

VISY GLASS SYDNEY
(GLASSWORKERS)

ENTERPRISE AGREEMENT 2023

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PART 1 - APPLICATION AND OPERATION

1.1 TITLE

This enterprise agreement is the Visy Glass Sydney (Glassworkers) Enterprise Agreement 2023 (Agreement)

1.2 APPLICATION

1.2.1 This Agreement covers:

1.2.2 Visy Glass Operations (Australia) Pty Ltd T/A Visy Glass (ABN 94 004 230 326) **(Employer)**;

a) All employees of the Employer who work at 170 Andrews Road, Penrith in New South Wales and are engaged in a classification in this Agreement **(Employees)**;

b) The Australian Workers' Union (AWU) **(Union)**

Parties bound:

1.2.3 This Agreement does not exclude the National Employment Standards (NES) or any provision of the NES.

1.2.4 This Agreement includes:

a) Terms that it is permitted to include under the NES;

b) Terms that are ancillary or incidental to the operation of an entitlement under the NES; or

c) Terms that supplement the NES.

1.3 DATE AND PERIOD OF OPERATION

1.3.1 This Agreement commences operating seven (7) days after it is approved by the Fair Work Commission (FWC).

1.3.2 The nominal expiry date of this Agreement is 30 June 2027.

1.4 RELATIONSHIP BETWEEN THIS AGREEMENT AND OTHER INSTRUMENTS

1.4.1 This Agreement incorporates relevant terms of the Manufacturing and Associated Industries and Occupations Award 2020 (Modern Award) and the Modern Award is applicable where this Agreement is silent.

1.4.2 Where there is any inconsistency between a term in this Agreement and a term in the Modern Award, the term in this Agreement will prevail over the term in the Modern Award.

1.4.3 Any other award or agreements where not referred to in this Agreement are expressly excluded from this Agreement.

1.5 FLEXIBILITY AGREEMENT

Model flexibility term

- 1.5.1 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 one 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 one or more of the matters mentioned in paragraph (a); and
 - c) the arrangement is genuinely agreed to by the employer and employee.
- 1.5.2 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.
- 1.5.3 The employer must ensure that the individual flexibility arrangement:
- a) is in writing; and
 - b) includes the name of the employer and employee; and
 - c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - d) includes details of:
 - i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - ii) how the arrangement will vary the effect of the terms; and
 - iii) how the employee will be better off overall in relation to the terms and conditions or his or her employment as a result of the arrangement; and
 - e) states the day on which the arrangement commences.
- 1.5.4 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

- 1.5.5 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.

1.6 OBJECTIVES

- 1.6.1 The objective of this Agreement is to develop a culture where the Employer, Employees and the Union work together to ensure that:
- a) Meet the agreed specific measures to achieve gains in productivity, efficiency and flexibility as described in this Agreement;
 - b) Adopt a culture and behaviour of continuous improvement in safety, environmental quality, delivery of service, efficiency and flexibility;
 - c) Continuous improvement will be an integral part of plant behaviour;
 - d) Develop a more highly trained and flexible workforce through the implementation of a training programme, which will maximize employee's skills and enable all employees to function and contribute as individuals and as members of their respective work groups;
 - e) Develop trust throughout the Enterprise by effective communication through Joint Consultative Committees and to foster within these Committees and through them, to all the workforce, the principles of continuous improvement in Safety, Environmental Issues, Quality, Technology, Work Organisation and Training;
 - f) Improvement of all productivity issues such as cost, quality, technology, work organization and training through continuous learning; and,
 - g) Develop an enterprise Which is competitive, with a culture of continuous improvement through the enterprise.

1.7 NO EXTRA CLAIMS

- 1.7.1 Up until the nominal expiry date of this Agreement, the Employer, Employees and the Union will not pursue any extra claims relating to wages or changes to conditions of employment or any matters related to the employment of the Employees, whether dealt with in this Agreement or not, except for National Wage case decisions to the extent relevant.

1.8 NOT TO BE USED AS A PRECEDENT

- 1.8.1 This Agreement will not be used in any manner whatsoever to obtain similar arrangements or benefits in any other of the Employer's plants or enterprises.

1.9 RE-NEGOTIATION OF AGREEMENT

- 1.9.1 On or before 1 February 2027, the Employer and the Employees or their bargaining representative, will commence negotiations for a new enterprise agreement.

PART 2 - WAGES AND ALLOWANCES

2.1 WAGES

2.1.1 The extra rates in this Agreement, like shift penalties but except rates for working on public holidays are not cumulative.

2.2 PAYMENT OF WAGES

2.2.1 The Employer will pay Employee's weekly wages into Employee's nominated bank accounts (that could mean more than one account) and payment will be made by close of business each Wednesday unless unforeseen circumstances arise beyond the Company's control.

2.2.2 The pay cycle is Monday to Sunday.

2.3 WAGE INCREASES

2.3.1 The base rate of pay for ordinary hours worked set out in Part 12 will increase as below and from the first full pay period on or after the date noted. Productivity increases are provided in recognition of specific and negotiated productivity outcomes related to the SP4 project.

Date	Wage increase	Productivity increase	Total increase
1 July 2023	3.0%	0.5%	3.5%
1 July 2024	3.0%	-	3.0%
1 July 2025	2.5%	0.5%	3.0%
1 July 2026	2.0%	0.25%	2.25%

Total increase percentages will also be applied to allowances.

2.3.2 Base rates of pay and applicable allowances are set out in Part 12 - Wages and Allowances Schedule.

2.4 ALLOWANCES

2.4.1 Subject to clause 2.4.2 & 2.4.3, Employees are entitled to allowances provided for in the Glass Industry Glass Production Award 1998 (Glass Industry Award Allowances).

2.4.2 The Company will only continue to pay Glass Industry Award Allowances if:

- a) The Company paid those allowances on or from 30 May 2013; and
- b) An Employee is carrying out the function that entitles them to that allowance.

2.4.3 Glass Industry Award Allowances will not be adjusted.

2.4.4 Afternoon shift penalties (non-rotating)

2.4.5 Except as elsewhere provided in this agreement. An employee who during a period of engagement on shift, works afternoon shift only; or remains on afternoon shift for a longer period than four consecutive weeks; or works on an afternoon shift which does not rotate or

alternate with another shift or works day work so as to give such employee at least one third working time off afternoon shift in each shift cycle; shall, during such engagement. period or cycle, be paid at the rate of 20% more than ordinary on such shift.

2.5 FIRST AID

- 2.5.1 The Company and Employees are committed to ensuring that there are enough Employees who are trained in first aid so as to comply with any legislative requirements.
- 2.5.2 An Employee who has been trained to render first aid and who is the current holder of appropriate first aid qualifications such as a certificate from the St John Ambulance or similar body must be paid a daily allowance as per Part 12 if appointed by the Company to perform first aid duty. This allowance will attract future increases in the same manner as all-purpose rates as per clause 2.3.
- 2.5.3 Senior First Aiders who obtain an occupational first aid certificate and utilise these skills will be paid a higher amount than the first aid allowance as outlined in Part 12. This allowance will attract future increases in the same manner as all-purpose rates.
- 2.5.4 For the purpose of clause 2.5.2, the Company will appoint a maximum of two (2) Employees per shift to perform first aid duty.

2.6 LABOUR HIRE: MINIMUM WAGES

- 2.6.1 The minimum wages for labour hire employees engaged by the Company is provided for in the Manufacturing and Associated Industries and Occupations Award 2020 (Modern Award).

NPL Classification	Tasks	Hourly pay rate (minimum)
NPL 1	Introductory rate 12 months	C13 (Award rate)
NPL2	As per G2 classification	C12 (Award rate)
NPL3	As per G3 classification	G3 EA rate (inclusive of casual loading)

- 2.6.2 Except as provided for in clause 2.6.1, labour hire employees engaged by the Company will be afforded other relevant terms and conditions no less favourable than those provided for in this Agreement.
- 2.6.3 Labour hire employees may only perform overtime when the following options have been exhausted:
- Fork lift driving in the Resort area, after all suitably trained and available Visy employees have been offered overtime in the first instance.
 - As reasonably practicable, all suitably trained and available glassworkers have been offered the overtime shift.
 - Unforeseen circumstances that are enforced by requirements of the Customer and to be monitored through the GCC.

2.7 LABOUR HIRE: ENGAGEMENT

2.7.1 The Company may engage labour hire employees in the following circumstances:

Circumstance	When
To cover extended personal leave, long service leave, parental leave and unpaid leave	If all spares are utilised, then from the first date of absence
To cover unplanned leave, like emergency leave, community service leave, compassionate leave and domestic violence leave	If all spares are utilised, then from the first date of absence
To cover personal leave (also known as sick leave)	At all times. For clarity this does not prevent overtime being offered to permanent employees for this purpose.
To cover workers compensation	If all spares are utilised, then from the first date of absence
For staff coverage 1 day-shift greater than four days per occasion/role	If all spares are utilised, then from the first date required (but, on an interim basis - up to a max. of 3 months)
Where a Union Delegate is absent on trade union training	If all spares are utilised, then from the first date required

2.7.2 NPL will not be used to cover annual or long service leave unless there are already three people taking annual or long service leave.

2.7.3 Labour hire employees will not be engaged in the hot end for hot end machine operations.

2.7.4 If there are no spares or if there are not enough Employees available to work overtime and after reasonable means has been undertaken to contact employees, then the Company can engage labour hire employees in the areas listed in clause 2.7.1 and the engaged glassworkers on the shift maybe reallocated duties to accommodate the shift needs.

2.7.5 By agreement between the Company and the Senior Site Delegate or if unavailable, then the Union Delegate on shift, the Company can engage labour hire employees to perform other work not identified in clause 2.7 noting that:

- a) Labour hire shall not be utilised for the purpose of undermining permanent employment; and
- b) Agreement will not be unreasonably withheld.

2.8 WORKERS COMPENSATION MAKE-UP PAY

2.8.1 The Company agrees to workers compensation make-up pay which allows for full make up pay for one-hundred (100)% of ordinary earnings, including the relevant rostered shift penalties for shiftworkers (excluding overtime and allowances), for a period of 52 weeks in respect of any one injury.

