

CFMEU

MANUFACTURING DIVISION

G JAMES SAFETY GLASS PTY LTD (VIC)

G JAMES EXTRUSION CO PTY LTD (VIC)

ENTERPRISE AGREEMENT 2024-2027

GLASS & GLAZING

ENTERPRISE AGREEMENT

1. TITLE

This Agreement shall be called the G James Safety Glass Pty Ltd (VIC) G James Extrusion Co Pty Ltd (VIC) and CFMEU – Manufacturing Division Enterprise Agreement 2024-2027.

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Part 1— Work Related Issues

2. OBJECTIVES

2.1 The objectives of this agreement are to:

- (a) Improve job satisfaction of the company's employees by improving on existing award and industry standards.
- (b) Increase efficiency and productivity of the companies through the effective utilisation of and commitment of employees.
- (c) Improve skill levels of employees and management and encourage multi-skilling and training as provided in the award.
- (d) Encourage the involvement and commitment from all employees to achieve excellence in all aspects of the company's operations.

3. MEASURES TO IMPROVE PRODUCTIVITY

3.1 Commitment

The parties recognise that in order to increase the efficiency productivity and national/ international competitiveness of the employer, a greater commitment to training and skill development is required.

Accordingly, the parties commit themselves to:

- (a) developing a positive work attitude;
- (b) accepting changes;
- (c) initiating changes;
- (d) make suggestion to achieve improvements; and
- (e) taking advantage of training and advancement wherever possible.

3.2 Performance

The Management and Employees will endeavour within the life of this Agreement to identify means of improving productivity including the following areas:

- Quality
- Scrap
- Re-work cost
- Lead times
- Safety

- Late deliveries
- Replace losses
- Customer complaints
- Rejects
- Absenteeism and sick leave (Management and employees are committed to achieving a permanent and real reduction in absenteeism by the expiry of this agreement.)

3.3 Job Vacancies/Promotions

In the event vacancies arise in the workplace the following procedure will be adopted:

- The job vacancy will be advertised internally
- Existing staff will be afforded the opportunity to apply and seek promotion
- If no suitable candidate is found then the vacancy will be advertised externally

3.4 Labour Flexibility

- (a) The parties are committed to ensuring maximum labour flexibility through structured training in order to increase efficiency and productivity. A skilled workforce, will contribute to the competitiveness of the company and job security for employees.
- (b) For the purposes of increasing productivity and flexibility, and enhancing career opportunities for employees, the workforce will be multi-skilled. All employees will perform work that is safe and within their level of competence and classification.
- (c) Where employee/s transfer and/or rotate between machines or operations as required by management there shall not be any demarcation of work at the site.

3.5 Rostered Days Off

- (a) To allow greater flexibility in the taking of rostered days off and facilitate the most efficient use of labour in maintaining adequate production, rostered days off may be banked to a maximum of five days.
- (b) By such agreement, rostered day(s) off may be banked to be taken on a day(s) as agreed with the Employer. Nothing in this clause entitles the Employer to direct an employee to take a single RDO on a Tuesday, Wednesday or Thursday.
- (c) Banked rostered days off must be taken within 12 months of banking.

3.6 Hours of Work

The spread of hours may be worked with staggered starting and finishing times.

- (a) Employees may be required to commence ordinary time work on the hour or half hour between the hours of
 - 6.00 a.m. & 9.30 a.m.

- (b) The number of employees required at each starting time shall be determined following consultation with employees to determine the rostering arrangements for the staggered starts.
- (c) Nothing in this agreement shall impose restriction on the numbers of employees commencing at each starting time.
- (d) The starting and finishing times shall remain consistent, however, they may be altered by mutual agreement, reflecting the seasonal fluctuation of the business, between the employer and employee.
- (e) Afternoon shift means any shift finishing after 7.00pm and before 11.30pm.
- (f) Night shift means any shift finishing subsequent to 11.30pm and by 7.30am.
- (g) An employee working only on afternoon shift shall be paid 15% per week more than their ordinary rate.
- (h) An employee working only on night shift shall be paid 30% per week more than their ordinary rate.
- (i) The shift allowances provided in the Joinery and Building Trades Award 2020 do not apply to this agreement.

3.7 Use of Safety Equipment

The parties recognise the importance of maintaining a healthy and safe workplace and are committed to maintaining and improving this wherever possible. The parties agree that all employees shall use appropriate safety apparel and equipment as provided by the employer. Failure to use appropriate safety equipment may lead to counselling, formal written warnings and dismissal.

