees' super funds under super guarantee laws.

- Notice of termination and redundancy pay, subject to certain exclusions;
- The provision of a Fair Work Information Statement to new employees.
- The provision of a Casual Employment Information Statement to casual employees
- Casual conversion – the right for casual employees to become permanent employees.

8. TYPES OF EMPLOYEES

Employees under this Agreement may be employed in one of the categories described below.

8.1 Probationary Employee

- A probationary employee is a full-time or part-time employee who is engaged or employed for a period to determine the employee's suitability for ongoing employment;
- The employee will be advised in advance that the employment is probationary and of the duration of the probationary period, which will normally be 6 months duration. This probationary period may be shortened subject to a satisfactory outcome to a formal evaluation of both performance and relevant competencies. Any shortening of the probationary period must be approved by the General Manager.

8.2 Full-Time Employee

- These are employees who work 38 ordinary hours per week.

8.3 Part-Time Employee - A part time employee is an employee who:

- Agrees with the Company to work a predetermined and regular cycle of work which comprises a shorter period of work (but not less than 3 consecutive hours on any day or shift) than the period of time worked by full-time employees; and
- Receives on a pro-rata basis equivalent pay and conditions to those on full-time employees performing the same type of work.
- Such hours of work and start and finish times will be agreed in writing prior to the commencement of employment.
- An employee and the Company may, from time to time, agree to vary the hours and cycle of work.

8.4 Casual Employee

- The minimum hours of engagement on any day shall be 7.6 hours.
- A casual employee shall be paid at hourly rates which are 25% higher than the rates prescribed for full time employees. This loading is paid in compensation for the employee not having certain entitlements under the National Employment Standards (NES) and this Agreement as a result of being a casual employee. The casual loading constitutes part of the casual employees' all-purpose rate.
- Offers and requests for conversion from casual employment to full-time or

part-time employment are provided for in the National Employment Standards (NES).

8.5 Fixed Term Employees

- i. Where operational requirements, including identified long term employee absences, require additional coverage, the company may employ a person on a fixed term contract to cover that period of time. Such a fixed term contract shall include a probationary period.
- ii. An employee engaged on a fixed term or fixed task, will have his/her employment terminated at the completion of the fixed term/task.
- iii. Prior to commencement an employee shall be provided a copy of the Fixed Term Information Statement and advised by the employer in writing of their classification and the details of the total remuneration applicable to them.

8.6 Labor Hire Companies

- i. Nothing in this clause shall prevent the employer from engaging an employee either directly or via a labor hire company, for a specified period of time or for a specified task.

9. REMUNERATION INCREASES

The base wage rates specified in this agreement will be increased during the life of this agreement as follows: For clarity, the shift allowance is fixed for the duration of the agreement.

- 4.0% on or after the first full pay period 1st August 2024
- 4.0% on or after the first full pay period 1st August 2025
- 4.0% on or after the first full pay period 1st August 2026

10. HOURS OF WORK

10.1 Hours of Work and Continuous Shift Work

- i. Day work or day shift is work (other than overtime work) between the hours of 5.00am and 6.00pm
- ii. Early Afternoon shift means any shift finishing after 7:30pm and before 9pm.
- iii. Afternoon Shift means any shift finishing after 9.00pm and at or before 11pm.
- iv. Night Shift means any shift finishing subsequent to 11pm and at or before 7.00am.
- v. "Continuous work" means work carried on with consecutive shifts throughout the 24 hours of each of at least six consecutive days without interruption except during meal breaks, breakdowns, general overhaul, or stoppages due to causes beyond the control of the Company.
- vi. The ordinary hours for shift work may be arranged on any five, six or seven days of the week Monday to Sunday.

- vii. Ordinary hours performed by an employee on a Saturday and/or Sunday will be paid at a rate time and one half.
- viii. Ordinary day work, continuous and non-continuous shift work, may be worked in shifts of up to 12 hours duration.

10.2 Fixation and Change of Hours

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

10.3 Hours of work for shift workers

- i. The ordinary hours of work for shift workers shall not exceed an average of 38 per week, spread over a period of two, three or four weeks; or, in the case of continuous work, over such longer period as may be agreed between the Company and the employee.
- ii. Each shift within the hours prescribed in subclause 10.1(a) shall be of 7.6 to 12 hours' duration.
- iii. The Company shall prescribe a roster of shifts which shall provide:
 - For rotation; and
 - For not more than eight shifts, other than overtime shifts, to be worked by any employee during any nine consecutive days.

