

APPLICATION OF AGREEMENT

1. <u>TITLE</u>

This Agreement shall be known as the

VOLGREN AUSTRALIA PTY LTD MALAGA ENTERPRISE AGREEMENT 2024 and is intended to be approved as an Enterprise Agreement under the Fair Work Act 2009.

2. **ARRANGEMENT**

This Agreement is arranged as follows:

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3. <u>APPLICATION OF AGREEMENT</u>

- 3.1. This Agreement shall apply to all employees of VOLGREN AUSTRALIA PTY LTD engaged at the company's workplaces at:
 - (a) 47 Beringarra Ave; Malaga WA, 6090
 - (b) 59 Beringarra Ave; Malaga WA, 6090
 - (c) 43 Beringarra Ave; Malaga WA, 6090 and
 - (d) any additional new facilities commenced in WA

who are engaged in a classification of work, which falls within the classification structure specified in the *Manufacturing and Associated Industries and Occupation Award 2020* (**Award**), as amended from time to time. This Agreement supersedes all previous agreements.



4. PARTIES BOUND/COVERED

This Agreement shall be binding on and or cover the following:

- (a) Volgren Australia Pty Ltd (who for the rest of this document will be called the **Company**); and
- (b) all employees of the Company who are engaged in any of the classifications as specified in clause 3 above.

5. PERIOD OF OPERATION

This Agreement shall commence to operate seven days after the date of approval by the Fair Work Commission. The nominal expiry date of this Agreement is 30 June 2027.

6. INCORPORATION OF AWARD TERMS

- 6.1. This Agreement incorporates the terms of the Manufacturing and Associated Industries and Occupation Award 2020 as varied from time to time.
- 6.2. Where there is any inconsistency between a term in this Agreement and a term in the Award, the term in this Agreement shall take precedence to the extent of the inconsistency.
- 6.3. In incorporating Award terms into this Agreement, they are to be read as altered to incorporate necessary changes resulting from them being provisions of an agreement rather than provisions of an award. For example, the words "this award" would become "this Agreement".

7. MEASURES TO ACHIEVE GAINS IN PRODUCTIVITY, EFFICIENCY AND FLEXIBILITY

- 7.1. This Agreement is based on a commitment to the active review and implementation of opportunities to improve the Company's competitive nature both domestically and internationally. The aim is to achieve this through the improvements of safety, quality, cycle time, productivity, cost effectiveness, overall efficiency and the reduction of waste.
- 7.2. This in turn will create long term job security and a working environment which is able to respond to changing business needs and competitive pressures on the Company, and accommodate the personal needs, individual responsibilities and ambitions of all employees. All employees are committed to improving performance in safety, absenteeism, quality and days late. The Operations team will be the instrument for monitoring, planning and recommending improvement activities that will improve performance. The Company sets Companywide KPI's each year, monitors and communicates the results monthly. The Company's long-term targets are for Zero harm, Zero Customer defects and Zero Days late.
- 7.3. This clause 7 is subject to the Marcopolo Australia Passion for Excellence (MAPE) Policy, as amended from time to time. The MAPE Policy current at the date of this Agreement is annexed to this Agreement at Appendix C. In future, the Company may consider any other reasonable incentive scheme that rewards and encourages the workforce in improving



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performance. Such a scheme will be outside the Agreement and negotiated through a Consultative Committee and the Management Team.

- 7.4. All employees are committed to the following principles of process improvement:
 - a. Continuous productivity improvement through the elimination of waste and achieving better workflow will be the normal way we work. All employees will be encouraged to suggest additional individual improvements wherever possible.
 - b. Each employee will take responsibility for the production process, provided it is within his/her level of skill and competence.
 - c. The parties agree to co-operate in providing flexible and imaginative solutions to work practices.
 - d. A shared commitment to increase skills and training, including broad skills to adapt to change, solve problems, reduce hierarchy and promote teamwork and flexibility, within the whole process.
 - e. The Company is committed to continuous investment in new technology, research and development, skill enhancement, training and career development.

7.5. **Employee engagement**

- (a) It is understood and accepted that competition in the Australian bus market has increased significantly and is expected to continue to increase due to rising volumes of cheap imports and the strengthening of local competitors through international acquisitions.
- (b) We (the parties to this Agreement) confirm that we are committed to supporting these initiatives:
 - We will participate in and contribute to improvement teams as and when they are formed.
 - We will put forward ideas to improve productive efficiency and assist with the trial of these ideas and provision of feedback.
 - Through consultation we will agree on an employee engagement measure, we will
 participate in regular surveys to measure employee engagement, and we will work on
 ideas to improve employee engagement.
 - o Together we will take the necessary steps to:
 - Improve safety as measured by reducing the number of LTIs per million hours worked.
 - Improve quality as measured by reducing the number of faults at customer inspection.
 - Improve on time delivery as measured by reducing WIP days late.
 - Improve costs as measured by reducing hours per bus.

8. CONSULTATIVE COMMITTEE

A Consultative Committee consisting of Company representatives and the employee representatives is in place and will meet on a regular basis to monitor the success of this Agreement. The role of the Consultative Committee shall be to review, assess, gather information and aim to achieve continued improvement and customer satisfaction.



9. NATIONAL EMPLOYMENT STANDARDS

This Agreement shall not operate so as to cause an employee to suffer a reduction in ordinary time earnings or in National Employment Standards (**NES**) (as referred to in clause 31 of this Agreement).

10. WAGE INCREASES

- 10.1. As the parties are fully committed to implementing the terms of this Agreement the following wage increase will take effect from the first full pay period to commence on or after the following dates specified in sub-clause 10.2.
- 10.2. The following increases to updated rates of pay will apply. The updated rates are specified in Appendix A of this Agreement.