3.8 Protective Clothing

The parties have agreed to more effective control and management of protective clothing and safety apparel. All items of protective clothing and safety apparel originally issued are to be replaced on the basis of fair wear and tear.

Appropriate safety footwear may be purchased by the employee as required on the basis of fair wear and tear, and a receipt provided for reimbursement up to the value of \$160.

To arbitrate over items in borderline cases, there will be two designated employees nominated from the union membership along with one management representative, to make a final decision, should it be required.

3.9 Modernisation of Annual Leave Provision

To allow greater flexibility in taking annual leave, the following provisions shall apply:-

- (a) Leave shall be taken at times during the year as agreed between the employee and employer.
- (b) Annual leave rosters are to ensure that production is maintained during traditional shut down periods.

- (c) Annual leave shall be co-ordinated to ensure continued production and customer service is maintained.
- (d) Employees seeking annual leave in the month of October will not be unreasonably refused.
- (e) Consideration will be given to employees needs during roster allocations.
- (f) Employees must be allowed at least one break of not less than fourteen consecutive days.

4. WAGE INCREASES AND CONDITIONS OF EMPLOYMENT

- 4.1 All parties agree that from the first pay period on or after 15 December 2024, 15 December 2025 & 15 December 2026, the company will increase the wages of its employees covered by this Agreement by 4.75% each year.
- 4.2 The percentage increases payable under sub-clause 4.1 shall be paid to each individual employee based on the minimum enterprise rate of pay for ordinary hours, for his or her applicable classification as set out in Part 3.
- 4.3 The percentage increase payable under sub-clause 4.1 shall not apply to any allowances, reimbursement, or other payment.
- 4.4 A disability allowance of \$33.71 and a laundry allowance of \$8.00 shall be paid weekly to all employees (whether working inside or outside) and these two amounts shall be subject to award adjustments as determined by the Fair Work Commission.
- 4.5 It is agreed that the parties to this agreement will abide by the terms of any National Wage Case decision handed down by the Fair Work Commission re absorption of wage increases.

5. INCOME PROTECTION INSURANCE

- 5.1 Subject to an employee satisfactorily completing a three-month probationary employment period the employer shall provide 24 hr, seven days a week income protection insurance via a union approved policy equivalent to the Incolink Accidents and Illness Benefits Program to the premium value of \$22.00 per week per employee.
- 5.2 In the event that the employer fails to enrol an employee/s, is tardy in the enrolment of employees, or does not maintain the above policy, the employer will be totally liable (after fulfilling the premium obligation to the insurer) to pay full wages for up to the 104 week period and/or equivalent benefits to the employee/s.
- 5.3 The union will ensure that the employer receives a copy of the policy schedule outlining all elements of the policy.

6. SUPERANNUATION AGREEMENT

6.1 Definitions

In this clause the following definitions shall apply:

(a) Fund shall mean FIRST Super, as amended from time to time, and includes any superannuation fund which may be made in succession thereto.

6.2 The company shall remain a participating employer of (the Fund) and shall participate in accordance with the Fund Trust Deed.

6.3 The employer shall contribute each week to (the Fund) on behalf of each worker a sum of \$152 per week up to 15 December 2024. This will increase to \$174 per week from the first pay period on or after 15 December 2025, and \$182 per week from the first pay period on or after 15 December 2026 provided that nothing in this agreement will negate the employer's obligation under the Superannuation Guarantee Legislation where such obligations will result in a higher contribution amount.

6.4 The company shall provide each worker upon commencement of employment, membership forms of (the Fund) and shall forward the completed membership form to (the Fund) within 14 days.

(a) An employee may make contributions to the Fund as specified in addition to those made by the company under subclause 5.3.

(b) An employee who wishes to make additional contributions must authorise the company in writing to contribute into the Fund, from the employee's wages, a specified amount in accordance with Fund trust deed and rules.

(c) When the company receives written authorisation from the employee, it will commence making payments into the Fund on behalf of the employee within 14 days of receipt of the authorisation.

(d) An employee may vary his or her additional contributions by a written authorisation and the company must alter the additional contributions within 14 days of receipt of the authorisation.

(e) Additional employee contributions to the fund requested under this subclause shall be expressed in whole dollars.

6.5 Notwithstanding the foregoing, nothing in this Clause 6 shall prevent an employee from choosing a different MySuper compliant fund. In such event, the employer shall make the contributions specified in Clause 6.3 to the employee's chosen MySuper compliant fund instead of to the Fund. Employees must complete all necessary application procedures to ensure membership of the fund of their choice.

