

CONSTRUCTION GLAZING PTY LTD

ENTERPRISE AGREEMENT 2024

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CONSTRUCTION GLAZING PTY LTD

ENTERPRISE AGREEMENT 2024

PART I

1.1 Title

This Agreement will be known as the "**Construction Glazing Pty Ltd Enterprise Agreement 2024**".

1.2 Parties and Persons Bound

This agreement shall be binding upon **Construction Glazing Pty Ltd** (the Company) in respect of all its employees engaged in the Construction Glazing part of its business who work in the glass industry (employees), and upon the employees who are employed by the Company in the State of South Australia.

1.3 Preamble

A. Objectives:

The objectives of this agreement are to:-

- 1) Increase the efficiency, productivity and profitability of the Company by the effective utilisation of the skill and commitment of the Company's employees;
- 2) Improve the wages and conditions of employment for all employees;

B. Commitments:

The parties to this agreement are committed to ensuring that:-

- 1) The measures contained in this agreement lead to real gains in productivity;
- 2) The parties will endeavour to resolve all disputes via consultation utilising clause 1.8 Disputes Settlement Procedures of this Agreement.

1.4 Period of Operation

This Agreement shall remain in operation for a period of three (3) years from the first full pay period on or after date of signing.

1.5 Relationship to Parent Award & NES

This Agreement will operate in conjunction with the Joinery and Building Trades Award 2020. Where there is a conflict between this agreement and the award, the agreement shall prevail.

This agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is any inconsistency between this agreement and the NES, and the NES provides greater benefit, the NES provisions will apply to the extent of the inconsistency

1.6 Wage Rates

- (a) Adult employees shall be paid the minimum wage rate provided below for the relevant classification level. An employee shall not be transferred into a higher classification or in to an incremental level unless:-
 - (i) the employee has fulfilled the definitional requirements of the classification at the base (zero) level and necessary preceding incremental levels as prescribed in the award and meets the needs of the workplace.
 - (ii) The employee is available for work in any role within the Enterprise covered by the appropriate classification or utilising skills that the employee possesses.
 - (iii) The employee has complied with the training requirements as specified in the Training Plan including appropriate experience of duration not less than 152 hours. Provided that in the case where the skill requires an external certificate an employee will be classified into the level if they possess the certificate.
 - (iv) The employee is required to exercise the skill associated with the incremental level. Where appropriate work is continuously available employees shall have their tasks rotated to the Company's discretion. Where appropriate work is not available employees shall not be able to decline to have their classifications adjusted until a higher classification of work becomes available. Provided this is a minimum of 1 week. No employee shall have their classification lowered as a result of this clause. Any dispute arising from the interpretation shall be referred to the Dispute Settlement Procedure.
- (b)
 - (i) The rates of pay are as detailed in Appendix 1. The rates shown in the column headed "payable year 1" are payable from signing this agreement. The rates in the other columns are payable on the first full pay period on or after the 1st, 2nd and 3rd anniversaries of signing the agreement, as the case may be.
 - (ii) Providing that the employees are involved in the implementation and participation of the Agreement terms the subsequent increases will be paid on the dates detailed in Appendix 1.
- (c) The wage shown is paid for all purposes of the Award.
- (d) It is further agreed that there will be no double counting in respect of wages and the parties have agreed not to pursue any over award claims during the life of this agreement.

1.7 Single Bargaining Unit

The parties named in this agreement have negotiated the terms of this agreement within a single bargaining unit.

1.8 **Dispute Settlement Procedure**

A major objective of this Agreement is to reduce, by a significant and measurable amount, the incidence of lost time and/or production arising out of disputes or grievances. It is agreed that a relationship which is based on a commitment to close consultation and co-operation, and working through effective disputes prevention and settlement procedures, is the most effective way of achieving this objective.

