



Complete Shopfitters

# **ENTERPRISE AGREEMENT**

**2024**

**BETWEEN**

**COMPLETE SHOPFITTERS PTY. LTD.**

**AND**

**COMPLETE SHOPFITTERS' EMPLOYEES**

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## **1. TITLE**

This agreement shall be known as the Complete Shopfitters Enterprise Agreement 2024.

## **2. APPLICATION**

This Agreement shall apply to Complete Shopfitters Pty. Ltd. of 41- 47 Kitchen Road, Dandenong 3175, with respect to all of its operations.

## **3. PARTIES BOUND**

This Agreement shall be binding upon Complete Shopfitters Pty Ltd (hereafter referred to as "the Company"), all of its employees as classified in Clause 14 and the Construction Forestry Maritime Employees Union (CFMEU) – Manufacturing Division (hereafter referred to as "the Union") and its Officers and members.

## **4. OBJECTIVES OF THE AGREEMENT**

The parties to this Agreement recognise that the business environment and direction of the Company continues to change due to external local and global market influences and that it must continue to achieve real and sustainable performance improvements if it is to be and remain competitive whilst meeting customer expectations.

As such, continuous and sustained performance improvement of the Company is the shared goal of the parties to this Agreement.

The objectives of having and maintaining an Enterprise Agreement is to;

- \* acknowledge that we all spend a lot of time at work and that it should be time well spent, not only should it be personally satisfying and enjoyable but acknowledge that individual performance can influence overall business performance. The parties agree that customer satisfaction and retention is paramount to enterprise success, and to
- \* appreciate that individual recognition and reward is closely tied to team and business success which comes through the hard work and the performance of all employees and the quality of the products and services supplied to customers. The parties agree that all employees have an obligation and responsibility to fulfil their position of employment to the best of their ability and in support of the rest of the team, and to
- \* achieve real improvements in the standard of living of all employees by working together and looking for better ways to improve individual and team performance and productivity that will flow through to improvements in overall business performance. The parties agree that only through maintaining a reputation for excellent products and services would the Company gain continuity of work for employees, enabling the Company to retain and also add new customers and so support job security and any agreed future wage increases.

## 5. COMMENCEMENT DATE AND PERIOD OF OPERATION

This Agreement shall take effect from the beginning of the first pay period commencing after the date of approval by the Fair Work Commission (FWC). The nominal expiry date of the Agreement will be 3 years from the date of approval by the FWC or the 20<sup>th</sup> August 2027, whichever is the later.

## 6. DEFINITIONS

“All purpose payments” means an amount which is deemed part of the employee’s rate of remuneration for the purpose of calculating the quantum of penalty payments or loadings.

“Annualised salary”, means a salary set by contract as incorporating remuneration for reasonable additional hours, penalties and loadings.

“Award” means an award of the Fair Work Commission.

“Award free” or “Non-award” refers to an employee who is not covered by an award providing for penalty payments or loadings.

## 7. PRODUCTIVITY MEASURES

The parties agree through consultation to implement the following:

### 7.1. Re-deployment

The parties agree that to ensure the viability of the Company's operations and to enhance the job security of all, employees will perform such duties as are required. Provided those duties are within the employees level of competency, knowledge and skill and that the health and safety of the employees is not compromised.

No employee who carries out the duties of a lower classification level shall have his/her wage rate reduced as a result of performing such duties unless the worker initiates it. It is further agreed that this clause shall not be used to promote the de-skilling of any employee.

### 7.2. Quality

The parties acknowledge the need to be nationally and internationally competitive and are committed to the adoption by all employees of agreed procedures which will ensure the production of quality products and services to ISO 9000/9001.

The parties are committed to the principle of everyone taking ownership and accountability for the quality of their work.

It is agreed that the customer is our most valuable asset who requires quality products, delivered in full and on time at nationally and internationally competitive costs.

### 7.3. Productivity Indicators

The parties agree to focus on a regime of continuous improvement and to develop, test, monitor, evaluate and apply in the workplace realistic performance indicators on such issues as time keeping, in full and on time delivery, quality, productivity improvements, waste reduction and customer service.

### 7.4. Innovation

The parties agree that to succeed in business we need to be innovative and introduce ways to capture employee's ideas. Areas and topics like improved work practices, process improvements, new technology, health & safety, employee relations, efficient use of resources, all should be addressed as opportunities for the future proofing of the business, maintaining a competitive advantage and job security.

## 8. FLEXIBILITY ARRANGEMENTS

The model flexibility provision under the Fair Work Act Regulations 2009 (Schedule 2.2) shall apply.