2.9 SUPERANNUATION

- 2.9.1 The Company will make superannuation contribution on Employee's behalf in accordance with the Superannuation Guarantee Administration Act 1992 and subject to prevailing 'stapling' legislation into:
- a) Australian Super or another industry superannuation fund as nominated by the Union (Union Nominated Superannuation Fund); or
 - b) A complying superannuation fund nominated by the employee
- 2.9.2 Accumulation funds will be paid on a monthly basis.
- 2.9.3 The Union can change the Union Nominated Superannuation Fund by giving the Company one (1) months' notice,
- 2.9.4 Subject to clause 2.10, in addition to the superannuation guarantee levy, the Company will contribute an additional one (1%) on behalf of the Employee into Australian Super (Additional Superannuation). The additional one (1%) is due to a past wage increase that was redirected to Superannuation and therefore will not be absorbed into any future movement in the SGL.
- 2.9.5 Where the Employee is a member of the Visy Glass Australia Superannuation Fund (the re-named O-I Defined Benefit Fund), the Additional Superannuation will be paid into the accumulation account as defined in clause 2.9.1.
- 2.9.6 Ordinary time earnings is defined as an employee's award classification rate, any over award payment, tool allowance, workers compensation payments (at the normal rate) and make-up payments made in respect of time off work, leading hand allowance and shift loading, including- weekend and public holiday rates where the shift worked is part of the employee's ordinary hours of work. All other allowances and payment are excluded.
- 2.9.7 Superannuation contributions shall continue whilst an employee is absent on paid annual leave, sick leave, long service leave, public holidays, jury service, bereavement leave or other paid leave.
- 2.9.8 Superannuation contributions shall not be required to be made in respect of absence from work without pay.
- Salary Sacrifice
- 2.9.9 Employees may elect to make their superannuation contributions from their before tax wage rate. This arrangement is known as "Salary Sacrifice". The following provisions apply to salary sacrifice:
- i) Employees may choose to enter into a salary sacrifice arrangement in accordance with applicable Company policy. Salary sacrifice arrangements relating to superannuation are set out below.
- 2.9.10 Despite any other provisions of this agreement, the employee's weekly rate of pay shall be reduced by the amount which an employee elects by notice in writing to the Company to sacrifice in order to enable the Company to make a superannuation contribution for the benefit of the employee.
- 2.9.11 For an employee's election to be valid the employee must complete the Superannuation Salary Sacrifice Election form provided by the Company. Payment by the Company to the fund is in accordance with Clause 2.9.2.

- 2.9.12 -The reduced rate of pay and the superannuation contributions provided for in this clause shall apply to periods of annual leave, long service leave and other periods of paid leave.
- 2.9.13 All other payments, including overtime, termination and redundancy payments, calculated by reference to the pre-salary sacrifice rate of pay.
- 2.9.14 Unless otherwise agreed by The Company, an employee may only revoke or vary their election once in each twelve (12) month period, during the month of July. Not less than one month's written notice shall be given by an employee of revocation or variation of the employee's election.
- 2.9.15 If, at any time while an employee's election is in force, there are changes in taxation or superannuation laws, practice or rulings, that materially alter the benefit to the employee or cost to the Company of acting in accordance with the election, either the employee or The Company may upon one (1) months' notice in writing to the other, terminate the election.
- 2.9.16 The Company shall not use any superannuation contribution made in accordance with the employee's election to meet its minimum Company obligation under the Superannuation Guarantee Administration Act or any legislation which supersedes or replaces it. (Company contributions will be based on pre-salary sacrifice rate).
- 2.9.17 It is acknowledged that on the amount salary sacrificed by the employee, the superannuation contribution tax on that amount will be born directly or indirectly by the employee/member.

2.10 PAYMENT FOR TRAINING AND MEETINGS

- 2.10.1 All Training:
- a) Single time payment to apply for training.
 - b) Out of hours training payment will be at single time, for Shift workers this will include shift penalties of 31.18%.
 - c) Shift penalties for shift workers will apply in all cases but not on a penalty upon .penalty basis. Shift loading is ordinary hours. afternoon, night and weekend loading.
 - d) The Company shall make every effort, where practical, to schedule out of hour's meetings/training just after the shift change over times.
 - e) The amount of training for twelve (12) hour shift workers outside of normal work time shall not exceed six (6) days in any calendar year. There will only be one day between each block of four shifts and this selected one day shall be the day preceding the first day shift of each block of four shifts.
 - f) Training for shift workers will be on a basis of six (6) out of hours days per year.
 - g) The parties recognise that Glassworker absence from these schedule sessions will adversely impact on the eighteen (18) month timeframe which would need to be reviewed if necessary.
 - h) A schedule for dayworkers will be developed providing for ten (10) half days per year.
- 2.10.2 All communication meetings:
- a) Employees will be required to attend four (4) such meetings annually.

- b) Double time payment to apply.

2.10.3 All other meetings:

- a) Other meetings includes Continuous Improvement, Union Management Meetings etc.
- b) Penalty rates apply to all other meetings with the exception of those listed in Clause 2.11.1 and clause 2.11.2.
- c) For the purpose of payments outlined within clause 11.6, where the training or meetings are prior to, or after a shift, the additional payments will be for the duration outside of the normal shift.
- d) For meetings conducted on rostered days off, the minimum duration will be three (3) hours and overtime to apply

PART 3 - HOURS OF WORK, ROSTERING AND OVERTIME

3.1 35 HOUR WEEK

3.1.1 The Parties will discuss this matter during the life of the Agreement.

3.2 OVERTIME

3.2.1 All overtime will be paid at double time.

3.2.2 An Employee required to work overtime on a public holiday must be paid the relevant public holiday penalty rate.

3.3 OVERTIME COVERAGE

3.3.1 In principle overtime coverage is based on;

- a) G7 will cover G7
- b) G5 will cover G5
- c) G4/3 will cover G4/3

3.3.2 Where a need may arise for coverage outside the above, then:

- a) The employee will be paid the classification they are on or above, whichever is applicable.
- b) Payment in clause 3.3 will be for the period of the work performed only.
- c) G3 trainees will not receive G4 classification when covering G4 operators.
- d) Employees covering a G7 role, will receive an acting up allowance on top of their base rate to ensure they are paid at the G7 rate.

3.3.3 The Overtime roster will be administered by the shift delegate or their nominee. During the term of this Agreement, the parties may agree to modify the current overtime shift roster.

3.4 PAYROLL TIME RECORDING SYSTEM

3.4.1 Employees are required to comply with the payroll time recording system.

3.4.2 If the Company makes a definite decision to introduce a change to the current payroll time recording system, then the Company will consult with Employees as soon as reasonably practicable.

3.4.3 The Company will give genuine consideration to matters raised about the change to the payroll time recording system by the relevant Employees.

3.5 PUBLIC HOLIDAYS

3.5.1 When 25 April (ANZAC Day) is a Saturday or Sunday, the following Monday is to be a public holiday-in substitution for ANZAC Day (Substituted ANZAC Day). The Substituted Anzac Day is then the public holiday and Anzac day is not a public holiday.

3.5.2 Easter Saturday will be observed Easter Saturday as a public holiday for shift workers.

- 3.5.3 All other public holidays will be recognised as those gazetted by the NSW Government will apply.
- 3.5.4 A 12 hour shiftworker required to work a on a public holiday, except 25 December (Christmas Day) must be paid as follows:

12 hour shift	Public holiday rate
First eight hours	300%
Any additional hours, excluding overtime	200%
Overtime	300%

- 3.5.5 A twelve (12) hour shiftworker required to work on 25 December (Christmas Day) must be paid treble time.
- 3.5.6 The extra rates are in substitution for and not cumulative upon the shift penalties.
- 3.5.7 Where a twelve (12) hour shift worker’s rostered day off falls on a public holiday, the twelve (12) hour shiftworker is entitled to eight (8) hours of pay at the ordinary lime rate.
- 3.5.8 For reasons of excessive cost to close down machinery or processes operated by such shift workers, subject to clause 3.7.7 if the Company requires a twelve (12) hour shiftworker to work on a Public Holiday, then in the first instance, the Company will call for volunteers to work at least one (1) week prior to the relevant Public Holiday.
- 3.5.9 If there are insufficient volunteers who are competent to perform the relevant work, then the Company may require any Employee to work on the relevant Public Holiday.
- 3.5.10 In the case of unforeseen circumstances arising, the obligation of the Company in clause 3.5.7 to call on volunteers is waived and Employees will be required to work on the relevant public holiday.
- 3.5.11 Any dispute arising from this clause shall be immediately referred to the Fair Work Commission.
- 3.5.12 The Company will observe the first Monday of August each year as a public holiday being the AWU/Visy Family Day.
- 3.5.13 Where an overtime- shift falls on a public holiday, then for the purpose of pay calculations only, the overtime shift roster will be moved to a day to be agreed by the GCC.
- 3.5.14 Where a shift spans midnight, any public holiday penalties will be determined by the day on which the shift commences (as opposed to which day the majority of hours are worked), and such penalties will be paid for the entire shift.

3.6 DAYLIGHT SAVINGS

- 3.6.1 An Employee who works a shift that coincides with the commencement or termination of daylight savings will be paid for the number of hours actually worked.

3.7 12 HOUR SHIFT WORK

- 3.7.1 Continuous work will be organised on two (2) shifts each of twelve (12) hours on any one (1) day and followed by two (2) night shifts each of twelve (12) hours followed by four (4) days off, therefore being an eight (8) day cycle.
- 3.7.2 Shiftworkers who work twelve (12) hour days will either commence at 7.00am (**twelve (12) Hour Day Shift**) or 7.00pm (**twelve (12) Hour Night Shift**), unless otherwise agreed. Shift commencement times will be reviewed within the life of this agreement through consultation with employees through the (GCC) Glass Consultative Committee.
- 3.7.3 The ordinary hours of work for shiftworkers are to average thirty (38) hours a week inclusive of meal and rest breaks over the roster cycle.
- 3.7.4 On each shift, shiftworkers must be allowed two (2) paid thirty (30) minute crib Meal breaks. Longer paid breaks will be permitted, subject to operational requirements being met.
- 3.7.5 Each shiftworker will be permitted during the first or second half of a day or shift to a paid rest pause of ten (10) minutes for refreshment.
- 3.7.6 The time at which the rest pause referred to in clause 3.7.3 will be taken in the case of each shiftworker will be at the discretion of the Company.
- 3.7.7 The daily ordinary hours of work for each shiftworker - is a maximum of twelve (12) hours.
- 3.7.8 Day shift workers will be paid between the hours of 3.00pm and 7.00pm on any day which they attend for work, Monday to Friday inclusive (except on a public holiday), 15% more than the ordinary rates.