10.4 Shift Allowance

- i. The following shift allowance shall be paid in addition to the base wage rate:
 - Permanent early afternoon shift- 30%
 - Permanent afternoon shift – 30%
 - Permanent night shift – 30%
 - Rotating day/afternoon/night shift – 30%
 - Rotating day/afternoon shift – 30%

10.5 First Aid Allowance

- i. A first aid allowance of \$20.54 per week will be paid for all nominated and qualified first aid personnel.

10.6 Change of Working Periods

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

to afternoon shift or vice versa more than once in a working week.

11. MEAL BREAKS

The minimum time allowance for meals shall be 30 minutes to be taken as a 10-minute break in the pre meal period of the shift and 20 minutes for the meal break.

- i. No period of work shall exceed 5 hours without a break for meals, except by agreement, between the employer and the employee in the plant. Where this is agreed, an employee or employees may be required to work in excess of six hours at ordinary rate of pay without a meal break.
- ii. Where an employee is required to work during their usual meal period, they shall be paid one-half extra on the hourly rate of their weekly wage for the time so worked.
- iii. Continuous running is to be undertaken during meal breaks and, at the company's discretion, meal breaks are to be staggered to facilitate continuous running. This means that during the period of the breaks the company can arrange to run equipment with reduced personnel levels during that period only.

12. OVERTIME

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

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

- 12.1 First 2 hours at time and one half, then double time for the remaining hours worked on any given day. All overtime to be calculated at 15minute intervals.

Overtime is paid after the completion of ordinary hours on each day Monday to Friday and for all work performed on a Saturday and Sunday.

- 12.2 Overtime Work on a Saturday or a Sunday

- i. On Saturdays, time and a half will be paid for the first 2 hours worked. Double time will be paid thereafter. Double time will also be paid for all work done on a Sunday.
- ii. A shift worker on a shift being required to work overtime on a Saturday and shifts preceding Public Holiday immediately after the finishing time of their ordinary working hours which commenced on a Friday shall be paid overtime in accordance with the overtime rate applicable between Monday and Friday.
- iii. Shift allowances are not paid on overtime or where another penalty applies. In summary, there will be no double counting of a penalty.

- 12.3 Breaks between shifts

- i. An employee who has worked overtime shall be informed that they are entitled to and be granted a break of at least ten hours between the time of finishing work and the time when they next commence work, and no deductions shall be made from their pay because of any time lost by reason

of such break. Where the employee is required to work before they have completed the break of ten hours they shall be paid double time for all time worked until they have had a break of at least ten hours.

13. LEAVE

13.1 Annual leave

- i. Annual Leave is provided for by the National Employment Standard ("NES"). Annual leave will accrue at a rate of 4 weeks each year worked for all employees, other than employees who are rostered to work ordinary shifts on Sundays and Public holidays, who will accrue annual leave at a rate of 5 weeks for each year worked. Annual leave is cumulative.
- ii. Any requests for annual leave must be made by Employees to nominated representative of the Company at least 6 weeks in advance. The employer shall have the right to fix when annual leave is to be taken.
- iii. Each employee before going on leave shall be paid their wages for the period of leave unless alternative pay arrangements are agreed. The pay shall be at the base wage rate in which the employee was ordinarily employed immediately prior to the commencement of his/her leave. A wage shall not be so computed as to include overtime.
- iv. A 17.5% Annual Leave Loading or the shift loading that an employee is in receipt whichever is the higher of the two but not both will be paid when leave is taken. Where any holiday for which the employee is entitled to payment under this Agreement occurs during any period of leave taken by an employee under this subclause, the period of the leave shall be increased by one day in respect of that holiday.
- v. This clause does not apply to casual employees.

13.2 Payment in lieu of leave

- i. By agreement a payment in lieu of annual leave will be able to be made provided the employee is left with an available entitlement of not less than 4 weeks annual leave and that not more than 2 weeks leave is paid out in any single year.
- ii. Any request for payment in lieu of annual leave must be in writing on each occasion such request is sought.
- iii. Annual leave paid out in accordance with the terms of this clause will be inclusive of annual leave loading.