### **Schedule 2.2 – Model flexibility term** (regulation 2.08)

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

- 4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 5) The employer or employee may terminate the individual flexibility arrangement:
  - a) by giving no more than 28 days written notice to the other party to the arrangement; or
  - b) if the employer and employee agree in writing – at any time.

## **9. CATEGORIES OF EMPLOYMENT**

### **9.1. Weekly Employees**

Employees (other than casual or temporary employees) shall be deemed to be employed by the week. An employee working the number of hours (not exceeding 38) prescribed by the Company as a full week's work shall be paid the full weekly wage in this agreement, except part-time employees (clause 9.3), who shall be paid in accordance with this clause.

### **9.2. Employees on Annualised Salary**

- a) Employees may be engaged on annualised salaries (as defined, Clause 6) by agreement which indicates whether the employee's position is Award covered or Award-free.
- b) The Company will act to ensure that any Award covered employees paid an annualised salary in accordance with Clause 9.2 of the agreement, will be "better off overall" when compared with what they would have been paid under the relevant Award if not on an annualised salary.

### **9.3. Part-time Employees**

- a) An employee may be employed to work ordinary hours (less than 38 per week) on a part-time basis and be paid for ordinary hours worked at the rate of 1/38<sup>th</sup> of the weekly rate prescribed for the class of work performed.
- b) All other conditions of the Agreement shall apply on a pro-rata basis.
- c) Before commencing part-time employment, the employee and employer must agree in writing; on
  - (i) the hours to be worked by the employee, the days on which they will be worked and the commencing and finishing times for the work; and
  - (ii) the classification applying to the work performed.
- d) The terms of the agreement in clause 17.3 (Hours of Work) may be varied by consent in writing.
- e) The agreement under this clause or any variation to it must be retained by the employer and a copy provided to the employee.

#### 9.4. Casual Employees

- a) A casual employee is one engaged under an offer of employment made by the employer to the person on the basis that the employer makes no firm advance commitment to continue and indefinite work according to an agreed pattern of work for the person and the employee accepts that offer. A casual employee shall be entitled to all of the applicable rates and conditions of employment prescribed by this Agreement and under the National Employment Standards (NES), including:
  - Access to a pathway to become a permanent employee
  - 2 days unpaid carer's leave per occasion
  - 2 days unpaid compassionate leave per occasion
  - Paid family and domestic violence leave (Clause 33)
- b) Casual employees can request flexible work arrangements (Clause 8) and take unpaid parental leave if:
  - they have been employed by the Company as a casual employee on a regular and systematic basis over at least a 12-month period
  - and they reasonably expect to continue being employed by the Company on a regular and systematic basis.
- c) A casual employee shall be paid per hour at the appropriate hourly rate (being the rate of 1/38<sup>th</sup> of the weekly rate prescribed for the classification of work performed), plus 25%. The loadings will be deemed part of the appropriate hourly rate except for the purpose of calculating penalties for overtime, shift work, weekends and public holidays.
- d) On each occasion a casual employee is required to attend work, the employee shall be entitled to payment for a minimum of 4 hour's work.

### 10. APPRAISAL SYSTEM AND WAGE REVIEWS

#### 10.1. Performance Appraisals

- a) The parties agree that having a performance appraisal process allows employees recognition and the opportunity to meet with their managers and discuss their performance and achievements and also set objectives for the next review period. All parties agree to actively participate in the appraisal process.
- b) Employee performance appraisals are to be undertaken every 6 months as a minimum (approx. mid-year June/July and end-year December/January). However, employee appraisals can be undertaken at any time where individual performance may warrant review.

#### 10.2. Wage Increases

- a) Wage reviews for all employees will be undertaken at the end of each financial year and will follow the performance appraisal process.
- b) The following schedule of fixed percentage wage increases will apply to employee base rates of pay from the first full pay period on or after the following dates:

<b>Year 1 -</b>	Date of approval of the 'Agreement' by FWC	-	<b>3.5%</b> (backdated to 1 <sup>st</sup> July 2024)
<b>Year 2 -</b>	1 <sup>st</sup> July 2025	-	<b>3.5%</b>
<b>Year 3 -</b>	1 <sup>st</sup> July 2026	-	<b>3.0%</b>

- c) The above wage increases will not apply to new employees employed less than 12 months as at the scheduled dates each year to give time for the completion of their probationary period and the implementation of their individual appraisal process (Clause 10.1).

Application of a future wage increase for a new employee, will be 12 months from date of employment or as scheduled at Clause 10.2.b), whichever is the later.

- d) All agreed wage adjustments will be confirmed in writing.