Accordingly, it is agreed that the following procedures will be strictly adhered to at all times:

- (i) Any grievance or dispute arising out of the implementation or operation of the provisions of this Agreement or the National Employment Standards will in the first instance be referred by the employee(s) concerned or by a duly nominated representative of the employee(s) concerned, to the appropriate supervisor/ manager who will endeavour to resolve the issue by consultation and co-operation.
- (ii) Either party has the right to request another person to act on behalf of the party in relation to resolving the matter at the workplace level.
- (iii) Work will continue without interruption whilst the employee(s) or the employee(s) representative discusses the dispute with the Company and/or the Company's agent and both parties will attempt to reach agreement as quickly as possible.
- (iv) In the event the matter remains unsolved, the parties may agree to seek the assistance of an independent arbitrator who will mediate between disputing parties with the objective of reaching a mutually acceptable settlement.
- (v) Work will continue without interruption from industrial stoppages, bans and/or limitations.
- (vi) Failing a satisfactory settlement being achieved following the discussions outlined above, the dispute will be referred to the Fair Work Commission for conciliation and/or arbitration.
- (vii) Nothing in this Agreement will limit in any way employees' rights and responsibilities under the common law contract of employment and the Work Health and Safety 2012 (SA) to decline work in unsafe conditions.

1.9 **Company Consultative Committee**

The parties agree that a Consultative Committee shall continue as established. The rights and duties of Consultative Committees are outlined in Appendix 7 hereto.

1.10 **Individual Flexibility Agreements**

The model individual flexibility agreement from the Fair Work Act 2009 shall apply in relation to individual flexibility agreements.

1.11 **Workplace Consultation**

The model consultation provision of the Fair Work Act 2009 shall apply in relation to workplace consultation regarding major change.

1.12 **No Extra Claims**

All parties to this Agreement undertake to not pursue any extra claims during the life of this agreement.

PART II - INDUSTRY STANDARDS

2.1 Industry Standards

The following standards will be maintained:

- (i) Subject to superannuation guarantee legislation, the Construction and Building Unions Superannuation Scheme (C+BUS). The Company agrees to maintain payments equal to the Superannuation Guarantee Levy, for all current and future employees of the Company into the C+BUS fund.
- (ii) Portable Long Service Leave schemes.

PART III - VISION STATEMENT

Our **VISION** is that **CONSTRUCTION GLAZING** and the **CHEVRON GLASS GROUP** will be a competitive, professional and reliable business in the market; fair and caring to its employees; providing quality goods and services at the right time and price to an expanding Customer base.

Our **VISION** will be achieved when -

Our Employees say:

- We are treated with respect;
- We participate in achieving our goals and Company goals;
- We are multi-skilled and well paid;
- there is honesty and trust in the workplace;
- We have good equipment to work with;
- We are safe;
- We have security of employment;

Our Customers say:

- The Company delivers quality on time and attends promptly to our problems/needs;
- The Company has competitive pricing;
- The Company has friendly staff to deal with;
- The Company's staff has excellent trade knowledge;
- The Company adds value to our business.

Our Shareholders say:

- We have a good return on our investment.

Our Suppliers say:

- The Company adds value to our business;
- The Company is a preferred customer;
- We (Supplier and Construction) share success; e.g. - good practices and services.

Management says:

- Our jobs have been made easier;
- Company Objectives / Goals / Strategies are met;
- Teamwork is evident within and across departments;

PART IV - PRODUCTIVITY MEASURES

4.1 General Principles

- (a) Waste management is a key safety and efficiency issue. It is the primary responsibility of each employee to manage waste efficiently.
- (b) Individual employees will be encouraged to suggest solutions to problems through the Consultative Committee which shall examine means of promoting the problem solving objective.
- (c) It is agreed that key management personnel who adhere to Company safety procedures and have the relevant skill levels can assist factory employees where necessary.

4.2 Ten Fundamental Principles

Employees are required to adhere to the following principles:

- 1) Never late always on time.
- 2) Minimize unscheduled absences.
- 3) Must be on site and ready to start at nominated start time.
- 4) All tasks must be completed and cleaned up when task complete.
- 5) All materials and tools to be cared for and kept in a tidy condition.
- 6) Factories to be maintained in a clean and tidy condition at all times by all employees.
- 7) Customer Service requires all employees to respect customer requests at all times.
- 8) Long sleeves and long pants must be worn at all times.
- 9) Appropriate PPE as specified by site or task must be worn at all times.
- 10) All incidents must be reported same day.