3.8 STARTTIMES

- 3.8.1 12 hour Shift Start times may be changed by mutual agreement, subject to operational requirements

3.9 JOB CHANGE WASH UP TIME

- 3.9.1 Employees will be allowed up to a maximum of 10 minutes wash up time at the end of shift, subject to operational requirements.

3.10 HAND OVER

- 3.10.1 The parties acknowledge that hand over is critical and will occur within 15 minutes of a shift change.

PART 4 - LEAVE PROVISIONS

4.1 ANNUAL LEAVE

- 4.1.1 Other than where this agreement expressly provides for a greater entitlement, leave entitlements will be provided in accordance with the NES.
- 4.1.2 By agreement between the Company and Employee, five (5) single days of annual leave can be taken as referenced in clause 1.5. The Company will not withhold agreement if there are leave spaces available.
- 4.1.3 During machine outages/furnace rebuilds the Company will require, subject to the appropriate skills mix remaining, employees with the largest accruals to take leave. The parties are committed to the process of genuine consultation.

4.2 ANNUAL LEAVE ALLOCATION

- 4.2.1 The Company has a system of annual leave allocation that provides for the taking of annual leave within twelve (12) months of the accrual.
- 4.2.2 The Company will respond to an employee's written application for leave within eight (8) days except for Christmas leave applications.
- 4.2.3 An agreed Christmas Leave application system will be developed within three (3) months of the approval of this Agreement by Fair Work Commission.
- 4.2.4 The system of annual leave allocation operates to provide for the elimination of overtime coverage for annual leave.
- 4.2.5 Annual leave relief employees, as per Clause 11.5 is one (1) annual relief employee to every nine (9) employees or part thereof (a maximum of three (3) people off on Annual leave at one time/ Shift) and will not, generate overtime as a result of taking annual leave.
- 4.2.6 Once annual leave is allocated to an Employee, the Employee must take the annual leave in the period allocated. The annual leave period can be swapped with another Employee who has been allocated annual leave, provided that the right skill mix remains for the relevant period.
- 4.2.7 Employees may defer one (1) week of annual leave in each twelve month period so long as the Employees annual leave accrual does not exceed five weeks annual leave.
- 4.2.8 During machine outrages or furnace rebuilds, the Company may direct Employees to take annual leave. In the first instance, the Company will require - subject to the appropriate skill mix remaining - Employees with the largest annual leave accruals to take annual leave.
- 4.2.9 The Company, the Union Delegates and the Union are committed to the process of genuine consultation.
- 4.2.10 Unless agreed between the Company and Employee, on each occasion, annual leave must be taken in four (4) consecutive days (in a shift block).

4.3 CASHING OUT OF ANNUAL LEAVE

- 4.3.1 The Company and an Employee may agree to the cashing out of a particular amount of accrued paid annual leave.

- 4.3.2 Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement in writing between the Company and Employee.
- 4.3.3 Paid annual leave must not be cashed out if the cashing out would result in the Employee's remaining accrued entitlement to paid annual leave being less than four (4) weeks.
- 4.3.4 An Employee must be paid at least the full amount that would have been payable to the Employee had the Employee taken the leave that the Employee has forgone.
- 4.3.5 The Company, at its absolute discretion may agree to allow an Employee to cash out his or her annual leave in accordance with this clause. When deciding whether or not to agree to a request to cashing out of annual leave, the Company will take into account the Employee's accrued annual leave entitlement and whether a period of annual leave has been cashed out within the last twelve (12) month period.

4.4 ANNUAL LEAVE FOR SHIFTWORKER

- 4.4.1 For each year of continuous service with the Company, shiftworkers is entitled to two-hundred (200) hours of annual leave.
- 4.4.2 Unless agreed between the Company and Employee, on each occasion, annual leave must be taken in four (4) consecutive days.
- 4.4.3 Where an employee has been engaged on twelve (12) hour shifts for part of the twelve (12) monthly period, such employee will be entitled to a prorata of 16.66 hours for each month so engaged.

4.5 LONG SERVICE LEAVE

- 4.5.1 An Employee is entitled to thirteen weeks of long service leave with pay after ten (10) years' continuous service with the Company and is subsequently entitled to thirteen (13) weeks of long service leave with pay after each additional ten (10) years' continuous service.
- 4.5.2 Long service leave may be granted in advance.
- 4.5.3 Pro rata Long Service Leave on termination:
 - a) In the case of an Employee who has completed at least seven (7) years' continuous service with an Company and whose employment is terminated, resigned or has died, the Employee is entitled to a proportionate amount of long service leave calculated on the basis of thirteen weeks for ten (10) years' service.
- 4.5.4 Rostered shift penalties:
 - a) 17.5% loading for Employees will apply on a prospective basis to long service leave accruals from 1 July 1999.
 - b) Relevant rostered shift penalties for shift workers will apply on a prospective basis to long service leave accruals operative on or from 1 July 2000. The relevant rostered shift penalties for shiftworkers are in substitution for, not in addition to the 17.5% loading provided for in clause 4.5.5a).
- 4.5.5 At the election of the employee, the employee can request payment either:
 - a) At the same times and in the same manner as payment would have been made if the employee remained on duty.

- b) In advance for the whole of the period when the employee commences the period of leave. If the employee's rate of pay changes in accordance with clause 2.3, the Company will adjust the advance payment to give effect to the changed rate upon the employee's return to duty.
- c) Any approved leave as a listed in this Agreement will count towards service in accumulating long service leave.

4.6 PERSONAL / CARER'S LEAVE

4.6.1 Personal/carer's leave is provided for in the NES.

4.6.2 In summary, under the NES an Employee (other than a casual Employee) is entitled to ten (10) days, (eighty (80) hours for shift workers) of paid personal/carer's leave for each year of service which can be taken:

- a) Because the Employee is not fit for work because of a personal illness, or personal injury, affecting the Employee; or
- b) To provide care or support to a member of the Employee's immediate family, or a member of the Employee's household, who requires care or support because of:
 - i) A personal illness, or personal injury., affecting the member; or
 - ii) An unexpected emergency affecting the member.

4.6.3 Definition of immediate family or household of the employee is in with reference to the NES:

- a) An Employee's entitlement to paid personal/carer's leave accrues progressively during a year of service according to the Employee's ordinary hours of work, and accumulates from year to year; and
- b) Immediate family means a spouse, de facto partner, child, parent, foster parent, grandparent, grandchild or sibling of the Employee or a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee.

4.6.4 Personal/carer's leave usage review are based from an employee's anniversary date.

4.7 CASHING OUT OF PERSONAL / CARER'S LEAVE

4.7.1 The Company and an Employee may agree to the cashing out of a particular amount of accrued paid personal/carer's leave.

4.7.2 Each cashing out of a particular amount of paid personal/carer's leave must be the subject of a separate agreement in writing between the Company and Employee.

4.7.3 Paid personal/carer's leave must not be cashed out if the cashing out would result in the Employee's remaining accrued entitlement to paid personal/carer's leave being less than fifteen (15) days.

4.7.4 An Employee must be paid at least the full amount that would have been payable to the Employee had the Employee taken the leave that the Employee has forgone.

4.7.5 The Company will agree to cash out personal/carer's leave if the Company has not already cashed out \$200,000 or more dollars' worth of personal/carer's leave in any twelve month period to employees employed by the Company (Cash in Limit).

- 4.7.6 On each Agreement anniversary date, the Company will review the Cash in Limit. If the average amount of cash in requests in the preceding twelve (12) month period is more than the Cash in Limit, then the Company will increase the Cash in Limit to an amount equal to the average amount of cash in requests. The average amount of cash in requests is based on the total amount the Company would have had to cash out had each request been approved.
- 4.7.7 For the purpose of clause 4.7.6 the Agreement anniversary date is each twelve (12) months from the date the Agreement commences.
- 4.7.8 Employees are required to provide a medical certificate or other suitable evidence for any personal / carer's leave taken:
- a) Immediately before or after annual leave; or
 - b) Where the leave is greater than two (2) consecutive working days.

4.8 COMPASSIONATE LEAVE

- 4.8.1 Compassionate leave is provided for in the NES.
- 4.8.2 In summary, under the NES an Employee is entitled to two (2) days of compassionate leave for each occasion when a member of the Employee's immediate family, or a member of the Employee's 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 life; or
 - c) Dies.
- 4.8.3 In addition to the NES, the Company will provide an Employee with an additional day of compassionate leave for each occasion when a member of the Employee's immediate family:
- a) Dies within Australia; or
 - b) Dies outside of Australia and the Employee attends the funeral.
- 4.8.4 An Employee (other than a casual Employee) who is entitled to compassionate leave will be paid at the Employee's base rate of pay for the Employee's ordinary hours of work in the period of the leave.
- 4.8.5 A shiftworker who is rostered to work on the current twelve (12) hour shift roster (other than a casual Employee) and is entitled to compassionate leave will be paid at the Employee's base rate of pay for the Employee's ordinary hours of work in the period of the leave, plus any relevant rostered shift penalties.

4.9 PARENTAL LEAVE

4.9.1 Unpaid parental leave is provided for in the NES.

4.9.2 Eligible Employees are entitled to:

- a) Six (6) weeks paid maternity leave; or
- b) Three (3) day's paid paternity leave
- c) Up to forty six (46) weeks unpaid maternity leave
- d) Up to fifty-one (51) weeks and two (2) days unpaid paternity leave

4.9.3 An Employee (other than a casual Employee) who is entitled to maternity or paternity leave will be paid at the Employee's base rate of pay for the Employee's ordinary hours of work in the period of the leave. This excludes overtime, shift penalties etc.

4.9.4 In the event the Federal Government introduces a paid maternity or paternity leave scheme, this will be absorbable, i.e: not applied in addition to the above.

4.9.5 The Company will continue to make superannuation payments on behalf of employees on parental leave. Payments will be based on the employee's average superannuation payments for the 12 months service preceding leave commencing, and will be paid for up to six months (a maximum of \$5000).

4.10 EXTENDED PERSONAL LEAVE

4.10.1 Extended sick leave will be offered to employees who suffer long term illness or injury outside work in order to provide employees financial stability and alleviate any hardship which may be caused as a result of such illness or injury.

4.10.2 Payment will be based on standard hours of work.

4.10.3 Relevant rostered shift penalties for shift workers will apply only upon a return to work in accordance with their return to work program.