7. PERSONAL LEAVE

(a) An employee required to stay at home due to illness or to attend to a domestic partner or dependent person or child shall be entitled to charge this time against their accrued personal leave entitlements providing a doctor's certificate is provided covering the total period of leave. This condition also applies to all single days of personal leave taken. However, employees will be entitled to take two (2) days per year whereby evidence e.g. medical

certificate/statutory declaration is not required when personal leave is accessed by any employee covered by this agreement.

7.2 Accrual

The accrual of personal leave is by the accrual by week method.

7.3 Cash Out Of Personal/Carer's Leave

An employee can be paid out their unused personal/ carer's leave only in accordance with the following conditions:

- (a) Immediately after the worker's personal/ carer's leave has been cashed out the employee must retain at least fifteen days of accrued personal/carers leave; and
- (b) The worker must be paid exactly the same that they would have received if they had taken the cashed out entitlement as personal/carers leave.
- (c) On each occasion that a worker cashes out an amount of personal/carers leave it must be agreed to in writing between the worker and the company
- (d) When applicable an employee's normal shift allowance shall be payable during periods of personal leave subject to the presentation of a doctor's certificate covering the period of time taken.

8. LONG SERVICE LEAVE

- 8.1** As of the first pay period on or after 15/8/2005 Long Service Leave shall accrue at rate of 13 weeks per 10 years employment, i.e. 1.3 weeks for each year of service. Long Service Leave entitlements accrued prior to this date will remain as calculated via the arrangements that existed at the time.
- 8.2** An employee may apply to take pro rata Long Service Leave after having completed 7 years employment providing a minimum of 9 weeks leave has been accrued.
- 8.3** Long service leave will accrue as per normal thereafter.
- 8.4** The full entitlement of thirteen weeks must be taken in a maximum of 3 lots with any one lot having a minimum duration of 1 week.

9. EQUAL OPPORTUNITY

- 9.1** The parties recognise that all employees have the right to a productive harassment-free and fulfilling working life.
- 9.2** The parties further recognise that discrimination in its various forms, may prevent workers from participating fully in the operations of the enterprise. Accordingly, the parties agree that any form of discrimination on the basis of sex, sexuality, race, political or religious beliefs, age, union activity or membership or any other form of discrimination will not be tolerated in the workplace.

- 9.3 The parties shall abide by all applicable state and federal laws relating to equal opportunity and protection from discrimination.
- 9.4 Discriminatory practices include sexual harassment.
- 9.5 This clause shall operate so as to ensure that the interests of women, employees whose first language is not English and young persons are taken into account in the implementation of the agreement.

10. REDUNDANCY

Where an employee is made redundant during the life of this agreement, the provisions contained in Part 5 of this agreement shall apply.

11. CONSULTATIVE PROCESSES

The parties agree that they shall consult each other about matters involving changes to the organisation or performance of work in the workplace covered by the agreement.

11.1 Consultation regarding Major Change

- (a) If the Employer is seriously considering major workplace changes that are likely to have a significant effect on the employees covered by this agreement, the Employer must consult with the Union and any employees who will be affected by the decision
- (b) As soon as practicable the employer must discuss with the union and relevant employees the introduction of the change, and the effect the change is likely to have on the employees. The employer must discuss measures to avert or mitigate the adverse effect of the change on the employees.
- (c) For the purposes of the discussion the employer will provide the union and relevant employees in writing.
- (d) all relevant information about the change including the nature of the change proposed; and
- (e) information about the expected effects of the change on the employees; and
- (f) any other matters likely to affect the employees
- (g) The employer must give prompt and genuine consideration to matters raised about the major change by the Union or relevant employees.
- (h) As soon as a final decision has been made, the Employer must notify the Union and the employees affected, in writing, and explain the effects of the decision.
- (i) The Employer must act in good faith in relation to the consultation process provided in this clause.
- (j) While consultation in relation to major change is taking place, except where a bona fide occupational health and safety issue is involved, the status quo will remain. The existing

situation, terms and conditions of work and work practices immediately prior to the employer's consideration of major change will not be altered. No party will be prejudiced as to the final settlement by the continuance of work in accordance with this clause.

