



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

Fabsco Pty Ltd (Duoglass, Kitchen Craftsman, and Double Glazing West) Agreement 2024

Written undertakings under section 190 of the Fair Work Act 2009

I [Selwin Freese, Chief Executive Officer] give the following undertakings with respect to the Fabsco Pty Ltd (Duoglass, Kitchen Craftsman, and Double Glazing West) Agreement 2024:

1. I have the authority to provide these undertakings in relation to the application before the Fair Work Commission.
2. This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). 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 entitlement that is provided to an employee, in accordance with clause 33 of the Agreement, will be no less than the Personal/Carer's leave entitlement provided under the 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 entitlement provided under the NES.
5. The Public Holidays – Substitution that is provided to an employee in accordance with clause 34 of the Agreement, will be no less than the Public Holidays entitlement provided under the NES (inclusive of ss 114-116 of the *Fair Work Act 2009*).
6. The Consultation Term outlined in clause 8 of the Agreement, will be read in accordance with The Model Consultation clause as per Regulation 2.09 of the *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 apprentices, trainees or supported wage employees as per clause 25 of the Agreement, apprentices, trainees and 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-time employees 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 hours; employed at the level 1 classification; 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-time overtime 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 Commission in matter number AG2024/1371.

Yours faithfully



Selwin Freese
CEO
Fabsco Pty Ltd

Note - the model consultation term is taken to be a term of this agreement and can be found at the end of the agreement.

FABSCO PTY LTD
(ACN: 081 704 958)
(DUOGLASS, KITCHEN CRAFTSMEN
AND DOUBLE GLAZING WEST)
ENTERPRISE AGREEMENT 2024



Note – this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.

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PART 1 - OPERATION AND SCOPE

1. Title

This Agreement is known as the Fabsco Pty Ltd (DuoGlass, Kitchen Craftsmen and Double Glazing West) Enterprise Agreement 2024.

2. Term

2.1 This agreement comes into operation 7 days after it is approved by the Fair Work Commission.

2.2 The nominal expiry date is 15th April 2028.

2.3 The Agreement will continue to operate until it is terminated or replaced.

3. Coverage

This Agreement covers, applies to and binds:

- (a) Fabsco Pty Ltd (Company); and
- (b) each of its employees engaged in the classifications listed in Schedule A.

4. No extra claims

4.1 Except where specifically provided, the terms of this Agreement shall operate to the exclusion of and shall supersede all federal and state awards and all other industrial instruments which operate to regulate wage rates and conditions of employment covered by this Agreement.

4.2 The Employees covered by this Agreement will not make any further claims or seek to bargain in respect of any permitted matters as defined in section 172(1) of the Fair Work Act 2009 (Cth) that would apply before the nominal expiry date of this Agreement, irrespective of whether they are subject to this Agreement.

5. The relationship to awards, legislation and policies

5.1. This Agreement operates to the exclusion of any award, except where otherwise stated in this Agreement.

5.2. Where any legislation, award, policy, procedure or other document is referred to in this Agreement it is not incorporated into and does not form part of this Agreement, except where otherwise stated in this Agreement. In particular, references to entitlements provided for in the National Employment Standards (NES) and other legislation are:

- (a) for information only and do not incorporate those entitlements into this Agreement; and
- (b) not intended as a substitute for the detailed provisions of the NES and other legislation.

6. Definitions

Administrative Employee means, for the purpose of this Agreement, a person employed in a classification in the Clerks - Private Sector Award 2020 or Commercial Sales Award 2020.

Agreement means this Fabsco Pty Ltd (DuoGlass, Kitchen Craftsmen and Double Glazing West) Enterprise Agreement 2024.

Aggregated Rate of Pay means the hourly rate of pay for hours actually worked that includes: (except where otherwise stated in this Agreement) the sum of all the applicable allowances and annual leave loading as provided for in the relevant Award and set out in Schedule A to this

Agreement, but does not include superannuation, or payment for overtime, or public holidays. Payment of superannuation, overtime, or public holidays are paid in addition to the hourly Aggregated Rate of Pay at the rates specified in Schedule A to this Agreement (the Company only has a day shift and does not have shift work).

Company means the Fabsco Pty Ltd, which is the Company of employees in the following premier brands owned and operated by Fabsco Pty Ltd: Kitchen Craftsmen; DuoGlass; and Double Glazing West.

Commercial Sales Employee means an employee engaged in a classification in the Commercial Sales Award 2020.

Continuous service means a period of uninterrupted employment, regardless of an employee's absence from work for any of the following reasons:

- (a) illness or accident up to a maximum of two (2) weeks after the expiration of paid personal leave;
- (b) any statutory leave entitlement taken;
- (c) injury received during the course of employment, and up to a maximum of fifty two (52) weeks, for which the employee received worker's compensation.