4.10.4 The period of cover will be fair and reasonable depending upon the nature of the illness or injury and subject to the following conditions:

- a) A minimum waiting period of twenty-seven (27) calendar days from the lime of absence will apply before accessing this policy.
- b) Employees can, where available, utilise their accrued sick, annual and long service leave during the waiting period, however, all accrued sick leave must be utilised before accessing the policy.
- c) Annual and Long Service Leave will not be forced upon an employee.
- d) Employees will fully co-operate with a return to work program approved by the treating doctor.
- e) Employees will consent to being examined, if required, by the Company Doctor.
- f) Employees who do not accept a return to work program will not receive any payment under this policy.

- g) Any dispute over the application of this policy will be referred to a dispute arbiter agreed to by the parties on a site by site basis.

4.10.5 If an employee who is granted this leave and who has cashed out any sick leave within six (6) months, the waiting period will be extended for the amount of hours that was cashed out.

4.11 DOMESTIC VIOLENCE LEAVE

4.11.1 Employees who experience domestic violence by an immediate family member or de-facto partner are entitled to ten (10) days of paid domestic violence leave for the purpose of:

- a) Attending legal proceedings, counselling, appointments with medical or legal practitioner;
- b) Relocation or making other safety arrangements;

4.11.2 The Company at its sole discretion may grant an Employee an additional amount of Domestic Violence Leave.

4.11.3 The Company can engage labour hire employees to cover a period of domestic violence leave taken by an Employee, refer to clause 2.5.1

4.11.4 Payment:

- a) Domestic Violence Leave will be paid in the same way that personal/carer's leave is paid.

4.11.5 Notice:

- a) An Employee who needs to take domestic violence leave must notify the Company as soon as reasonably practicable.

4.11.6 Evidence requirements:

- a) If required by the Company, Employees must provide evidence that would satisfy a reasonable person.
- b) In the form of a document issued by the NSW Police, a Court, a Registered Medical Practitioner, a Family Violence Support Service or a Lawyer; that the leave is for the purpose set out in clause 4.11.

4.12 COMMUNITY SERVICES LEAVE

4.12.1 Community service leave is provided for in the NES.

4.12.2 Paid voluntary emergency management activity leave:

- a) Subject to clause 4.12.2b), an Employee who is engaged in a voluntary emergency management activity that involves dealing with an emergency or natural disaster in the local community is entitled to voluntary emergency management activity leave.
- b) Subject to operational requirements, an Employee who is entitled to voluntary emergency management activity leave will be granted leave without loss of pay.

- c) To be eligible for paid voluntary emergency management activity leave, the Employee must provide the Company with evidence from the relevant recognised emergency management body that the Employee was required to deal with an emergency or natural disaster in the local community.
- d) For the purpose of clause 4.12, the definition of voluntary emergency management activity and recognised emergency management body is provided for in the Fair Work Act 2009.

4.12.3 Australian Defence Reservists leave:

- a) The Company, at its sole discretion, may grant an Employee who is a Defence Reservists with up to ten (10) days paid Reserve leave each year, in addition to annual leave. Reserve leave does not accumulate from year to year.
- b) An Employees entitlement to Reserve leave does not accumulate from year to year,
- c) An Employee who is entitled to Reserve leave will be paid in the amount the Employee would receive if taking annual leave for the period of the leave minus any amount the Employee receives from the Australian Defence Force.
- d) To be eligible for paid Reserve leave, the Employee must provide the Company with relevant evidence from the Australian Defence Force.

PART 5 - TRAINING, COMPETENCIES AND CLASSIFICATION

5.1 ADDITIONAL TRAINING FOR HEALTH AND SAFETY REPRESENTATIVES

- 5.1.1 If requested by the Health and Safety Committee, the Company will allow a Health and Safety Representatives (HSRs) to attend two (2) additional days of training in work health safety. The two additional days are in addition to the obligations to train health and safety representatives provided for in the Work, Health and Safety Act 2011.
- 5.1.2 The Company will approve the Health and Safety Committee's request if the additional training will support the HSR's ability to perform his or her HSR duties.
- 5.1.3 For purpose of clause 5.1.1, the definition of HSR is provided for in the Work, Health and Safety Act 2011.
- 5.1.4 The Union can request the Health and Safety Committee to consider making a request to the Company for additional training in work health and safety.

5.2 RENEWAL OF LICENSES

- 5.2.1 The Company agrees to reimburse licenses but only:
 - a) On a case by case basis (post trade licenses only)
 - b) Skills acquired must be utilized
 - c) Where an allowance for such work and/or license is not already attracted.

PART 6 - CONSULTATION

6.1 CONSULTATION

6.1.1 The Company is required to consult Employees and the AWU NSW when it:

- a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
- b) proposes to introduce a change to the regular roster or ordinary hours of work of employees, subject to clause 3.7, twelve (12) Hours Shift Roster.

6.1.2 However, the Company is not required to disclose confidential information or be unfavourable to the employer's interests to the relevant Employees.

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

Major workplace change:

6.1.4 For a major workplace change referred to in clause 6.1, the Company must as soon as reasonably practicable:

- a) Discuss with the relevant Employees and the Unions;
 - i) The introduction of the change;
 - ii) The effect the change is likely to have on the Employees;
 - iii) Measures the Company is taking to avert or mitigate the adverse effect of the change on the Employees; and
 - iv) Shall give prompt consideration to matters raised by the employee and/or their unions ,in relation to changes.
- b) For the purposes of the discussion-provide, in writing, to the relevant Employees and the Union:
 - i) all relevant information about the change including the nature of the change proposed;
 - ii) information about the expected effects of the change on the employees; and
 - iii) any other matters, likely to affect the employees.
- c) The parties are committed to the process of genuine consultation in the workplace and during consultation process, either party has the right to invoke the agreed dispute resolution procedure.

6.1.5 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 Company's workforce or to the skills required of Employees; or

- c) The elimination or decrease 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 other work or another workplace; or
- g) The restructuring of jobs.

6.1.6 Proposed change to regular roster or ordinary hours of work

6.1.7 As soon as practicable after proposing to introduce the change as referred to in clause 6.1.1b) the Company must:

- a) Provide all relevant information about the change, 'including the nature of the change; and
- b) Information about what the Company reasonably believes will be the effects of the changes on the employees; and
- c) Consider any views given by the employees about the impact of the change; and
- d) Invite the Employee to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
- e) The employer must give prompt and genuine consideration to matters raised by the relevant employees.

Post major change review:

6.1.8 This term applies if the Company:

- a) Has implemented a major change to production, program, organisation, structure or technology in relation to its enterprise, which was subject to the operation of clause 6.1 and that has had a significant effect on the employees.
- b) A major change has had a significant effect on employees if it has resulted in:
 - i) The termination of the employment of employees;
 - ii) Major change to the composition, operation or size of the Company's workforce or to the skills required of employees;
 - iii) The elimination or diminution of job opportunities (including opportunities for promotion or tenure);
 - iv) The alteration of hours of work;
 - v) The need to relocate employees to other work or another workplace; or
 - vi) The restructuring of jobs.

6.1.9 If requested, the Company agrees to hold a post-implementation review up to twelve (12) months after the implementation date of the major change.

6.1.10 The purpose of the post-implementation review is to assess whether or not the change has delivered what the Company needed, or wished to be achieved with the change and the effect that the change had on the employees affected by the change.

6.1.11 Nothing in this clause requires the Company to make further changes.

6.2 CONSULTATIVE COMMITTEES

6.2.1 Glass Consultative Committee (GCC):

6.2.2 The GCC shall meet on a monthly basis (unless otherwise agreed to) to discuss matters relating to this agreement and other work related issues.

6.2.3 The Committee shall consist of:

- a) relevant site management representative, including the Plant Manager (or nominee), Human Resources Manager and other Managers.
- b) Senior Site Delegate, union delegates and the AWU official and noting that:
 - i) representation can include employee representatives when union delegate is not available, that include from shift, batch & furnace, change crew & mould shop.
- c) Other relevant persons may be invited to attend as required.
- d) For the purposes for production, one (1) person from each rostered shift is to attend the GCC.
- e) Committee Chair will be an employee member of the committee who is a regular attendee of the GCC and can be rotated.

6.2.4 Committee Secretariat will be provided by the company

6.2.5 Role of the GCC is to promote a collaborative approach between all parties to best address issues and find appropriate solutions based on ensuring that we remain fair and competitive for the sustainability of the business.

6.2.6 The GCC is to address issues such as (but not limited to):

- a) Overview of WHS issues
- b) Update on permanent labour force
- c) Non-payroll labour issues;
- d) Introduction of, or changes to, workplace policies;
- e) Performance of the business;
- f) Contemplated changes to, & implementation of, workplace methods, size of workforce, job design, skill formation, training and the working environment both physical & mental.
- g) Current training program for the business,
- h) Training schedule for each employee based on skills matrices;

- i) Monitor training for employees undergoing promotional training or performance improvement;
- j) Future training requirements of employees and the business;
- k) Rotation and cross skilling matters.

PART 7 – POLICY, PROCEDURES AND STANDARDS

7.1 DISCIPLINARY PROCEDURE

7.1.1 The Company has guidelines which regulate the behaviour of both the Company and its employees. Discipline procedure is based on three categories: work performance; behaviour; or attendance. When an employee's standard falls below acceptable standards the disciplinary procedure is used to encourage improvement and the company will provide the employee opportunities to rectify the issue of concern.

7.1.2 Counselling and Discipline policy has four (4) distinct stages to follow:

- a) Formal Counselling(s)
- b) Written Warning(s)
- c) Final Written Warning(s)
- d) Termination of Employment

7.1.3 At all stages the employee, employee's manager and if requested his/ her employee representative will meet to discuss the employee's unacceptable behaviour or conduct.

7.1.4 At each interview, the employee's Manager will:

- a) Advise the employee of the reasons for the discussion
- b) Give the employee the opportunity to respond to the allegation
- c) Give due consideration to the employee's response and reasons given.
- d) If these are satisfactory there is no reason to continue with further steps.
- e) Outline the improvements required of the employee to avoid a recurrence
- f) Offer available assistance to the employee to achieve the standard required.
- g) Outline the consequences for the employee if the conduct / behaviour continues
- h) Determine a date for review and discussion between parties (eg: three (3) months).
- i) A warning shall be reviewed after twelve (12) months then removed from the employees personal records.