- (k) In this clause:
- (l) 'Good faith' includes obligations to meet, disclose relevant information genuinely consider proposals and respond with reasons and to refrain from capricious or unfair conduct that undermines consultation.
- (m) A major change is "likely to have a significant effect on employees, or individual employee" if it results in: the termination of the employment of employees; or change to the composition, operation or size of the employer's workforce or to the skills required of employees; or the elimination or diminution of job opportunities or job security (including reduction or limitation of opportunities for promotion or tenure); or the alteration of hours work; or the need to retrain employees; or the need to relocate employees to another workplace; or the restructuring of jobs; or the introduction or variation of any policy or procedure relating to drug and alcohol testing or privacy and electronic surveillance of any kind in the workplace, or changes to the legal or operational structure of the employer's undertaking or business

11.2 Consultation about changes to rosters or hours of work

- (a) Where the employer proposes to change an employee's regular roster or ordinary hours of work, the employer must consult with the employee or employees affected and the Union or any other employee representatives, if any, about the proposed change.
- (b) The employer must:
 - (i) Provide in writing to the employee or employees affected and the Union, or any other representative if any, information about the proposed change (for example, information about the nature of the change to the employee's regular roster or ordinary hours of work and when that change is proposed to commence);
 - (ii) invite the employee or employees affected and the Union or any representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities) and allow them a reasonable time to respond; and
 - (iii) give consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and/or the Union or any other representatives.
- (c) The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.
- (d) These provisions are to be read in conjunction with other provisions of this agreement concerning the scheduling of work and notice requirements

12. HOT WEATHER POLICY

Every consideration is to be given to all employees during periods of hot weather. For those employees with a prescribed medical condition and adversely affected by prolonged working in hot weather, additional work breaks will apply. Any employee who is feeling ill due to the heat will be able to go home with pay. Similarly, any employee requiring additional breaks due to hot weather conditions shall receive such breaks. The employer agrees to supply refrigerated, cold water drinking fountains strategically positioned throughout the factory.

13. DISPUTE RESOLUTION PROCEDURE

- 13.1** Union members are entitled to be represented by their union at every stage of this process. Employees who are not union members may also choose to be represented. Each party shall recognise the others representative for all purposes involved with the resolution of the dispute.
- 13.2** If a dispute arises about this agreement the NES (including subsections 65(5) or 76(4)), Occupational Health and Safety, or about any other work-related matter or legislation, including a dispute about whether workplace rights have been breached, the parties will attempt to resolve the dispute in a timely manner by discussions at the workplace in accordance with the following procedure:
- (a)** Initially discussions will take place between the employee or employees concerned, the Union delegate, and the relevant supervisor or management representative.
 - (b)** If the dispute is not resolved as a result of those discussions, the matter will be referred to the Union's organiser and a more senior management representative for further discussion.
 - (c)** In the event that the dispute remains unresolved further discussion shall take place between an appropriate senior official of the union and management representative.
- 13.3** If the matter cannot be resolved by discussions in the workplace either party may refer the dispute to the Fair Work Commission for resolution by conciliation, or arbitration if necessary.
- 13.4** If a party is represented by a Union representative, or other representative, who is not present in the workplace, discussions in relation to the issue in dispute will not proceed until the Union representative, is able to attend.
- 13.5** At any stage in the procedure either party or their representative may ask for, and be entitled to receive, a response from the other party or their chosen representative within 24 hours, if a response is not received the matter may referred directly to the Fair Work Commission.
- 13.6** The Fair Work Commission may exercise such powers in relation to conciliation and arbitration as are necessary to make conciliation or arbitration effective including all of the powers given to the Fair Work Commission by the *Fair Work Act 2009*.
- 13.7** If the employment of an employee is terminated in accordance with this agreement, or otherwise, and the employee makes an application to the Fair Work Commission under the *Fair Work Act 2009*, the parties agree they will consent to conciliation in person by the Fair Work Commission, in lieu of telephone conciliation at the first instance, if either party requests it.

- 13.8** The parties to the dispute and their representatives must act in good faith in relation to the dispute.
- 13.9** While this dispute settlement procedure is being followed, except where a genuine occupational health and safety issue is involved, the status quo will remain. The existing situation, terms and conditions of work and work practices immediately prior to the subject matter of the grievance or dispute occurring will not be altered. No party will be prejudiced as to the final settlement by the continuance of work in accordance with this clause.
- 13.10** Each party will bear their own costs in relation to any proceedings which result from the application of this dispute resolution procedure.
- 13.11** No employee will lose any income as a result of being involved in attempts to resolve disputes under this procedure. Union delegates will be granted paid leave to attend any proceedings arising under this clause.
- 13.12** Subject to a stay and/or Appeal, the parties to the dispute shall be bound by and must comply with a decision of the Fair Work Commission made pursuant to this clause.