Operative Dates – from the first pay period to commence on or after -	Wage Increases
1 July 2024	5.5%
1 July 2025	3.5%
1 July 2026	3.0%

- 10.3. The increases specified in 10.2 will also apply to the allowances provided for in clause 14 of this Agreement.
- 10.4. All current employees will be regarded as belonging to the classification appropriate to their current rate of pay. New employees will be paid the rate appropriate to their classification.

11. PROTECTIVE CLOTHING

- 11.1. The Company has agreed to provide all employees with appropriate protective clothing one month after commencement of duty. Replacement will occur on an as-necessary basis.
- 11.2. The Company will provide work appropriate PPE including shirts, pants and any one of the required jacket or jumper ordered through the national supplier.
- 11.3. The Company will pay an allowance per week to cover the costs of laundering PPE garments. The allowances are listed in **Appendix B**.
- 11.4. The Company will reimburse the cost of one pair of safety boots per employee per year on presentation of purchase receipt. Boot allowance is listed in **Appendix B**.

11.5. Prescription safety glasses

(a) The Company will provide an approved set of prescription safety glasses, replacement as required when prescription lenses are damaged while working. When lenses are damaged at work, the incident must be reported to the Supervisor within 2 hours, and the incident



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must be investigated as part of the OH&S procedures. When lenses are exposed to wear and tear the Operations Manager must approve the claim.

(b) Safety glasses are to be obtained from the Optician arranged by the Company, being the supplier where the Company has set up an account with no upfront fee to be paid by the employee. The information about the "store" and the "location" will be discussed with the Consultative Committee.

12. PROVISION OF FACILITIES

The Company, for the use of the employees shall:

- (i) Supply boiling water, coffee, tea, sugar, drinking chocolate and milk at meal times;
- (ii) Supply in each workshop, wholesome cool, drinking water from bubble taps or other suitable drinking fountains;
- (iii) In each workshop, and at other places where employees are regularly employed, provide and continually maintain at a place or places reasonably accessible to all employees an efficient first-aid outfit, including a stretcher suitable for the carriage of injured persons;
- (iv) Provide proper and sufficient sanitary conveniences;
- (v) Provide proper and sufficient washing facilities;
- (vi) Provide at some reasonably convenient place on his premises a suitable locker for each employee or hanging facilities which afford reasonable protection for employee's clothes;
- (vii) Provide adequate ventilation in workshops and facilities for the free circulation of air.

13. TRANSIENT HEAT

- 13.1 When the temperature reaches 34 degrees Celsius cold drinks will be supplied.
- 13.1. When the temperature reaches 36 degrees Celsius a 10-minute break will be taken each hour after the first 10-minute break without loss of pay.
- 13.2. When the temperature reaches 38 degrees Celsius a 15-minute break will be taken each hour after the last break without loss of pay.
- 13.3. If a break is within 30 minutes of normal finish times, the normal finish time will be brought forward 10 minutes without loss of pay.
- 13.4. When the temperature reaches 40 degrees or above Celsius the finish time will be brought forward by 2 hours without loss of pay.
- 13.5. For the purpose of giving effect to this clause, the official temperature will be taken as the temperature recorded at Perth Airport on the Bureau of Meteorology website and on hot days will be checked every half hour by the administration staff or a Team Leader.



14. ALLOWANCES

14.1. Allowance Increases.

Allowances specified in this Agreement shall increase by same percentage and at the same time as the specified wage increases specified in sub-clause 10.2 of this Agreement. All allowances and increases are summarised in **Appendix B.**

14.2. First Aid Allowance

An allowance per week (refer to rate table in Appendix B) shall be paid to employees with first aid responsibility and where (first aid level 2) satisfactory qualifications are held. First aid responsibility is to be reviewed annually by the Safety Co-Ordinator and Operations Manager to ensure enough staff are trained to cover all areas of the business.

14.3. Tool Allowance

Employees who are required by the Company to provide his/her own tools shall be paid an allowance per week (refer to rate table in Appendix B) for supplying and maintaining tools ordinarily required in the performance of his/her work, providing the listed tools are purchased by the employees and are kept in good working order. The listed tools will be hand tools used by the employee in the performance of his/her work and will exclude tools requiring calibration such as torque guns.

14.4. Meal Allowance

- (a) A meal allowance (refer to table in Appendix B) is paid to an employee who is required by the Company to work 2 or more hours overtime per day. This can be 2 hours or more after shift, or a combination of 1 hour before shift and 1 hour or more after shift.
- (b) Meal Allowance is not paid on deemed overtime (e.g. working on an RDO, Saturdays, Sundays and public holidays), but is paid if the employee is required by the Company to work 10 hours or more on one of those days.

15. PERSONAL LEAVE

- 15.1. Other than the provisions set out in this clause, the provisions relating to personal/carer's leave and how and when it is to be taken will be in accordance with the National Employment Standards (NES) and the incorporated Award.
- 15.2. An employee shall not be entitled to paid personal/carer's leave where two or more consecutive days are taken unless he/she produces to the Company proof according to the provisions of the NES such as a certificate from a qualified medical practitioner to the effect that he/she is unfit for duty. This provision shall also apply to absences, before or after a public holiday, weekend or RDO where reasonable proof must be provided for an employee to become entitled to paid personal leave.

15.3. **Payout Of Personal/Carers Leave**

- (a) The Company agrees to the partial annual payout of any unused personal/carers leave accrued from 01 July 2009 on a voluntary basis in accordance with the relevant Fair Work Act requirements. This includes that an employee is not eligible to have his/her personal leave cashed out if the cashing out would result in the employee's remaining accrued entitlement to paid personal leave being less than 15 days.
- (b) All cashing out of a particular amount of paid personal/carer's leave must be by separate agreement in writing between the Company and the employee. Accordingly, employees will



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- need to formally make a request for cashing out personal/carer's leave by completing a payout form.
- (c) Employees who have been absent with unauthorized unpaid leave for any reason during the year will not be entitled to payout. All parties agree that unpaid personal leave cannot be taken unless all other accrued paid sick leave is exhausted.
- (d) Payments will be made in the last pay week in July each year at the prevailing rate specified in this Agreement.
- (e) Employees need to appreciate that the cashing out of accrued personal/carer's leave will reduce the balance of their entitlement, subject to the required bank under the Fair Work Act being retained.
- (f) All Parties agree that the cashing out leave payout clause applies for the life of this Agreement only, and will not be automatically rolled over to the next agreement.
- (g) All accrued personal leave will be paid out on death of the employee.