13.3 Payment for leave on Termination of Employment

- i. If an employee's employment is terminated the employer must pay the employee all annual leave entitlements owed including leave loading. Where periods of leave, which have accrued and do not equate to one year's entitlement, a pro rata payment shall be made to the employee.

13.4 Long service leave

- i. Employees are entitled to long service leave in accordance with the National Employment Standards (NES) which refers LSL for Queensland employees to

the *Industrial Relations Act, 2016*.

13.5 Personal/Carers Leave

- i. Personal/Carers Leave is provided for by the National Employment Standard ("NES"). An employee shall not be entitled to paid sick leave for any period of which the employee is entitled to workers compensation.
- ii. Employees are entitled to 10 days of 7.6 hours each sick/family leave per year. In addition, where all family leave has been exhausted, the employee is entitled to 2 days unpaid carers leave on each occasion.
- iii. Employees must provide evidence of their absence that would satisfy a reasonable person for example a certificate from a registered health practitioner or a statutory declaration if it is not reasonably practicable to provide a medical certificate must be given for an employee to be entitled to be paid personal and or carers leave.
- iv. Five (5) single day absence per leave/year will be allowed without documentary evidence as described above, being provided to the employer for payment of personal/carers/sick leave. An employee taking any further single day absences must provide the documentary evidence as set out above.
- v. The employee is expected to notify their Manager (either in person or telephone call/voicemail message) before the start of the shift, unless it is not reasonably practicable to do so, of the employee's absence or inability to attend work because of injury or illness. As far as practicable, the employee shall state the nature of the injury or illness and the estimated duration of the absence. Notwithstanding the above, it is accepted that notification may be after the leave has commenced.
- vi. Where the employee has responsibilities in relation to either members of the immediate family or their household, who need their care and support shall be entitled to use their sick leave entitlement to provide care and support for such persons when they are ill. Immediate Family is defined as "(a) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or (b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee. Spouse in the above definition also includes a former spouse.

Evidence that would satisfy a reasonable person must be produced in support of the illness of the person concerned.
- vii. This clause does not apply to a casual employee.

13.6 Bereavement Leave/Compassionate Leave

- i. Such leave will be in accordance with the National Employment Standards (NES). In summary; An employee is entitled to 2 days Compassionate Leave for each occasion when a member of the employees immediate family, or a member of the employees household:
 - a. Contracts or develops a personal illness that poses a serious threat to his or her life; or

- b. Sustains a personal injury that poses a serious threat to his or her life;
or
- c. Dies; or
- d. a child is born stillborn, where the child would have been a member of the employees immediate family, or a member of the employees household, if the child had been born alive; or
- e. the employee, or the employees spouse or de-facto partner has a miscarriage.

An employees immediate family includes:

- a. a spouse, de-facto partner, child, step-child, parent, grandparent, grandchild or sibling of the employee; or
- b. a child, step-child, parent, grandparent or sibling of a spouse or de-facto partner of the employee.
- c. Spouse, in the above definition also includes a former spouse.

An employee shall, on the death or serious threat to life, to immediate family the employee, be entitled to leave up to and including the funeral of such relative. Such leave shall, for a period not exceeding 2 days, be without loss of any ordinary pay which the employee would have earned if he/she had not been on such leave.

- ii. The right to such leave shall be dependent on compliance with the following conditions:
 - the employee shall give the employer notice of his/her intention to take such leave as soon as reasonably practicable after the death of such relation;
 - the employee shall furnish proof of such death or serious threat to life to the satisfaction of the employer;
 - the employee shall not be entitled to leave under this clause during any period in respect of which he/she has been granted any other leave.
- iii. In accordance with the National Employment Standards (NES), an employee shall not be limited to two days paid leave on each occasion where a death of a family member occurs outside of Australia. The employee must provide satisfactory evidence of the death outside of Australia of an employee's husband, wife, father or mother where the employee travels outside of Australia to attend the funeral.

13.7 Paid Family & Domestic Violence Leave

- i. Family & Domestic Violence Leave will be as per the National Employment Standards ("NES").

13.8 Jury /Community Service Leave

- i. Jury or community service leave is provided for by the National Employment Standard ("NES").