## 11. PAYMENT OF WAGES

- 11.1. Except where an employee has agreed otherwise, wages will be paid weekly and be available not later than the time of cessation of ordinary hours of work on Thursday of each working week. Provided that in any week in which a public holiday falls on a Thursday or a Friday mutually acceptable alternative arrangements shall be made.
- 11.2. Salaried employees (those paid monthly) will be paid on or about the 15<sup>th</sup> of every month provided that if the 15<sup>th</sup> falls on a weekend or public holiday payment will be made on the first business day prior.
- 11.3. All wages will be paid by electronic funds transfer (EFT) in up to two accounts of the employee's choice.
- 11.4. For employees paid monthly (12 times per year) and to recognise the efficiency in administration to those employees, 1 additional paid leave day will be provided (not subject to leave loading), at the end of each year (taken as the first day of leave) and only after the first full calendar year of employment.

## 12. RELATIONSHIP TO AWARDS

This agreement incorporates the terms of the following awards ("the Awards"), to the extent each would apply but for this Agreement, provided that where there is inconsistency between the terms of an award incorporated by this provision and another provision of this agreement, the latter shall prevail.

### AWARDS:

Clerks – Private Sector Award 2020 (CPSA)  
 Joinery and Building Trades Award 2020 (JBTA)  
 Manufacturing and Associated Industries and Occupations Award 2020 (MAIOA)

## 13. WORKPLACE DELEGATES' RIGHTS

Workplace Delegates' Rights will be in accordance with the Awards

A Workplace Delegate may represent the industrial interests of eligible employees who wish to be represented by a Workplace Delegate



## 14. CLASSIFICATIONS AND WAGES

14.1. Each employee will be classified according to the following structure and paid according to the position performed by the employee from time to time. No employee shall be paid less than the relevant Award grade or level identified in the table below plus any relevant all-purpose payments as applicable to the position.

<u>GROUP</u>	<u>POSITION</u>	Relevant Modern Award	Comparable Award Level	Base Rate (Current) \$per/hr Ord. Hours	Non-Award 1/07/2024 Base Rate \$per/hr
<b>Finance &amp; Administration</b>	Accounts Receivable / Payable	CPSA	5	\$34.50	-
	Administration Assistant	CPSA	4	\$33.14	-
<b>Technical Services &amp; Engineering</b>	Design Draftsperson	MAIOA	C4	\$35.89	-
	Setout / Production Planner	JBTA	7	\$31.76	-
	Setout / Production Co-ordinator	JBTA	7	\$33.20	-
	Setout / Design Draftsperson	MAIOA	C5	\$34.96	-
	Senior Design Draftsperson	MAIOA	C3	\$37.77	-
	Engineer / Industrial Design	MAIOA	C3	\$37.77	-
<b>Manufacturing, Supply &amp; Distribution</b>	Production Supervisor	JBTA	7	\$39.49	-
	Warehouse Supervisor	JBTA	7	\$39.49	-
	Purchasing Officer	MAIOA	C4	\$35.89	-
	Production Administration	CPSA	4	\$33.14	-
	<u>Team Leader / Leading Hand –</u>				
	Cabinet Maker	JBTA	7	\$33.20	-
	Machinist	JBTA	6	\$32.22	-
	Warehousing	JBTA	5	\$31.25	-
	<u>Trades &amp; Direct Labour -</u>				
	Cabinet Maker	JBTA	6	\$30.82	-
	Machinist (CNC)	JBTA	5	\$29.89	-
	Assembler 'A'	JBTA	4	\$28.38	-
	Assembler 'B'	JBTA	3	\$27.48	-
	General Hand	JBTA	4	\$28.38	-
Apprentices	JBTA	Refer	Award	-	
<b>Client Services &amp; Project Management</b>	Project Manager / Key Accounts	'Award Free'	N/A	-	\$49.00
	Project Manager	'Award Free'	N/A	-	\$46.00
	Project Supervisor	'Award Free'	N/A	-	\$43.00
	Project Co-ordinator	'Award Free'	N/A	-	\$39.00
	Estimator	'Award Free'	N/A	-	\$41.00
	Contracts Administrator	'Award Free'	N/A	-	\$40.00
	Project Administration	CPSA	4	\$33.14	-

14.2. No employee shall suffer a reduction in his or her current ordinary time pay rate (excluding current allowances) as a result of the implementation of this agreement.

14.3. Employees who but for this Agreement would be covered by the Relevant Awards at Clause 12, will be paid the appropriate classification minimum base rate as prescribed by the Awards plus 10% and adjusted in line with the relevant Awards each year from the same date as shown in the attached schedule at Clause 14.1.

