FAIR WORK AUSTRALIA

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Title of Matter:	Application by Queensland Glass Pty Ltd
Section:	s.185 - Application for approval of a single-enterprise agreement
Subject:	Queensland Glass Pty Ltd Employee Collective Agreement 2010
Matter Number(s):	AG2010/20069

In relation to the above matter, please find attached for your information a copy of the print(s) which has been filed in Fair Work Australia.

PR510126

Inquiries:

Any inquiries relating to this notice are to be directed to Sian Ashford, email: Sian.Ashford@fwa.gov.au.

1 JUNE 2011

To:

Notified:	Address/fax no.:
Mr Nigel Mills Queensland Glass Pty Ltd	nigel@queenslandglass.com.au

[2011] FWAA 3439

FAIR WORK AUSTRALIA

DECISION

Fair Work Act 2009
s.185 - Application for approval of a single-enterprise agreement

Queensland Glass Pty Ltd
(AG2010/20069)

QUEENSLAND GLASS PTY LTD EMPLOYEE COLLECTIVE AGREEMENT 2010

Building, metal and civil construction industries

SENIOR DEPUTY PRESIDENT RICHARDS BRISBANE, 1 JUNE 2011

Application for approval of the Queensland Glass Pty Ltd Employee Collective Agreement 2010.

[1] An application pursuant to s.185 of the *Fair Work Act 2009* (**"the Act"**) was made on 18 November 2010 by Queensland Glass Pty Ltd for the approval of a single-enterprise agreement known as the Queensland Glass Pty Ltd Employee Collective Agreement 2010 (**"the Agreement"**).

[2] On 19 May 2011 the Employer provided an undertaking to Fair Work Australia. This undertaking is attached to and taken to be a term of the Agreement.

[3] In light of the Employer's undertaking, I am satisfied that each of the requirements of ss.186, 187 and 188 of the Act as are relevant to this application for approval have been met.

[4] As the consultation term does not meet the requirements of s.205 of the Act, the model consultation term is taken to be a term of the Agreement and is attached to the Agreement. Similarly, the model flexibility term is taken to be a term of the Agreement and is attached to the Agreement.

[5] The Agreement is approved and will operate in accordance with s.54 of the Act.

THE SEAL OF FAIR WORK AUSTRALIA

SENIOR DEPUTY PRESIDENT



Queensland Glass Pty Ltd

Employee Collective Agreement 2010

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

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

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

Printed by authority of the Commonwealth Government Printer

<Price code C, AE882557 PR510126>

1. TITLE

Queensland Glass Pty Ltd Employee Collective Agreement 2010.

2. APPLICATION

This Agreement is made between Queensland Glass Pty Ltd ACN 091 543 323 (hereinafter referred to as "the employer") and its employees in respect of all building and construction work undertaken by the employer in Queensland. To avoid any doubt, this agreement only applies to those employees whose employment classification is one listed in Appendix A.

3. PARTIES BOUND

The parties to this Agreement are:

(i) Queensland Glass Pty Ltd ACN 091 543 323

(ii) All employees of the employer whose terms and conditions of employment would otherwise be regulated by the Building Construction Industry Award State 2008.

(iii) All employees of the employer whose terms and conditions of employment would otherwise be regulated by the Building Products, Manufacture and Minor Maintenance Award State 2008.

4 PERIOD OF OPERATION

This Agreement shall operate as from the day the Agreement is lodged with the Office of the Employment Advocate and will continue up to and including 1 November 2012.

5 RELATIONSHIP TO PARENT AWARD

The Agreement herein is a comprehensive agreement and operates to the exclusion of any other awards and agreements that might otherwise apply to the employment of the employees bound by this Agreement, including the Building Products, Manufacture and Minor Maintenance Award State 2008, the Building Construction Industry Award State 2008 and applicable modern Award as at January 2010.

This Agreement expressly excludes all protected notional conditions and/or protected award conditions (as defined in the *Workplace Relations Act 1996* (Cth) as amended from time to time) including:

a) rest breaks;
b) incentive based payments and bonuses;
c) annual leave loadings;
d) observance of days declared by or under a law of a State or Territory to be observed generally within that State or Territory, or a region of that State or Territory, as public holidays by employees who work in that State, Territory or region, and entitlements of employees to payment in respect of those days;
e) days to be substituted for, or a procedure for substituting, days referred to in paragraph (d);
f) monetary allowances for:
    (i) expenses incurred in the course of employment; or
    (ii) responsibilities or skills that are not taken into account in rates of pay for employees; or
    (iii) disabilities associated with the performance of particular tasks or work in particular conditions or locations;
g) overtime or shift work loadings;
h) penalty rates;
i) outworker conditions;
j) any other matter specified in the *Workplace Relations Regulations 2006* (Cth) as varied from time to time.

