

General Laser Pty Ltd

**GENERAL LASER
ENTERPRISE AGREEMENT 2023**

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PART ONE – APPLICATION AND OPERATION OF AGREEMENT

1. TITLE

- 1.1. This Agreement shall be called the General Laser Enterprise Agreement 2023

2. DEFINITIONS

- **'Agreement'** means the General Laser Enterprise Agreement 2023
- **'Award'** means the *Manufacturing and Associated Industries and Occupations Award 2020*
- **'Company'** means General Laser Pty Ltd
- **'FW Act'** means the *Fair Work Act 2009*
- **'FWC'** means Fair Work Commission
- **'NES'** means the National Employment Standards found in the FW Act
- **'Nominal Expiry Date'** means four years from the date of operation of the Agreement

3. PARTIES BOUND AND SCOPE

- 3.1. This Agreement covers each of the following:
- a) General Laser Pty Ltd (**the Company**)
 - b) All employees employed by the Company (**Employees**) who are engaged in classifications prescribed in this Agreement
- 3.2. This Agreement does not cover:
- a) Director and any other upper management;
 - b) Clerical or administrative employees; and
 - c) Sales employees.
- 3.3. This Agreement constitutes the entire Agreement between the parties and supersedes all prior representations, agreements, statements and understandings, whether verbal or in writing

4. NO EXTRA CLAIMS

- 4.1. This Agreement is a closed Agreement and will not be varied during its term of operation, except as allowed for by the FW Act.
- 4.2. No party will pursue any extra claims during the Agreement's nominal period of operation.

5. DATE AND PERIOD OF OPERATION

- 5.1. This Agreement shall commence operation seven (7) days after it is formally approved by the FWC.
- 5.2. This Agreement nominally expires on the Nominal Expiry Date.

6. RELATIONSHIP TO PARENT AWARD AND NES

- 6.1. This Agreement applies to the Company and Employees to the exclusion of the Award and all other industrial instruments made under the FW Act except where such exclusion is not permitted by law.
- 6.2. The NES shall apply to this Agreement. This Agreement will be read and interpreted in conjunction with the NES. Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

7. SAVINGS PROVISION

- 7.1. This Agreement sets out the minimum rates of pay and conditions. The Company may provide greater benefits at its sole discretion.
- 7.2. No existing Employee of the Company will, as a result of the making of this Agreement, suffer any reduction to their effective hourly rate that they were entitled to prior to the making of this Agreement, except where specifically provided for in the Agreement.

PART TWO - CONSULTATION, DISPUTE RESOLUTION AND FLEXIBILITY

8. CONSULTATION

8.1. Consultation regarding major workplace change

- a) Company to notify
 - i. Where the Company has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on Employees, the Company must notify the Employees who may be affected by the proposed changes and their representatives, if any.
 - ii. **Significant effects** include termination of employment of 2 or more Employees; major changes in the composition, operation or size of the employer's workforce or to the skills required of employees; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of Employees to other work or locations; and the restructuring of jobs. Provided that where this Agreement makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.
 - iii. Where a relevant Employee appoints a representative for the procedures in this term, and advises the Company of the identity of such representative, the Company must recognise that representative.
- b) Company to discuss change
 - i. The Company must discuss with the Employees affected and their representatives, if any, the introduction of the changes referred to in clause 8.1(a), the effects the changes are likely to have on Employees and measures to avert or mitigate the adverse effects of such changes on Employees.

- ii. The Company must give prompt and genuine consideration to matters raised by the Employees and/or their representatives in relation to the changes.
 - iii. The discussions must commence as soon as practicable after a definite decision has been made by the Company to make the changes referred to in clause 8.1(a).
 - iv. For the purposes of such discussion, the Company must provide in writing to the relevant employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect Employees provided that the Company is not required to disclose confidential or commercially sensitive information.
- c) “*relevant employees*” means the Employees who may be affected by a change referred to in subclause (a).