14.4. Development Program:

Subject to the Fair Work Act, where an employee has been appointed to a position under a development program to acquire the necessary skills for the position, the employee may be paid at the following percentages of the position in the first twelve months:

First 6 months	-	not less than 80%
After 6 months	-	not less than 90%

14.5. Additional benefits:

Nothing in this agreement will preclude the Company making additional payments or other benefits to individual employees whether based on performance or other criteria and on such conditions as it sees fit.

## 15. TOOL ALLOWANCE

Where employees in the following classifications under the Joinery and Building Trades Award 2020 actually supply the required tools, the quantified tool allowance will be paid each week and adjusted in line with the relevant Award updates each year:

<b>Classification</b>	<b>Rate</b>
Cabinet Maker	\$38.67 (July 2024)
Assembler 'A'	\$11.55 (July 2024)

## 16. MEAL ALLOWANCE

An employee entitled to payment for overtime who is required to work overtime for at least one and a half hours after working ordinary hours shall be paid an allowance to meet the cost of a meal except where a meal is provided by the Company.

The quantum of the allowance shall be in accordance with the Joinery and Building Trades Award 2020 (currently \$18.51) and adjusted in line with the relevant Award updates each year.

The allowance shall not apply for all purposes of this agreement.

## 17. FIRST AID ALLOWANCE

An employee who is a qualified first aid person and is appointed by the Company to carry out first aid duties in addition to their usual duties shall be paid an additional amount in accordance with the Joinery and Building Trades Award 2020 (currently \$20.54 per week) and adjusted in line with the relevant Award updates each year.

This allowance shall not apply for all purposes of this agreement

## **18. HOURS OF WORK**

- 18.1. The ordinary hours of work for a full-time employee shall be 38 per week to be worked Monday to Friday.
- 18.2. To allow for the more flexible use of workforce and equipment over the available daylight hours, the ordinary daily hours may be worked between the hours of 6 a.m. and 7 p.m.
- 18.3. Employees on annualised salaries will work such reasonable additional hours as are necessary to complete jobs in hand, without additional remuneration.

## **19. BREAKS**

- 19.1. Meal Break  
Employees shall be entitled to a meal break on each day of not less than 30 minutes nor more than 1 hour to be taken no less than 4 hours and no later than 6 hours after commencement of work.
- 19.2. Rest Periods  
Employees shall be allowed a rest period of 10 minutes before and after the normal meal period without deduction of pay.

## **20. WASH UP TIME**

In the interests of health and safety, employees are entitled to cease work to wash up 3 minutes prior to meal breaks.

## **21. FLEXIBLE WORKING TIME**

- 21.1. Employees engaged in production, warehousing and administration (other than employees on annualised salary) shall be entitled to participate in a flexible working time arrangement which permits the accrual of additional working time and the taking of that accrued time in accordance with a roster.
- 21.2. The accrual will be limited to 24 minutes per 8 hour working day for 19 days in a work cycle of 20 working days entitling the employee to not attend for work on a working day without loss of ordinary pay.
- 21.3. That day of non-attendance shall be in accordance with a roster prepared by the Company.
- 21.4. The roster will allocate the day of non-attendance on a Monday or a Friday so as to ensure that on any one working day at least 80% of participating employees are rostered to work.
- 21.5. The roster will be so arranged as far as reasonably practicable to ensure equity to participating employees.

21.6. The working of additional time in accordance with this clause will not be overtime for the purpose of clause 22.

## **22. OVERTIME**

22.1. Subject to 22.2 and 22.3 the Award provisions shall apply which in summary provide:

- a) All time worked beyond the ordinary time of work, paid for at the rate of one and a half times ordinary rate for the first 2 hours thereof and at double time thereafter.
- b) Minimum of 3 hours work for recall except where it is customary for an employee to return to the Company's premises to perform a specific job.
- c) No apprentice under the age of 18 years of age shall be required to work overtime or shift work unless the employee so desires.
- d) A crib time of 20 minutes in duration immediately after such ceasing work if overtime of 2 hours.
- e) A break of 10 hours between end of overtime and next start or penalty rates till the break is allowed.
- f) Requirement for employees to work reasonable additional hours of overtime.

22.2. Award free employees:

In lieu of the above provisions, where an award free employee is requested and authorised to work additional hours outside the spread of ordinary hours or on weekends or at other agreed times, the employee shall be entitled to equivalent time off at a time agreed with his or her Manager within 2 weeks or will be paid for such additional hours at single time.