6 CONTRACT OF EMPLOYMENT

At the point of engagement of each employee, the employer shall specify whether the engagement is on a full-time (daily hire), part-time, or an all-in-payment casual basis, and whether any other conditions such as

probation apply. An employee absent without contacting the company office for 3 successive working days is deemed to have abandoned their employment.

At the commencement of employment, all employees will be engaged on a 3 month probation period. If an employee's performance or conduct is not satisfactory during the probationary period the employer may terminate an employee's employment.

6.1 Full time employees

Full time employees are employees engaged on a daily basis and shall accrue entitlements to sick leave, annual leave, personal/carers leave, compassionate leave, unpaid parental leave and other full time benefits under this Agreement.

6.2 Part-time employees.

A part-time employee is an employee who:

a) Has been engaged as a part-time employee in accordance with clause 6; and
b) Is employed for less then 36 hours per week, or otherwise agreed between the employer and the employee; and
c) Has reasonably predictable hours of work; and
d) Receives, on a *pro-rata* basis, equivalent pay and conditions to those full-time employees who do the same kind of work.

6.2.1 At the time of engagement the employer and the employee will agree in writing on the number of ordinary hours per week. The agreed number of ordinary hours per week may only be varied by mutual agreement. Any such agreed variation to the number of weekly hours of work will be recorded in writing.

6.2.2 Where a public holiday falls on a day upon which a part-time employee is normally engaged the employee shall be paid the appropriate rate for the number of hours normally worked on that day,

6.2.3 Where a rostered day off system of work is in place part-time employees shall accrue pro-rata entitlement to such RDO for each full day (7.2 ordinary hours) worked or paid.

6.3 All-In-Payment Casual Employment

6.3.1 An all-in-payment casual employee shall mean an employee engaged by the hour and remunerated by the all-in hourly rate prescribed by Appendix A for the employee's classification, which includes:

a. a 25% loading of the hourly rate of the appropriate full time employee classification, in lieu of all paid leave entitlements (except for long service leave);
b. compensation for all monetary allowances set out in this Agreement.

6.3.2 All-in-payment casual employees are not entitled to overtime or penalty rates other than under the agreed formula as set out in Appendix A.

6.3.3 All-in -payment casual employees shall be provided with a minimum of 4 hours work or pay per engagement.

6.3.4 Subject to a written agreement between the employer and the all-in-payment casual employee, an employer may withhold and accrue sufficient monies towards the payment of RDOs or paid leave. The employer and employee may also agree, from time to time, to vary the calculations for all-in-payments. The variations may include but not be limited to the period over which the payments are averaged (e.g. 45 hours) and the inclusion or exclusion of allowances.

6..5 Termination of employment shall be by either the employer giving one working day notice or payment in lieu thereof to an employee, or an employee giving one working day notice to the employer or the forfeiture of one days pay.

7 PRODUCTIVITY SCHEMES

The employer and any employee may agree to productivity schemes. Where a productivity scheme is introduced it shall be not less favourable than the terms of this agreement.

8 SITE ALLOWANCE PROVISIONS

8.1 The company shall pay a site allowance where such an entitlement is a term or condition of the head contract for a project and shall remain unaltered for the duration of the project and the value of such an allowance will be in accordance with the head contract.

8.2 The allowances are payable to compensate for all site conditions and work related disabilities including but not limited to dust, dirt, noise, fumes, water under foot, mud, working in the core, transferring from sheds and amenities to non-affected work areas during inclement conditions where no covered walkways are provided etc.

8.3 Appendix B is the indicative rate of Site Allowance that may apply to a project. To avoid any doubt, where there is an inconsistency between the rate of site allowance in a head contract and the rate of site allowance in Appendix B, the rate of site allowance applicable to the project will be the value contained in the head contract.

9 MOBILE PHONE ALLOWANCE PROVISIONS

9.1 The company shall pay a flat rate for mobile phone allowance for each hour worked in a pay week and shall remain unaltered for the duration of this agreement.