- ii. Where a Permanent Employee is required to attend for jury service during their ordinary working hours they shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount he/she would have received in respect of the time he/she would have worked had he/she not been on jury service.
- iii. The employee shall notify their employer as soon as possible of the date upon which he/she is required to attend for jury service. Further the employee shall give the employer proof of attendance, the duration of such attendance and the amount received in respect of such jury service.
- iv. Other community service leave is unpaid.

13.9 Parental Leave & Requests for Flexible Working Arrangements

- i. Parental Leave is provided for by the National Employment Standard ("NES"). Parental leave (Maternity, paternity or adoption leave) is unpaid leave and, along with requests for flexible working arrangements, will be applied in accordance with the National Employment Standards (NES).
- ii. Further, an Employee is entitled to the right to request flexible working arrangements in accordance with the provisions of the National Employment Standards (NES).

14. PUBLIC HOLIDAY ENTITLEMENT

Public Holidays are provided for by the National Employment Standard ("NES"). The following days are recognized as Public Holidays by this Agreement:

New Year's Day, Australia Day, Good Friday, Easter Monday, Christmas Day and Boxing Day; Anzac Day, Queen's Birthday, Labor Day and any additional day that is declared a public holiday in Queensland or a local day observed in substitution.

Employees will be required to make themselves available if deemed to be a workday by the employer and work on nominated Public Holidays and will be paid a total rate of double time and a half. Where an employee is not required to work on the day he/she will not have any deduction from the normal ordinary weekly pay.

14.1 Substitution for Public Holidays

- i. The employer, with the agreement of the employee covered by this Agreement, may substitute another day for any public holidays prescribed in this clause, or have added an additional day to their annual leave accrual.

14.2 Absence from Employment

- i. Where an employee is absent from his or her employment on the working day before or the working day after a public holiday without the consent of the employer, the employee shall not be entitled to personal leave payment for such working day unless the employee meets the requirements of proof and notification (see Clause 13.5 Personal/Carers' Leave).
- ii. When employees are absent from their employment for a period exceeding twenty-one (21) consecutive days with the consent of the employer, or through an injury in respect of which they are paid Workers' Compensation

under the appropriate State Act, they shall not be entitled to payment for any public holidays occurring during any period of absence which exceeds twenty-one (21) consecutive days. This provision shall not apply where the absence is due to personal ill-health, or to personal injury in respect of which they are not paid Workers' Compensation under the appropriate State Act.

15. TERMINATION OF EMPLOYMENT

- 15.1 Termination is provided for by the National Employment Standard ("NES"). The employer or employee may terminate employment by giving the following notice of termination:

Period of Service	Notice Period
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 week
Over 3 years and up to the completion of 5 years	3 week
Over 5 years.....	4 week

- 15.2 In addition to the notice set out in 15.1 above, employees over 45 years of age at the time of giving the notice with not less than two years continuous service, shall be entitled to an additional week's notice.
- 15.3 Where the employer gives notice, it shall be in writing and payment may be made in lieu.
- 15.4 The Company may dismiss an Employee without notice for serious misconduct; in accordance with a situation as described at s123 of the Fair Work Act 2009
- 15.5 A Casual Employee may be dismissed on one day's notice.
- 15.6 An employee will be deemed to have abandoned his/her employment if no notification has been received from an employee within 3 days of him/her becoming absent, except in extenuating circumstances. Under such circumstances termination of employment will be in accordance with the notice provisions in cause 15.1 and/or 15.2 of this clause.

16. INTERRUPTION OF WORK

- 16.1 Where practicable, when a stoppage occurs due to a machine breakdown or other cause for which the employer cannot be held responsible, the Company will offer alternative work, access to accrued leave or alternatively, if the employee chooses to refuse these options, leave without pay.
- 16.2 In the event of work being temporarily stopped by a breakdown of machinery, or by any cause for which the employer cannot be held responsible, and the employee having lost at least two days' pay, the employee, may inform the employer of their intention to terminate their employment. Where upon the employment shall be terminated without the employee being required to give the appropriate notice, he/she shall be paid such money as is due to him/her under this Agreement.

17. SAFETY FOOTWEAR

Safety footwear will be provided by the Company for all permanent employees from the Companies approved PPE supplier. Safety footwear will be replaced on a reasonable fair wear and tear basis.