Employment Instrument means an instrument regulating the terms and conditions of employment that is made and registered under the *Fair Work Act 2009* (FW Act).

Inclement Weather means the existence of abnormal and extreme climatic conditions by virtue of which it is either not reasonable or not safe for employees exposed, to continue working for the duration of such conditions.

Immediate Family means a spouse or de facto partner; a child, parent, grandparent, grandchild or sibling of the employee, or the employee's spouse or de facto partner, and any member of the employee's household, excluding pets.

Leading Hand means an employee (other than a supervisor or foreman) who is given by the Company, the responsibility of directing and/or supervising the work of three to ten employees of the same classification.

NES means the National Employment Standards as contained in sections 59 to 131 of the FW Act.

Ordinary Rate of Pay means the minimum hourly base rate of pay for a person employed in a classification as prescribed by the Relevant Award and does not include any applicable allowances or penalties rates.

Relevant Award means one of the following modern Award that applies to an employee employed in a classification of that Award;

Clerks Private Sector Award 2020.
Commercial Sales Award 2020.
Joinery and Building Trades Award 2020.

WST means Western Australian Standard Time.

Glass and Glazing work means the designing, bevelling, cutting, embossing or glazing by hand or machine, painting, silvering, sandblasting, bending or otherwise working of all types of glass used in the trade, as well as leadlights, spandrel panels, clear plastic, sheet acrylic or any substitute therefor, glass lenses or prisms;

The fitting and/or fixing in position of all types of glass used in the trade, as well as louvres, spandrel panels, glazing bars, clear plastic, or glass lenses or prisms in domestic on site situations;

The packing and delivery of all types of glass used in the trade, as well as louvres, spandrel panels, leadlights, glazing bars, fibreglass, clear plastic, sheet acrylic or any substitute therefor, glass lenses or prisms including any labouring work in connection with any such operations;

The toughening, heat treating or laminating of glass or safety glass; the fabrication, assembly, glazing and installation of Insulation Glass units; every operation, process, duty and function carried on or performed in or in connection with or incidental to any of the foregoing.

Joinery Work means work performed by the classifications contained in this award in a joinery shop, provided such establishment is not located on an 'on-site' construction project, and includes the preparation, decoration and assembling of joinery or building components principally in timber or similar material.

Family and domestic violence is violent, threatening or other abusive behaviour by a close relative of a person, a member of a person's household, or a current or former intimate partner of a person, that:

- (i) seeks to coerce or control the person; and
- (ii) causes the person harm or to be fearful.

A close relative of a person is another person who:

- (a) is a member of the first person's immediate family; or
- (b) is related to the first person according to Aboriginal or Torres Strait Islander kinship rules.

Immediate family of a person means:

- (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the person; or
- (ii) a child, parent, grandparent, grandchild, or sibling of a spouse or defector partner of the person.

PART 2 - DISPUTE SETTLEMENT AND CONSULTATION

7. Dispute resolution

The Dispute resolution procedure in this Agreement is as follows:

7.1 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.

- 7.2** An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- 7.3** 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 Company supervisors and/or management.
- 7.4** If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission.
- 7.5** The Fair Work Commission may deal with the dispute in 2 stages:
- (a) The Fair Work Commission 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 Fair Work Commission is unable to resolve the dispute at the first stage, it may, if the parties agree and consent to an arbitration, then:
 - i. arbitrate; and
 - ii. make a determination that is binding on the parties (subject to any appeal).
- 7.6** While the parties are trying to resolve the dispute:
- (a) the 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) the employee must comply with a direction given by the Company to perform other available work at the same, or another workplace, unless:
 - (i) the work is not safe; or
 - (ii) the 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.
- 7.7** The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term (subject to any appeal).

8. Consultation regarding major workplace change

- 8.1** This clause applies if they employer:
- (a) has made a definite decision to introduce a major change to production, program, rosters, hours of work, organisational, structure or technology into the workplace that is likely to have a significant effect on employees.
- 8.2** For a major change referred to in paragraph (1)(a):
- (a) the Company must as soon as possible thereafter notify all affected employees of the decision to introduce the major change.
- 8.3** These employees may appoint a representative to represent them in any discussions with management in respect of the proposed change.
- 8.4** 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 Company of the identity of the representative; the Company must recognise the representative.

8.5 As soon as practicable after making its decision, the Company 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 Company 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;
 - (iii) any other matters likely to affect the employees.

8.6 However, the employer is not required to disclose confidential or commercially sensitive information.

8.7 The Company must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

8.8 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 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.

PART 3 - INDIVIDUAL FLEXIBILITY AGREEMENT

9. Agreement flexibility

The Model Clause in Schedule 2.2 of the Fair Work Regulations 2009, has been applied and is outlined below:

9.1 The Company and employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:

- (a) the Agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;

(v) leave loading; and

(b) the arrangement meets the genuine needs of the Company and employee in relation to 1 or more of the matters mentioned in paragraph (a); and

(c) the arrangement is genuinely agreed to by the Company and employee.