14. NO EXTRA CLAIMS

It is agreed by both parties that the employer, employees and the union will not make any additional claims relating to matters contained in this agreement, except as specified in clause 19 Life of Agreement.

15. PAYROLL DEDUCTION OF UNION DUES

For the purpose of payroll deduction, each employee covered by this agreement who is a union member will be asked to sign an authorisation, if they have not already done so. The company agrees to the payroll deduction of union dues, and to forward deducted dues to the union each month, and shall continue to do so unless requested otherwise by the union.

16. INDIVIDUAL FLEXIBILITY ARRANGEMENTS

16.1 Employee Representation

Union members are entitled to be represented by their union at every stage of this process. Employees who are not union members may also choose to be represented. If an employee has nominated the Union, or another person, as their representative, the union or other person must be given a reasonable opportunity to participate in negotiations or discussions regarding the proposed making, variation or termination of a flexibility arrangement. Participation by the Union or any other representative does not mean that their consent is required prior to reaching agreement in relation to a flexibility arrangement.

16.2 Agreed Flexibilities

- (a) An employer and an individual employee may agree to an arrangement which varies the effect of certain terms of this agreement to meet the genuine individual needs of the employer

and the individual employee. The terms of this agreement which the employer and the individual employee may arrange to vary are listed below:

- Single day absences of annual leave
- (b)** The employer and the individual employee must have genuinely agreed to the arrangement without coercion or duress. The employer and individual employee must act in good faith in any discussions or negotiations in relation to an individual flexibility arrangement.
- (c)** The arrangement between the employer and the individual employee must:
 - (i)** only be about one or more of the terms listed in clause 16.2(a), and
 - (ii)** result in the employee being better off overall than the employee would have been if no individual flexibility agreement had been agreed to;
 - (iii)** be about matters that would be permitted matters if the arrangement were included in this enterprise agreement; and
 - (iv)** not include a term that would be an unlawful term if the arrangement were included in this enterprise agreement;
 - (v)** be in writing, name and parties to the arrangement and be signed by the employer and the individual employee and if the employee is under 18 years of age, the employee's parent or guardian;
 - (vi)** set out each term of this agreement that the employer and the individual employee have agreed to vary the effect of;
 - (vii)** set out how the effect of each term has been varied by the arrangement.
 - (viii)** set out how the arrangement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and
 - (ix)** state the date the arrangement commences to operate.
- (d)** The employer is responsible for ensuring that all of the requirements of clause 16.2(c) are met.
- (e)** The employer must give the individual employee a copy of the arrangement within 14 days of reaching agreement and keep the agreement as a time and wages record.
- (f)** Except as provided in clause 16.2(c)(v) the agreement must not require the approval or consent of a person other than the employer and the individual employee.
- (g)** An employer seeking to enter into an arrangement must provide a written proposal to the employee. Where the employee's understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.
- (h)** The arrangement may be terminated:

- (i) by the employer or the individual employee giving 28 days' notice of termination, in writing to the other party (if the individual employee was represented in negotiating the arrangement the union or other representative, must also be given notice of its proposed termination); or
 - (ii) at any time, by written agreement between the employer and the individual employee.
- (i) Additional Safeguards
 - (i) Where the employer initiates discussion in relation to any individual flexibility arrangement that is intended to remain in place for a period longer than 30 days the employer must inform the Union covered by this agreement in writing. When advising the Union of its intention to initiate discussions in relation to a flexibility arrangement the employer must:
 - Include details of the terms of the agreement and the classifications of employees which are proposed to be the subject of the agreement
 - Not disclose the name of any employee who will be the subject of the arrangement without the consent of the employee.
 - (ii) Union involvement in this process does not mean that the consent of the union is required prior to reaching agreement in relation to a flexibility arrangement.
 - (iii) The employer must provide copies of all flexibility arrangements made under this agreement to the Union covered by this agreement.
 - (iv) The operation of this clause is intended to exclude the operation of the individual flexibility arrangement provision included in clause 7 of the Joinery and Building Trades Awards 2020 which applies in conjunction with this agreement.