16. OVERTIME

- 16.1. Where an employee is requested to work overtime which finishes later than 2 hours after the official end time, a 20-minute crib break will be provided which will be paid at ordinary time.
- 16.2. The company has agreed to provide as much notice as possible for any overtime required.
- 16.3. Overtime will be requested by Section, need and function, permanent employees will be given first request, alternative employees will be utilized thereafter.
- 16.4. Overtime will be on the basis being first 2 hours at time and a half and any time after will be double time.

17. HOURS OF WORK

- 17.1. The current Working Hours will be 06.00 14.57 Monday to Friday.
- 17.2. These hours may be altered by agreement between the parties.
- 17.3. The parties confirm that clause 56 of the Award as it appears at the date of this Agreement, titled "Shiftwork and rates vehicle manufacturing employees", applies to employees covered by this Agreement, but reference to "minimum hourly rate" shall be read as referring to the employee's applicable rate set out in Appendix A of this Agreement.

18. ROSTERED DAYS OFF

18.1. Where an employee works for a full day, which would otherwise have been a rostered day off such employee shall have the choice of taking a day in lieu or be paid for all time worked on that day at the rate appropriate.

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18.2. This payment has the effect of reducing the employee's entitlement to rostered days off by 7.6 hours for each rostered day off worked.

18.3. Changes to Scheduled RDOs

- (a) The yearly RDO calendar will be developed and scheduled by the Company in consultation with the Consultative Committee.
- (b) The Company and an employee, by mutual agreement, may substitute an individual employee's RDO for another day off.
- (c) Where the Company proposes to change a scheduled RDO, the Company will consult with the Consultative Committee and if the Consultative Committee endorses the re-scheduling of the RDO by majority vote, then this will constitute agreement and the RDO can be re-scheduled.
- (d) If the Consultative Committee does not endorse the re-scheduling by majority vote, then there will be a vote of the affected employees to whom the re-scheduling applies, and if endorsed by a majority of employees, the RDO can be re-scheduled.
- (e) Clause 18.1 does not apply to a rescheduled RDO under this clause 18.3.

19. LONG SERVICE LEAVE

- 19.1. Other than the provisions set out in this clause, the provisions relating to long service leave and how and when it is to be taken will be in accordance with the *Long Service Leave Act* 1958 applicable in WA.
- 19.2. The accrual for Long Service Leave will be 1 week per year of continuous employment with the Company.
- 19.3. Long service leave may be taken in periods as agreed between the employee and the Company and may be applied to be taken in smaller increments, not less than one day, unless the Company has reasonable business grounds for refusing the request.

20. SUPERANNUATION

- 20.1. All employees are able to choose their preferred fund in accordance with the *Superannuation Guarantee (Administration) Act 1992*. Employer superannuation contributions are paid in accordance with the aforementioned Act and are payable on the employee's ordinary time earnings.
- 20.2. The Company will make arrangements with the Funds to enable employees' voluntary additional contributions to be paid into the Fund in such a way so as to result in a gross reduction in employees' wages (salary sacrifice). All requests must be in writing and given to the payroll office.
- 20.3. All parties agree that employees can only switch Funds or alter their contributions once a year, and that all requests must be in writing and given to the payroll office by the end of May, so that changes can be made by 30 June.



21. <u>DISPUTES SETTLEMENT PROCEDURE</u>

21.1. Disputes, grievances and complaints that relate to the operation of this Agreement, the National Employment Standards and the employment relationship between the Company and its employee/s shall be settled in accordance with the following procedure.

(a) First Step

The matter should first be discussed between the Employee and first line management. As a general rule resolution of the matter will be achieved within 3 working days.

(b) Second Step

If a settlement still not reached, the matter will be referred to the next level of management. As a general rule resolution of the matter will be achieved within 5 working days.

(c) Third Step

If a settlement is still not reached, the matter will be referred to the Operations Manager and will be subject to a 'Grievance Report'. As a general rule resolution of the matter will be achieved within 8 working days.

(d) Fourth Step

If a settlement is still not reached, the matter will be referred to the CEO and will be subject to a 'Grievance Report'. As a general rule resolution of the matter will be achieved within 8 working days, this may be extended by agreement between the parties.

(e) <u>Fifth Step</u>

If, after the completion of all the above 4 steps the parties have failed to resolve the grievance, the matter may be referred by either party to the Fair Work Commission (FWC) for mediation and conciliation.

(f) Final Step

If after the completion of all the above 5 steps the parties have failed to resolve the grievance, the matter may be referred by either party to the Fair Work Commission for arbitration.

If arbitration is necessary FWC may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective. Any outcome determined under this clause cannot be inconsistent with legislation obligations.

The decision of FWC will bind the parties, subject to either party exercising a right of appeal against the decision to a Full Bench.

- 21.2. The Company or the employee may request the attendance of other persons e.g. witness, Consultative Committee representative, translator, union shop steward etc. at any stage of the procedure.
- 21.3. All parties agree to act in good faith through each step of the process.



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21.4. It is the intention of the parties that normal work will continue and the Status Quo, except in the case of a safety related issue, shall be maintained whilst a grievance is being processed. The parties shall be committed to the dispute's procedure as the proper mechanism for resolving grievances in an orderly manner.