9.2 The Company must ensure that the terms of the individual flexibility arrangement:

(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.

9.3 The Company must ensure that the individual flexibility arrangement:

(a) is in writing; and

(b) includes the name of the Company and employee; and

(c) is signed by the Company and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and

(d) includes details of:

(i) the terms of the enterprise Agreement that will be varied by the arrangement; and

(ii) how the arrangement will vary the effect of the terms; and

(iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and

(v) states the day on which the arrangement commences.

9.4 The Company must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

9.5 The Company 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 Company and employee agree in writing - at any time.

PART 4 - EMPLOYMENT AND TERMINATION

10. EMPLOYMENT

(a) An employee will be employed by the Company as full-time, part-time, casual or fixed-term employee in a classification as described in Schedule A of this Agreement to work at places determined by the Company.

(b) At the time of engagement the Company will inform each employee whether they are employed on a full-time, part-time, casual or fixed-term basis.

(c) New full-time or part-time employees will be employed inclusive of a probationary period of six (6) months and paid the relevant hourly Aggregated Rate of Pay as specified in Schedule A.

(d) An employee shall perform such duties as are within the employee's skill and competence as directed by the Company and shall comply with the employee's behavioural obligations applicable to the site where work is performed.

- (e) Duties and responsibilities may be varied by the Company after consulting with the relevant employees, provided that they are within the range of skills, qualifications, competence and training for the relevant employee/s.
- (f) At all times, in performing work duties and responsibilities employee/s are required to:
 - (i) work the ordinary hours outlined in this agreement; and
 - (ii) comply with all lawful and reasonable directions given by the Company;
 - (iii) comply with all Company policies and procedures as varied from time to time;
 - (iv) use their best endeavours;
 - (v) devote the whole of their time and attention to their work; and
 - (vi) ensure the highest level of safe working practices are adhered to and maintained.

11. Types of employment

Employees may be engaged on a full-time, part-time, fixed-term or casual basis. Unless an employee is notified in writing at the time of engagement that they are a fixed term or casual employee, they shall be a full-time employee.

12. Part-time employment

- (a) A part-time employee means an employee engaged to regularly work less than 38 hours per week or 8 hours per day and is engaged for a minimum of three consecutive hours on any day and is entitled on a pro rata basis to equivalent pay and conditions to those of full-time employees.

13. Casual employment

13.1 An employee is a *casual employee* of the Company only if:

- (a) the employment relationship is characterised by an absence of a firm advance commitment to continuing and indefinite work; and
- (b) the employee would be entitled to a casual loading or a specific rate of pay for casual employees under the terms of a fair work instrument if the employee were a casual employee, or the employee is entitled to such a loading or rate of pay under the contract of employment.

13.2 Regular Pattern of Work

- (a) an employee who has a regular pattern of work may still be a casual employee if there is no firm advance commitment to continuing and indefinite work.

13.3 Casual Conversion

- (a) For the purposes of this Agreement, a regular casual employee means a casual employee who is employed by the Company at a singular place of work for at least a 12-month period and during the last six (6) months of employment, the employee worked a regular pattern of hours on an ongoing basis, without significant adjustment.
- (b) The Company must make a written offer to a regular casual employee to convert to full - time or part - time employment within 21 days after the end of the 12-month period. If the casual employee does not, within 21 days of receipt of the written offer notify the Company of their acceptance to convert, the Casual Employee will be taken to have declined the offer.

- (c) To avoid any doubt, only a casual employee that is employed on a regular basis for an average of 38 hours in a week in the relevant period may seek to be converted to a full-time position. All other casual employees may only seek to be converted to a part-time position.
- (d) Where a regular casual employee seeks to convert to full-time or part-time employment, the Company may consent or refuse the election on reasonable grounds.
- (e) Where no election to convert to full-time or part-time employment is made by the regular Casual Employee, or where conversion is rejected by the Company on reasonable grounds, the Employee remains a Casual Employee and is not entitled to any full-time or part-time employment entitlements.
- (f) Nothing in this Agreement requires the Company to increase the hours of a regular casual employee seeking conversion to full-time or part-time.
- (g) The date from which the conversion takes effect is the commencement of the next pay period following such an agreement unless otherwise agreed by the parties.
- (h) Once a casual employee has converted to full-time or part-time employment, the employee may only revert back to casual employment with the written agreement of the Company.

13.4 Fair Work Information Statement

- (i) Upon acceptance of the position, or as soon as practicable thereafter, all casual employees will receive a copy of the Fair Work Casual Information Statement.