18. REDUNDANCY

- 18.1 In the event that an Employee is made redundant by the Company, in addition to the applicable notice of termination or payment in lieu, the Employee will receive severance benefits as follows:
- i. For service of less than one year nothing is payable. For service of one year but less than two years, four weeks' pay; thereafter an additional two weeks of base salary, per complete year of service up to a maximum of 16 weeks' pay. This shall be pro rata for any incomplete years of service.
 - ii. Outplacement assistance will be offered.
- 18.2 Should an alternative position be available to an employee whose position has been declared redundant, but that alternative position attracts a lower base rate of pay, the employee shall be entitled to the same period of notice of transfer as he or she would have been entitled to if his/her employment had been terminated. The employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former base rate of pay and the new lower base rate of pay for the number of weeks' notice still owing.

19. SUPERANNUATION

- 19.1 Employer funded superannuation contributions in accordance with SGC legislation, shall be paid on base rate on behalf of the Employees into an agreed complying Superannuation Fund which provides a Mysuper product.
- 19.2 The employee may elect to sacrifice some of his/her base earnings to the Superannuation Fund, limited only by the Aged Based Contribution Limits as established from time to time by legislation. Such contributions shall be made out of pre-tax earnings. The contributions shall not impact the base rate for all purposes.

20. DISPUTE RESOLUTION PROCEDURE

- 20.1 This procedure in its entirety shall be observed in the resolution of grievances' and in the settling of disputes that arise between the parties in relation to this agreement or the NES, except where a genuine safety issue is involved, work will continue normally without interruption and without prejudice to final settlement.
- i. Step 1
 - Any employee who has a grievance on any issue should try to resolve the issue with their supervisor while the other employees in the department continue working. If the matter is not settled, then:
 - ii. Step 2

- The issue will be referred to the site Manager for resolution. If the matter is not settled, then:

iii. Step 3

- In the event that a grievance or issue is not able to be resolved in accordance with this procedure up to and including step 2 the matter may be referred to FWC or another nominated independent party for conciliation.
- It is an employees' right to be represented by whomever they choose, at all stages of the dispute resolution process outlined in this clause.

20.2 Employee Representative & Training

- The Company recognises the right of employees to choose whether they will be represented and if so by whom. A representative nominated or elected by an employee or group of employees shall be recognised as the representative of the employee or employees, as the case may be for the purpose of discussion and/or dispute resolution.
- An eligible employee representative who will be involved in dispute resolution may arrange for suitable training and apply in writing with a minimum of five weeks' notice (or less amount by agreement) for up to seven days leave per eligible employee over the life of this agreement with pay each calendar year, non-cumulative. The maximum leave in any year of this agreement shall be five days.
- The notice to the employer must include details of the type, content and duration of the course to be attended. The employer must have a reasonable opportunity to consult with the eligible employee representative and/or the training provider regarding the training.
- Leave of absence granted pursuant to this clause will count as service for all purposes.
- The time of taking leave will be arranged so as to minimise any adverse effect on the employer's operations.
- For the purpose of detailing the entitlement of employee representatives to dispute resolution procedure training leave, an eligible employee representative is an employee who is a delegate, or an employee representative duly elected or appointed by the employees in an enterprise or workplace generally or collectively for all or part of an enterprise or workplace for the purpose of representing those employees in the dispute resolution procedure.

21. FLEXIBILITY TERM

21.1 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:

- the agreement deals with 1 or more of the following matters:

- arrangements about when work is performed;
 - overtime rates;
 - penalty rates;
 - allowances;
 - leave loading; and
- ii. the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (i); and
 - iii. the arrangement is genuinely agreed to by the employer and employee.
- 21.2 The employer must ensure that the terms of the individual flexibility arrangement:
- i. are about permitted matters under section 172 of the Fair Work Act 2009; and
 - ii. are not unlawful terms under section 194 of the Fair Work Act 2009; and
 - iii. result in the employee being better off overall than the employee would be if no arrangement was made.
- 21.3 The employer must ensure that the individual flexibility arrangement:
- i. is in writing; and
 - ii. includes the name of the employer and employee; and
 - iii. 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
 - iv. includes details of:
 - the terms of the enterprise agreement that will be varied by the arrangement; and
 - how the arrangement will vary the effect of the terms; and
 - 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
 - states the day on which the arrangement commences.
- 21.4 The employer must give the employee a copy of the individual flexibility agreement within 14 days after it is agreed to.
- 21.5 The employer or employee may terminate the individual flexibility agreement:
- i. by giving no more than 28 days written notice to the other party to the arrangement; or
 - ii. if the employer and employee agree in writing, at any time.