These principles are in addition to employees' obligation to familiarise themselves with and abide by Company policies and procedures as varied from time to time.

4.3 Quality

The parties recognise that quality is a key efficiency issue. Therefore, the parties are committed to the following objective:- Employees and Management are committed to the ongoing review and Continuous Improvement of the Company's Quality System.

4.4 **Motor Vehicles**

It is agreed that motor vehicles will be cleaned inside and out (including tray) on at least a monthly basis by all drivers.

Drivers are responsible for securing all material and tools.

Drivers must comply with all Australian Road Rules and Council by-laws. Drivers must hold a valid, unrestricted license and any employee whose duties may include driving must promptly notify the Company of any loss of license or restriction placed on their license.

All employees will adhere to Company Motor Vehicle Policies which include but not limited to vehicle safety and maintenance, mobile phone usage and smoking.

4.5 **Tools**

The parties agree that all employees will carry tools necessary to carry out their ordinary tasks.

The Company will provide all mains powered electric tools, leads and power boxes certified to legal requirements. Employees will only use tagged electric tools and will take every care to prevent loss, damage or theft.

The Company will take out insurance for tools. The value of tools for insurance is limited to \$600.00. Tools will be insured while locked in trucks or site boxes. Any claim for replacement will be subject to Insurance Company's conditions with any applicable excess to the claim to be met by Construction Glazing Pty Ltd.

It is agreed that all employees will carry at least the minimum tool kit (as per Appendix 6), which will be maintained in good order and condition.

4.6 **Inclement Weather**

Refer to Appendix 4 for the "Heat Stress Policy."

4.7 **Heat Stress Policy**

Refer to Appendix 4 for the "Heat Stress Policy."

4.8 **Overtime/Callouts**

The parties agree that a system of sharing overtime will be developed and implemented by the Consultative Committee who shall take account of different skill levels and expertise.

It is further agreed that double time shall be paid for all hours between 8.00 p.m. and 6.00 a.m. For all other hours outside the span of ordinary hours, shift or penalty rates for working outside the span of ordinary hours provided for in the agreement will be as per the award.

4.9 **Notice of Overtime to be worked**

- (ii) No employee shall unreasonably decline to work overtime.
- (iii) Minimum of 4 hours a week if required (subject to consultation on family matters).

4.10 **Exact Minutes Commitment & Travelling Time**

An employee may be required to commence work directly on the job within an agreed area. This clause operates in lieu of an employee's entitlement to compensation for fares and travelling patterns.

This start time onsite may be used at the Company's option for travelling into adjacent outer areas directly to the job provided:-

- (i) That the job site is within a reasonable proximity of the employee's home otherwise will be rotated as work is available;
- (ii) That the employee is provided with a Company vehicle;
- (iii) That the time is not part of travelling to a genuine country job;
- (iv) Any time taken in excess will be negotiated prior to commencement of work.

Where practical, jobs will be allocated to the teams which live within the closest proximity to the job site.

When loading at the factory, work will commence at the factory. When working directly on site, an ordinary day's work includes eight (8) hours of site time. Accordingly, it is agreed that employees will be on site prior to the commencement of work and until the day's work is concluded. The normal work hours on site are 7.00 am start, 3.30 pm finish. These times may be varied to suit onsite requirements by mutual agreement (which must not be unreasonably withheld).

If travel time to site from the employee's home exceeds normal travel time from the employee's home to the factory then employees will be paid the extra time at ordinary rates of pay. This may change on a mutually agreed basis due to workload.

Breaks outlined in Clause 29 of the Award will not exceed the prescribed maximum. The parties are committed to maintaining flexibilities in this area.