22.3. Employees on annualised salary:

In lieu of the above provisions, where an employee on annualised salary works in excess of or outside ordinary hours any entitlement to penalties, loadings and allowances may be offset by that part of his or her salary for the relevant period which is in excess of the award rate for that period.

## **23. WEEKEND WORK**

23.1. The Award provisions shall apply which in summary provide:

- a) Overtime worked on Saturdays shall be paid for at the rate of time and a half for the first two hours and double time thereafter, provided that all overtime worked after 12 noon on Saturday shall be paid for at the rate of double time.
- b) All time worked on Sundays shall be paid for at the rate of double time.
- c) An employee required to work overtime on a Saturday or on a Sunday shall be paid for at least 3 hours work on a Saturday or for 4 hours work on a Sunday.

- d) On Saturday or Sunday employees shall be allowed, without deduction of pay, a rest period of 10 minutes.
- e) On a Saturday or Sunday employees shall be allowed a paid crib time of 20 minutes after 4 hours work, at the ordinary rate of pay.

23.2. In lieu of the above provisions, the provisions of clauses 22.2 and 22.3 respectively apply to award-free employees and employees on annualised salaries.

## **24. EMPLOYEE RIGHT TO DISCONNECT**

The provisions of the Fair Work Act shall apply.

24.1. An employee may refuse to monitor, read or respond to contact, or attempted contact, from the Company or a third party if the contact or attempted contact relates to their work and is outside of the employee's working hours unless the refusal is unreasonable.

24.2. Matters that may be taken into account in determining whether a refusal is unreasonable:

- a) the reason for the contact or attempted contact;
- b) how the contact or attempted contact is made and the level of disruption the contact or attempted contact causes the employee;
- c) the extent to which the employee is compensated:
  - (i) to remain available to perform work during the period in which the contact or attempted contact is made; or
  - (ii) for working additional hours outside of the employee's ordinary hours of work;
- d) the nature of the employee's role and the employee's level of responsibility;
- e) the employee's personal circumstances (including family or caring responsibilities).

## **25. PUBLIC HOLIDAYS AND HOLIDAY WORK**

The provisions of the Fair Work Act shall apply

25.1. By agreement between the employer and the majority of employees in the enterprise or part of the enterprise concerned, an alternative day may be taken as the public holiday instead of any of the prescribed days.

25.2. An employee may refuse the request if:

- a) the request is not reasonable; or
- b) the refusal is reasonable.

## **26. ANNUAL LEAVE**

The provisions of the Fair Work Act shall apply subject to the following:

### **26.1. Annual Leave Loading**

In addition to ordinary pay for annual leave, an employee shall receive a loading of 17½% calculated on the ordinary rate of pay for the period of leave. The loading will not apply where it has been incorporated in an annualised salary. The loading prescribed above shall also apply to proportionate leave on lawful termination.

26.2. Payment out

By agreement with the Company an employee may be paid out in lieu of taking up to 2 weeks of their annual leave entitlement in any one year, subject to a residual of 4 weeks.

**27. PERSONAL LEAVE**

Subject to the following, the terms of the Fair Work Act shall apply:

- 27.1. The parties agree that Personal Leave is intended to ensure that employees are appropriately covered in the unfortunate event of a genuine, qualifying, personal illness or injury, or need to provide care, resulting in unplanned absence(s) from work and is not to be abused.
- 27.2. Employees absent for reasons of personal illness or injury or need to provide care shall as far as practicable inform their relevant Manager by phone of their inability to attend for duty by 9.00am on the first day of such absence and shall state the estimated duration of the absence.
- 27.3. All such absences and requests for leave shall be supported by the completion of a Leave Form and the provision of a medical certificate or other approved supporting documentation as applicable.

**28. RETURN TO WORK (RTW)**

- 28.1. The Company is committed to encouraging the return to work of injured employees in accordance with the Accident Compensation Act.
- 28.2. Where an employee is in receipt of accident compensation payments in respect of a workplace injury, the Company may at its absolute discretion and for such period as it sees fit, make up the pay to the employee's ordinary rate.

**29. CARER'S LEAVE**

The provisions of the Fair Work Act shall apply – 2 days unpaid leave per permissible occasion (if no paid personal leave is left).

**30. COMPASSIONATE LEAVE**

The provisions of the Fair Work Act shall apply – Compassionate Leave is separate from Personal Leave. An employee is entitled to 2 days paid leave per permissible occasion.

Employees must provide the Company sufficient notice as soon as practicable, and appropriate supporting evidence for each occasion.

### **31. PARENTAL LEAVE**

The provisions of the Fair Work Act shall apply – 12 months unpaid leave – can extend up to 24 months with the Company's agreement.