9.2 The agreed value for mobile phone allowance is $0.09091 per hour and an employee's entitlement will be made with reference to the following table:

Level	% of entitlement Fixer/Glazier	% of entitlement Fabricator	% of entitlement Film Installer	% of entitlement Print Production & Trade Assistant
1	0%	0%	0%	0%
2	0%	0%	0%	0%
Apprentice	0%	0%	0%	0%
3	200%	100%	200%	0%
4	200%	100%	200%	0%
5	200%	100%	200%	0%

9.3 The allowance is payable to compensate for all work related calls, handset charges, connection fees etc made by the employee on a mobile phone privately owned by the employee.

10 TOOL ALLOWANCE PROVISIONS

10.1 The company shall pay a flat rate for tool allowance for each hour worked in a pay week and shall remain unaltered for the duration of this agreement.

10.2 The agreed value for tool allowance is $0.25 per hour. Employees classified as Print Production will not receive the tool allowance.

10.3 The allowance is payable to compensate for wear and tear, burn out, theft, replacement etc for tools owned privately by the employee.

10.4 The company shall continue to pay for the employees' tools to be tagged, when required, by the relevant legislation.

11 FARES AND TRAVELLING ALLOWANCE PROVISIONS

11.1 The company will continue to provide each crew with a fully maintained vehicle to travel between work sites.

11.2 Where an employee is required to use their own transport between work sites, on receipt of a properly maintained log book, the company will pay to the employee an allowance equivalent to the rate as set out by the Australian

Taxation Office on a cents per kilometre basis. The Company will also reimburse the employee for any parking fees incurred, but will not be liable for any parking or other infringements incurred by the employee in respect of their own vehicle.

11.3 An employee will not be entitled to an allowance where the travel relates to one of the following:

a. Travel from the employee's home to Queensland Glass Pty Ltd; or
b. Travel from the employee's home to National Glass Pty Ltd; or
c. Travel from the employee's home to their first work site of the day; or
d. Travel on an RDO

11.4 In addition to the above, the company will continue to reimburse the apprentices for the toll fares associated with their travel to and from TAFE.

11.5 The company shall pay a flat rate travel allowance for each night the employee is required to spend in overnight accommodation and shall remain unaltered for the duration of this agreement.

11.6 The agreed value for travel allowance is $100 per night.

11.7 Where a travel allowance is payable, the employee is responsible for all costs associated with meals, while the employer will be responsible for the accommodation, car hire, taxis and flight costs only.

12 OTHER ALLOWANCE PROVISIONS

The above allowances are exhaustive and there are no further entitlements to allowances whatsoever.

13 WAGE RATES

The wage rates for each classification are detailed in Appendix A. The wage rates relating to full time employees are exclusive of the relevant tool and mobile phone allowances. There will be no other adjustment (outside of those contained in 13.1) in wage rates for the life of the Agreement. Apprentice wage rates will be made with reference to the following table:

Level of Training	% of full time employee rate
1st year	45%
2nd year	55%
3rd year	75%
4th year	90%

13.1 The company agrees to the following wage rate increases for the duration of the Agreement:

01/11/2010	2.0%
02/05/2011	2.0%
07/11/2011	2.0%
07/05/2012	2.0%
29/10/2012	2.0%

14 DISPUTE RESOLUTION PROCEDURE

14.1 In the event of issues arising relative to this Enterprise Agreement or the National Employment Standards (post 1 January 2010) or as to the performance of any work shall be continued in the usual manner without bans and limitations whilst this procedure is followed:

(i) **Step 1:** The matter shall, in the first instance, be pursued between the employee/s concerned and the immediate Supervisor/Team Leader.

(ii) **Step 2:** If the matter is not resolved, then discussion should be conducted with senior management and the employee/s or an employee representative/s of their choosing if applicable.

(iii) **Step 3:** If the matter is still not settled, then a conference shall be held between the employee/s or employee representative/s if applicable together with the employer's Manager or Site Manager or a duly appointed company representative/s.

(iv) **Step 4:** If the matter cannot be settled by a conference between the parties, the employer or employee or employee representative may apply to the Fair Work Australia (FWA) or another independent person in an endeavour to resolve the issue between the parties by mediation, conciliation, or FWA or independent person may express an opinion or make a recommendation. If FWA or independent person is unable to resolve the dispute at the first stage, then subject to management approval, Fair Work Australia may then arbitrate the dispute; and make a determination that is binding on the parties. During this process the parties to the dispute agree that FWA shall not propose, recommend, support or make any settlement or determination that would be inconsistent with the Australian Government Implementation Guidelines for the National Code of Practice (the Code).