14. Fixed-term

An employee (other than a casual employee) may be employed by the Company for a fixed-term as determined by and set out in the employee's contract of employment. In the event an employee's fixed-term contract reaches its nominated expiry date, or the specified project/event ("specified task") reaches its conclusion, the employee's employment will come to an end.

15. Performance management

- (a) Employees will be required to attain and maintain an appropriate level of competence.
- (b) Performance reviews are conducted by immediate supervisors, senior management and/or independent assessors as required.
- (c) Unsatisfactory performance shall be addressed by a performance management plan in consultation with the employee, which may involve training or further consultation where required. Continued unsatisfactory performance may result in termination of an employee's contract of employment.

16. Suspension

- (a) The Company has the discretion to temporarily suspend the employee from duties whilst conducting an investigation of allegations of misconduct or breach of Company policies and procedures.
- (b) The employee will be entitled to any payment of wages during the suspension period.
- (c) If the allegations (in the opinion of the Company and after affording procedural fairness to the employee) are substantiated, appropriate disciplinary action will be taken which may lead to

termination of employment.

17. Termination

- (a) Full-time and part-time employment may be terminated by either party by giving notice in accordance with the below table or by the payment or forfeiture of pay in lieu of such notice.

Period of Continuous Service	Period of Notice Required
Not more than 1 year	1 week
More than 1 year, but not more than 3 years	2 weeks
More than 3 years, but not more than 5 years	3 weeks
More than 5 years	4 weeks

- (b) An employee, who is over 45 years of age and has completed at least 2 years continuous service with the Company, is entitled to an additional 1 week of notice.
- (c) Casual employment may be terminated by either party by giving one day's notice or the payment or forfeiture of one hour's payment in lieu of such notice.
- (d) The Company may terminate any employee's employment without notice or payment in lieu of notice for serious misconduct.
- (e) Nothing in this Part 3 affects the Company's right to dismiss an employee without notice for serious misconduct or a serious breach of this Agreement, in which case the employee will only be entitled to be paid for the time worked up to the point of dismissal.
- (f) The type of conduct that may be deemed to be 'serious misconduct' can include (but is not limited to) the following:
- (i) engaging in any act or omission constituting misconduct in respect of their duties;
 - (ii) wilfully failing or neglecting to perform or carry out their functions or duties in an agreed manner;
 - (iii) engaging in offensive or harassing behaviour;
 - (iv) breaching health and safety obligations;
 - (v) breaching policies and/or procedures;
 - (vi) being intoxicated or under the influence of illegal drugs;
 - (vii) engaging in any conduct which may injure the reputation or standing of the Company;
 - (viii) refusing or neglecting to comply with any lawful and reasonable requests of the Company, or any other person duly authorised by the Company;
 - (ix) theft or fraud; and/or
 - (x) being convicted of an offence which is relevant to the performance of an employee's duties.

18. REDUNDANCY

18.1 Entitlement to be paid redundancy

An employee is entitled to be paid redundancy pay by the Company if the employee's employment is terminated:

- (a) at the Company's initiative because the Company no longer requires the job done by the employee to be done by anyone, except where this is due to ordinary and customary turnover of labour; or
- (b) because of the insolvency or bankruptcy of the Company.

18.2 Amount of redundancy pay

The Amount of the redundancy pay equals the total amount payable to the employee for the redundancy pay period worked out using the following table at the employee's base rate of pay (Aggregated Rate of Pay) for his or her ordinary hours of work:

Period of Continuous Service	Redundancy Pay
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks
At least 6 years but less than 7 years	11 weeks
At least 7 years but less than 8 years	13 weeks
At least 8 years but less than 9 years	14 weeks
At least 9 years but less than 10 years	16 weeks
At least 10 years	12 weeks

18.3 Transfer to lower paid duties

Where an employee is transferred to lower paid duties by reason of redundancy the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and the Company may, at the Company's option, make payment instead of an amount equal to the difference between the former Ordinary Rate of Pay and the new Ordinary Rate of Pay for the number of weeks of notice still owing.

18.4 Employee leaving during notice period

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee will be entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice but will not be entitled to payment instead of notice.

18.5 Job search entitlement

- An employee given notice of termination in circumstances of redundancy will be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee will, at the request of the Company, be required to produce proof of attendance at an interview or they will not receive payment for the time absent. For this purpose, a statutory declaration will be sufficient.

PART 5 - WAGES AND RELATED MATTERS

19. Classifications

- (a) Employees will be engaged in a classification set out in Schedule A.
- (b) The Company will advise their employees in writing of their classification upon commencement of employment and of any subsequent changes to their classification.
- (c) Schedule A of this Agreement provides the minimum Aggregated Rate of Pay for each classification.

20. Wages

- (a) An employee shall be paid wages and allowances that are calculated in accordance with this Agreement. The minimum rates of pay provided in Schedule A are the minimum Aggregated Rates of Pay for an employee engaged in the relevant classification.
- (b) The Company undertakes that wages paid under this Agreement will be at any time more than those applying in the Relevant Award.