7.1.5 The number of corrective steps will depend on the severity of the conduct or behaviour In question. Warnings are based on the specific category and are not cumulative across categories.

Summary Dismissal:

7.1.6 Unfortunately, there may be circumstances where the breach of rules is severe enough to warrant instant dismissal.

7.1.7 The Company has the right to dismiss any employee without notice for proven serious or wilful misconduct.

- 7.1.8 Some examples of serious or wilful misconduct may include fighting at work, drunkenness, vandalism and gross insubordination.
- 7.1.9 In a situation where serious misconduct is alleged the Company will notify the appropriate Union Official(s) and it may be inappropriate for the employee to continue working which may require suspension, Whilst the employee is on suspension, pay will continue whilst the matter is being investigated. Such notification will not impede progression of the matter.
- 7.1.10 However, if the investigation and subsequent information gathered is determined to be serious enough to warrant instant dismissal, the employee may be summarily dismissed, any such termination of employment shall not be harsh, unjust or unreasonable.

7.2 ATTENDANCE IMPROVEMENT

- 7.2.1 Where there is an alleged abuse of personal leave provisions, on a case by case basis, the company representatives (Departmental Manager and HR Manager) will, in conjunction with the employee and his/her Union Representative and Senior Delegate, review the evidence concerning the matter.
- 7.2.2 Where it is agreed that this evidence represents abuse of the sick leave provision the employee concerned will be required. to produce medical certificates from a qualified medical practitioner for all further sick leave absences for a period of twelve (12) months from the date of review (irrespective of anniversary date of sick leave entitlement).
- 7.2.3 Failure to produce a medical certificate in these circumstances may lead to appropriate disciplinary action in accordance with Clause 7.1 of this agreement.
- 7.2.4 member being relieved. In instances where higher duty work is performed immediately prior to the taking of annual leave the terms of the Modern Award will apply.

7.3 PERSONAL STANDARDS AND UNIFORMS

- 7.3.1 In order to meet customer expectations, customer industry standard requirements will be implemented.
- 7.3.2 Clause 7.3 addresses issues such as:
- a) uniforms, all aspects including buttons, pockets and caps
 - b) safety glasses
 - c) hearing protection
 - d) jewellery
 - e) finger nails and false nails
 - f) washing hands
- 7.3.3 Employees are required to adopt changes in work practices, personal dress and protective clothing as determined by customer requirements into the future.
- 7.3.4 The parties are committed to the process of genuine consultation in the workplace and communication meetings will take place before implementation of changes.
- 7.3.5 During the consultation process, either party has the right to invoke the agreed dispute resolution procedure as per clause 7.8.

7.4 FACILITIES

- 7.4.1 The Company shall continue to provide facilities to the satisfaction of the parties to this Agreement including the provision of lockers, drinking and boiling water, appropriate protective clothing, heating and cooling, ventilation, dining and rest room facilities.
- 7.4.2 Any disagreements about the adequacy of facilities shall be dealt with through the consultative process of this Agreement and the disputes settlement procedure.

7.5 DRUG AND ALCOHOL POLICY

- 7.5.1 The Company, the Employees and the Union are required. to comply with the Company's drug and alcohol policy, as varied from time to time

7.6 ENVIRONMENT, HEALTH AND SAFETY

- 7.6.1 The Company, the Employee and Union aspire to achieve a workplace with zero environmental, occupational health or safety incidents.
- 7.6.2 The Work, Health and Safety Act 2011 sets out a number of obligations that the Employee and Company must comply with.

7.7 RETIREMENT POLICY FOR SHIFTWORKERS

- 7.7.1 Subject to clause 7.7.3, the Company's retirement policy applies to shiftworkers with at least ten (10) years continuous service with the Company, who wish to retire and are:
- a) Fifty-seven (57) years old or older; or
 - b) Fifty-five (55) years or older and are retiring because of medical reasons.
- 7.7.2 Under the Company's retirement policy, eligible Employees will be:
- a) Paid all unused personal/carer's leave accrual on retirement; and
 - b) Entitled to reimbursement for any retirement or financial counselling up to a maximum of \$3,000.
- 7.7.3 To be eligible for the Company's retirement policy, an Employee must provide written notice of retirement to the Company in a timely fashion. Once an Employee gives the Company notice of retirement: the notice cannot be rescinded.
- 7.7.4 During the retirement notice period, an Employee will continue working their rostered hours with no loss of shift. penalties and support all required training initiatives.
- 7.7.5 Where an employee has moved from shift work to day work prior to giving notice of retirement, the Company may- on application, recognise time spent on shift on a pro rata basis for the purposes of clause 7.7
- 7.7.6 If an Employee dies during their retirement notice period, the Company will pay the Employee's unused personal/carer's leave into the Employees estate.

7.8 DISPUTE SETTLEMENT PROCEDURE

- 7.8.1 Subject to clause 7.8.2, if a dispute relates to a matter arising under the Agreement;
- a) The National Employment Standards; or

- b) Any issue, grievance or dispute over any matter between the parties to this Agreement. This will apply whether the matter in dispute related directly to a matter dealt with by this Agreement or not.
- c) this term sets out procedures to settle the issue, grievance or dispute.

7.8.2 This dispute settlement procedure does not apply to Work, Health and Safety matters. It is expected that the Work, Health and Safety Representatives will follow the relevant procedures in the resolution of any health and safety matters.

7.8.3 The Company or an Employee who is a party to the issue, grievance or dispute (referred to as "the matter") may appoint a representative for the purposes of the procedures in this term.

7.8.4 An Employee or the Union or the Company has an issue., grievance or dispute, must take the following steps:

Step	Employee / Union Dispute	Company Dispute
One	In the first instance, the Employee or the Union Delegate must raise the issue, dispute or grievance (the "matter") with the Employee's immediate supervisor	In the first instance, the Company supervisor or human resources manager will raise the matter with either the employee, union delegate and/or the senior site delegate.
Two	If the matter has not been resolved in step one or the Employee or the Union cannot reasonably raise the dispute or grievance with the Employee's immediate supervisor; the Employee or the Union Delegate may escalate the matter involving their Union official and in writing to a more senior management or human resources.	Following Step One being unresolved, the Company representative will escalate the matter to Human Resources Manager/Plant Manager and with the Union Official and in writing.
Three	Failure to resolve the matter in the previous, the matter may be referred to Fair Work Commission (FWC).	Failure to resolve the matter In the previous, the matter may be referred to Fair Work Commission (FWC).

7.8.5 At all steps, the Employee or the Union and the Company must try to resolve the dispute or grievance at the workplace level.

7.8.6 An Employee or the Union can skip step one and move straight to step two (2) if the Employee or the Union cannot reasonably raise the dispute or grievance with the Employee's immediate supervisor.

7.8.7 When a Party is lodging the matter with the other Party in Step Two (2), it shall be in writing an outline of the matter and if possible, suggested solutions.

7.8.8 Matters referred to FWC, FWC may deal with the dispute in two (2) stages:

- a) FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- b) If FWC is unable to resolve the dispute at the first stage, FWC may then:
 - i) Arbitrate the dispute; and

ii) Make a determination that is binding on the parties.

7.8.9 A decision that the FWC makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the FW Act. Therefore, an appeal may be made against the decision.

7.8.10 While the above steps are being undertaken:

- a) No industrial action of any nature, either directly or indirectly, must be taken;
- b) The Company will ensure that all practices applied during the operation of the procedure is in accordance with safe working practices;
- c) The Company will ensure that all practices applied during the operation of the procedure are in accordance with safe work practices and consistent with established custom and practice at the workplace.

7.9 OUTPLACEMENT SUPPORT

7.9.1 Where outplacement services are provided to employees under this agreement, the Company will use an AWU nominated supplier, provided that the cost is not higher than the Company's preferred supplier.

PART 8 - UNION RELATED MATTERS

8.1 PAID TRADE UNION TRAINING LEAVE

- 8.1.1 Subject to operational requirements, each Union Delegate is entitled to ten (10) days paid union delegates leave per calendar year to attend training on matters pertaining to the employment relationship (Delegates Training Leave).
- 8.1.2 Delegates Training Leave may include attendance at union national industry meetings or NSW Branch Executive meetings for those so elected.
- 8.1.3 Trade union training leave accrues from year to year to a maximum of forty (40) days.
- 8.1.4 Without limiting clause 8.1.3, Union Delegates must not take more than 10 days of Delegates Training Leave each year.
- 8.1.5 The Company and the Union can agree that the pool of Delegates Training Leave can be used to allow a Union Delegate to attend a trade union training course up to a maximum of four (4) weeks per annum.
- 8.1.6 Union Delegates who are entitled to Delegates Training Leave will be paid their normal weekly wage for the period of training.
- 8.1.7 Payments to any one Union Delegate for Delegates Training Leave will not exceed the equivalent of ten (10) days full pay, including non rostered days (8 hours) in any year, unless it is taken in accordance with clause 8.1.5.
- 8.1.8 The combining of individual union pools is not permitted.
- 8.1.9 For the purpose of clause 8.1 "year" means a full calendar year.

8.2 UNION DELEGATES

- 8.2.1 The Company will recognise Employees who are appointed to be union delegates as the accredited representative of the Union.
- 8.2.2 Union delegates will be given the necessary time during working hours to interview the Company or union representative on matters pertaining to the employment relationship

PART 9 - REDUNDANCY

9.1 EMPLOYMENT SECURITY

- 9.1.1 A stable, committed and skilled workforce will assist in providing job security.
- 9.1.2 The Company undertakes that no Employees will be made forcibly redundant as a result of the implementation of workplace change items under this Agreement
- 9.1.3 In the event that the Company proposes redundancies due to a change in market conditions brought about by loss of contract, increased competition due to market development, change supply methods by clients or other unforeseen reasons, discussions will take place between the Company and affected Employees in accordance with clause 6.1 and paid in accordance with clause 9.2.