### **32. COMMUNITY SERVICE LEAVE**

The provisions of the Fair Work Act shall apply – Unpaid leave to engage in eligible Community Service. 10 days paid leave with make-up pay plus unpaid leave as required for Jury Service.

### **33. FAMILY AND DOMESTIC VIOLENCE LEAVE**

The provisions of the Fair Work Act shall apply – (10 days paid leave per 12 months)

This will be treated as time worked for processing and employee confidentiality purposes. Appropriate supporting evidence will need to be provided for each occasion.

### **34. SUPERANNUATION**

- 34.1. Superannuation shall be paid in accordance with the Superannuation Guarantee Administration Act 1992 (Cth) (SGAA). The Company's default fund will be First Super.
- 34.2. The level of contributions paid on behalf of each employee will be the Superannuation Guarantee Rate (as prescribed under the SGAA, in force from time to time) applied to Ordinary Time Earnings (OTE).
- 34.3. In recognition of employee support to this Agreement, the company will adjust superannuation payments for all employees, to be held at 1% above the government superannuation guarantee (currently at 11.5% - July 2024), for the life of this agreement.
- 34.4. All superannuation contributions will be paid monthly. The Company acknowledges that it will comply to changes to legislation that occur in the future whereby the timing, by which contributions are required to be paid by the employer may change.
- 34.5. **Additional Voluntary Salary Sacrifice into Superannuation**
  - a) The Company will allow all employees to make additional contributions to their nominated superannuation fund by way of genuine salary sacrifice from their pre-tax earnings.
  - b) Where an employee wishes to have their wages, salary sacrificed for additional superannuation, the Company will comply with the employee's request without unreasonable delay.
  - c) Employees electing to make salary sacrifice payments to their superannuation fund will sign the Salary Sacrifice Agreement when making arrangements with the Company for salary sacrifice.
  - d) This clause will not impinge on any Company provided benefits.

- e) Any future wage, salary increases, accrual or entitlements including the Superannuation Guarantee will be based on gross rates of pay.
- f) All entitlements and benefits contained in this Agreement will be calculated on the pre-salary sacrifice rate of pay.
- g) To avoid doubt, any salary sacrifice arrangement will not result in an increase to an employee's overall entitlements above what they would have received prior to that arrangement.

### **35. LONG SERVICE LEAVE**

- 35.1. Subject to clause 35.3, long service leave for all employees will be in accordance with the Victorian Long Service Leave Act 2018 (excluding section 5; i.e. employees to whom this Act does not apply).
- 35.2. Where an employee has been a participant in a portable scheme and becomes entitled to a period of leave, the liability of the Company will be limited to payment for such part (if any) of the period of leave not funded by the portable scheme.
- 35.3. For the avoidance of doubt:
  - a) the entitlement to take long service leave and be paid long service leave for all employees will be in accordance with Part 2 of the Victorian Long Service Leave Act 2018 (excluding Part 1 – section 5);
  - b) to be fair to all employees, the Company will not make contributions in relation to any of its employees, into the construction industry long service leave fund (commonly called Co-Invest);
  - c) notwithstanding any provision in the Construction Industry Long Service Leave Act 1997 (Vic), any and all obligations of the Company specified in or arising from that Act (as varied or replaced from time to time) are specifically excluded; and
  - d) in relation to employees for whom contributions have previously been made into the construction industry long service leave fund (commonly called Co-Invest) nothing in this clause 35 removes their entitlement to claim or be paid benefits from that fund.

### **36. PROTECTIVE CLOTHING AND SAFETY FOOTWEAR**

- 36.1. Consistent with current practice, protective clothing and safety footwear will be issued to relevant employees on a fair wear and tear basis.
- 36.2. The Company will not issue new employees with any replacement protective clothing and safety footwear until after they have been in the Company's employ for a minimum of one month and consistent with Clause 36.1 above.
- 36.3. Employees are required to wear the Company provided clothing and to present in a tidy manner, so as to display a professional company image.
- 36.4. Where an employee wishes to provide their own approved safety work boots, the Company will reimburse the employee to a maximum value of \$140.00.



### **37. COMPENSATION FOR LOSS OF TOOLS**

- 37.1. The Joinery and Building Trades Award 2020 shall apply to relevant employees to a maximum of \$2,242 and subject to the conditions of the Award provision.
- 37.2. The Company may choose to replace the lost tools with tools of equal quality in lieu of payment.

