

# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**FABSCO Pty Ltd**  
(AG2024/1371)

## **FABSCO PTY LTD (DUOGLASS, KITCHEN CRAFTSMEN AND DOUBLE GLAZING WEST) ENTERPRISE AGREEMENT 2024**

Manufacturing and associated industries

DEPUTY PRESIDENT BOYCE

SYDNEY, 9 MAY 2024

*Application for approval of the Fabsco Pty Ltd (DuoGlass, Kitchen Craftsmen and Double Glazing West) Enterprise Agreement 2024*

[1] An application has been made for approval of an enterprise agreement to be known as the *Fabsco Pty Ltd (DuoGlass, Kitchen Craftsmen and Double Glazing West) Enterprise Agreement 2024* (**Agreement**). The application was made pursuant to s.185 of the *Fair Work Act 2009* (**Act**). It has been made by FABSCO Pty Ltd (**Employer**). The Agreement is a single enterprise agreement.

### Undertakings

[2] The Employer has provided written undertakings dated 6 May 2024. Those undertakings are attached at **Annexure A** to this decision and become terms of the Agreement. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement (as compared to the relevant provisions of the *Clerks – Private Sector Award 2020*, the *Commercial Sales Award 2020* and the *Joinery and Building Trades Award 2020*), and that the undertakings will not result in substantial changes to the Agreement.

### Model consultation term

[3] Pursuant to s.205(2) of the Act, the model consultation term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement.

### Conclusion

[4] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188, 190, 193 and 193A of the Act, as are relevant to this application for approval, have been met.

**[5]** I am satisfied the more beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES.

**[6]** The Agreement is approved and, in accordance with s.54 of the Act, will operate from 16 May 2024. The nominal expiry date of the Agreement is 15 April 2028.

DEPUTY PRESIDENT

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**Annexure A**

























































Deputy President Boyce  
Fair Work Commission  
Level 11, Terrace Tower  
80 William Street  
EAST SYDNEY NSW 2011

6 May 2024

Dear Deputy President Boyce

E: [Chambers.Boyce.DP@fwc.gov.au](mailto:Chambers.Boyce.DP@fwc.gov.au)

7. The O'Connell, McHugh and O'Sullivan Agreements 2024 (Agreements) are subject to the Fair Work Act 2009.

I [O'Connell, McHugh and O'Sullivan] give the following undertakings with respect to the Fabsco Pty Ltd (Duoglass, McHugh and O'Sullivan) Agreement 2024:

1. @ Fair Work Commission.
2. The NES applies to the Agreement. Where there is an inconsistency between the Agreement and the NES and the NES provides a greater benefit, the NES provision will apply to the extent of any inconsistency.
3. The Personal/Care's leave – unpaid – that is provided to an employee, in accordance with clause 33 of the Agreement, will be no less than the Personal/Carer's leave NES.
4. The Compassionate Leave that is provided to an employee in accordance with clause 35 of the Agreement, will be no less than the Compassionate Leave NES.
5. The Public Holidays – unpaid – that is provided to an employee in accordance with clause 34 of the Agreement, will be no less than the Public Holidays NES (inclusive of ss 114-116 of the Fair Work Act 2009).
6. The Term outlined in clause 8 of the Agreement, will be read in accordance with The Unfair Work Practices Fair Work Act 2009, which will be taken to be a term of the Agreement.
7. Should Fabsco, at any point during the life of the Agreement, employ supported wage employees as per clause 25 of the Agreement, supported wage employees will be employed under the relevant award (Joinery and Building Trades Award 2020) (Award) and remunerated in accordance with the Award.

8. Part-\_\_\_\_\_ will be employed in accordance with Clause 10 of the Joinery and Building Trades Award, the Private Sector Clerks Award 2020 and the Commercial Sales Award 2020.
9. Casual Employment as per clause 13 of the Agreement, will be no less than clause 11 of the Joinery and Building Trades Award, the Private Sector Clerks Award 2020 and the Commercial Sales Award 2020. All casual employees will be engaged for a minimum of 3 \_\_\_\_\_; and paid a 25% casual loading.
10. Toil Provisions outlined in clause 29 of the Agreement will be no less than the relevant Award provisions (clause 24.9 Joinery and Building trades Award 2020; clause 23 of the Private Sector Clerks Award and clause 19 of the Commercial Sales Award 2020).
11. The part-\_\_\_\_\_ provision outlined in clause 29 of the Agreement, will be applied in accordance clause 10 of the Joinery and Building Award 2020 and the Private Sector Clerks Award 2020.
12. Commercial Sales Mandatory Toil as outlined in clause 29 of the Agreement will be applied in accordance with clause 19 of the Commercial Sales Award 2020.
13. These undertakings are provided in response to the issues raised by the Fair Work #\_\_\_\_\_ number AG2024/1371.

Yours faithfully

Selwin Freese  
CEO  
Fabsco Pty Ltd

## Schedule 2.3 Model consultation term

(regulation 2.09)

### Model consultation term

- (1) This term applies if the employer:
  - (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.

#### *Major change*

- (2) For a major change referred to in paragraph (1)(a):
  - (a) the employer must notify the relevant employees of the decision to introduce the major change; and
  - (b) subclauses (3) to (9) apply.
- (3) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (4) If:
  - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - (b) the employee or employees advise the employer of the identity of the representative;the employer must recognise the representative.
- (5) As soon as practicable after making its decision, the employer must:
  - (a) discuss with the relevant employees:
    - (i) the introduction of the change; and
    - (ii) the effect the change is likely to have on the employees; and
    - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
  - (b) for the purposes of the discussion—provide, in writing, to the relevant employees:
    - (i) all relevant information about the change including the nature of the change proposed; and
    - (ii) information about the expected effects of the change on the employees; and
    - (iii) any other matters likely to affect the employees.
- (6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (8) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
- (9) In this term, a major change is ***likely to have a significant effect on employees*** if it results in:
  - (a) the termination of the employment of employees; or

- (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) the alteration of hours of work; or
- (e) the need to retrain employees; or
- (f) the need to relocate employees to another workplace; or
- (g) the restructuring of jobs.

*Change to regular roster or ordinary hours of work*

- (10) For a change referred to in paragraph (1)(b):
  - (a) the employer must notify the relevant employees of the proposed change; and
  - (b) subclauses (11) to (15) apply.
- (11) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (12) If:
  - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - (b) the employee or employees advise the employer of the identity of the representative;
 the employer must recognise the representative.
- (13) As soon as practicable after proposing to introduce the change, the employer must:
  - (a) discuss with the relevant employees the introduction of the change; and
  - (b) for the purposes of the discussion—provide to the relevant employees:
    - (i) all relevant information about the change, including the nature of the change; and
    - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
    - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
  - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (14) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (15) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- (16) In this term:

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