8.2. Consultation about changes to rosters or hours of work

- a) Where the Company proposes to change an Employee’s regular roster or ordinary hours of work, the Company must consult with the Employee or Employees affected and their representatives, if any, about the proposed change.
- b) Where a relevant Employee appoints a representative for the procedures in this term, and advises the Company of the identity of such representative, the Company must recognise that representative.
- c) The Company must:
 - i. commence discussions as early as practicable after proposing to introduce the changes referred to in clause 8.2(a);
 - ii. provide to the Employee or Employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the Employee’s regular roster or ordinary hours of work and when that change is proposed to commence, information about what the Company reasonably believes will be effects of the change on Employees and information about any other matters that the Company reasonably believes are likely to affect the employees) but the Company is not required to disclose confidential or commercially sensitive information;
 - iii. invite the Employee or Employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
 - iv. give prompt and genuine consideration to any views about the impact of the proposed change that are given by the Employee or Employees concerned and/or their representatives.

- d) These provisions are to be read in conjunction with other Agreement provisions concerning the scheduling of work and notice requirements.
- e) “*relevant employees*” means the Employees who may be affected by a change referred to in subclause (a).

9. DISPUTE RESOLUTION

- 9.1. If a dispute relates to:
 - a) a matter arising under the Agreement; or
 - b) the National Employment Standards;this term sets out procedures to settle the dispute.
 - 9.2. Each party may appoint a representative for the purposes of the procedures in this term.
 - 9.3. In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.
 - 9.4. If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the FWC.
 - 9.5. The FWC may deal with the dispute in 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 the FWC is unable to resolve the dispute at the first stage, it may then:
 - i. arbitrate the dispute; and
 - ii. make a determination that is binding on the parties
- Note:
- If the FWC arbitrates the dispute, it may also use the powers that are available to it under the Act.
- 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.
- 9.6. While the parties are trying to resolve the dispute using the procedures in this term:
 - a) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
 - b) an employee must comply with a direction given by the Company to perform other available work at the same workplace, or at another workplace, unless:
 - i. the work is not safe; or
 - ii. applicable occupational health and safety legislation would not permit the work to be performed; or
 - iii. the work is not appropriate for the employee to perform; or
 - iv. there are other reasonable grounds for the employee to refuse to comply with the direction.

- 9.7. The parties to the dispute agree to be bound by a decision made by the FWC in accordance with this term.

10. INDIVIDUAL FLEXIBILITY ARRANGEMENT

- 10.1. Notwithstanding any other provision of this Enterprise Agreement, the Company and an individual employee may agree to make an individual flexibility agreement (“**IFA**”) to vary the effect of terms of one or more of the following matters in this Agreement:
- a) arrangements for when work is performed;
 - b) overtime rates;
 - c) penalty rates;
 - d) allowances; and
 - e) leave loading.
- 10.2. The IFA must meet the genuine needs of the Company and the employee in relation to the matter/s mentioned in clause 10.1 and the IFA is genuinely agreed to by the Company and the employee.
- 10.3. The Company must ensure that the terms of the IFA:
- a) are about permitted matters under section 172 of the FW Act; and
 - b) are not unlawful terms under section 194 of the FW Act; and
 - c) result in the employee being better off overall than the employee would be if no arrangement was made.
- 10.4. The IFA between the Company and the individual employee must also:
- a) be in writing, name the parties to the IFA and be signed by the Company and the individual employee and, if the employee is under 18 years of age, the employee’s parent or guardian;
 - b) state each term of this Enterprise Agreement that the Company and the individual employee have agreed to vary;
 - c) detail how the application of each term has been varied by the IFA between the Company and the individual employee;
 - d) detail how the IFA results in the individual employee being better off overall in relation to the individual employee’s terms and conditions of employment; and
 - e) state the date the IFA commences to operate.
- 10.5. The Company must give the individual employee a copy of the IFA within 14 days after it is agreed to and keep the IFA as a time and wages record.