14.2 Reasonable time limits shall be allowed for the completion of the various stages of the discussions.

14.3 While the parties are trying to resolve the dispute using the procedures outlined above:
(a) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
(b) an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
(i) the work is not safe; or
(ii) applicable occupational health and safety legislation would not permit the work to be performed; or
(iii) the work is not appropriate for the employee to perform; or
(iv) there are other reasonable grounds for the employee to refuse to comply with the direction.

14.4 The parties to the dispute agree to be bound by a decision made by Fair Work Australia in accordance with this agreement. However a decision that Fair Work Australia makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the *Fair Work Act 2009 (Cth)*. Therefore, an appeal may be made against the decision.

15 SUPERANNUATION

15.1 Employer contributions on behalf of each eligible all-in-payment casual employee to the Building Unions Superannuation Scheme (BUSS(Q)) shall be determined as follows:

(a) $143 per week or in accordance with the provisions of the Federal Government Superannuation Legislation, whichever is the higher;

15.2 Full time employees shall receive superannuation benefits in accordance with the provisions of the Federal Government Superannuation Legislation.

15.3 Part time employees shall receive superannuation benefits in accordance with the provisions of the Federal Government Superannuation Legislation.

15.4 The Employer will forward, on behalf of each employee covered by this Agreement, the appropriate amount as stipulated in clauses 15.1, 15.2 and 15.3 above, directly to each employee's BUSS(Q) superannuation account on no less than a monthly basis.

16 REDUNDANCY

16.1 The company agrees to make redundancy contributions on behalf of each employee covered under this Agreement to the Building Employees' Redundancy Trust (BERT) fund. The Company shall contribute for each full time and all-in-payment casual employee a flat rate of $75 per each week worked on a weekly basis and shall remain unaltered for the duration of this agreement.

16.2 The company agrees to pay each part time employee the following amount on a weekly basis:

- $75 x (ordinary hours worked in the pay week / 36 hours) per week

16.3 Apprentice contributions will be made by reference to the following table:

Level of Training	% of above rate
1st year	45%
2nd year	55%
3rd year	75%
4th year	90%

16.4 On payment of the above amount, the employees' redundancy entitlement will be deemed as being met for all current and future entitlements.

16.5 The purpose of the above weekly payment is to meet all of the employer's liability in respect of redundancy.

16.6 This Agreement expressly excludes all other redundancy provisions contained in any Award.

16.7 An employee has no further entitlement to redundancy other than the above weekly amount paid directly to BERT.

17 CONSTRUCTION INCOME PROTECTION (CIP)

The employer will contribute to CIP a premium of $15.00 per week for each employee (including GST) or any other amount as determined by the rules of CIP. An employer's liability is limited to meeting the contributions required by this clause regardless of any circumstances or other obligations.

CIP means Construction Income Protection Ltd, ACN 110841962.

Contributions are subject to there being no FBT liability for the company.

17.1 It is agreed that where an employee has their own income protection insurance policy in lieu of the CIP scheme, the company will pay an amount equal to the CIP premium with the employee paying the balance, so long as the monthly premium is being paid by the company and the employee agrees to reimburse the company for the balance via weekly pay deductions.

18 CLOTHING AND SAFETY FOOTWEAR

18.1 The following clothing will be supplied to all employees:

- 1 x pair Gloves – replaced on a fair wear and tear basis
- 1 x pair Gauntlets - replaced on a fair wear and tear basis
- 1 x Safety Glasses - replaced on a fair wear and tear basis
- Ear Plugs – replaced as required
- 1 x Hard Hat - replaced on a fair wear and tear basis
- 1 x pair Steel Cap Boots – replaced annually up to a maximum value of $90 plus GST. The employee will become entitled to a pair of steel cap boots only after the expiry of their 3 month probationary period.
- 5 x Queensland Glass Long Sleeve Hi-Vis Shirts - replaced on a fair wear and tear basis. On commencement of employment, the employee shall be entitled to 2 shirts only and after satisfactory completion of their 3 month probation period, will receive the remaining 3 shirts.
- 3 x Shorts - replaced on a fair wear and tear basis up to a maximum value of $18 plus GST per shorts. The employee will become entitled to the 3 pair of shorts only after the expiry of their 3 month probationary period.
- 1 x Hi-Vis Queensland Glass Jumper/Jacket – replaced on a fair wear and tear basis. The employee will become entitled to the 3 pair of shorts only after the expiry of their 3 month probationary period.