22. CONSULTATION

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

work of employees.

- 22.2 Major change - For a major change referred to in paragraph 22(i):
- i. the employer must notify the relevant employees and for employees who are members of a union, their union, of the decision to introduce the major change; and
 - ii. subclauses 22.3 to 22.9 apply.
- 22.3 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 22.4 If:
- i. a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - ii. the employee or employees advise the employer of the identity of the representative.
 - iii. the employer must recognise the representative.
- 22.5 As soon as practicable after making its decision, the employer must:
- i. discuss with the relevant employees and their union for union members:
 - the introduction of the change; and
 - the effect the change is likely to have on the employees; and
 - measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
 - ii. for the purposes of the discussion—provide, in writing, to the relevant employees:
 - all relevant information about the change including the nature of the change proposed; and
 - information about the expected effects of the change on the employees; and
 - any other matters likely to affect the employees.
- 22.6 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 22.7 The employer must give prompt and genuine consideration to matters raised - about the major change by the relevant employees.
- 22.8 If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph 22.2(i) and subclauses 22.3 and 22.5 are taken not to apply.
- 22.9 In this term, a major change is **likely to have a significant effect on employees** if it results in:
- i. the termination of the employment of employees; or
 - ii. major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or

- iii. the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- iv. the alteration of hours of work; or
- v. the need to retrain employees; or
- vi. the need to relocate employees to another workplace; or
- vii. the restructuring of jobs.

22.10 Change to regular roster or ordinary hours of work

- i. For a change referred to in paragraph 22.1(ii):
- ii. the employer must notify the relevant employees of the proposed change; and
- iii. subclauses 22.11 to 22.15 apply.

22.11 The relevant employees may appoint a representative for the purposes of the procedures in this term, if:

- i. a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- ii. the employee or employees advise the employer of the identity of the representative.
- iii. the employer must recognise the representative.

22.12 As soon as practicable after proposing to introduce the change, the employer must:

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

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

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

22.15 In this term, relevant employees means the employees who may be affected by a change referred to in subclause 22.1.

23. TRAINING

Training shall be conducted without loss of ordinary earnings. Where training is conducted outside of ordinary hours it shall be paid for at single time.

24. DISCRIMINATION PROVISION

The parties to this Agreement agree that:

- 24.1 It is their intention to achieve the principal object of the Workplace Relations Act 1996, which is to respect and value the diversity of the workforce by helping to prevent and eliminate discrimination at their enterprise on the basis of race, sex, sexual preference age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, national extraction or social origin; and
- 24.2 any dispute concerning these provisions and their operation will be progressed initially under the dispute resolution procedure in this Agreement; and
- 24.3 in these provisions allows any treatment that would otherwise be prohibited by anti- discrimination provisions in applicable legislation.

25. NO FURTHER CLAIMS

All parties agree that during the term of this Agreement, there will not be any claims imposed upon VENTORA Glass Qld or its employees, for improvements to wages and conditions outside of this agreement. Employees can progress through the levels when they have obtained and demonstrated the skills as specified in clause 26, Definitions.

26. CLASSIFICATIONS AND RATES

Classification	Hourly Rate 2024 (4%)	Hourly Rate 2025 (4%)	Hourly Rate 2026 (4%)
Safety/Induction	\$28.12	\$29.25	\$30.42
Skill Level 1	\$29.76	\$30.95	\$32.19
Skill Level 2	\$30.45	\$31.67	\$32.93
Skill Level 3	\$31.00	\$32.24	\$33.52
Skill Level 4	\$31.54	\$32.80	\$34.12
Supervisor Level	\$34.93	\$36.33	\$37.78

- 26.1 These rates are the minimum rates applicable, they will be increased by the dollar amounts specified in clause 9 of this agreement for 2024, 2025 and 2026. Employees paid above the minimum classification rates will still have any

increases applied by way of review from the General Manager but in all circumstances, their rate shall not be less than the relevant rate above and subsequent increases applied in this agreement.