- 10.6. Except as provided in clause 10.4.a) the agreement must not require the approval or consent of a person other than the employer and the individual employee.
- 10.7. If the Company is seeking to enter into an IFA it must provide a written proposal to the employee. Where the employee's understanding of written English is limited the Company must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.
- 10.8. The Company or the employee may terminate the IFA:
- a) by giving no more than 28 days' written notice of termination to the other party to the IFA; or
 - b) at any time, by written agreement between the Company and the individual employee.
- Note: If any of the requirements of s.144(4), which are reflected in the requirements of this clause, are not met then the agreement may be terminated by either the employee or the Company, giving written notice of not more than 28 days (see s.145 of the *Fair Work Act 2009* (Cth)).
- 10.9. The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between the Company and an individual employee contained in any other term of this Agreement.

PART THREE – EMPLOYMENT CATEGORIES

11. PROBATION PERIOD

- 11.1. Employees shall be subject to a probation period of 6 months, during which time their suitability for ongoing employment with the Company shall be assessed.
- 11.2. During the probationary period employment may be terminated by either party on the provision of one weeks' notice. The Company may make payment in lieu of the notice requirement.

12. FULL TIME

- 12.1. An employee who is engaged as a full time employee and working a regular pattern of hours as specified in clause 20.

13. PART TIME

- 13.1. An employee who is engaged to work on a part time basis working a regular pattern of hours and performing less than full time hours. Employee shall be paid according to hours worked in the applicable classification.
- 13.2. Before commencement, the Company and Employee will agree on the following in writing:

- a) The hours and days to be worked, and the starting/finishing times; and
- b) The classification applying.

13.3. The terms of clause 13.2(a) may be varied by consent in writing.

13.4. A part time employee will be engaged for a minimum of four (4) consecutive hours per shift. At the employee's request, the Employee and Company may agree to an engagement of no less than three (3) hours.

13.5. The terms of this Agreement will apply pro rata to part time employees on the basis that ordinary weekly hours for full time employees are 38.

14. CASUAL

14.1. A casual employee is an employee whose employment begins and ends with each arrangement and who:

- a) May accept or reject work that is offered according to the needs of the Company; and
- b) Accepts an offer of casual employment on the basis that the Company makes no firm advance commitment to provide the casual employee with continuing and indefinite work in accordance with an agreed pattern of work

14.2. At the time of engagement, the Company will inform the Employee that they are being engaged as a casual, the Company's name, their classification level and rate of pay.

14.3. A casual employee shall not be entitled to the following provisions of the Agreement: leave entitlements unless specifically provided, notice of termination, annual leave, motor vehicle allowance and redundancy.

14.4. A casual employee will be engaged for a minimum of four (4) consecutive hours per shift. At the employee's request, the employee and Company may agree to an engagement of no less than three (3) hours.

14.5. Offers and requests for casual conversion from casual employment to full time or part time employment shall be in accordance with the NES.

PART FOUR – CLASSIFICATIONS, REMUNERATION AND RELATED MATTERS

15. CLASSIFICATIONS AND REMUNERATION

15.1. An adult employee shall be entitled to the following:

PERMANENT	CLASSIFICATION DESCRIPTION	HOURLY BASE RATE OF PAY	FULL TIME ANNUAL PAY (Based on 40 hour week)
Level 1	Entry level Up to 6 months experience in the Company Learning the laser machine	\$29.81	\$62,000

Level 2	CNC Laser CNC Brake Press Welding AutoCAD Drawing	\$32.45	\$67,500
Level 3	Undertaking Level 2 tasks to higher degree Overall understanding of workshop	\$35.10	\$73,000
CASUAL			
Level 1	Entry level Up to 6 months experience in the Company Learning the laser machine	\$31.36	n/a
Level 2	CNC Laser CNC Brake Press Welding AutoCAD Drawing	\$32.51	n/a
Level 3	Undertaking Level 2 tasks to higher degree Overall understanding of workshop	\$35.35	n/a

15.2. Classification reviews shall be undertaken at the Company's discretion, dependant on an employee's performance, including productivity, quality, initiative, punctuality, reliability, honesty, cleanliness, leadership and cooperation with colleagues.