9.2 REDUNDANCY

- 9.2.1 Entitlement to redundancy pay under the NES:
 - 9.2.2 In lieu of the redundancy pay amount in section 119 of the Fair Work Act 2009, an Employee is entitled to four weeks redundancy pay for each completed year of continuous service with the Company.
 - 9.2.3 For an incomplete year of continuous service with the Company, the Employee is entitled to pro-rata redundancy pay for each completed month of continuous service with the Company.
 - 9.2.4 The amount of redundancy pay equals the total amount payable to the Employee for the redundancy pay period at the Employee's weekly pay, plus any relevant rostered shift penalties.
 - 9.2.5 Weekly pay means the normal rate of pay for an ordinary week's work at the time of redundancy (i.e. 38 hour week) but excludes overtime, disability allowances, special rates and incentive bonuses.
 - 9.2.6 Relevant rostered shift penalties means the total roster weekly average of afternoon shift (where relevant), night shift, Saturday shift and Sunday shift; but does not include rostered overtime shift.
 - 9.2.7 Period of notice or payment in lieu in accordance with the Award.
 - 9.2.8 All retrenched employees shall receive the value of untaken personal leave standing to their credit at the time of termination of service.
 - 9.2.9 9.2.9 Redundant employees will receive 4 week's severance pay.
 - 9.2.10 Retrenched employees shall receive a loading of 17.5% (or for shift workers the applicable shift loading whichever amount is greater) on all untaken annual leave or long service leave that is paid out.
 - 9.2.11 All retrenched employees with more than five (5) years continuous service will receive pro-rata long service leave in accordance with clause 4.5 of this Agreement.
 - 9.2.12 Extra redundancy pay:
 - 9.2.13 If the Company terminates an Employee's employment by way of redundancy, then the Employee is entitled to be paid extra redundancy pay as follows:
-

Employee's period of continuous service with the Company on termination.	Extra redundancy pay
Less than five years	\$3,000
At least five years	\$5,000

9.2.14 Redundancy: shift penalties:

9.2.15 If the Company directs an Employee to transfer from shift work to day work on a permanent basis and the Employee is made redundant within two (2) years of the date of the transfer, then the Employee's redundancy payments will be calculated using whichever of the following rates is higher;

- a) The Employee's rate of pay as a day worker at the time of termination or;
- b) The Employee's normal rate of pay over the previous 10 years of continuous service plus relevant rostered shift penalties. If the Employee has less than 10 years of continuous service, the averaging period will be the period of employment.

9.2.16 If the Company directs an Employee to transfer from day work to shift work on a permanent basis and the Employee is made redundant, then the Employee's redundancy payments will be calculated by using the Employee's normal rate of pay plus relevant rostered shift penalties.

9.2.17 For twelve (12) months from the date of termination by way of redundancy, redundant employees will be given preference of reemployment should the Company need to employ new Employees under the same classification.

9.2.18 If an Employee dies during their notice period, all the benefits of this clause will be paid to the Employee's estate.

PART 10 - OTHER MATTERS

10.1 EMPLOYEE ENTITLEMENTS

- 10.1.1 All parties agree that the issue of employee entitlements is a significant one and one which should be given priority should circumstances arise whereby the commercial sustainability of the business is threatened. Whilst no such circumstances are foreseen, the Company agrees that should such circumstances arise, discussions will occur between the parties as to the manner in which employee entitlements may be secured.

PART 11 - CLASSIFICATION STRUCTURE

11.1 JOB CHANGE IMPROVEMENT

- 11.1.1 All job change tasks will be shared by the hot end and cold end job change crews and maintenance employees.
- 11.1.2 Hot end and cold end job change crews must undergo competency-based training in job change tasks.
- 11.1.3 When required due to manning shortages, employees classified as G4 will be asked on a voluntary basis to carry out any or all job change duties on their designated line, including colour changes and, use such tools and equipment as may be required as are within the limits of the Employee's skills, competence and training.
- 11.1.4 An employee who is directed to perform work in accordance with clause 11 will be paid the G5 rate of pay for such shift.
- 11.1.5 An Employee who is directed to perform two (2) or more job changes in accordance with clause 11.1.3 in any one (1) shift block, will be paid the G5 rate for the entire shift block.
- 11.1.6 For the purpose of this clause, a shift block is the number of shifts between two (2) single or consecutive days off, including rostered days off and leave.

11.2 SP4 AND FURTHER INVESTMENT

- 11.2.1 It is anticipated that in or around April 2024 the SP4 Furnace Project will be complete and become operational. As a result of the significant investment in new technologies and production equipment on SP4, the parties recognise that some elements of this Agreement do not support the productivity, efficient and flexibility outcomes that are anticipated.
- 11.2.2 Accordingly, the following shall apply to SP4:
- a) Due to the new technology including lifting equipment and notwithstanding clause 11.1.3, all G4 employees working on SP4 shall participate in job change activities as required. In accordance with clause 11, payment at a G5 continues to apply for such work however there will be no voluntary element as exists in clause 11.1.3.
 - b) Due to the introduction of new technology that will alter the tasks required for a G7 to perform on SP4, clause 11.6.15 (G7 Classification) shall operate so as to recognise the new SP4 work arrangement as one single process line.
- 11.2.3 In the event another furnace line is upgraded across the life of the Agreement, the above amendments a) and b) shall also apply to that line subject to the outcome of the consultation process within this Agreement.

11.3 MOULD SHOP FLEXIBILITY

- 11.3.1 The Company, Employees and the Union agree that all tasks can be carried out by suitably trained and competent mould shop Employees.
- Mould cleaning
 - Spray coating
 - plunger polishing

- Coating

11.3.2 This clause does not operate to restrict current glassworker flexibilities.

11.3.3 All Employees concerned must undergo competency based training which are currently being carried out by maintenance employees.

11.4 VACANT SELECTION CRITERIA

11.4.1 An employee assessment test will be negotiated on an agreed basis for each available position.

11.5 PENRITH OPERATION ISSUES

11.5.1 The current personnel across the operation are as follows:

Number	Position	Level	Roster
6	Line Leader	G7	7:00 to 7:00
2	Cold End process specialists	G5	7:00 to 7:00
10	Multi-Skilled operator	G4	7:00 to 7:00
2	MSK Operator	G3 – G5	7:00 to 7:00
1	Palletiser Operator	G2 G5	7:00 to 7:00
(3)	Annual Leave Reliefs	G7 & 2 x G5	7:00 to 7:00
2	Production Forklift	G2	7:00 to 7:00
1	Batch Loader Operator	G2	6:00 to 6:00
0	Basement Forklift	G2	
1	Control Room Operator	G5	6:00 to 6:00
28	Total Shift		
1	Metrologist	G3	6:00 to 2:30 Friday 6:00 to 12:30
3	Mould Cleaner	G2	38 hour week
1	Mould Shop Store Person	G2	6:30 to 3:00 Friday 6:00 to 12:30
1	Batch and Furnace Annual Leave Relief	G5	6:00 to 6:00
1	Furnace Repair Day Work	G4	6:30 to 3:00 Friday 6:00 to 12:30
1	Job change Basement	G2	6:30 to 3:00 Friday 6:00 to 12:30

Number	Position	Level	Roster
1	Dayshift B&F Operator	G5	6:30 to 3:00 Friday 6:00 to 12:30
2 (1)	Batch House Upkeep	G2	6:30 to 3:00 Friday 6:00 to 12:30
13	Job Change Glass Workers	G5 – G6	Mon - Thurs: 7am - 3:30pm & Fri: 6am -2:30pm) (This contains 2 hours Overtime as per Memorandum of Agreement Job Change
1	General Stores Person	G2	7:00 to 3:30 Friday 7:00 to 1:00pm
2	Materials Forklift	G2	6:00 to 2:30 Friday 6:00 to 12:00 / 9:30 to 6pm, Friday 9:30 to 3:30.
4	Resort Operator	G2	38 hour week

ROSTERING ARRANGEMENTS	
Metrologist (Shift)	Twelve (12) hour shift pattern starting either 6.30am or 6.30pm.
Metrologist (Day)	6am - 2.30pm Mon-Thurs and Fri 6am-12.30
SFL Coating (Day)	Mon - Thurs 6.30am - 3pm, Fri 6am-12.30pm.
Mould Shop Stores (Day)	Thurs 6.30am - 3pm, Fri 6am-12.00pm
Batch & Furnace (Day)	Thurs 6.30am - 3pm, Fri 6am-12.00pm
Furnace Repair (Day)	Mon-Thurs: 7am - 3.30pm, Fri 6am-12:00pm.
Batch house upkeep and relief (Day)	Mon - Thurs 6am -2.30pm, Fri 6am -12pm)
Batch & Furnace (Shift)	Twelve (12) hour shift pattern starting either 6am or 6 pm.
Job Change Glassworkers (Day)	Mon - Thurs: 7am - 3:30pm & Fri: 6am -2:30pm) (This contains 2 hours Overtime as per Memorandum of Agreement Job Change
Materials Fork Lift Driver (Day)	Mon-Thurs: 6am -2.30pm, Fri 6am-12.30pm

11.5.2 Any change to the current personnel can occur as per clause 6.1, clause 7.7 and clause 7.8.

11.5.3 One verifier per two (2) lines.

- 11.5.4 No employee will be subject to any classification wage rate loss due to any restructure.
- 11.5.5 It is anticipated that the SP4 project due for completion in or around May 2024 will result in a reduction in personnel / positions of 24.

11.6 CLASSIFICATION STRUCTURE

Review of classification structure:

- 11.6.1 The Company agrees to review the classification structure, during the life of the Agreement.
- 11.6.2 The Company will respond to claims relating to the Broadbanding review within 3 months of evidence based data being provided.
- 11.6.3 The Union, the Senior Site Delegate and the Company's representatives will participate in the review of the classification structure.

Movement through classification structure:

- 11.6.4 To be considered for movement to the next classification level, an Employee must have been directly engaged by the Company in their current classification level for twelve (12) months, unless agreed by the Company.
- 11.6.5 An Employee who is not deemed skilled and competent by the Company to move to the next classification level will be placed on a formal performance improvement plan.
- 11.6.6 An Employee placed on a formal performance improvement plan will not be reclassified until he or she is deemed skilled and competent by the Company.

Core elements of the Classification Structure are:

- a) Rates of pay for each classification is specific to each plant.
- b) Model to be consistent with work performed and organisational structural change effected.
- c) Based on a true synergy with planned future plant structures.
- d) Career paths and upskilling opportunities for glassworkers.

11.6.7 G1 - PRODUCTION TRAINEE

This position covers work in all areas of the factory and the pertinent Glass Australia site which calls for the minimum skills covered by the skills set listed below. A new employee joining the organisation commences at this level and is expected to gain all the skills during the probationary period. This probationary period will be for a maximum of 3 months.

The skills set required at this level are as follows.