21. Allowances

- (a) Except where otherwise stated in this Agreement the allowances, where applicable, are included in the Aggregated Rates of Pay provided in Schedule A to this Agreement.
- (b) Expense related allowances will be adjusted from time to time to ensure compliance with the relevant award.
- (c) The Company provides all tools required by its employees for their work for the Company.

22. Payment of wages

- (a) Wages shall be paid weekly in arrears by direct deposit into the employee's nominated bank account.
- (b) The Company will provide the employee with a pay slip at the time payment is made as required by the FW Act.
- (c) The Company may at any time apply the total amounts paid to or on behalf of an employee in satisfaction of any obligation to make payments to the employee howsoever arising.
- (d) The parties accept that this Agreement is in full and final settlement of all wages, terms and conditions claims.

23. Review of wages

A review of the employee's rate of pay and terms and conditions of employment will be conducted annually. Any review will not result in the rate of pay and terms and conditions of employment falling below the rate of pay and terms and conditions of employment provided for in this Agreement. Employees will be notified of any outcome of an annual review as soon as reasonably possible after the review.

24. Superannuation

24.1 Superannuation legislation

Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth), deals with the superannuation rights and obligations of companies and employees. Under superannuation legislation individual employees have the opportunity to choose their own superannuation fund. If an employee does not choose a superannuation fund, any superannuation fund nominated in the award covering the employee applies.

The rights and obligations in these clauses supplement those in superannuation legislation.

24.2 Company contributions

A Company must make superannuation the appropriate statutory contributions to an employee's compliant superannuation fund.

24.3 Voluntary employee contributions

- (a) An employee may, in writing, authorise the Company to pay into the employee's compliant superannuation fund an additional amount over and above the statutory requirement.
- (b) An employee may adjust the amount the employee has authorised the Company to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their Company.
- (c) The Company must pay the amount authorised under clauses (a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses (a) or (b) was made.

24.4 Superannuation fund

To comply with its statutory obligations, the Company is required to make superannuation contributions to any compliant superannuation fund including but not limited to the superannuation funds outlined below.

- i. Cbus;
- ii. CareSuper;
- iii. FIRSTSUPER;
- iv. AustralianSuper;
- v. Allied Union Superannuation Trust of Queensland (Aust(Q));
- vi. BUSS(Q);

Or a superannuation fund or scheme which the employee is a **defined benefit member** of.

25. Apprentices, Trainees and Supported Wage Employees

- (a) Under this Agreement, apprentices (including school based apprentices) and trainees will be engaged in accordance with the terms and conditions of the Relevant Award.
- (b) The supported wage system applies to employees who, because of the effects of a disability, are eligible for a supported wage under a Relevant Award. Under this Agreement, supported wage employees will be engaged in accordance with the terms and conditions of the Relevant Award.

26. Living away from home allowance distant work

- (a) An employee who is required to work at a distant job where either the distance from the employee's usual place of residence or the travelling facilities make it reasonably necessary for the employee to live and sleep away from their usual residence, and where reasonable board lodging is not provided by the Company, the employee will be entitled to living away from home allowance as prescribed by the Relevant Award.
- (b) The employee will be entitled to all of the other benefits prescribed by the Relevant Award.

PART 6 - Hours of work and related matters

27. Ordinary hours of work

- (a) The ordinary hours of work will be a maximum of 38 hours per week plus such reasonable additional hours that the Company may require.
- (b) The spread of ordinary hours of work shall be between 6.00am and 6.00pm (WST) Monday to Friday for employees other than Administrative and Sales Employees.
- (c) The spread of ordinary hours of work for Administrative Employees shall be between 7.00am and 6.00pm (WST), Monday to Friday.
- (d) The spread of ordinary hours of work for Sales Employees shall be between 7.00am and 6.00pm (WST), Monday to Saturday.
- (e) The ordinary hours will be 8 hours per day Monday to Thursday and 6 hours on Friday for employees other than Sales Employees.
- (f) two-week stand down period may be scheduled over each Christmas and New Year holiday period. In the event an employee has annual leave accrued, the employee may elect to take such leave during any stand down period.

28. Weekend work

- (a) An employee required to work on a Saturday will be engaged for a minimum of four (4) hours and paid time and a half (150%) for the first two hours and double time (200%) thereafter.
- (b) All time worked after 12 noon on a Saturday will be paid double time (200%).
- (c) An employee required to work on a Sunday will be paid double time (200%) and engaged for a minimum of four (4) hours.