15.3. The Company may engage junior employees as either full time, part time or casual. Where a junior employee is engaged, they will be paid as follows:

Age	PERMANENT - HOURLY BASE RATE OF PAY	PERMANENT - FULL TIME ANNUAL PAY (Based on 40 hour week)	CASUAL – HOURLY BASE RATE OF PAY
At and under 16 years of age	\$12.99	\$27,019.20	\$15.74
At 17 years of age	\$15.43	\$32,094.40	\$18.79
At 18 years of age	\$17.87	\$37,169.60	\$21.84
At 19 years of age	\$21.16	\$44,012.80	\$25.95
At 20 years of age	\$24.70	\$51,376	\$30.38

16. REMUNERATION INCREASE

- 16.1. The hourly base rate of pay will increase annually in the first full pay cycle in July by the preceding modern award percentage increase as determined by the National Minimum Wage Order by the FWC for the life of the Agreement.
- 16.2. The Company, in its discretion based on employee performance, conduct and other criteria, may enter into an arrangement with an Employee to pay that Employee remuneration in excess of their classification in clause 15. Payment of the higher remuneration may be discontinued in circumstances where the Company deems the employee's performance and/or conduct is assessed as not meeting its standards.
- 16.3. Where an employee is in receipt of actual hourly rates in excess of the effective hourly rates in clause 15 (and as increased as per clause 16.1 above), then the increase in clause 16.1 above may be absorbed provided that at no time will an employee be paid less than the applicable classification in the Agreement.

17. ALLOWANCES

17.1. Motor vehicle allowance

- a) Where an Employee is directed by the Company to use their vehicle for work purposes, that Employee shall be entitled to reimbursement at the appropriate per kilometre rate as specified by the Australian Taxation office. Authorisation from the Company must be obtained before incurring this expense.
- b) This does not include travel time to and from the Company's office.

17.2. Uniform

- a) The Company will supply uniform items to Employees, to be worn as far as is reasonably practicable.
- b) The Company shall provide protective clothing and equipment, including glasses, hearing protection, high vis shirt and jumper.

17.3. Damage to clothing, spectacles, hearing aids and tools

- a) Compensation will be made by the Company to an Employee to the extent of the damage sustained where, in the course of work, clothing, spectacles, hearing aids or tools of trade are damaged or destroyed by fire or molten metal or through the use of corrosive substances. Compensation is not payable if an employee is entitled to workers compensation in respect of the damage.
- b) Where an employee as a result of performing any duty required by the Company, and as a result of negligence of the Company, suffers any damage to or soiling of clothing or other personal equipment, including spectacles and hearing aids, the employer is liable for the replacement, repair or cleaning of such clothing or personal equipment including spectacles and hearing aids.

18. PAYMENT OF WAGES

- 18.1. Wages will be paid on a weekly basis by electronic transfer each week. An employee may elect up to two bank accounts for the electronic transfer.

19. SUPERANNUATION

- 19.1. The Company will make superannuation contributions based on the superannuation guarantee charge in accordance with relevant legislation, to a compliant superannuation fund nominated by the Employee.
- 19.2. If the Employee does not nominate a fund, the Company will check the Australian Taxation Office records for the most recently selected superannuation fund (known as a “stapled fund”) and superannuation contributions will be paid into that fund if permitted, until the Employee nominates otherwise. If the Employee does not nominate a fund, and there is no stapled fund, superannuation contributions will be paid to an eligible choice fund nominated by the Company.
- 19.3. If the Employee is entitled to leave loading, superannuation will not be paid on the leave loading component.

PART FIVE – HOURS OF WORK, OVERTIME AND BREAKS

20. HOURS OF WORK

- 20.1. The spread of ordinary hours for a day worker shall be 6am-7pm Monday to Friday.
- 20.2. Ordinary hours will not exceed 8 hours per day.
- 20.3. A full time day worker is required to work 38 ordinary hours per week, plus reasonable additional 2 hours per week. The annual salary listed in clauses 15.1 and 15.3 (as applicable) is in satisfaction of these hours worked.

21. SHIFT LOADINGS

- 21.1. Employees (including casuals) may be required to work an afternoon shift.
- 21.2. An afternoon shift means any shift finishing after 7pm and at or before midnight.
- 21.3. An employee working on at least 5 successive afternoon shifts shall receive 115% of the ordinary base rate on all hours worked.
- 21.4. An employee working an afternoon shift that does not continue for at least 5 successive afternoon shifts shall receive the overtime rates outlined in clause 22 for hours worked outside the spread.