17. DELEGATES RIGHTS AND TRAINING

17.1 Delegates Rights

- (a) G James Safety Glass recognises the role of elected union delegates within the business. G James Safety Glass will treat delegates fairly and allow them to perform their role as union delegate without any discrimination in their employment. G James Safety Glass recognises and respects that endorsed union delegates speak on behalf of union members in the workplace.
- (b) A union delegate shall have the right to discuss work-related matters of concern of any employee or to convey information relating to the workplace to employees during working hours. The Union delegate shall have the right to prepare for, attend and participate in dispute resolution proceedings and collective bargaining meetings and proceedings on behalf of those they represent, in paid time. The union delegate will not unduly interfere with the work in progress and the supervisor of the shift or section will be informed of the union delegate's intention.

- (c) The union delegate shall have the right to place notices on notice boards within the enterprise. Such notices shall be within the policy of and authorised by the Union. Such notices shall comply with the requirements of the Code for the Tendering and Performance of Building Work.
- (d) G James Safety Glass shall not dismiss or injure a union delegate in employment or alter the employee's position to the employee's prejudice because the employee is a union delegate.
- (e) G James Safety Glass shall supply the union delegate with a copy of this agreement and of the Award and with all subsequent variations and will post such agreement or award on the notice board.
- (f) The arrangements for any meeting or discussions arranged by an authorised delegate, including the timing and length of meeting, held in paid time to discuss the application of this agreement will be by agreement of the site manager. The manager will not unreasonably withhold agreement.

17.2 Rights of Entry and Access

- (a) An official of the CFMEU-Manufacturing Division may have access to the Employer's premises, during business hours, providing that the delegate provide 24 hours written notice, report to reception and notify the Operations Manager of his presence and reason for visit.
- (b) Site attendance may be for the following purposes connected to this Agreement:
 - (i) to represent employees under any term of this agreement which creates a right to representation;
 - (ii) to deal with disputes and represent employees under the dispute resolution procedure set out in this agreement; and
 - (iii) for any other purpose connected to the relationship between the Union and G James Safety Glass.
- (c) Officials will not unduly hinder the productivity of the workplace.
- (d) The union can, by agreement, hold paid meetings of union members for the purposes associated with this agreement identified above. Management will not unreasonably withhold agreement to paid meetings of union members.
- (e) However, nothing in this clause provides an official of the Union with a right to enter premises for a purpose which is within Part 3-4 of the *Fair Work Act 2009*.

17.3 Leave for Union Responsibilities and Training

- (a) Leave of absence granted for any purpose pursuant to this clause, shall count as service for all purposes of this Agreement.
- (b) Each employee on leave for any purpose approved in accordance with this clause, shall be paid all ordinary time earnings. For the purpose of this clause "ordinary time earnings" for an employee means the classification rate, over-award payment, superannuation, shift loading and any all-purpose allowances, which otherwise would have been payable.

- (c) Where an employee is granted paid leave pursuant to this clause and the employee would otherwise be on a Rostered Day Off, on the day for which leave is granted, the employee shall be paid all ordinary time earnings and the Rostered Day Off shall accrue.
- (d) An employee on night or afternoon shift who is granted paid leave pursuant to this clause to attend training, meetings or other activities during any period outside their ordinary rostered shift shall be granted leave for all the hours in the day and shall not be required to attend or perform their rostered shift.
- (e) An employee may be is required to provide evidence of attendance at the course, meeting or activity to the employer's reasonable satisfaction in order to qualify for payment of leave. G James Safety Glass recognises that some employees and union delegates are on occasion nominated or elected to fulfil roles within the CFMEU.
- (f) The nature of these roles usually involves attending union committee of management and executive meetings, or specialist committee meetings on an infrequent basis and associated duties.

17.4 Trade Union Training

- (a) The parties recognise that workplace harmony and productivity can be diminished by an ineffective and unskilled approach to industrial relations. Accordingly, it is agreed that trade union training for delegates will take place in order to provide union delegates with the skills and knowledge required to address this important issue.
- (b) A union delegate is entitled to, and the employer must grant, up to two days of paid leave, during normal working hours, per year over the term of this agreement, to attend trade union courses including courses which are directed at the enhancement of the operation of the dispute resolution procedure in this agreement the Award or the Fair Work Act 2009.
- (c) A delegate who participates in training under this clause shall be deemed to have used the equivalent amount of their entitlement to Dispute Resolution Training Leave under the award, on a day for day basis.
- (d) The Union must give the employer six weeks' notice of the delegate's intention to attend such courses and the amount of leave to be taken.
- (e) The notice to the employer must include details of the type, content and duration of the course to be attended.
- (f) The taking of such leave must be arranged having regard to the operational requirements of the employer so as to minimise any adverse effect on those requirements: however, the employer will not unreasonably refuse to grant leave on operational grounds.