Communication and IR
Occupational Health & Safety
Quality Concepts
Manufacturing Process -

11.6.8 G2 - GENERAL PLANT OPERATOR

This category covers work activities which require in addition to the skill requirements referred to in the Glassworker 1 category, an understanding of and competence in working safely with and or around specified parts of the process machinery and its ancillary equipment.

Employees will be required to demonstrate competence in the minimum range of activities required in line with their specific/base role.

Employees will be required to be involved in safety inspections, hazard identification, accident investigation, risk assessment developing appropriate control measures and input related data

Employees will be required to train other employees on the job to the level of their competency

Employees will undergo training where required in more than the range of skills required for their specific/base role within their classification level. This classification level is broad covering a range of Shift and Day work functions. Indicative tasks are:

- Maintain high level of housekeeping in work area
- The operation of powered housekeeping and cleaning equipment such as mechanical brooms and industrial vacuum cleaners.
- Understand and take responsibility for the safe and effective operation of powered packaging aids such as ware palletisers, depalletisers. shrinkwrap, stretchwrap and strappers, either individually or grouped for automatic operation
- Identify the presence and magnitude of visible and gauging defects in formed ware and to separate on this basis, defective from standard ware
- The operation of single purpose machines used in the subsequent processing/inspecting of formed ware, such as applied pigment, decorating and labelling machines
- Operate Forklift and similar trucks including those equipped with high lift masts and special purposes accessories such as side shift, rotatable clamps and the like Front end loaders and other equipment designed for similar tasks and requiring similar skills and driver certification
- Conduct daily safety inspections on forklifts and other powered equipment being used
- Recognise by sight or by description and to certify the quantities and condition of the materials, packages and loads handled in either the store, warehouse or Batch House area
- Arrange and carry out the placement and stacking of goods so as to make best use of warehousing space and to simplify their later retrieval for either the store or warehouse area
- Perform activities necessary for the accurate recording of good movements

- Accept responsibility for the safe handling and security of the items received into the store
- Issue and ensure the accuracy of all authorised issues from the store
- Operate fixed/ mobile computerised systems essential for the correct measurements, movements, storage, and ordering of items in either the store, batch house or warehousing areas
- Initiate replenishment requests for stock items as indicated by these records
- The reconditioning and refurbishment of mould gear using fixed or portable powered grinders, oxyacetylene and welding equipment and other necessary aids
- An understanding of Furnace structure and operation
- Manipulate the operational controls of the mixing and conditioning equipment so as to ensure that batch of the required composition passes to the melting furnace
- Manipulate the operational controls of the filling on equipment so as to maintain the required level and distribution in the melting furnace
- Identify and rectify where possible malfunctions in the equipment
- Identify and report the maintenance needs of the equipment
- Prepare written operational records as required
- Manipulate the operating controls of the machinery and its ancillaries
- Recognise and attend to the lubrication needs of the machinery and its ancillaries
- Recognise and quantify evidence indicating off-standard performance of the equipment and its ancillaries
- Carry out operational adjustments needed to correct the performance of equipment, using the tools provided as needed
- Remove and replace related parts of equipment
- Carry out running repairs on the equipment
- Assist as required with Job Changes
- Participate in the investigation of customer complaints
- Work equivalent to the examples described above which calls for a similar level of specified developed skills

11.6.9 G2 - TEAM COORDINATOR

The position of Team Coordinator, where required applies to the G2 classification only.

This definition is to be read in conjunction with the G2 classification definition.

The position reports to the Departmental Manager or pertinent Supervisor.

General Scope:

Responsible for the coordination of all personnel and work activities in the required work group/ area and ensuring the efficient operation of the area.

Specific Responsibilities:

- To coordinate the activities of all employees in the work area
- To receive requests for work, ensure the work is carried out, and provide appropriate feedback to the pertinent Manager/ Supervisor
- To ensure breakdowns of machinery etc, are reported to the relevant maintenance personnel
- To maintain required operational records
- Meet regularly with the Department Manager/ Supervisor to provide feedback on work progress and work area performance
- Attend meetings to participate in the coordination and planning of upcoming activities
- Ensure employees comply with all safe working practices, procedures and policies
- Identify training needs for the work area in conjunction with the Department Manager/ Supervisor
- Coordinate the housekeeping of the work area

11.6.10 G3 - METROLOGIST / TRAINEE FURNACE OPERATOR / TRAINEE MULTI-SKILLED OPERATOR

This category covers work activities which require in addition to the relevant skill requirements in all previous classifications the following. This classification is a dual classification, ie, it is a Trainee Batch and Furnace Operator classification on one hand and an trainee classification with respect to the Trainee Multi Skilled Operator on the other hand. Employees will work through the full range of skills required for their area.

Employees will be required to be involved in safety inspections, hazard identification, accident investigation, risk assessment, developing appropriate control measures and input related data

Employees will be required to train other employees on the job up to the level of their competency

Trainee Batch & Furnace Operator

Glass Workers will be appointed into a training role through a defined selection process. The number of trainee positions required will be determined by a combination of

- i) the size of the plant
- ii) the number of vacant or surplus Multi Skilled Operator positions available

After 18 months the employee will progress to G4 or meet the competency level, whichever is earliest

Trainee Multi Skilled Operator

Glass Workers will be appointed into a training role through a defined selection process. The number of trainee positions required will be determined by a combination of

- i) the size of the plant
- ii) the number of vacant or surplus Multi Skilled Operator positions available

After 18 months the employee will progress to G4 or meet the competency level, whichever is earliest.

Metrologist

This part of the G3 category covers the work activities which require in addition to the minimum skill requirements in all previous classifications the following. Employees will work through the full range of skills required.

Employees will be required to be involved in safety inspections, hazard identification, accident investigation, risk assessment, developing appropriate control measures and input related data

Employees will be required to deliver on the job training to other employees up to the level of their competency

The employee is required to have a sufficiently detailed level of knowledge and understanding of:

- glass container design and customer quality requirements
- full metrology requirements
- auditing of procedures and specifications for compliance

The employee is required to have developed the range of skills needed to:

- prepare and issue pertinent calibrated gauges to the appropriate Line Leader/ Multi Skilled Operator at job changes
- Prepare written operational records as required
- undertake capacity and weight testing
- Look into customer complaints as well as, when required, liaising with customers
- Issue specification sheets and other instruction sheets for oncoming jobs to nominated personnel
- Carry out required measurements of containers, using various instruments in line with procedural requirements e.g. Verniers, Micrometers, Baty projector.
- Carry out full metrologies as requested.
- Conduct first off inspection on new jobs in line with quality requirements
- Testing of suspect ware for internal pressure retention, vertical load, capacity, surface treatment, cord, annealing etc

- Quality assessments and evaluation in line with Company procedures of pallets of packed ware, including current production, or pallets returned from customers.
- Testing and verifying the accuracy of all gauges, scales and instruments used in line with pertinent procedures.
- Cutting of ring sections of containers as required by the Batch and Furnace Department,
- Packaging and delivery of bottle samples as requested by Divisional Quality Assurance Department and other ACI Glass plants etc.
- Top up valspex (24 hour container) as required
- Given the quality emphasis of the role, conduct audits (eg: ISO Auditing and customer and hygiene) as required.

11.6.11 G3 - COLD END SPECIALIST

This classification can only apply, where agreed, on an initial conversion basis in circumstances where:

There are sufficient numbers of Glassworkers committed to fulfill the balance of Broadbanding requirements for Line Leader, Multi Skilled Operator, Furnaceman, Job Change Crew positions, but a deficiency in Process Specialist numbers required.

The Cold End Specialist role would therefore be a substitute G5 Process Specialist minus hot end content.

The following conditions apply:

The required number of G3 Cold End Specialists:

- a) Will undergo training and fulfill the definition requirements set out in (3) below.
- b) Will be paid the G3 rate.
- c) Further progression up the classification structure must be through G4 Multi Skilled Operator.
- d) This G3 Cold End Specialist classification is not available to new employees.

The G3 Cold End Specialist Job Definition

This category covers work activities which require in addition to the skill requirements in all previous classifications the following areas of the Inspection and Packaging area of the factory. Employees will work through the full range of skills required.

Employees will be required to undertake safety inspections, hazard identification, accident investigation, risk assessment, develop appropriate control measures and input related data

Employees will be required to deliver on the job training and assess other employees up to the level of their competency

This position will do all cold end work under current and future arrangements including but not limited to:

- Maintain high level of housekeeping in work area
- The operation of powered housekeeping and cleaning equipment such as mechanical brooms and industrial vacuum cleaners.
- Understand and take responsibility for the safe and effective operation of powered packaging aids such as ware palletisers, depalletisers, shrinkwrap, stretchwrap and strappers, either individually or group for automatic operation
- Identify the presence and magnitude of visible and gauging defects in formed ware and to separate on this basis, defective from standard ware
- The operation of single purpose machines used in the subsequent processing/inspecting of formed ware, such as applied pigment, decorating and labelling machines
- Operate Forklift and similar trucks including those equipped with high lift masts and special purposes accessories such as side shift, rotatable clamps and the like
- Conduct daily safety inspections on forklifts and other powered equipment being used
- Assist as required with Job Changes
- Participate in the investigation of customer complaints
- Work equivalent to the examples described above which calls for a similar level of specified developed skills
- Identify and report maintenance needs of the equipment
- Prepare written operational records as required
- Set up and operate inspection, line handling and packaging equipment FP's
 - o IPS
 - o ICK's
 - o Surface Treatment
 - o Palletisers
 - o Strappers
 - o Shrink ovens
 - o Line handling
 - o Base Scanners
 - o Elevators
 - o Auto loop
 - o AGV's
 - o Pallet conveyors

- o Pallet ticket printer
- o Packaging material handling
- o Monitor quality of production & equipment performance
- o Monitor the performance of inspection equipment
- o random samples of production after inspection equipment to identify attribute defects
- o Annealing
- o Surface treatment
- o organise repair of equipment
- o identify preventative maintenance work
- o take set outs from lehr to identify attributes and visual defects
- o communicates with line leader on process performance
- o interface with relevant process computer equipment
- o Assist with Job Changes as required

11.6.12 G4 - MULTI SKILLED OPERATOR

This category covers the work activities which require in addition to the minimum skill requirements in all previous classifications the following. Employees will work through the full range of skills required.

Employees will be required to be involved in safety inspections, hazard identification, accident investigation, risk assessment, developing appropriate control measures and input related data.