22. OVERTIME

- 22.1. The following shall attract overtime rates:
- a) All employees - Any work performed outside the spread of ordinary hours
 - b) All employees - Any work in excess of the ordinary hours on any day
 - c) For full time employees – above 40 hours in any given week
 - d) For part time employees – any work performed in excess of agreed hours (and/or agreed varied hours) on any day or above 38 hours in any given week
 - e) For casual employees – above 38 hours in any given week
- 22.2. In computing overtime, each day's work stands alone.
- 22.3. However, any work performed by an Employee prior to the spread of hours which is continuous with ordinary hours of work for the purpose, for example, of getting the factory in a state of readiness is to be regarded as part of the ordinary weekly.
- 22.4. Overtime worked on a Monday to Saturday will be paid at the rate of time and a half of the applicable rate for the first 3 hours and double time thereafter. Employees working overtime on a Saturday shall receive a minimum payment of 4 hours.
- 22.5. Overtime worked on a Sunday will be paid at double-time of the applicable rate with a minimum payment of 3 hours.

23. BREAKS

- 23.1. Employees will not be required to work more than 5 hours without an unpaid meal break of 30 minutes.
- 23.2. Employees working more than 6 hours on any one day shall be entitled to one 15 minute paid morning or afternoon tea break.
- 23.3. Breaks may be staggered by the Company to meet operational requirements.
- 23.4. Employees working overtime will be allowed a rest break of 20 minutes without deduction of pay after each 4 hours of overtime worked if the employee is to continue work after the rest break.
- 23.5. Where overtime is to be worked immediately after the completion of ordinary hours on a day or shift and the period of overtime is to be more than 1.5 hours, an employee, before starting the overtime, is entitled to a rest break of 20 minutes to be paid at the rate of pay applying to the employee immediately prior to the scheduled meal break.
- 23.6. An employee working more than 2 hours of overtime immediately after the completion of ordinary hours on a day or shift will be provided with a meal by the Company.
- 23.7. An employee working overtime will be allowed a rest break of 20 minutes without deduction of pay after each 4 hours of overtime worked if the employee is to continue work after the rest break.

23.8. After working overtime, Employees will have at least 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If, on the instructions of the Company, an employee resumes or continues work without having had 10 consecutive hours off duty the Employee will be paid at double time of the hourly base rate until the employee is released from duty. The Employee is then entitled to be absent until the employee has had 10 consecutive hours off duty without loss of pay for ordinary hours occurring during the absence.

24. STAND DOWN

- 24.1. Where an employee cannot be usefully employed due to:
- a) Industrial action;
 - b) Breakdown of machinery or equipment, if the Company cannot reasonably be held responsible for the breakdown; or
 - c) For any cause over which the Company cannot be reasonably held responsible

the Company is not required to make payments to the employee for that period.

24.2. The stand down period does not break an employee’s continuous service with the Company.

PART SIX - TERMINATION AND REDUNDANCY

25. NOTICE OF TERMINATION BY THE COMPANY

25.1. This clause does not apply to employees terminated for serious misconduct or casual employees.

25.2. In order to terminate the employment of an Employee, the Company shall give permanent employees the following notice:

Period of Continuous Service	Period of Notice
Up to the completion of 1 year	1 week
1 year and up to the completion of 3 years	2 weeks
3 years and up to the completion of 5 years	3 weeks
5 years and over	4 weeks

25.3. In addition to the above, an employee over the age of 45 in excess of 2 years service shall be entitled to an additional one week notice.

25.4. At the Company’s discretion, payment in lieu of the notice prescribed above is required if the appropriate notice period is not required to be worked. Employment may be terminated by the employee working part of the required period of notice and by the Company making payment for the remainder of the period of notice.

- 25.5. Where the Company has given notice of termination to an employee, an employee will be allowed up to one day without loss of pay for the purposes of seeking other employment. The time off will be taken at times that are convenient to the employee after consultation with the Company.