29. Overtime

- (a) Overtime will be paid at the rate of time and a half (150%) for all work done outside of ordinary hours for the first two hours and double time (200%) thereafter, excluding weekend work.
- (b) Where the Company and an employee mutually agree to the employee working additional hours above their ordinary hours per week, such additional hours may accrue as time off in lieu (TOIL) of payment on the following basis:
 - (i) time off in lieu of payment will be calculated on a time for time basis; and
 - (ii) in consultation with, and by approval of their supervisor in advance, employees may take accrued time off in lieu during quiet and mutually convenient times.
- (c) A Commercial Sales Employee who is required to work on a Saturday, Sunday or Public Holiday will be engaged for a minimum of two (2) hours and granted time off in lieu of time worked, on the basis of one hour off for each hour worked.

30. Breaks

- (a) An employee is entitled to an unpaid meal break of 30 minutes, to be taken no less than four hours and no later than six hours after the commencement of work where the employee is a day worker.
- (b) Where, because of the area or location of a project, the majority of on-site employees on the project request and Agreement is reached, the period of the meal break may be extended to not more than 45 minutes with a consequential adjustment to the daily finishing time.
- (c) An employee will be provided with a paid rest break of 20 minutes after each four (4) hours of overtime worked, if the employee is required to continue work after the rest break to be paid at the Aggregated Rate of Pay.

PART 9 - LEAVE ENTITLEMENTS

31. Annual Leave

- (a) An employee accrues 4 weeks paid annual leave for each year.
- (b) An employee is entitled to annual leave calculated on the employee's Aggregated Rate of Pay for the employee's ordinary hours of work. An employee is entitled to an annual leave loading of 17.5% which is included in the Aggregate Rate of Pay.
- (c) Annual leave may be taken in minimum amounts of one day and some portion may be required to be taken during any Christmas closedown of the Company's operations or in conjunction with a period rostered off site.
- (d) On ceasing to be employed an employee will be paid for any untaken annual leave.
- (e) Where the relevant award provides for cashing out of annual leave, annual leave in advance, or deals with excessive leave accruals, the provisions of the Relevant Award apply to this Agreement.

32. Sick leave

- (a) An employee is entitled to paid absence from work because of such personal illness or injury that the employee is unable to attend or remain at work because of that illness or injury.
- (b) Sick/Personal Leave accrues on hours worked to a maximum of 10 days for any year. Sick/Personal leave is not capped, nor is it paid out on termination.
- (c) An employee must notify the Company as soon as practicable of the employee's inability to attend or remain at work and indicate the estimated duration of the absence (except in extraordinary circumstances where it is not possible to do so).
- (d) For all absences in excess of two days, or for an absence which falls on either side of a weekend (being a Friday or Monday), an employee must provide proof to satisfy a reasonable person. For the purposes of this Agreement, reasonable proof is:
 - (i) a medical certificate indicating that the employee was unfit for work because of a personal illness or injury and the duration the employee was unfit for work; or
 - (ii) where it is not reasonably practical to obtain a medical certificate, a statutory declaration detailing the same information.
- (e) Prior to an employee's return to work after a period of sick leave, the Company may direct the employee to attend a medical assessment to ascertain the employee's fitness to return to work.

33. Carer's leave

- (a) An employee is entitled to carer's leave if the employee is required to provide personal care to an immediate family or household member.
- (b) Carer's leave is part of an employee's sick leave benefit and may be used if the employee:
 - (i) has accumulated sufficient sick leave credits;
 - (ii) notifies the Company as soon as reasonably practicable of the identity of the immediate family or household member who is suffering the illness or injury and how long the absence from work will likely be;
 - (iii) satisfies the Company that the immediate family or household member is suffering an illness or injury that requires personal care to be given; and
 - (iv) satisfies the Company that no other person but the employee can reasonably provide that care.
- (c) A medical certificate may be required under paragraph (b) if the period of absence on carer's leave is two consecutive days or more.
- (d) An employee who has exhausted all entitlements to paid sick or carer's leave shall be entitled to up to 2 days of unpaid carer's leave in any year. The notification requirements for unpaid carer's leave are the same as for paid leave.

34. Public holidays

- 34.1 Employees are entitled to the following days which will be observed as holidays without deduction of pay for ordinary time they would have worked:

- (a) New Year's Day
- (b) Australia Day
- (c) Good Friday
- (d) Easter Monday
- (e) Anzac Day
- (f) Labour Day
- (g) WA Day
- (h) Sovereign's Birthday
- (i) Christmas Day
- (j) Boxing Day

34.2 When any of the public holidays prescribed in this clause fall on a Saturday or Sunday, the holiday shall be observed on the next succeeding Monday and when Boxing Day falls on a Sunday or on a Monday the holiday shall be observed on the next succeeding Tuesday. In each case the substituted day shall be a holiday without deduction of ordinary pay and the day for which it is substituted shall not be a holiday.