22. TRAINING

- 22.1. All Company training, which is required of the employee and participation in improvement, teams and general workplace committees (e.g. O.H.&S. and Consultative Committee) will be conducted at the employer's expense in respect to course fees and subject materials cost.
- 22.2. If the training is conducted during ordinary working hours, then the employee will be paid at his/her ordinary rate. If the training is conducted outside ordinary working hours, then the employee will be paid at a single time rate.
- 22.3. An employee undertaking training at his or her own initiative must undertake the training in his or her own time and at his or her own expense, subject only to support that may be granted by the Company for training that directly benefits and supports the Company business objectives.

23. MULTI-SKILLING/CAREER DEVELOPMENT

- 23.1. This Agreement is designed to create a more highly skilled and flexible workforce. The parties will work together from the beginning of the 2nd anniversary of the Agreement to jointly develop a new classification structure, progression and skill competency framework.
- 23.2. The career path concept is predicated on the implementation of an integrated classification structure which recognises skills and knowledge identified for the enterprise and is agreed to by the parties to this Agreement.
- 23.3. There shall be no demarcation between labour. Multi-skilling will be promoted within sections and between sections.
- 23.4. Personnel not fully occupied in their usual section may be utilized elsewhere on request by the Company, subject only to the employee/s having suitable training and skills, and such other work must be within their level of classification and designed not to promote de-skilling. Higher duties provisions may also apply where appropriate.
- 23.5. It is agreed by the parties that the key principles which will underpin the development of this Agreement are as follows:
- Training shall be developed internally in consultation with external bodies, such as TAFE.
 Training shall be competency based and shall be delivered internally.
- Appointment to various classifications will be in accordance with Table A set out below.



Table A (Refer to Appendix A for hourly rate)

Classification	Job Description	
TL	Team Leader	
V5	adesperson lose employees holding vehicle industry trade qualifications (Nationally cognised) or vehicle building related qualifications (Nationally cognised) related to the duties to be performed in the role.	
V4	Trade Assistant. Those employees with industry related experience not holding trade qualifications or holding trade qualifications in non-vehicle building related trades. V4 Trades Assistant shall not be eligible to be reclassified to V5 unless he/she completes (at their own time and expense) a vehicle building industry trade qualification (Nationally recognised).	
V3	Semi-Skilled / Cleaner / Detailer V3 – Semiskilled employees are required to pass a competency assessment before being considered for reclassification to V4. Reclassification will be considered, based on operational needs, function, section, and company requirements.	
V2	Process Operator. Process Operator employees are required to pass a competency assessment before being considered for reclassification to V3. Reclassification will be considered based on the operational needs in a particular function or section, the assessed competency of the employee at the higher level and the length of time the employee/s have been working at the current level.	
V1	In Training Service – non-technical function.	

- Underpinning the Career Path Structure is the principal of equal employment opportunity for all employees. No employee will be disadvantaged in their opportunity to progress and attain a higher level of classification.
- Employees are expected to work to their level of skill and knowledge. All applicable skills and knowledge acquired by an employee will be credited to the employee's career path.
- Employees shall agree to actively participate in competency-based assessment and
 evaluation before being considered for appointment to a classification level.
 Reclassification will be considered / available based on the business's operational needs
 in a particular function or section. Training may also occur in other departments where
 necessary, subject to the training being agreed to be relevant to the product or type of
 work and such training forms a part of the career advancement.

23.6. The parties agree that:

- There is a focus on skills associated with broad work activity within the respective work functions.
- There is acceptance of greater responsibility by employees.
- There is recognition by the parties of work flexibility and utilisation of certified and noncertified skills possessed.



- An agreed internal assessment system which is competency based will be established and that this system will allow employees to move to a higher level of classification as set out at Table A above.
- Skills acquisition will come from a combination of on-the-job and off-the-job training leading to the successful completion of the agreed training program.
- On and off-the-job training will be scheduled within the ordinary hours of work.
- The Company will conduct a skill audit of every 'Job Operation' to establish/confirm the appropriate skills required. This will be reviewed on an 'as needs' basis. The skills audit will be conducted by an external body. An agreed internal competency-based assessment system will be established allowing for 'reduced rate' employees the opportunity to move to a higher level.
- Skills audits will be conducted regularly on each employee in order to assess the training required and Career path direction.
- An employee's development is a shared responsibility of both the Company and the employee.
- Training will be provided to meet the operational needs of the department, the section, the function, the Company and the employee.
- A log will be kept of each employee's level and area of experience which will be used as part of the career based promotional criteria.
- The Consultative Committee will oversee and approve all matters associated with the setup and implementation, appointment of trainers and assessors and the maintenance of a training program.
- The Consultative Committee will attempt to resolve all matters associated with the development, implementation and maintenance of the training program. If unable to be resolved the Disputes Settlement provisions shall apply.
- Apprentices

The Company does not directly employ apprentices. Instead, the Company engages apprentices through third-party agencies or Group Training Organisations (GTOs), which manage the employment and training of apprentices during the course of their apprenticeship. Upon successful completion of their apprenticeship, these individuals may be considered for direct employment as a Tradesperson within the Company and would start their employment at the V5 Classification.



24. OCCUPATIONAL HEALTH & SAFETY

- 24.1. The parties to this Agreement recognize the importance of maintaining the consultative and co-operative environment, to ensure health and safety performance is a key company measure and priority.
- 24.2. The parties also agree that Occupational Health and Safety will be included in the key performance indicators to be revised on a regular basis.
- 24.3. The Company commits to include consideration of OH&S in continuous improvement of work programs and management practices to ensure that improved efficiency and productivity also lead to healthier and safer jobs.
- 24.4. The parties agree to continue to follow existing OH&S practices and review the following OH&S requirements ongoing:
- Training
- OH&S Management Programs
- Safety Sign Off
- Rehabilitation Programs
- OH&S Communication
- Environment

25. <u>UNFORESEEN HARDSHIP</u>

- 25.1. The Company is committed to the wellbeing of all employees and providing support for those employees that are experiencing personal and family hardship, affected by circumstances beyond their control. The Company will continue to provide employees with external assistance through the Employee Assistance Scheme, and the immediate approval of paid and unpaid leave at management discretion, to allow sufficient time for the employee to recover. Depending on the circumstances other actions may be taken to support the employee, that are beyond this Agreement or the Award. Such actions will be taken at Management discretion and will not provide or set a precedent for changes to this Agreement or any other future agreements.
- 25.2. Whilst it is the Company's preference for employees to take their annual leave as a break from work, an employee may cash out excess annual leave entitlements in accordance with clause 34.13 and Schedule J of the Award. Any request made by an employee under this clause will be considered by the Company on a case-by-case basis.