26. NOTICE OF TERMINATION BY EMPLOYEE

- 26.1. The notice of termination required to be given by an Employee shall be the same as that required of the Company, save and except that there shall be no additional notice based on the age of the Employee concerned.
- 26.2. If an Employee over the age of 18 fails to give the required notice then the Company has the right to deduct from wages due to the Employee an amount that is no more than one weeks' wage. Such deduction shall not be unreasonable.

27. REDUNDANCY

- 27.1. The Company may make employees redundant where it does not require the job done by the employee to be done by anyone, except where this is due to the ordinary customary turnover of labour or as otherwise provided in the NES.
- 27.2. Where the Company has more than 15 employees, permanent employees shall be entitled to redundancy pay as per the NES.
- 27.3. Where an employee is transferred to lower paid duties for reasons set out in clause 27.1 the employee shall be entitled to the same period of notice of transfer as they would have been entitled to if their employment had been terminated.
- 27.4. If the Company does not give the requisite notice and transfers the employee before the expiry of the notice of transfer, the Company will make payment in lieu thereof of an amount equal to the difference between the former rate of pay and the new lower rates for the number of weeks of notice still owing.
- 27.5. If an employee terminates their employment after given notice of termination due to redundancy, the employee will still be entitled to receive redundancy pay subject to clause 27.2. However, the employee will not be entitled to paid for pay part of the period of notice remaining after the employee ceased to be employed.
- 27.6. An employee who has been given notice of termination due to redundancy by the Company shall be entitled to time off without loss of pay of up to one day each week of the notice period for the purpose of seeking other employment. Additional time off may be provided upon the production of reasonable proof of attendance at an interview.

PART SEVEN – LEAVE ENTITLEMENTS

28. ANNUAL LEAVE

- 28.1. This clause 28 in its entirety does not apply to casual employees.
- 28.2. Employees will be entitled to, and accrue, annual leave as per the NES. For full time employees, this entitlement shall be 4 weeks accrued progressively during a year of service. This will be pro rata for part time employees.
- 28.3. This clause supplements the provisions of the NES dealing with annual leave.
- 28.4. An employee should provide as much notice as possible to the Company of their request to take leave, preferably 28 days in advance. While the Company will not unreasonably refuse a request, a failure to provide reasonable notice may result in a declined leave application, depending on the operational requirements of the Company.
- 28.5. Eligible Employees shall be entitled to 17.5% annual leave loading at the ordinary rate of pay applying to the Employee at the time the leave is taken or paid out.
- 28.6. An additional week of annual leave shall be provided to shiftworkers, as provided for in the NES. For the purposes of the NES, a shiftworker is a 7 day shiftworker who is regularly rostered to work on Sundays and public holidays.

28.7. Excessive leave

- a) When an employee has more than 8 weeks paid annual leave accrued, the Company and employee may try to reach genuine agreement on how to reduce or eliminate the excessive accrual.
- b) Once the Company has genuinely tried to reach agreement but is unable to do so, the Company may direct the employee in writing to take one or more periods of paid annual leave. Once such direction is given, the employee must take the leave.
- c) This direction will only be made if the remaining accrued entitlement to paid annual leave will not be less than 6 weeks.
- d) The Company will not require the employee to take any period of leave less than one week and will not be inconsistent with any leave arrangement agreed by the Company and employee.
- e) The Company will provide at least 8 weeks' notice to the employee of the requirement to take a period of annual leave, to be taken within 12 months of the direction.

28.8. Cashing out of annual leave

- a) The Company and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.

- b) This agreement will only be made if the remaining accrued entitlement to paid annual leave is not less than 4 weeks.
- c) The maximum that can be cashed out in any 12 month period is 2 weeks.
- d) The payment will no be less than the amount that would have been payable had the employee taken the leave.
- e) The agreement will set out the relevant terms of the arrangement, will be signed by both parties and be kept as an employee record by the Company.

28.9. Shut down provisions

- a) The Company may close down the enterprise or part of it for the purpose of allowing annual leave to employees.
- b) The Company will provide at least 28 days written notice of its intention to implement a shut down.
- c) The Company will shut down each year over the Christmas/New Year period for a period of approximately 2 weeks. Exact dates to be provided in accordance with subclause (b) above.
- d) Where an employee has accrued sufficient annual leave to cover the shut down period, that employee must take annual leave over that period, which is a reasonable direction.
- e) Where an employee does not have sufficient leave to cover the whole period, the employee:
 - i. Will take the paid leave which they have accrued; and
 - ii. may agree to take leave without pay or leave in advance for the period which is not covered by paid annual leave.