Employees will be required to train other employees on the job to the level of their competency

Multi Skilled Operator

The employee is required to have a sufficiently detailed level of knowledge and understanding of:

- The operations performed by the machinery in the forming process
 - The operational needs of the forming machinery and its ancillaries
 - The glass processed by the forming machinery
 - The employee is required to have developed the range of skills needed to:
 - Maintain a high level of housekeeping in the work area
 - Manipulate the operating controls of the machinery and its ancillaries
 - Recognise and attend to the lubrication needs of the machinery and its ancillaries
-

- Recognise and quantify evidence indicating off standard performance of the machinery and its ancillaries
- Carry out operational adjustments needed to correct the performance, using the tools needed as provided
- Remove and replace process related parts of machinery
- Reset machinery to process different types of ware
- Carry out running repairs on the machinery
- Interpret and act upon process information transmitted electronically or by other means
- Carry out non core trades repairs and maintenance to equipment and ancillaries such as but not limited to: stacker bars, wiper fingers etc.
- Operate, adjust, and maintain Hot End Coating
- Gather statistical information in relation to the process and record results
- Monitor process control systems including but not limited to PIC, Citect, SPC, Plant alarm system, comsoc, FSC, MCS
- Verify calibration of SPC and other gauges
- notify line leaders of any problems and assist in rectification
- swab forming machine as per swab sheet or as instructed
- Inspect containers and report defects. Take corrective action
- Take set outs off the machine as required
- Change equipment on the machine as required
- Gather information and record results on reports or into a computer
- Support Line leader in achieving best performance and quality from the line.
- Assist with Job Changes as required
- Participate in Continuous Improvement and Problem Solving

11.6.13 G5 - JOB CHANGE CREW (HOT OR COLD END CREW), PROCESS SPECIALIST, BATCH & FURNACE

This category covers work activities which require in addition to the relevant skill requirements in all previous classifications the following areas of the factory one of either Job change crew Hot or Cold End or Process Specialist. Employees will work through the full range of skills required.

Employees will be required to undertake safety inspections, hazard identification, accident Investigation, risk assessment, develop appropriate control measures and input related data

Employees will be required to deliver on and off the job training and assess other employees up to the level of their competency

Job Change Crew Glass Workers will acquire the full range of skills for both the Hot and Cold ends when required and move to G6 accordingly.

Job change Hot End Crew

To set up, start up and hand over the Forming machine under controlled conditions, eg:

- IS machine setup
- blankside
- mould side
- ware handling
- delivery
- feeder
- forehearth and glass conditioning.
- Cleaning of delivery equipment and associated encillaries
- Maintenance of Hot End coatings
- start up machine and hand over under control using Statistical Process Control (SPC)
- understand and participate in Continuous Improvement and Problem solving
- use computer software systems to setup or modify job run parameters

Job Change Cold End Crew

To set up inspection, line handling and packaging equipment, eg:

- Inspection equipment set up
- conveyor speeds
- guide rail adjustments
- Inspection equipment set up
- sample challenge & adjustment
- Packaging centre setup
- Palletisers
- Rails
- handling
- understand and participate in Continuous Improvement and Problem solving
- start up machine and hand over under control using Statistical Process Control (SPC)

- start up machine and hand over machines under control
- use computer software systems to setup or modify job run parameters
- set up and operate Annealing and Surface Treatment Processes

Process Specialist

Set up and operate, inspection, line handling and packaging equipment, eg:

- FP's
- IPS
- ICK's
- Surface Treatment
- Palletisers
- Stappers
- Shrink ovens
- Line handling
- Monitor quality of production & equipment performance
- Monitor the performance of inspection equipment
- random samples of production after inspection equipment to identify attribute defects
- Annealing
- Surface treatment
- organise repair of equipment
- identify preventative maintenance work
- take setouts from lehr to identify attributes and visual defects
- communicates with line leader on process performance
- interface with relevant process computer equipment
- assist with Job changes as required

Batch & Furnace Operator

The employee is required to have a sufficiently detailed level of knowledge and understanding of:

- the raw materials used for glass making
- the equipment used for mixing and conditioning

- the melting furnace and its ancillary equipment
- the glass making process
- the characteristics of molten glass

The employee will be required to have developed the range of skills needed to:

- Maintain a high level of housekeeping in the work area
- Recognise by inspections and from instrumentation the combustion, temperature and pressure and other pertinent conditions in the melting and refining areas and its exchange systems
- to operate the relevant controls to produce molten glass of an acceptable quality and quantity
- Understand and be able to perform furnace emergency procedures
- Responsible for the supply of good quality glass to the forming process
- Conduct quality checks of raw materials
- Perform Glass quality checks including but not limited to Cord Analysis, Stone Identification, Density, Seed and Blister counts
- Monitor the melting furnace and its ancillary systems
- Identify and report the maintenance needs of equipment
- Prepare written or computerised operational records as required
- Monitor computer alarms essential to the quality operation of the plant and production systems

11.6.14 G6 - JOB CHANGE SPECIALIST (HOT AND COLD ENDS)

This category covers work activities Which require in addition to the relevant skill requirements in all previous classifications the following areas of the factory. Employees will work through the full range of skills required.

Employees will be required to develop safety inspections, hazard identification, accident Investigation, risk assessment, develop appropriate control measures and input related data

Employees will be required to deliver on and off the job training and assess other employees up to the level of their competency

Additionally this category requires a sufficiently detailed knowledge and understanding of the following:

Job change cold end and Hot end crew

To set up, start up and hand over the entire production process under controlled conditions, eg:

- IS machine setup
- blank side

- mould side
- ware handling
- delivery
- feeder
- forehearth and glass conditioning
- inspection equipment set up
- conveyor speeds
- guide rail adjustments
- FP set up
- sample challenge & adjustment
- Packaging centre setup
- Palletisers
- Rails
- handling
- Cleaning of delivery equipment and associated ancillaries
- Maintenance of Hot End coatings
- start up machine and hand over under control using SPC.
- understand and participate in Continuous Improvement and Problem solving

11.6.15 G7 - (LINE LEADER)

This role will be responsible and accountable for the hands on management of a total process line operation to meet customer requirements and ensure the line quality, and performance targets are achieved. This includes all activities from glass conditioning, glass forming, annealing, inspection through to packaging. Leads the ongoing improvement in quality through monitoring and controlling the manufacturing process.

G4 will be the required prerequisite for entry to a G7 role.

Employees will be required to undertake safety inspections, hazard identification, accident investigation, risk assessment and develop appropriate control measures and input related data

Employees will be required to take full responsibility/ accountability for the total crew. Employees will conduct and coordinate on and off the job training and assessment for line personnel to ensure they are able to carry out their duties in a competent manner.

Specific Accountabilities

- Achieve Quality and Pack to Melt efficiencies for the line
- Determine and prioritise line process adjustments, in a timely manner, to correct out of specification performance of the line.
- Carry out and/or coordinate running repairs to equipment to maximise line performance
- Perform quality checks on containers and equipment utilising both manual and electronic means.
- Interpret and act upon process information transmitted electronically or by other means
- Compile and maintain accurate quality inspection and performance reports for the process line.
- Coordinate the activities of other personnel on the line
- Liaises with other departments to ensure timely assistance is provided
- Participate in job changes as directed by the Job Change Coordinator
- Ensure all line activities are performed to comply with statutory and plant OH&S, environmental, and house keeping and hygiene requirements.
- Initiate continuous improvement through active participation/facilitation in Improvement Teams
- Responsible for emergency procedures/ evacuation for the line

PART 12 - WAGE AND ALLOWANCE SCHEDULE

Classification	Pre EA rates	From first full pay period on or after 30 June 2023	From first full pay period on or after 30 June 2024	From first full pay period on or after 30 June 2025	From first full pay period on or after 30 June 2026
G1 - Production Trainee	\$35.96	\$37.22	\$38.34	\$39.49	\$40.38
G2 - General Plant Operator	\$37.19	\$38.49	\$39.64	\$40.83	\$41.75
G2 - Team Coordinator	\$38.45	\$39.80	\$40.99	\$42.22	\$43.17
G3 - Metrologist / Trainee Furnace Operator / Trainee Multi Skilled Operator / Cold End Specialist	\$41.52	\$42.97	\$44.26	\$45.59	\$46.62
G4 - Multi Skilled Operator	\$45.86	\$47.46	\$48.89	\$50.35	\$51.49
G5 - Job Change / Process Specialist / Batch & Furnace Operator	\$47.69	\$49.36	\$50.84	\$52.37	\$53.55
G6 - Job Change Specialist	\$49.07	\$50.79	\$52.31	\$53.88	\$55.09
G7 - Line Leader	\$50.45	\$52.21	\$53.78	\$55.39	\$56.64

Allowance	Current rates	From first full pay period on or after 30 June 2023	From first full pay period on or after 30 June 2024	From first full pay period on or after 30 June 2025	From first full pay period on or after 30 June 2026
Meal (cl 2.4)	\$12.99	<i>Paid in accordance with Glass Industry Award (cl 31)</i>			
First Aid (per day, cl 2.5.2)	\$5.98	\$6.19	\$6.37	\$6.57	\$6.71
Senior First Aid (cl 2.5.3)	\$6.35	\$6.57	\$6.77	\$6.97	\$7.13
Soda Ash (one employee only)	\$1.77	\$1.83	\$1.89	\$1.94	\$1.99
Heat & Dirt (one employee only) (1988 document)	\$0.50	\$0.52	\$0.53	\$0.55	\$0.56
Dirt/hr (mould shop only) (Award 30.4(g)(i))	\$0.71	\$0.74	\$0.76	\$0.78	\$0.80
Mileage / km	\$0.95	<i>Paid in accordance with Manufacturing and Associated Industries and Occupations Award 2020</i>			
Staff Relief	Where an employee provides staff relief, then the employee will be paid 10% more than the highest applicable classification rate of an employee who reports to the staff member being relieved. In instances where higher duty work is performed immediately prior to the taking of annual leave, the terms of the Modern Award will apply.				



PART 13 – SIGNATORY PAGE

Signed on behalf of Visy Glass Operations (Australia) Pty Ltd:

Name: Andrew Mazenaur

Signature:

Date:

Position: Plant Manager

Address: 170 Andrews Rd, Penrith NSW 2750

Signed on behalf of the Australia Workers Union (AWU):

Name:

Signature:

Date:

Position:

Address:

APPENDIX A Job Change Memorandum