4.11 **Clothing**

The parties have agreed that to promote the professional image of employees in regular contact with customers and the public, such employees shall have a uniform kit.

Employees shall be responsible for the laundering and ironing of uniforms on a day to day basis. Where uniform items become worn or damaged, they shall be replaced by the Company. No other items of clothing such as T-shirts, or multi-coloured sweaters are to be worn with the uniform.

Replacement of existing clothing (uniform) will be on a fair wear and tear basis.

4.12 **Safety Health & Welfare**

The parties agree that this is a critical item and that they will comply with Company's policy (as amended from time to time) and all instructions from factory and site Safety Committees and will actively take part in these committees and use every skill to avoid work accidents.

4.13 **Casual Employees**

Casuals may be employed on a project basis to overcome labour shortages created by a permanent employee taking

- Personal leave;
- Sporadic increase in workload determined by ECC and Management;
- Or when market conditions preclude the use of permanent employees.

Casuals may be employed on an ongoing basis.

4.14 **Annual Leave**

To allow greater flexibility in the taking of Annual Leave in accordance with the following provisions:-

- (i) Every year, Construction Glazing shuts down its operations over the Christmas close-down period with employees taking paid leave. During this time, you agree that if you do not have sufficient paid leave to cover all of this period, you agree to take leave without pay for the balance of the close-down period.
- (ii) with the agreement of both the employee and management, Annual Leave may be taken at any time within a twelve (12) month period of due date, with a maximum of four (4) weeks to be taken at any one time.
- (iii) The Company shall determine staffing requirements for the Christmas break. Employees who work over the Christmas break shall do so by agreement, provided that, should insufficient employees agree to work to meet the Company's requirements, the matter will be referred to the Consultative Committee.
- (iv) All annual leave must be taken within 12 months of being accrued.

4.15 Long Service Leave

All employees reaching 10 years service must take their full Long Service entitlement within 2 years of this anniversary date. All previous outstanding long service leave is to be taken in the first two (2) years of this agreement.

4.16 Leave of Absence

- (i) The parties agree to target absenteeism over the period of this Agreement. Management and the Consultative Committee will monitor progress towards this objective.
- (ii) Employees shall notify their Management Supervisor/Team Leader (or a Factory Management Representative), in person where possible, of an absence no later than 2 hours after normal start time, and as far as practicable advise the nature of injury/illness and estimated duration of absence.
- (iii) Personal (sick) leave, Carers leave and Compassionate Leave, as per the National Employment Standards and Company policy.
- (iv) An employee will be entitled to two single day absences per year without production of a doctor's certificate. For all other absences the employee must produce a doctor's certificate.

4.17 RDO Flexibility

New employees

The Company may by mutual agreement engage employees on terms and conditions of employment that

- (a) Include RDOs
- (b) Do not include RDOs
- (c) Provide for the averaging of ordinary hours

Where an RDO system is utilised,

- (a) The Company and its employees agree to interchange and banking of up to five RDO's by mutual agreement. No worker will be required to take RDO on a Tuesday, Wednesday, Thursday unless by mutual agreement.
- (b) The Company and its employees agree to interchange and banking of RDO's by mutual agreement.

Existing employees

Employees engaged as at 1 August 2016 are deemed to be engaged on the terms applying immediately prior to this agreement coming into operation.

Any change to these conditions must be by written agreement with the Company and the employee concerned.

4.18 **Spread of Hours**

Ordinary hours may be worked between

Day Shift: 6.00 am and 6.00 pm
Before 6.00am on a mutually agreed basis

4.19 **Classifications**

Classifications are listed in Appendix 3.