### **38. WORKPLACE HEALTH AND SAFETY (WHS)**

- 38.1. Employees accept that consistent with their obligations under legislation and their contract of employment:
- \* they are to observe all safety measures introduced by the Company;
  - \* refusal or failure will be regarded as serious misconduct and may result in termination.
- 38.2. The Company encourages employee participation in the WHS Committee and agrees that such participation will be deemed time worked.

### **39. INCLEMENT WEATHER**

The parties acknowledge that we live in an environment that can have climate extremes and as such undertaking work whilst exposed to periods of inclement weather requires the potential health and safety risks or hazards be clearly identified and controlled.

The company has a workplace health and safety management system in place and inclement weather like all potential workplace hazards needs to have appropriate systems of work put in place to manage such occurrences.

It is agreed by the parties that inclement weather, as for all workplace health and safety issues, is not to be used to reduce productivity but to develop solutions and implement better work practices and systems that make for a safer working environment for all employees.

#### **39.1. Working with higher-than-normal temperatures**

In the lead-up to periods of forecast high temperature, where the inside temperature of non-air-conditioned premises is likely to exceed 35 degrees Celsius, the company in consultation with all employees (including Health & Safety Representatives and affected Workgroups) will undertake and/or initiate one or more of the following options:

- a) Provide a system of monitoring the temperature at only one single location holding the majority of affected employees (currently 45 Kitchen Road) and deem it to be applied to all the company's operations at 41-47 Kitchen Road.
- b) Provide genuine consideration and a systems approach to Health and Safety. As soon as reasonably practicable investigate ways to mitigate heat in the workplace. If mitigating heat in the workplace has not been achievable, alter the usual spread of hours in advance to avoid the need to cease work due to temperature.

- c) Relocate to other premises covered by the agreement where the temperature is lower than 35 degrees Celsius and work is available within the employee's abilities, including the provision of training.
- d) If the Company has been unable to relocate employees or otherwise mitigate the heat (as above), employees shall be entitled to cease work without deduction of pay. However, employees shall remain on standby for 15 minutes and will return to work if following consultation with affected employees, that due to improvements in the prevailing conditions, employees may be instructed to return to normal work practices.
- e) Employees who wish to do so can continue to work, with a 5-minute break in every 30 minutes being provided without loss of pay. The Company and employees will continue to monitor conditions and the Company, in consultation with employees may alter work practices including adjusting breaks to suit the conditions.

#### 40. CONSULTATION

The model consultation provision under the Fair Work Regulations 2009 (Schedule 2.3) shall apply.

##### **Schedule 2.3 – Model consultation term** (regulation 2.09)

- 1) This term applies if the employer:
  - a) has made a definite decision to introduce a major change to production, program, 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 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) subclause 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).

#### 41. STAND DOWN OF EMPLOYEES

The Company may deduct payment for any day or part thereof upon which an employee cannot be usefully employed because of any strike or because of any stoppage of work for any cause, including breakdown of machinery or failure or lack of power, for which cause the Company is not reasonably responsible.

#### 42. TERMINATION OF EMPLOYMENT

42.1. Employees to be dismissed shall receive the following notice provision or payment in lieu thereof.

<u>Period of Continuous Service</u>	<u>Period of Notice</u>
1 year or less	1 week
1 year and up to the completion of 3 years	2 weeks
3 years and up to completion of 5 years	3 weeks
5 years and over	4 weeks

42.2. In addition to the period referred to above, an employee over 45 years of age at the time of giving of the notice, with not less than 2 years continuous service shall be entitled to an additional 1 weeks' notice. Provided that this requirement for notice shall not apply to an employee dismissed for serious misconduct.

42.3. Employees (other than casuals) resigning from employment must provide a minimum of 2 weeks' notice to the employer provided that those on an annualised salary shall provide a minimum of four 4 weeks' notice.

42.4. If an employee fails to give the required notice the employer may withhold from any monies due to the employee on termination, an amount not exceeding the amount the employee would have been paid under this agreement, in respect of the period of notice required by this clause, less any period of notice actually given by the employee.

#### 42.5. Job search entitlement

Where an employer has given notice of termination to an employee, an employee must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with the employer.

### 43. REDUNDANCY

#### 43.1. Discussions before termination

- a) Where the Company has made a definite decision that the Company no longer wishes the job the employee has been doing, done by anyone and this is not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment, the Company shall hold discussions with employees directly affected.
- b) The discussions shall take place as soon as is practicable after the Company has made a definite decision to institute redundancies and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations of the employees concerned.
- c) For the purpose of the discussion, the Company shall, as soon as practicable, provide to the employees concerned, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number of categories of employees likely to be affected and the period over which the terminations are likely to be carried out. Provided that the Company shall not be required to disclose confidential information

#### 43.2. Transfer to lower paid duties

Where an employee is transferred to lower paid duties for reasons of redundancy the employee shall be entitled to the same period of notice of transfer as he or she would have been entitled to if his or her employment had been terminated or the Company may make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rates for the number of weeks of notice owing.