26. MEDICAL EXAMINATION

- 26.1. The Company has agreed to provide free, on-site hearing tests for all employees on a biannual basis and results given to the employee and the Company.
- 26.2. The Company will make available to employees a once yearly Flu Injection to be actioned by May.



27. REDUNDANCY

- 27.1. Other than the provisions set out in this clause, the provisions relating to redundancy will be in accordance with the National Employment Standards (NES) and the incorporated Award.
- 27.2. If an employee's employment is terminated by reason of redundancy, the following entitlements shall apply upon termination:
- a) Redundancy pay in accordance with the following table (using base rate of pay):

Completed years of continuous service*	Weeks' pay
Up to 1 year	3 weeks
Greater than 1 year and up to 2 years	6 weeks
Greater than 2 years and up to 3 years	9 weeks
Greater than 3 years and up to 4 years	12 weeks
Greater than 4 years and up to 5 years	15 weeks
Greater than 5 years and up to 6 years	18 weeks
Greater than 6 years and up to 7 years	21 weeks
Greater than 7 years and up to 8 years	24 weeks
Greater than 8 years and up to 9 years	27 weeks
Greater than 9 years and up to 10 years	30 weeks
Greater than 10 years and up to 11 years	33 weeks
Greater than 11 years and up to 12 years	36 weeks
Greater than 12 years and up to 13 years	39 weeks
Greater than 13 years and up to 14 years	42 weeks
Greater than 14 years and up to 15 years	45 weeks
Greater than 15 years and up to 16 years	48 weeks
Greater than 16 years and up to 17 years	49 weeks
Greater than 17 years and up to 18 years	50 weeks
Greater than 18 years and up to 19 years	51 weeks
Greater than 19 years and up to 20 years	52 weeks
Greater than 20 years	53 weeks

^{*}Where an employee has not completed a full year of service, the employee is entitled to a pro rata payment for each completed month of service.

b) In addition to the above redundancy pay, payment in lieu of notice of termination (for redundancy only) will be:

Period of continuous service

2 years or less

Over 2 years

4 weeks

(Employees over 45 years of age will receive an additional 1 weeks' pay)

- Pro Rata Long Service leave will be paid to employees who have completed seven years of continuous service.
- d) Annual leave entitlements including leave loading which have accrued and not been taken at the date of termination of employment will be paid.
- e) All superannuation entitlements up to the date of termination of employment will be paid as per the Superannuation guarantee legislation.



f) Accrued personal leave at the date of termination of employment will be paid up to a maximum of 15 days.

27.3. Redundancy Selection Process

- a) Where redundancies are to occur, the Company as a first step shall call for expressions of interest in voluntary redundancy. Selection of candidates for redundancy will be made by the Company based on department, the employee's skills, knowledge and experience, shift requirements and the Company's future operational requirements.
- b) The Company will not unreasonably withhold agreement to an employee's request for voluntary redundancy considering the criteria in a) above.
- c) Where the Company, after considering the expressions of interest in voluntary redundancy still requires redundancies to occur, the selection of candidates will be made by the Company considering the criteria in a) above.

28. <u>JOB SECURITY/CONTRACTORS</u>

- 28.1. There may be situations which will require additional contract labour hire casuals as well as top up labour to cover labour shortfall and customer requirements.
- 28.2. The Company is committed to maintaining the minimum number of permanent Award-based employees in its Production Department at Malaga. Volgren guarantees that if the production workload at Malaga drops to the base of 53 production employees (this figure includes Team Leaders, Trade and Technical Assistances but does not include apprentices), there will be no contractors employed by Labour Agencies working in the production department.
- 28.3. Where contract labour hire casuals are required, the Company will comply with its obligations under Part 2-7A of the *Fair Work Act 2009* (Cth), as amended from time to time.
- 28.4. When contractors employed as/by labour Hire are offered ongoing employment with the Company, the entry rate of pay will be determined by the length of service that the person has been working with the Company as a contractor on site refer to the Table B below.

Table B (Refer to Appendix A for hourly rate)

A Contract labour hire casual Person	Rate of pay will be
Team Leader	TL
Tradesperson with Nationally recognised Trade	V5
Certificate	
Trade assistant with relevant Industry experience	V4
Semi-Skilled Trade Assistant / Store Person	V3
Process Operator - Has minimal knowledge of	V2
hand and power tools-requires supervision	
Cleaner/Detailer In Training	V1



29. NOT TO BE USED AS A PRECEDENT

This Agreement shall not be used in any manner whatsoever to obtain similar arrangements or benefits in any other Enterprise.

30. RENEWAL OF AGREEMENT

It is intended that discussions to review this Agreement will commence no later than three months prior to the expiration of this Agreement. The relevant bargaining representatives will be the vehicle of such discussions in accordance with *Fair Work Act 2009* requirements.