4.20 **Payment for Untaken Personal (Sick) Leave**

- (i) To the extent that any part of the first six days of accrued personal (sick) leave (not including any personal (sick) leave that may have accrued from any previous years of service) is not to be used in any one year of service by the employee, an equivalent payment will be made to the employee concerned at the time of taking annual leave, (including leave allowed before due date) which will be sufficient discharge of the Company's liability to the employee for personal (sick) leave payment for such period.
- (ii) If an employee under the provisions of this Clause is entitled to ten days paid personal (sick) leave in a year of service, no payment for sick leave not taken as such will be made in respect of the 7th, 8th, 9th and 10th days.
- (iii) Payment under this clause shall only apply if the balance of the employees personal leave entitlement is in excess of the protected amount of paid personal leave. The protected amount of paid personal leave for an employee is 3/52 of the number of nominal hours worked in a continuous period of 12 months. No payment shall be allowed which reduces an employee's entitlement below the protected amount of personal leave.
- (iv) Any election to receive payment under this clause must be made in writing by the employee to the Company prior to payment being made.

4.21 Grace Day

The Company shall grant each full time employee who was engaged as at 1 August 2016 one day of paid leave to be taken during the period, Christmas Day 25th December to New Year's Day 1st January. At the employee's request, this day may instead be taken on the first Monday in December.

4.22 MIL 36 Allowance

The Company shall grant each full time employee who was engaged as at 1 August 2016 and who remains employed on 1 September each year an allowance of \$500 (gross), to be paid in the next full pay period on or after 1 September. Employees acknowledge that they have no further claim for a 36 hour week.

4.23 Insurance Clause - 24 hour Income Protection

An employee may elect to salary sacrifice an amount per week in order to meet the full cost of an Income Protection Scheme (currently Coverforce Pty Ltd 24 hour).


The new rate is based on an agreed pre-disability gross weekly wage of \$985.00. The premium is \$19.11 per person per week on commencement of this Agreement. If this amount changes during the life of the Agreement, the employee's salary sacrifice amount will be adjusted accordingly. The agreed nominated salary protection amount is \$862.00 per week. The waiting period for this insurance has been set at 14 days for most absences.

The Company's liability for insurance is limited to payment of the premiums. Insurance cover not provided, or claims not accepted by the insurer, will not otherwise be payable by the Company.

Consultation with the employer and employees shall occur prior to any change in the insurance.


PART V – ENDORESEMENT OF THE AGREEMENT

(a) SIGNATORIES TO THE AGREEMENT


Signed for and on behalf
of Construction Glazing
Pty Ltd by its authorised
officer
Tim O'Sullivan
Print name

13 Tilly st
Mount Barker
SA 5251
(Address)
Position

14/10/24
(Date)


Signed for an on behalf
of employees

57 Georonga
DRIVE' CRAIGMORE
5114
(Address)
Position

14 10 2024
(Date)

Stephen more
Print name

Glazier
(position)

Appendix 1:

CONSTRUCTION GLAZING

GROSS WAGE RATES BY CLASSIFICATION

Each rate refers to the first full pay period on or after the applicable date.

RATES BELOW ARE GROSS WAGE RATES

	CURRENT		PAYABLE YEAR 1 AFTER SIGNING		PAYABLE YEAR 2 12 months		PAYABLE YEAR 3 24 months	
	HOURLY \$	WEEKLY \$	HOURLY \$	WEEKLY \$	HOURLY \$	WEEKLY \$	HOURLY \$	HOURLY \$
1.0	23.4600	891.48	25.2276	958.65	25.9314	985.39	26.6352	1012.14
2.1	26.8610	1020.72	28.8327	1095.64	29.6385	1126.26	30.4443	1156.88
3.1	27.6191	1049.53	29.6362	1126.18	30.4648	1157.66	31.2934	1189.15
4.1	28.9510	1100.14	31.0481	1179.83	31.9166	1212.83	32.7851	1245.83
5.1	30.2378	1149.04	32.4121	1231.66	33.3192	1266.13	34.2263	1300.60
6.1	30.7551	1168.69	32.9604	1252.50	33.8831	1287.56	34.8057	1322.62
7.1	31.9927	1215.72	34.2723	1302.35	35.2320	1338.82	36.1918	1375.29

existing EMPLOYEE allowances (employed as at 1 August 2016)

Construction Allowance
Silicon allowance
Laundry allowance

\$
60.00
6.60
6.95

Note: the above rates include the tool allowance and do not include the \$1.03 per hour industry allowance (which is payable as per the Award).