#### 43.3. Exclusions

- a) Employees who have been engaged on a temporary, casual or short-term basis and have been advised of such arrangement at the time of employment will not come under the terms of this provision,
- b) nor will the provision apply to employees who are dismissed for reasons other than redundancy or,
- c) those employees who terminate of their own accord.

43.4. Leaving to take up alternative employment

Any employee who finds an alternative position during the Notice of Termination period may, with the consent of the Company, terminate his or her employment prior to the expiry of the period of notice, without forfeiting the entitlement to Redundancy compensation. The Company's consent in such circumstances will not be unreasonably withheld.

43.5. Selection

The Company's need to maintain an efficient workforce and operation must be taken into consideration in the selection and classification of employee(s) to be made Redundant.

43.6. Notice

- a) The same notice shall apply as for termination of employment
- b) Employee(s) under Notice of Termination due to Redundancy shall be allowed reasonable time off for employment interviews subject to production of proof of interview, to a maximum total of 16 hours without loss of pay.

43.7. Statement & Certificate of Service

- a) Employee shall receive an itemised statement of all payments due within 7 days of receiving Notice of Termination.
- b) A Certificate of Service shall be made available to a redundant employee upon request.

43.8. Table of Severance Payments

<u>Years of continuous service</u>	<u>Entitlements</u>
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 10 years	2 weeks per year of service
At least 10 years and over	3 weeks per year of service
	17½% loading on due annual leave (as applicable)

43.9. Severance Payment Provisos

- a) "Week's Pay" means an employee's normal rate of pay for an ordinary weeks' work at the time of Notice of Termination.


- b) An employee shall receive a maximum severance payment of 27 weeks.
- c) For the purpose of calculating the entitlement for a part year (other than the first year), the calculation shall be made on a pro-rata basis.

#### **44. SETTLEMENT OF DISPUTES**

Any dispute arising out of this agreement or the application of the National Employment Standards by any employee bound by the provisions of this agreement shall be settled in the following manner:

- 44.1. Where any claim, dispute or grievance arises at any place of work the aggrieved employee and their nominated representative shall raise the matter with their immediate supervisor
- 44.2. If the matter is unresolved, it may be taken up by the employee, their nominated representative or the supervisor with the relevant manager
- 44.3. If the matter remains unresolved it should then be referred to the General Manager for resolution.
- 44.4. In the event the matter remains unresolved it shall be referred to Fair Work Commission for conciliation and if required arbitration.
- 44.5. The parties grant the Commission such powers as are necessary to effectively resolve the dispute
- 44.6. Without prejudicing either party as to final settlement, normal work should continue throughout the above procedures, save and except for issues of genuine safety.
- 44.7. The above procedures are established and agreed to between the parties in order to minimise the effects of disagreement and as a measure and commitment to this effect, without limiting the rights of either. The parties agree that when a dispute arises, the dispute should be resolved as quickly as possible with due consideration to the Company's customers.
- 44.8. The parties acknowledge that this agreement is designed to place maximum emphasis on the peaceful settlement of all disputes through consultation and negotiation.

SIGNATURE PAGE:

  
Darren Henderson  
General Manager

15/08/2024  
Date:


With the Authority of the Board of Directors of  
COMPLETE SHOPFITTERS PTY LTD 41-47 Kitchen Road Dandenong VIC 3175

  
Witness signature

15/8/2024  
Date:

IAN THOMAS  
Print Name

165 BOOVERIE ST CARLTON 3053  
Witness Address

  
Employee Bargaining Representative

15/8/24  
Date:

DARREN BERTANO  
Print Name

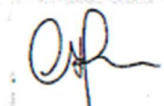
41/47 KITCHEN RD DANDENONG STH 3175  
Employee Bargaining Representative Address

  
Employee Bargaining Representative

15/8/24  
Date:

SHANE MCINERNEY  
Print Name

41-47 KITCHEN RD DANDENONG VIC 3175  
Employee Bargaining Representative Address

  
Steve Abboushi  
Victorian District Secretary

15/08/24  
Date:

With the Authority of the  
CFMEU - Manufacturing Division 165 Bouverie Street, Carlton VIC 3053

  
CLARRIE LOCK  
Witness name/ signature

15/08/2024

165 Bouverie Street Carlton VIC 3053  
Witness Address