29. PERSONAL LEAVE

- 29.1. Employees will be entitled to, and accrue, personal leave as per the NES. For full time employees, this entitlement shall be 10 days accrued progressively during a year of service. This will be pro rata for part time employees.
- 29.2. This clause supplements the provisions of the NES dealing with personal leave. Accrued, but untaken, personal leave will not be paid out on termination.
- 29.3. Employees seeking to take this leave must make all reasonable efforts to inform their direct manager before or at the time of the employee's normal commencement time, or if that is not reasonably practicable, as soon as possible:
 - a) that they are unable to work due to illness or injury affecting the employee; or
 - b) that they are unable to work due to a requirement to provide care and support to an immediate family member or member of the Employee's household as per the NES.

29.4. Where a period of leave:

- a) extends longer than 2 days; or
- b) is on a Monday or Friday; or
- c) is continuous with a public holiday; or
- d) where the Employee has already had more than five single day personal leave absences in any given calendar year

a medical certificate will be required to be provided to the Company (either for the employee themselves, or for the family/household member). The certificate should outline the start and finish dates of the proposed leave. A failure to provide a medical certificate (or other valid evidence which would satisfy a reasonable person, such as a statutory declaration) may render the leave as unpaid.

29.5. Where the Employee has exhausted the paid personal leave entitlement, the Employee may take up to two days unpaid carer's leave per permissible occasion as per the NES upon the provision of notice and evidence as per the NES. Unpaid carer's leave may be taken as a single, unbroken period of up to two days or any separate period as agreed between the Company and the Employee.

29.6. Casual employees are not entitled to paid leave, however, may receive unpaid carer's leave as per the NES upon the provision of notice and evidence as per the NES.

30. COMPASSIONATE LEAVE

30.1. Permanent employees shall be entitled to compassionate leave as per the NES.

30.2. Casual employees shall be entitled to unpaid compassionate leave as per the NES.

30.3. Employees seeking to take this leave must make all reasonable efforts to inform their direct manager before or at the time of the employee's normal commencement time, as well as providing evidence that would satisfy a reasonable person of the permissible occasion as outlined in the NES.

31. COMMUNITY SERVICE LEAVE / JURY SERVICE

31.1. Employees shall be entitled to this leave as per the NES.

31.2. Unpaid community service leave will be granted at the discretion of the Company taking into account business needs, evidence provided, the Employee's request and the reason for the leave.

32. LONG SERVICE LEAVE

32.1. Eligible employees shall be entitled to long service leave in accordance with the legislation in the state in which they are based.

33. PARENTAL LEAVE

33.1. Eligible employees shall be entitled to this leave and associated entitlements as per the NES.

34. DOMESTIC AND FAMILY VIOLENCE LEAVE

34.1. All employees shall be entitled to this leave as per the NES. Employees seeking to take this leave must make all reasonable efforts to inform their direct manager before or at the time of the employee's normal commencement time, as well as providing evidence that would satisfy a reasonable person of the permissible occasion as outlined in the NES.

35. PUBLIC HOLIDAYS

35.1. Employees are entitled to public holidays in accordance with the NES for public holidays which are gazetted in the state in which they are based.

35.2. Part time employees shall only be entitled to payment for public holidays which fall on days they are normally rostered to work.

35.3. By agreement between the Company and the Employee, another day may be substituted for the public holiday.

FOR EMPLOYER,


NAME: ANDREW MILES

ROLE: DIRECTOR, GENERAL MANAGER

22 ADAMS COURT

SUNSHINE WEST

VIC 3020


27/11/23

FOR EMPLOYEES,


NAME: BALJINDER SINGH

ROLE: PRODUCTION WORKER COVERED
BY AGREEMENT.

13 FOLEYS ROAD

DEER PARK

VIC 3023


27/11/23