APPENDIX 2

REDUNDANCY FOR EMPLOYEES ENGAGED ON OR AFTER 1 AUGUST 2016

An employee engaged following the 1 August 2016 shall be paid notice and severance pay in accordance with the award and National Employment Standards.

REDUNDANCY FOR EMPLOYEES ENGAGED BEFORE 1 AUGUST 2016

The following provisions apply only to employees engaged before 1 August 2016.

5.0 REDUNDANCY

- 5.1 For the purpose of this agreement "redundancy" shall mean the loss of employment due to the employer no longer requiring the job the employee has been doing to be done by anyone, except where it is due to the ordinary and customary turnover of labour.
- 5.2 Termination of an employee on medical grounds does not fall within the definition of redundancy.
- 5.3 The provisions of this clause shall not apply to employees who are dismissed for reasons other than redundancy or employees who terminate employment of their own accord.
- 5.4 Employees with under twelve months service, or who are engaged on a temporary, casual or short term basis - and have been advised of such arrangement at the time of their employment - will not come under the terms of the redundancy provisions of this clause.
- 5.5 Prior to redundancy taking place, and as early as possible, the Company shall advise the employees who will be affected and their respective organisations.
- 5.6 If an employee is offered alternative work at the same location and there is no loss of continuity of service or of pay or conditions, the employee will not be deemed redundant, and the provisions of redundancy will not apply.
- 5.7 If any employee is offered and accepts similar work at another location within the Company or an associated Company and there is no loss of continuity or of pay or conditions, the employee will not be deemed redundant, and the provisions of redundancy will not apply. However, an employee who accepts employment at a different location may elect, within a one (1) month trial period, to leave that employment and receive the redundancy entitlements that would have been otherwise payable.
- 5.8 An employee who has been given notice of termination due to redundancy, and who finds an alternative position, may terminate his or her employment prior to the expiry of the notice period. In that case, the employee will forfeit the remaining notice and the outplacement service but will receive all other applicable redundancy entitlements outlined in the agreement.
- 5.9 The severance payment under this agreement shall not exceed the amount the employee would have earned if his or her employment had proceed until his or her agreed retirement date or date of eligibility for social security benefits on retirement from the workforce provided that the employee receives at least as much as they would be entitled to receive under the National Employment Standards.

- 5.10 The Company's need to maintain an efficient workforce and an efficient operation must be taken into consideration in the selection and classification of employees to be made redundant.
- 5.11 "Service" means continuous service in an unbroken period of employment up to the date of termination. Broken periods of service shall not be included.
- 5.12 "Weeks pay" means the employee's ordinary time rate of pay for a week of work at the time of notice of termination. Ordinary time rate of pay does not include overtime, site allowance, and travelling allowance or like payments that do not relate to ordinary time earnings.
- 5.13 Employees who have been given notice of termination due to redundancy shall be allowed reasonable time off without loss of pay to attend employment interviews, to a maximum total of 16 hours. Such leave will be subject to the employee providing proof of the interviews.
- 5.14 An employee who is made redundant shall, within seven (7) days of being given notice of termination, receive an itemised statement of all payments to be made. A certificate of service shall be issued to any redundant employee who requests one.
- 5.15 If an employee dies during the period of notice of termination due to redundancy, all the appropriate entitlements under this clause shall be paid directly to the employee's legal dependants.

5.16 **EXPLANATION OF REDUNDANCY PROVISIONS**

The following tables outline the redundancy entitlements applicable to relevant employees made redundant.

5.16.1 The following tables for Redundancy Entitlements will apply to employees.

(a) **Employee – more than one year and up to nine years continuous service.**

Entitlement

Notice of Termination

Period of Continuous Service	Period of Notice at full rate of pay
1 year of less	1 week
Over 1 year and up to 3 years	2 weeks
Over 3 years and up to 5 years	3 weeks
Over 5 years	4 weeks

In addition to the above notice employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service are entitled to an additional week's notice.