26.2 A review of skills and levels will be undertaken on a 6 monthly basis.

26.3 No employee will incur a loss of pay due to the signing of this agreement.

26.4 First Aid Allowance

A flat allowance of \$20.54 per week will be paid to all nominated First Aiders.

Definitions

26.5 Safety/Induction Level

New employees in the organization will be required to undergo a probationary induction period of up to six months on this level. During this period employees will work under close supervision and be provided with properly structured and regulated training, including education in the knowledge of glass, safe handling procedures, and general workplace health and safety issues.

Employees will need to demonstrate competencies in the basic skills at this level before gaining payment for higher skill levels.

At this level employees will need to safely and efficiently perform the following work as well as demonstrate knowledge and understanding in the following areas:

- General maintaining and upkeep of good housekeeping of factory premises and buildings (other than machinery and equipment which is actually operating) using where necessary common cleaning aids such as brooms, detergents, industrial cleaners and polishers.
- Identification of various types of glass by thickness, color and type.
- Basic dimensional checks, quality inspections, detection and recognition of various faults (including surface scratches).
- Demonstrating understanding of the Job Orders in relation to size, shape, edge ID, description, substance, patterns, stamp position, etc.

It is expected that employees will:

- Train and work in accordance with the Standard Operating Procedures and Work Instructions for factory equipment and processes identified at this level in the area that is being worked in.
- Train in basic Glass Handling in the area in which they are working.

26.6 Skill Level 1

Employees at this skill level must have achieved the Safety/Induction Level competency and ***MUST*** attain the following competencies:

- Glass handling
- Glass tracking (AF Overview-Loading)
- GPS. Order & Prod - Delivery Noting & Delivery List
- Glass Identification

- Product knowledge
- Glass quality
- Understand GPS ident for scanning complete work and remake

At this level employees will need to safely and efficiently perform work as well as demonstrate knowledge and understanding in at least one of the following areas and Perform Routine & Preventative Equipment Maintenance.

- Glass packing within the despatch department
- Unloading at the furnace
- Glass Truck driver

26.7 Skill Level 2

Employees at this skill level must have achieved the Skill Level 1 competency and **MUST** attain the following competencies:

- Gps Prod - Prod Monitor
- Competent in machinery operation/software
- Basic understanding Shapes and Drawings

At this level employees will need to safely and efficiently perform work as well as demonstrate knowledge and understanding in at least one of the following areas and Perform Routine & Preventative Equipment Maintenance.

- Manual cutting & Lam cutting
- Manual polishing & bevelling & VHW & arrising & manual stamping
- Paintline & Nano & Plastic Wrap
- Crane operations
- Unloading at buffer unload & ASM

26.8 Skill Level 3

Employees at this skill level must have achieved the Skill Level 2 competency and **MUST** attain the following competencies:

- Understanding of CAD/technical drawing
- Advanced knowledge of machinery operation/software

Note, all operators at this skill level should be competent at using the appropriate production reports in the Production Management System associated with that task.

At this level employees will need to safely and efficiently perform work as well as demonstrate knowledge and understanding in at least one of the following areas and Perform Routine & Preventative Equipment Maintenance.

- Automatic cutting (Autofab) & PKL & KSR/KSV & ASM
- CMS horizontal & vertical & FC1250
- Busetti & ASM
- IGU Line

26.9 Skill Level 4

Employees at this skill level must have achieved the Skill Level 3 competency and **MUST** attain the following competency:

- AS/NZS2208 Glass Toughening Standard

At this level employees will need to safely and efficiently perform work as well as demonstrate knowledge and understanding in at least one of the following areas and Perform Routine & Preventative Equipment Maintenance.

- Operate toughening furnace, ASM & Heat Soak
- Forvet Line & ASM

26.10 Supervisor Level

Employees at this skill level must have achieved the Skill Level 4 competency and will need to attain competencies in all of the skills detailed in this level before gaining payment for this. Employees of this skill level will need to be able to demonstrate a broad range of knowledge on the operation and activities of the organization.