31. <u>RELATIONSHIP BETWEEN THE NATIONAL EMPLOYMENT STANDARDS AND THIS AGREEMENT</u>

- 31.1. The National Employment Standards (NES) is a set of legislated minimum employment entitlements under the *Fair Work Act 2009*.
- 31.2. In summary, the NES provide the following entitlements:
- A maximum of up to 38 ordinary hours of work per week, plus reasonable additional hours:
- An employee with 12 month's service has the right to request flexible working arrangements in certain circumstances (e.g. to assist the employee to care for a child of school age or younger, if the employee is 55 or over, if the employee has a disability, etc). The employer can refuse the request 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 extension request on reasonable business grounds;
- Up to 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 permissible occasion for casuals and employees who have exhausted their paid carer's leave entitlements;
- 10 days per annum paid family and domestic violence leave;
- Up to two days paid compassionate leave per permissible occasion;
- Paid and unpaid jury service leave (as applicable) and unpaid leave for eligible community service activities;
- Long service leave consistent with state legislation;
- Public holidays;
- Notice of termination or pay instead of notice;
- Redundancy pay, subject to certain exclusions;
- Superannuation contributions;
- The right for a casual employee to become a part-time or full-time employee in some circumstances; and
- The provision of a Fair Work Information Statement to new employees (and Casual Employment Information Statement or Fixed Term Contract Information Statement, if applicable).
- 31.3. This Agreement will be read and interpreted in conjunction with the 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.



32. WORKPLACE CHANGE

It is agreed that in the event of major changes occurring or are likely to occur that affect the organization or the work place there will be consultation with the Consultative Committee.

33. UNION RECOGNITION

The Company recognises the right of employees to have elected union representation. For the sake of certainty, this Agreement incorporates the union delegates' rights term of the Award.

34. INDIVIDUAL FLEXIBILITY TERM

- (1) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
- (a) The agreement deals with 1 or more of the following matters:
 - (i) Arrangements about when work is performed;
 - (ii) Overtime rates;
 - (iii) Penalty rates;
 - (iv) Allowances
 - (v) Leave loading; and
- (b) The arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
- (c) The arrangement is genuinely agreed to by the employer and employee;
- (2) The employer must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the Fair Work Act 2009; and
- (b) are not unlawful terms under section 194 of the Fair Work Act 2009; and
- (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- (3) The employer must ensure that the individual flexibility arrangement:
- (a) is in writing; and
- (b) includes the name of the employer and employee; and
- is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- (d) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (e) States the day on which the arrangement commences.
- (4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (5) The employer or employee may terminate the individual flexibility arrangement:



- (a) By giving no more than 28 days written notice to the other party to the arrangement; or
- (b) If the employer and employee agree in writing at any time.

35. <u>CONSULTATION</u>

Schedule 2.3 – Model consultation term (regulation 2.09)

- (1) This term applies if the employer:
- (a) has made a definite decision to introduce a major change to production, program, organization, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
- (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

- (2) For a major change referred to in paragraph (1)(a):
- (a) the employer must notify the relevant employees of the decision to introduce the major change; and
- (b) subclauses (3) to (9) apply.
- (3) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (4) If:
 - a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (a) the employee or employees advise the employer of the identity of the representative;

the employer must recognise the representative.

- (5) As soon as practicable after making its decision, the employer must:
 - (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
 - (b) for the purposes of the discussion—provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and

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- (iii) any other matters likely to affect the employees.
- (6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (8) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
- (9) In this term, a major change is likely to have a significant effect on employees if it results in:
- (a) the termination of the employment of employees; or
- (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) the alteration of hours of work; or
- (e) the need to retrain employees; or
- (f) the need to relocate employees to another workplace; or
- (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- (10) For a change referred to in paragraph (1)(b):
 - (a) the employer must notify the relevant employees of the proposed change; and
 - (b) subclauses (11) to (15) apply.
- (11) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (12) If:
 - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative.

the employer must recognise the representative.

- (13) As soon as practicable after proposing to introduce the change, the employer must:
 - (a) discuss with the relevant employees the introduction of the change; and

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- (b) for the purposes of the discussion—provide to the relevant employees:
 - all relevant information about the change, including the nature of the change;
 and
 - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
- 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).
- (14) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (15) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- (16) In this term:

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

36. ACCIDENT MAKE UP PAY

- 36.1. Subject at all times to the provisions of this clause, an employee upon receiving payment of workers' compensation in the terms of the Western Australian State legislation and continuing to receive such payment in respect of weekly incapacity within the meaning of the legislation shall be paid accident pay by the Company (if it is liable to pay workers' compensation under the relevant legislation) which said liability by the Company for accident pay, may be discharged by another person on behalf of the Company, provided that:
- (i) Accident pay shall only be payable to an employee whilst such employee remains in the employment of the Company by whom so employed at the time of the incapacity and then only for such a period as a weekly payment under the legislation is received.
- (ii) The Company shall not terminate the employment of the employee to avoid payment of entitlements for the employee provided for in this clause.
- 36.2. Accident pay shall not apply to any incapacity occurring during the first 3 weeks of employment unless such incapacity continues beyond the first 3 weeks and then the provisions of this clause shall apply only to the period of incapacity after the first 3 weeks. Provided that as to industrial diseases contracted by a gradual process or injuries subject to recurrence, aggravation or acceleration (as provided in the legislation) the provisions of this sub-clause shall not apply unless the employee has been employed with the Company at the time of the incapacity for a minimum period of 1 month.
- 36.3. The provisions of this clause shall not apply in respect of any injury during the first 5 normal working days of incapacity.
- 36.4. An employee on engagement may be required to declare all workers' compensation claims made in the previous five years and in the event of false or inaccurate information being