18.2 If requested by an employee, the company will supply the following:

- 1 x Full Face Visor - replaced on a fair wear and tear basis
- 1 x pair Ear Muffs - replaced on a fair wear and tear basis
- 1 x Back Brace - replaced on a fair wear and tear basis
- Sun Block – replaced as required
- 1 x Sun Brim - replaced on a fair wear and tear basis
- 2 x Long Pants - replaced on a fair wear and tear basis
- 1 x Wide Brim hat - replaced on a fair wear and tear basis

18.3 The company will also supply all personal protection equipment that is required to be worn by an employee on specific sites. For example:

- 1 x Safety Sun Glasses - replaced on a fair wear and tear basis
- HI Visual Vests - replaced on a fair wear and tear basis

18.4 When working on site or in the factory all employees are required to wear all footwear, clothing and personal protection equipment supplied.

18.5 Where an employee has not sought replacement of any of the above mentioned items on a fair wear and tear basis within twelve months from the date of issue, then that employee will be entitled to a re-issue of the item at the completion of those twelve months. Where an employee seeks to replace any of the above items on a fair wear and tear basis within twelve months from date of issue, the employee must supply the employer the items for a fair wear and tear assessment.

18.6 The employee will be required to replace any of the above items at their cost where the items have been lost or stolen.

18.7 No agreement to pay cash in lieu of supply of clothing/footwear/personal protection equipment is permitted.

19 HOURS OF WORK

19.1 For full time employees, the ordinary working hours shall be Monday to Friday 7.2 hours per day 36 hours per week. All time worked in excess of the ordinary working hours on any day will be deemed overtime. All overtime in any one day, except as otherwise provided, will be paid for at 1 ½ times the ordinary rate for the first 2 hours and double time thereafter. If an employee is called upon to work overtime commencing on Saturday, the employee will be paid at 1 ½ times the ordinary rate for the first two (2) hours and double time thereafter. All work done on Sundays will be paid for at double the ordinary rate of payment.

19.2 Ordinary working hours starting and finishing times are as directed by the employer between 6.00 am and 6.00 pm Monday to Friday and 7:00 am to 1:00pm on Saturday. Where agreement is reached with the relevant employees, an alternative early start or late finish may be introduced.

19.3 ROSTERED DAYS OFF

19.3.1 For full time employees, the ordinary working hours shall be 7.2 hours per day Monday to Friday with 1.8 hours per week accruing for rostered days off (RDO's). Part time employees are entitled to the 1.8 hour weekly accrual on a pro-rata basis of ordinary hours worked. The accrual applies on all ordinary days worked (except RDO's) and paid leave. A rostered day off shall be taken as provided below and no travelling allowance shall be paid on this day.

19.3.2 The following is agreed in respect of rostered days off:

i.) Subject to 19.3.2 (ii)-(vi), agreement shall be reached by the employer and employees as to which day shall be taken as a rostered day off when such entitlement is due. It is agreed a Company roster system may apply.

ii.) RDO's may be banked to a maximum of six (6) days in any 12 month period. These RDO's may be taken as a group of consecutive days or any other combination as may be agreed. RDO entitlements will be paid out to the employee once six (6) RDO's have been banked.

iii.) Any disputes arising from this clause shall be resolved through the dispute settlement procedure of this Agreement.

iv.) Where more than one (1) accrued RDO is to be taken on consecutive working days, application for such paid leave shall be applied for giving a reasonable period of notice.

v.) Employees will only be eligible for accrued entitlements on RDOs.

vi.) Employees will be paid all unpaid RDO accruals on termination.

vii.) Where one RDO is to be taken, either the employer or employee shall give no less than 24hours notice.

viii.) Where more than one RDO is to be taken on consecutive working days, either the employer or employee shall give no less than 48hours notice.

19.3.3 In lieu of the above arrangements the company may elect to follow and work in accordance with a builder's schedule of working days on a particular site or project. The company will give written notice to effected employees on the site and circulate to employees the builder's schedule of working days.

19.4 **OPERATIONAL NEEDS & RDOS**

An employee will not unreasonably withhold agreement for banking or substituting an RDO where the operational needs of the company demand it. Such operational needs include but are not limited to:

- unforeseeable delays in the programme or work that is critical in ensuring site access,
- housekeeping activities,
- maintenance and final finishing work
- safety issues and any other work required to maintain the productivity of others

Where the employer requires work to be performed in the circumstances set out above it is to follow the following process:

1. The employer is to consult with the effected employees;
2. Employees who agree to work will work on the scheduled RDO;
3. An employer may require any employee to work reasonable overtime.
4. An employee cannot be required to work on more than two scheduled RDO's in any six week period;
5. Such work shall be paid for at ordinary time rates of pay;
6. The untaken RDO will be banked in accordance with 19.3.2 (ii).