18. WRITTEN WARNINGS

From the date issued, each of the first two written warnings to an employee, shall have an expiration time of three years. The third and final written warning shall expire 12 months after having been issued.

Part 2—Technical Clauses

19. APPLICATION

This Agreement shall apply to G James Safety Glass Pty Ltd (VIC) and G James Extrusion Co Pty Ltd (VIC) located at 217 Rex Road, Campbellfield, 3061 Victoria in respect to all their internal factory based employees performing work within the scope of the Joinery and Building Trade Award 2020 (“the Award”). The two companies constitute a single enterprise within the meaning of section 168A(3) of the Fair Work Act 2009 (Cth).

20. PARTIES BOUND

This Agreement shall be binding upon:

- (a) the Construction Forestry and Maritime Employees Union (the Union) and its Officers and members;
- (b) all employees of the company who perform work which is within the coverage of the Joinery & Building Trades Award 2020, as varied from time to time; and
- (c) G James Safety Glass Pty Ltd (VIC) and G James Extrusion Co Pty Ltd (VIC).

in respect of all work performed at the aforementioned enterprise which is within the scope of the Award.

21. LIFE OF AGREEMENT

This agreement shall remain in force until 30 June 2027.

The parties agree to commence bargaining for a replacement to this Agreement by no later than three months prior to the normal expiry date of this Agreement.

22. RELATIONSHIP TO AWARD

- 22.1 This Agreement shall incorporate and apply wholly in conjunction with the Joinery & Building Trades Award 2020 (“the Award”).
- 22.2 Where there is an inconsistency between an express provision of this agreement and a provision in the Award the provisions of this agreement shall prevail to the extent of the inconsistency.
- 22.3 The making of this agreement does not reduce any above agreement wages for current individual employees.
- 22.4 Upon incorporating Award terms into the agreement the incorporated terms are to be read as altered with the appropriate changes to make them provisions of the agreement rather than

provisions of an award; references within the Award to the “Award” shall be read to mean this agreement.

- 22.5** If, at any time, the conditions set out in this Agreement, including the incorporated award, are less favourable than those in the National Employment Standards, in any particular respect, the conditions in the Standards will apply to the exclusion of this agreement in the particular respect in which they are more favourable.

23. SINGLE BARGAINING UNIT

The parties named within the Agreement constitute a single bargaining unit for the purposes of negotiating and implementing the terms of this Agreement.

The form and operation of this single bargaining unit will be subject to this Agreement.

24. NO PRECEDENT

The parties agree that the content of this Agreement shall not be used as a precedent to base or progress any such claims upon the Company or any other organisation.

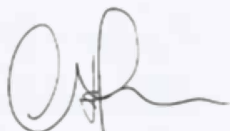
25. NATIONAL EMPLOYMENT STANDARDS (NES)

- 25.1** The NES are minimum standards under the *Fair Work Act 2009* applying to employment of employees. The NES shall be read wholly in conjunction with this agreement effective from the date of registration.

- 25.2** The National Employment Standards (NES) include:

- Maximum weekly hours of work
- The right to request flexible working arrangements
- Parental leave and related entitlements
- Annual leave
- Personal/carer’s leave and compassionate leave
- Long service leave
- Public holidays
- Notice of termination and redundancy pay
- A Fair Work Information Statement for all employees that make clear their rights and entitlements under the new system and how to get advice and help.

SIGNATORIES



.....
Steve Abboushi
Victorian District Secretary
CFMEU - Manufacturing Division
Level 2, 165 Bouverie Street
Carlton Vic 3053

Date: 13/12/2024



.....
Jamie Rice
General Manager
G James Safety Glass Pty Ltd
G James Extrusion Co Pty Ltd
217 Rex Road
Campbellfield Vic 3061

Date: 10/12/2024

Part 3—Minimum Enterprise Rates

Minimum Enterprise Rates Campbellfield Site

Award Level	Pre 15/12/2023	From 15/12/2024	From 15/12/2025	From 15/12/2026
6	\$1,468.19	\$1,537.93	\$1,610.98	\$1,687.50
5	\$1,402.80	\$1,469.43	\$1,539.23	\$1,612.34
4	\$1,373.89	\$1,439.15	\$1,507.51	\$1,579.12
3	\$1,305.69	\$1,367.71	\$1,432.68	\$1,500.73
2	\$1,236.76	\$1,295.51	\$1,357.04	\$1,421.50
1	\$1,196.65	\$1,253.49	\$1,313.03	\$1,375.40

Apprentices: shall be paid the appropriate percentage as specified below of the minimum enterprise rate for a level 4 tradesperson.