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- deliberately and knowingly declared the Company may require the employee to forfeit entitlement to accident pay under this clause.
- 36.5. The maximum period or aggregate of periods of accident pay to be made by the Company shall be a total of 39 weeks for any one injury as defined in sub-clause 36.16.
- 36.6. The provisions of this clause shall not apply in respect of any period of other paid leave of absence.
- 36.7. An employee, upon receiving an injury for which the employee claims to be entitled to receive accident pay, shall give notice in writing of the said injury to the Company as soon as reasonably practicable after the occurrence thereof, provided that such notice may be given by a representative of the employee.
- 36.8. In order to receive entitlement to accident pay an employee shall conform to the requirements of the legislation as to medical examination. Where, in accordance with the legislation, a medical referee gives a certificate as to the condition of the employee and fitness for work or specifies work for which the employee is fit and such work is made available by the Company and refused by the employee or the employee fails to commence the work, the provisions of this clause shall cease to apply to the said employee from the date of such refusal or failure to commence the work.
- 36.9. Where there is redemption of weekly compensation payments under the legislation the Company's liability to pay benefits under this clause shall cease as from the date of such redemption.
- 36.10. An employee receiving or who has received accident pay shall advise the Company of any action that may be instituted or any claim that may be made for damages. Further, the employee shall, if requested, provide an authority to the Company entitling the Company to a charge upon any money payable pursuant to any verdict or settlement on that injury.
- (i) Where an employee obtains a verdict for damages in respect of an injury for which benefits have been received under this clause the Company's liability to pay such benefits shall cease from the date of such verdict; provided that if the verdict for damages is not reduced either in whole or part by the amount of the benefits so paid by the Company, the employee shall pay to the Company the amount of such benefits already received in respect of that injury by which the verdict has not been so reduced.
- (ii) Where an employee obtains a verdict for damages against a person other than the Company in respect of an injury for which benefits have been received under this clause, the Company's liability to pay such benefits shall cease from the date of such verdict; provided that if the verdict for damages is not reduced either in whole or part by the amount of benefits so paid by the Company the employee shall pay to the Company any amount of such benefits already received in respect of that injury by which the verdict has not been so reduced.
- 36.11. Nothing in this clause shall require the Company to insure against liability for the payment of benefits under this clause.
- 36.12. Any changes in compensation rates under the legislation shall not increase the amount of the benefits payable under this clause that would have been payable had the rates of compensation remained unchanged.
- 36.13. All rights to any benefits under this clause shall cease on the death of an employee.

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- 36.14. Where an employee receives a benefit payment under this clause and such payment is payable for incapacity for part of a week the amount shall be calculated pro rata.
- 36.15. For the purposes of this clause accident pay shall mean:
- (i) In the case of an employee who is deemed to be totally incapacitated within the meaning of the legislation and arising from an injury covered by this clause means a weekly payment of an amount representing the difference between the total amount of compensation paid under the legislation for the week in question and the total 38-hour weekly award rate for a day worker which would have been payable under the employee's normal classification together with the employee's normal weekly over-award payment for work for the week in question if the employee had been performing normal duties, provided that shift premiums, overtime payments, fares and travelling allowance, tool allowance, special rates or other similar payments shall not be included.
- (ii) In the case of an employee who is deemed to be partially incapacitated within the meaning of the legislation and arising from an injury covered by this clause means an amount representing the difference between a weekly payment of an amount of compensation paid under the legislation for the period in question together with the average weekly amount the employee is earning or is able to earn in some suitable employment or business (as determined expressly or by implication by the relevant Workers' Compensation Board or equivalent authority or as agreed between the parties) and the total 38 hour weekly award rate for a day worker which would have been payable under the employee's normal classification together with that employee's normal weekly overaward payment for work for the week in question if the employee had been performing normal duties; provided that shift premiums, overtime payments, fares and travelling allowance, special rates or other similar payments shall not be included. The total so calculated shall be the same as that applying for a total incapacity as defined above, provided that where an employee receives a weekly payment under this paragraph and subsequently such payment is reduced pursuant to the legislation such reduction will not increase the liability of the employer to increase the amount of accident pay in respect of that injury.
- 36.16. For the purpose of this clause, injury shall be given the same meaning and application as applying under the legislation and no injury shall result in the application of accident pay unless an entitlement exists under the legislation.
- 36.17. For the purposes of this clause the legislation shall mean the WA Workers Compensation and Injury Management Act 1981.

37. STAND DOWN

The Company may stand down employees in accordance with section 524 of the Fair Work Act 2009 (Cth).

38. **TERMINATION**

38.1. Termination with notice

In the event that the Company or employee elects to terminate the employee's employment, the Company or the employee (as applicable) must provide the other party with a written notice period as follows:



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

Note: If notice of termination is given by the Company, the above notice period is increased by 1 week if the employee is over 45 years old and has completed at least 2 years of continuous service with the Company at the end of the day the notice is given.

- b. The Company, at its discretion, may require the employee to:
 - i. work all or part of the notice period; and/or
 - ii. serve all or part of the notice period as garden leave; and/or
 - iii. accept payment in lieu of notice in respect of all or part of the notice period.



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For and on Behalf of:

39. DECLARATION AND SIGNATORIES

The content of this Agreement has been canvassed with all parties. All parties are entering into this Agreement with full knowledge as to the content and effect of the document which reflects the desire of the parties.

Volgren Australia Pty Ltd Thiago Deiro Signatory Name: Signatory _ Address: 221-243 Hammond Road, Dandenong, VIC 3175. Basis of signatory's authority to sign the agreement: Chief Executive Officer, Volgren Australia Pty Ltd. **Bargaining Representatives** Signatory Name: Michael Hurst Signatory: M Hoff Address: 47 Beringarra Avenue, Malaga, WA 6090. Basis of signatory's authority to sign the agreement: Bargaining Representative Signatory Name: Signatory: Address: 47 Beringarra Avenue, Malaga, WA 6090. Basis of signatory's authority to sign the agreement: Bargaining Representative Signatory Name: Anthony Jack Fildes Signatory: Address: 47 Beringarra Avenue, Malaga, WA 6090. Basis of signatory's authority to sign the agreement: Bargaining Representative Signatory Name: Benjamin Ashwood

Signatory Name: Benjamin Beitz

Address: 47 Beringarra Avenue, Malaga, WA 6090.

Address: 47 Beringarra Avenue, Malaga, WA 6090.