Severance Payment

Period of Continuous Service	Severance Pay at full rate of pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay*
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 5 years	8 weeks' pay
5 years and less than 6 years	10 weeks' pay
6 years and less than 7 years	12 weeks' pay
7 years and less than 8 years	14 weeks' pay
8 years and less than 9 years	16 weeks' pay
9 years and less than 10 years	18 weeks' pay

* A weeks' pay at the full rate of pay means the employee's ordinary time hourly rate of pay multiplied by the employee's ordinary hours of work for that week.

Sick Leave

Payment at the employee's ordinary time hourly rate of pay for all unused sick leave.

Annual Leave

Payment at the employee's ordinary time hourly rate of pay for all unused annual leave plus a loading of 17.5%.

Additional Payment

A lump sum severance payment of \$3,000.00

(b) Employee – more than 10 completed years of continuous service.

Entitlement

Notice of Termination

Same as for employees in Section 1.

Severance Payment

Payment of three week's pay for each year of completed continuous service at the employee's ordinary time hourly rate of pay with no cap on redundancy payments.

Sick Leave

Payment at the employee's ordinary time hourly rate of pay for all unused sick leave.

Annual Leave

Payment at the employee's ordinary time hourly rate of pay for all unused annual leave plus a loading of 17.5%.

Additional Payment

A lump sum severance payment of \$5,000.00

For the purposes of redundancy there will be no cap on maximum redundancy payments.

5.16.2 The Union will not pursue the \$40.00 per week Redundancy Entitlements as varied from time to time by the Trustees of the South Australian Building Industry Redundancy Scheme Trust.

5.17 EXPLANATION OF REDUNDANCY PROVISIONS

5.17.1 LONG SERVICE LEAVE

For the purpose of this Agreement statutory entitlements shall be deemed to include:

- (i) For employees who are assessed for leave entitlement under South Australian Long Service Leave Act 1967, 1972, 1987 (as varied), a pro-rata payment for Long Service Leave for redundant employee(s) after five (5) years continuous service with the same employer in lieu of the pro-rata rates prescribed in the Act.
- (ii) For employees who are entitled to the provision of Construction Industry Long Service Leave Act 1987 (or any predecessor) no pro-rata payments shall be included in the statutory entitlement for the purposes of this Agreement.

APPENDIX 3 – JOB CLASSIFICATIONS

JOB CLASSIFICATIONS ARE AS PER THE AWARD

Each level is deemed to include all facets of preceding levels.

Work description is general only and not intended to be limiting.

All employees must possess knowledge of Company OH&S policies and procedures.

NEW EMPLOYEE

New employees will be required to undergo a probationary induction training period under close supervision for a period of up to six months.

APPENDIX 4

HEAT STRESS POLICY

1. When the forecast temperature is expected to be 37°C and over, work will commence at 6.00 am. Commencements earlier than 6.00 am will be on a mutually agreed basis.
2. As the temperature rises above 32°C work may continue normally but employees and supervisors will take action to reduce heat discomfort and stress by controlling and regulating the workload.
3. Any employees who are not relocated prior to the temperature reaching 35°C and are not working in air-conditioned areas will continue to work under the conditions of clause 4, below.
4. If the temperature reaches 37°C during the morning. Employees will continue to work until mid-day. At 12 o'clock employees will be sent home without loss of pay. Employees in air-conditioned areas will continue to work as per normal.
5. a. Emergency work, contractual work and lock-up work may be processed and completed by employees in consultation with Management.

b. Where such work is undertaken after 12 noon and the temperature has exceeded 37°C then double time penalty rates will apply for the duration of the work.
6. Employees starting early will not be required to work unreasonable overtime during the hottest part of the afternoon.
7. Measure of current temperature will be given by the closest Bureau of Meteorology site to the work site as per the "Latest Weather Observations for The Adelaide Area" web page.
8. Employees may leave the site only after contacting Management on the day and with consent.
9. These provisions are to be exercised in a common-sense manner with a view to maximising productivity without exposing employees to undue risks to health and safety. Without limiting this objective, where work continues during inclement weather (such as when employees are working in air-conditioned areas), employees may be required to walk outside (such as to a truck), provided that it does not involve carrying large sheets of glass or is otherwise unreasonable.