Apprentices	Percentage	Adult Apprentices
1 st Year	42%	83.5%
2 nd Year	55%	88%
3 rd Year	75%	93%
4 th Year	88%	98%

For the purposes of this Agreement, any apprentice employed shall only be engaged on day shift and will not undertake any shift work, whether afternoon shift or night shift. Apprentices will receive at all times, in excess of the relevant apprentice rate of pay applying under the Joinery and Building Trades Award 2020.

Part 4—Classification Review

1. A review of employee skill level classifications shall take place within 12 months of the opening of the new factory in Campbellfield.
2. No employee will be disadvantaged as a result of the review, including having their current remuneration under this Agreement reduced.
3. Where an employee or the CFMEU disagree with the outcome of the Review, the employee/CFMEU may seek to have the dispute resolved in accordance with clause 12 (Dispute Resolution Procedure) of this Agreement.

Part 5—Redundancy

-REDUNDANCY AGREEMENT-

- (1) This clause is designed to encompass the sole issue of Redundancy.

For the purpose of this Agreement, Redundancy shall be defined as an "excess of employees over current work requirements".

- (2) Prior to Redundancy taking place, the employer agrees to advise those employees who will be affected, and their respective union as early as possible.
- (3) 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 agreement.
- (4) 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 Employer's consent in such circumstances will not be unreasonably withheld.
- (5) The provisions of this Agreement will not apply to employees who are dismissed for reasons other than redundancy or those employees who terminate of their own accord.
- (6) The Company's need to maintain an efficient workforce and an efficient operation must be taken into consideration in the selection and classification of employee(s) to be made Redundant.
- (7) "Week's Pay" means an employee(s) normal rate of pay for an ordinary week's work at the time of Notice of Termination.

- (8) 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 sixteen (16) hours.
- (9) Redundant employee(s) shall receive an itemised statement of all payments within seven (7) days of receiving Notice of Termination. A Certificate of Service shall be made available to redundant employee upon request.
- (10) Should an employee under notice die, prior to the nominated date of termination, all benefits of this Agreement to which such employee(s) was entitled shall be paid directly to that employee(s) legal dependants and/or their estate.
- (11) Explanation of Redundancy Provisions
 - (a) Employees deemed retrenched under the provisions of this Agreement shall receive the following period of notice and severance payment on the termination of their employment with the Employer.
 - (b) Such period/s of notice and severance payment/s will be in addition to any salary, wage or other Award/s and/or statutory entitlements, which may be due at that date, but would be instead of any Notice/Redundancy/Retrenchment benefit contained within the applicable Award/s.
 - (c) Employees deemed retrenched shall receive the following notice provision or payment in lieu thereof.

<u>Period of Continuous Service</u>	<u>Period of Notice</u>
Not more than 1 years	1 week
1 year or less 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

In addition to the period referred to above, an employee over 45 years of age at the time of the giving of the notice with not less than two years' continuous service, shall be entitled to an additional weeks' notice.

(d) Table of Severance Payments:

<u>Years of Service</u>	<u>Entitlement</u>
At least 1 year but less than 2 years	4 weeks
2 years and over completed years of service or part thereof	(i) Three (3) weeks' pay for each completed year of service of part thereof. (ii) 17.5% loading on due pro-rata annual leave

- (b) For the purpose of calculating the entitlement for a part year thereof, the calculation shall be made on a pro-rata basis.
- (c) Where the relevant Award/s payment exceed the above schedule of severance and notice payments, the Award/s conditions shall prevail.
- (d) An employee/s deemed redundant shall receive a maximum severance payment of sixty-five (65) weeks.

Selection Criteria

- (i) In the first instance, redundancies will be on a voluntary basis. To proceed, these redundancies must be accepted by both parties
- (ii) In the event that there are insufficient volunteers, the parties will agree to a selection criteria that is both fair and equitable.
- (iii) If redundancies take place prior to 15 December 2020, a 3% increase will be added to the base rate of pay of each worker made redundant.

(12) Long Service Leave

For the purposes of this Agreement, statutory entitlements shall be deemed to include a pro-rata payment of long service leave for redundant employee(s) after five (5) years' continuous service with the same employer.

(13) Sick Leave

Under the terms of this Agreement, employees, if subsequently made redundant shall be paid an amount equivalent to all accumulated sick leave.