Basis of signatory's authority to sign the agreement: Bargaining Representative

Basis of signatory's authority to sign the agreement: Bargaining Representative

Signatory: 4

Signatory: «



APPENDIX A

Summary table of wages and classifications

				INCREASE	S	
Our title	Award	PREVIOUS		5.5%	3.5%	3%
	1111111	111211000	Updated \$	2024/25 \$	2025/26 \$	2026/27 \$
Team Leader	TL	\$43.85	43.8935	46.3076	47.9284	49.3663
Tradesman	V5	\$41.62	41.6610	43.9524	45.4907	46.8554
Skilled Trades Assistant	V4	\$37.46	37.4946	39.5568	40.9413	42.1695
Semi-Skilled	V3	\$32.50	32.5292	34.3183	35.5194	36.5850
Process Operator	V2	\$29.13	29.1628	30.7668	31.8436	32.7989
In training	V1	\$24.97	24.9967	26.3715	27.2945	28.1134



APPENDIX B Allowances

	2023/24 2024/25 2025/26		2026/27		
Increases	PREVIOUS	5.5%	3.5%	3%	
First Aid Allowance / week	\$26.77	\$28.24	\$29.23	\$30.11	
Tool Allowance / week	\$21.02	\$22.18	\$22.95	\$23.64	
Meal Allowance / occasion	\$16.90	\$17.83	\$18.45	\$19.00	
Laundry Allowance / week	\$4.90	\$5.17	\$5.35	\$5.51	
Boot Allowance / year	\$168.69	\$177.97	\$184.20	\$189.72	
TEAM LEADER/NWGL (paid to a Team Leader for closing the facility after afternoon shift ceases, and including other extra duties) / week	\$38.94	\$41.08	\$42.52	\$43.79	
V5 Natural work group leader	= (Team Leader rate – V5 rate) X 38 hours				
V4 Natural work group leader	Vatural work = (Team Leader rate - V4 rate) X 38 hours				



APPENDIX C MAPE Policy



MARCOPOLO AUSTRALIA PASSION FOR EXCELLENCE (MAPE) POLICY

Introduction

Volgren Australia is committed to rewarding the individuals in the business for the achievement of pre-determined Key Performance Indicators (KPIs) through the evaluation of the business targets being met. This Incentive Program is designed to attract, engage, and retain talent as part of Volgren's rewards and benefits program and will be a tool to motivate positive behaviors in the workforce.

Purpose

Marcopolo Australia Passion for Excellence (MAPE) provides a reward to employees based on the company's profitability and KPI's achievements. The objective is to recognize the commitment and engagement of the employees to reach the company's performance goals. It brings an appreciation of a co-worker's job as it maps several indicators across the business functions and

aims to create higher efficiency and productivity resulting in better bottom-line results.

Scope

The scope of this policy applies to all permanent, full-time, and part-time employees of Volgren. To be eligible for the MAPE bonus, employees must have completed at least six months in the company and should have been successful in their probation.

This excludes employees who are already part of a different incentive program e.g. managers and expatriates on secondments.

Marcopolo Australia Passion for Excellence

Volgren's MAPE program incentivizes employees with a performance-based bonus.

50% weight: Net profit (consolidated, audited)

50% weight: KPIs (variable weights). These include but are not limited to:

- Production efficiency
- Units delivered
- Aftersales service revenue and margin
- Warranty
- Delivery units
- Absenteeism
- Expenses (overhead, fixed cost, tools, consumables)
- Others

Policy No: V049

Policy Name: MAPE Policy

Each KPI is defined and assessed per site.

All departments will contribute towards all KPIs, the only difference being After Sales contributing to Service Revenue instead of Efficiency and Contribution Margin instead of Delivery Units.

There are three levels introduced for the achievement of the above KPIs as a percentage for payment. Each level has an attributable percentage which, when achieved, ties up to the monetary calculation.

Levels	Definition	Percentage	
Level 1 Almost Met Target		90%	
Level 2 Met Target		100%	
Level 3	Exceeded Target	110%	

Up to 550 AUD is the total amount that each employee will be granted if 100% of all of the targets are met. In case of a 110%, the maximum amount is 605 AUD

Rev: 2.0

Rev. Date: 16/07/2024



MAPE runs from January to December. The values will be mapped monthly, and the payment will be made in two instalments. That amount may vary depending on the percentage of the targets achieved month to month.

Some examples of how you can contribute to the MAPE:

- Knowing the Volgren Annual Strategy Map and its financial indicators
- Understanding and complying with MAPE targets
- Maintaining a focus on SQDC: Safety, Quality, Delivery and Costs
- Doing your job well aiming to satisfy our customers
- Giving ideas and suggestions for improvements
- Avoiding waste.

Responsibilities, Communication and Collaboration

All employees should collaborate to build a continuous professional development culture. Following are the main responsibilities:

- Employee: Seek new opportunities to contribute to the MAPE. Strive to work towards achieving the KPIs.
- Supervisors/Leaders: Motivate workforce and speak about this during briefings. Create awareness and sense of achievement.
- Heads of Departments: Clearly define KPIs and set practicable target values. Provide tools and support to the team for achieving the KPIs. Accurately submit progress reports for the department each month.
- Finance: Note the submitted metrics, calculate and make provisions to provide payments and process payments.
- Human Resources: Own the policy, lay the foundation for MAPE, facilitate and moderate any employee development
 or allied activities and processes that will help to achieve the desired targets on the defined KPIs.

Communication is critical. The above parties should be transparent in their rationale and goals. It is important to emphasize to all employees regarding the successes and areas to improve each month post results.

The management must stress on how the contributions will help achieve the overall goal and how the employee will benefit from participating in the Program.

Volgren may make changes to this policy from time to time, to improve the effectiveness of its operations or to adjust in accordance with the needs of the business.

Thiago Deiro

CHIEF EXECUTIVE OFFICER

Rev: 2.0

Rev. Date: 16/07/2024