A Supervisor Level worker shall be responsible for assisting the co-ordination of team activities in relation to the following:-

- Safe Operation, prevention of injuries, reduction of safety costs and lost time.
- Manpower planning and creating flexibility within the team as well as ability to handle short term activities whenever necessary to ensure minimum disruption to production caused by various events.
- Carrying out welfare check discussions.
- Communication, motivation, and problem solving.
- Best practices are achieved, and customer requirements are met.
- Continual improvement and elimination of waste and housekeeping standards.
- Most efficient utilization of process equipment.
- Reducing overtime costs through productivity improvements and minimizing down time.
- Assist with induction and skills training programs.
- Create programming for CNC machine.
- Set, program, and operate CNC machine.
- Create CAD drawings.

It is a requirement for a Supervisor Level worker to undergo specific training in Workplace Health & Safety and Leadership to ensure that they acquire the necessary skills to assist their Teams effectively.

VENTORA Glass training matrix will be made available for all personnel, detailing related documentation for each skill level requirement.

25.9 Responsibilities of all employees

Where necessary and employees have the required skills, they may be asked to carry out duties different to those normally covered by their classification in response to Company operational requirements.

All employees have a responsibility to observe the Company's WHS policies and procedures. They have a responsibility to work in a safe manner and advise their supervisor of any potential safety or health situations as they arise. Any breaches of the Company's WHS policies and procedures will be dealt with through the Disciplinary Procedure.

27. DISCIPLINARY PROCEDURE

The employer has the rights to set standards behavior for employees.

Employees have the right to know:

- What is expected of them.
- If they are meeting expectations.
- Given an opportunity to improve performance.

Supervisors and managers are responsible for:

- Setting the standards of behavior.
- Ensuring the standards are enforced.

If an employee is found in breach of Company policy or procedure, or failing to meet performance standards, the following Disciplinary Process will be followed at VENTORA Glass.

27.1 First written warning

The aim is to help the employee. The standard of behavior will be explained and why it is important. The consequences of further failure to meet the standard will be explained to the employee.

The employee will be counselled through record of discussions and/or welfare checks by his or her direct supervisor or the Plant Manager or his/her assignee. The employee will receive a copy of the warning with a copy placed on their personal file.

If no improvement is forthcoming, a first written warning may be issued.

The employee may request a witness to be present during the counselling.

27.2 Second written warning

If the first warning has failed to raise the employee's performance to the expected standard or has not resulted in a change in behavior a second warning will be issued. This warning will be written. The employee will be advised of the nature of the problem; the objectives and performance standards required; and the consequences of continued failure to meet those standards.

This again will be a counselling session followed with a written summary of the counselling. The employee will receive a copy of the warning with a copy placed on their personal file.

The employee may request a witness to be present during the counselling.

27.3 Third and final written warning

If the employee still fails to meet the objectives and standards described in the second warning, a third and final warning will be issued. This warning will be written.

This warning will be worded strongly and clearly and refer to the previous warnings received. It will state that if the required standards are not met within a specified period the employee will be dismissed. Again, a copy will be placed on the employee's personal file.

27.4 Dismissal

If the situation does not improve as required in the third and final warning, the employee's employment with the Company will be terminated. The employee will be notified in writing and notice provisions will be observed.

27.5 Serious Misconduct (without notice)

An employee may be dismissed without notice if there is a serious breach of behavior. Examples of serious breaches of behavior may include, but are not limited to:

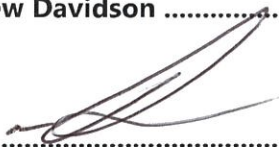
-
- Breach of code of conduct
- Bullying and Harassment
- Verbal or Physical violence or bullying
- Willful damage to property
- Theft or fraud
- Consumption of alcoholic beverages on company premises
- Deliberate acts of unlawful discrimination or harassment.
- Possession or being under the influence of illegal drugs at work.
- Breach of health and safety rules that endangers the lives of, or may cause serious injury to employees or any other person.
- Proven sexual harassment.

In instances that warrant summary dismissal, wages shall be paid up to the time of dismissal only.

28. SIGNATURES

PARTY VENTORA Glass Qld Pty Limited

NAME Matthew Davidson


SIGNATURE 

DATE 4/11/24

AUTHORITY TO SIGN GENERAL MANAGER – VENTORA GLASS QLD.....

PARTY Employee Representative

NAME Scott Chrystal

SIGNATURE 

DATE 6-11-24

AUTHORITY TO SIGN Electrician