34.3 Fabsco and the Employees may agree to substitute another day for any of the public holidays prescribed in this clause in which event an Employee who works on a day which otherwise would have been a public holiday will be paid at ordinary time (all purpose) rates. All work performed on a public holiday or substituted thereof must be paid for at the rate of double time and a half, in lieu of the taking or payment of a public holiday.

35. Compassionate leave

- (a) An employee is entitled to paid leave of up to two days on each occasion a member of the employee's immediate family or household contracts or develops a personal illness posing a serious threat to his or her life or sustains a personal injury that poses a serious threat to his or her life or dies.
- (b) An employee who claims an entitlement to compassionate leave shall;
 - (i) notify the Company as soon as reasonably practicable of the need to take the leave; and
 - (ii) provide the Company with reasonable evidence of the employee's eligibility for the entitlement.

36. Parental Leave, flexible working arrangements and community service leave

The NES or Relevant Awards as applicable apply as the applicable provisions of this Agreement in relation to Parental Leave, Flexible Working Arrangements (including requests therefor) and Community Service Leave

37. Family and domestic violence leave

(a) Entitlement:

- (i) An employee is entitled to 10 days of paid family and domestic violence leave in a 12 month period.

(b) Paid family and domestic violence leave:

- (i) is available in full at the start of each 12-month period of the employee's employment; and
- (ii) does not accrue year to year; and
- (iii) is available in full, part-time and casual employees.

An employee may take paid family and domestic violence leave as:

- (i) a single continuous 10 day period; or
- (ii) separate periods of one or more days each; or
- (iii) any separate periods to which the employee and the Fabsco agree, including periods of less than one day.

(c) Taking paid family and domestic violence leave

An employee may take paid family and domestic violence leave if:

- (i) the employee is experiencing family and domestic violence; and
- (ii) the employee needs to do something to deal with the impact of the family and domestic violence; and
- (iii) it is impractical for the employee to do that thing outside the employee's work hours.

(d) Payment

If an employee takes a period of paid family and domestic violence leave, Fabsco must pay the employee, in relation to the period:

- (i) for an employee other than a casual employee—at the employee's full rate of pay, worked out as if the employee had not taken the period of leave; or
- (ii) for a casual employee—at the employee's full rate of pay, worked out as if the employee had worked the hours in the period for which the employee was rostered.

To assist the understanding, when an employee takes family domestic violence leave, the time taken is to be viewed as time worked, assuming the employee would ordinarily work these hours.

(e) Confidentiality

Fabsco acknowledges the importance of confidentiality when an employee seeks and takes Family and Domestic Violence Leave and will take every reasonably practical step to maintain affected employee's confidentiality.

(f) Notice and Evidence requirements

(i) Notice

An employee must give Fabsco notice of the taking of leave as soon as practicable and include advising Fabsco of the period or expected period of the leave.

(ii) Evidence

An employee who has given Fabsco notice of the taking of leave must, if required, give Fabsco evidence that would satisfy a reasonable person that the leave is taken if the employee is experiencing family and domestic violence; and the employee needs to actively deal with its impact and cannot do so outside of working hours.

38. Long service leave

- (a) An employee is entitled to long service leave in accordance with *the Long Service Leave Act 1958* (WA) or the applicable legislation when the employee is engaged to work in another State or Territory.
- (b) An employee must provide eight (8) week's written notice of the date from which they wish to take their long service leave. A shorter period may be granted by mutual agreement between the Company and employee.
- (c) If an employee has accrued long service leave, the Company may direct the employee to take all of their long service leave in one continuous period as soon as practical or agree with the employee that they should take it at a later date by providing three months' written notice to the employee.
- (d) By agreement between the Company and the employee, the employee may take their long service leave;
 - (i) in two separate periods (if their accrued leave entitlement is two (2) months); or
 - (ii) in two or three separate periods (if their accrued leave entitlement exceeds two (2) months and does not exceed 19½ weeks).
- (e) Employees may choose to cash out their entitlement to long service leave by written agreement between the Company and the employee.

39. Assignment conditions

- (a) The Company and the Employee may agree on assignment terms and conditions for particular sites as designated by the Company in the Employee's contract of employment only. The Employee must not be disadvantaged on an overall monetary basis when compared to the terms and conditions of this Agreement.
- (b) Where an Employee and the Company have agreed to assignment terms and conditions for a designated site in the Employee's contract of employment, the Company will reassess and increase the Employee's monetary remuneration to ensure the Employee is not disadvantaged against the Agreement.

PART 11 - WORK, HEALTH AND SAFETY

40. Work health and safety practices

- (a) The employees and the Company acknowledge and agree that a safe and secure workplace is of paramount importance and that employees will:
- (b) Comply with all applicable work, health and safety laws and regulations;
- (c) ensure the safety of themselves as well as co-workers or any other person working at the workplace;
- (d) wear and use any safety and protective equipment provided by the Company;
- (e) comply with the Company's work health and safety policies and procedures; and

- (f) immediately report to management any accidents, incidents or hazards arising in the course of employment.