The Construction Glazing heat stress policy is designed to emphasise that the prevention of Heat is a joint responsibility of both Management and Employees with due consideration to Customer requirements.

APPENDIX 5

MANUAL HANDLING GUIDE

As a guide, manual handling weight is assessed as follows:

FOR NORMAL STRAIGHT LIFTING:

TRADESMAN	30 kgs.
APPRENTICE	23 kgs.

These weights may be adjusted in accordance with a risk assessment.

APPENDIX 6

TOOL LIST

Tool Box

1 x Goose neck pliers

1 x Plate pliers

1 x Engineers pliers

1 x Pincers

1 x Brad hammer

1 x Claw hammer

1 x Nail punch

1 x Point driver

1 x Duster brush

1 x Silicone gun

1 x Oil cutter

1 x 3m Tape measure

1 x Stiff putty knife

1 x Hacking knife

1 x 6mm Chisel

1 x 32mm Chisel

1 x 100mm Screw driver

1 x 150mm Screw driver

1 x 100mm Phillips Screw driver

1 x 150mm Phillips Screw driver

1 x Vinyl roller

1 x Utility knife

1 x Jimmie chisel

COST

\$600.00

APPENDIX 7

ENTERPRISE CONSULTATIVE COMMITTEE CONSTITUTION

1. OBJECTIVE

The purpose of the Committee is to work towards securing the long term future of Chevron Glass Pty Ltd and ensuring financial reward, and job satisfaction for all employees

2. GOALS

To achieve this objective the Committee will work towards key goals which include:

- (1) Making consistent profits which provide an adequate return on investment.
- (2) Continually improving the productivity, quality and work methods of individuals, departments, and the enterprise as a whole.
- (3) Using the resources of a more skilled and flexible workforce.
- (4) Providing equal opportunity for all employees.
- (5) Providing a means for resolving problems which through an established procedures.
- (6) Providing a means for communication between employees and management to enable employees to express points of view and contribute to decision making.
- (7) Developing and maintaining a climate of trust and co-operation between employees and management.

3. TERMS OF REFERENCE

The Committee may consider workplace issues including, but not limited to, the following:-

- (1) Commitment to Agreement.
- (2) Future plans.
- (3) Introduction to new technology.
- (4) Changing work practices.
- (5) Training.
- (6) Advancement opportunities and career path structures.
- (7) Workplace discrimination

- (8) Disciplinary Policy.
- (9) Key Performance Indicators - performances.
- (10) Costs
- (11) Wastage
- (12) Productivity
- (13) Quality
- (14) Work environment
- (15) External environment
- (16) Amenities
- (17) Customer Service

4. MEMBERSHIP AND PROCEDURES

A. The Committee shall comprise five (5) members as follows:

- (1) Management Representative
- (2) Management Representative
- (3) Employee Representative
- (4) Employee Representative
- (5) Employee Representative

B. A proxy may be substituted if a member is unable to attend up to a maximum of 2 proxies.

C. CHAIR

- (1) A Chairperson will be elected by and from the Committee every twelve months and will arrange Agendas for meetings as well as chair meetings.
- (2) A minute secretary will be elected to take minutes of meetings and ensure their proper distribution.

D. MEETINGS

- (1) Meetings shall be held as agreed
- (2) The quorum for a meeting is three (3).
- (3) A meeting Agenda shall be prepared and distributed.
- (4) Any Committee Member may submit agenda items to the Chairperson.

E. DECISIONS

- (1) All decisions are to be made by unanimous agreement.

5. CHANGES TO CONSTITUTION

The Constitution may be reviewed at the request of committee members, with any changes proposed agreed according to the decisions procedure in 4 F (1) i.e. by unanimous agreement.