41. Medical examinations

- (a) For the purposes of ensuring a safe work environment safe working practices, employees may be required by the Company to undertake a medical examination from time to time.
- (b) It is an essential condition of employment that an employee submits to any random drug and alcohol tests required by the Company.

SCHEDULE A – CLASSIFICATIONS

Minimum rates of pay – Aggregated Rates of Pay

		2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
	Classification – Level 1	Minimum Aggregated Hourly Rate of Pay \$	Minimum Aggregated Hourly Rate of Pay \$	Minimum Aggregated Hourly Rate of Pay \$	Minimum Aggregated Hourly Rate of Pay \$	Minimum Aggregated Hourly Rate of Pay \$
		\$	\$	\$	\$	\$
Kitchen Craftsmen						
	Store Person	\$26.25	\$27.04	\$27.85	\$28.68	\$29.54
	Foreman/Leading Hand	\$27.24	\$28.05	\$28.90	\$29.76	\$30.66
	Kitchen Installer	\$24.77	\$25.51	\$26.28	\$27.07	\$27.88
	Driver	\$24.77	\$25.51	\$26.28	\$27.07	\$27.88
	Machine Operator	\$24.77	\$25.51	\$26.28	\$27.07	\$27.88
	Machine Programmer	\$36.75	\$37.85	\$38.99	\$40.16	\$41.36
	Cabinet Maker	\$24.77	\$25.51	\$26.28	\$27.07	\$27.88
	Factory Hand	\$24.77	\$25.51	\$26.28	\$27.07	\$27.88
	Sales Person	\$29.92	\$30.82	\$31.74	\$32.70	\$33.68
	Admin Support	\$27.17	\$27.99	\$28.83	\$29.69	\$30.58
Double Glazing West						
	Foreman/Leading Hand	\$27.24	\$28.05	\$28.90	\$29.76	\$30.66
	Machine Operator	\$24.77	\$25.51	\$26.28	\$27.07	\$27.88
	Machine Programmer	\$36.75	\$37.85	\$38.99	\$40.16	\$41.36
	Factory Hand	\$24.77	\$25.51	\$26.28	\$27.07	\$27.88
	Admin Support	\$27.17	\$27.99	\$28.83	\$29.69	\$30.58
DuoGlass						
	Machine Operator	\$24.77	\$25.51	\$26.28	\$27.07	\$27.88
	Installer	\$24.77	\$25.51	\$26.28	\$27.07	\$27.88
	Admin Support	\$27.17	\$27.99	\$28.83	\$29.69	\$30.58
	Surveyor	\$24.77	\$25.51	\$26.28	\$27.07	\$27.88
	Sales Person	\$29.92	\$30.82	\$31.74	\$32.70	\$33.68

ACKNOWLEDGEMENT

This is the Enterprise Agreement entered into by Fabsco Pty Ltd and its employees and which was approved by the employees on the 15th April 2024 by a vote of 44 to 0.

I am authorised by Fabsco Pty Ltd as the HSEQ Manager to sign this agreement on its behalf:



(Signature)

Name: Kelsey Tucker

Position: HSEQ Manager

Address: 2 Setoma Court, JOONDALUP WA 6027

I am an employee representative for this agreement and I am authorised to sign this agreement on behalf of employees of Fabsco Pty Ltd



(Signature of Employee Representative)

Name: Matthew Donnison

Position: Factory Hand / Employee Representative

Address: 18 Seyburn Way, ALKIMOS WA 6034

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

Fabsco Pty Ltd (Duoglass, Kitchen Craftsman, and Double Glazing West) Agreement 2024

Written undertakings under section 190 of the Fair Work Act 2009

I [**Selwin Freese, Chief Executive Officer**] give the following undertakings with respect to the Fabsco Pty Ltd (Duoglass, Kitchen Craftsman, and Double Glazing West) Agreement 2024:

1. I have the authority to provide these undertakings in relation to the application before the Fair Work Commission.
2. This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). 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 entitlement that is provided to an employee, in accordance with clause 33 of the Agreement, will be no less than the Personal/Carer's leave entitlement provided under the 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 entitlement provided under the NES.
5. The Public Holidays – Substitution that is provided to an employee in accordance with clause 34 of the Agreement, will be no less than the Public Holidays entitlement provided under the NES (inclusive of ss 114-116 of the Fair Work Act 2009).
6. The Consultation Term outlined in clause 8 of the Agreement, will be read in accordance with The Model Consultation clause as per Regulation 2.09 of the 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 apprentices, trainees or supported wage employees as per clause 25 of the Agreement, apprentices, trainees and 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-time employees 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 hours; employed at the level 1 classification; 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-time overtime 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 Commission in matter 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).