20 REASONABLE OVERTIME TO BE WORKED

20.1 The Company may require an employee to work reasonable overtime at overtime rates as provided in this Agreement. Provided that no employee will be required to work in excess of 58 hours in any one week except where the employer and employee agree, for example, but not limited to, where employees are living away from home.

20.2 An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:

(i) any risk to employee health and safety;

(ii) the employee's personal circumstances including any family responsibilities;

(iii) the operational needs of the project, site or enterprise. Such operational needs include but are not limited to: unforeseeable delays in the programme; work that is critical in ensuring site access, housekeeping activities, and maintenance.

(iv) the notice (if any) given by the employer of the requirement to work overtime and the notice by the employee to the employer of their intention to refuse it; and

(v) any other relevant matter.

21 ANNUAL LEAVE

21.1 Where the employer requires, annual leave entitlements may be dispensed on a roster basis, provided that employees be permitted to retain such leave as necessary to prohibit hardship during any non programmable periods. This facility is at the employer's discretion having regard to contractual requirements.

21.2 During each 12 month period, an employee may, with the agreement of the employer, request to cash out an amount of leave credited to the employee of up to 1/26th of nominal hours worked by the employee during that period. An employee requesting the cash out of annual leave must provide the Company with a written election to cash out the annual leave and must have an accumulated annual leave balance of at least the amount that they wish to cash out – that is, it is not possible to cash out annual leave in advance of it being credited.

Cashed out annual leave will be paid at the rate of pay that the employee receives at the time when the election is made.

21.3 The employer will endeavour to arrange construction programs to enable employees to take their full entitlement to annual leave, as paid time off, each year.

21.4 Under this agreement, full time and part time employees are entitled to accrue 20 days leave annually on a pro rata basis of ordinary hours worked calculated weekly.

21.5 While on annual leave, the employee is entitled to be paid those accrued hours at their ordinary rate of pay plus a leave loading of 17.5%.

22 MEAL BREAKS

An employee or group of employees may take paid Meal Breaks and Rest Pauses totalling 1 hour per day. It is at each employee's discretion as to when they take their Meal Break and Rest Pauses, however, each employee must take at least a 30 minute break no later than 4 hours after commencement of work.

23 Personal/ Carers/ Sick Leave

23.1 All eligible full time employees are entitled to accrue paid personal / carers / sick leave on the basis of 10 days per year or pro-rata thereof for any period less than one year according to the employee's ordinary hours of work, and accumulate from year to year.

23.2 A full time employee is entitled to 2 days of compassionate leave for each occasion when a member of the employee's immediate family, or a member of the employee's household contracts or develops a personal illness that poses a serious threat to their life, or sustains a personal injury that poses a serious threat to their life, or dies.

23.3 All accrued personal leave shall be available for use as carers leave in accordance with the provisions outlined below.

23.4 Personal leave may be taken because the employee is not fit for work because of a personal illness, or personal injury, affecting the employee; or to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of a personal illness, or personal injury, affecting the member; or an unexpected emergency affecting the member. An employee's immediate family are the spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee or of the employee's spouse/de factor partner. A de facto partner includes a same sex partner.

23.5 Notice and evidence requirements - Personal/Carers/Sick Leave

(a) An employee must give the employer notice of the taking of leave. Employees are to advise the reason and likely duration of the absence before 7.00 am on the first day of the absence when practicable.

(b) Where practicable and the circumstances permit, an employee must endeavour to arrange their leave to minimise the impact on operational needs.

(c) The provision of appropriate reasonable documentary evidence including:

- For sick leave, a medical certificate or if not reasonably practicable to provide a medical certificate or a statutory declaration made by the employee is agreed to be reasonable evidence. A medical certificate is required when sick leave occurs before or after a public holiday or after 2 or more consecutive days taken.
- For carers leave, a medical certificate in respect to the family or household member, or a statutory declaration by the employee is agreed to be reasonable evidence.
- For compassionate leave, any reasonable evidence that the employer requires.

23.6 All employees including Casual employees and Loaded Casual Employees are entitled to a period of up to 2 days unpaid carer's leave, where they have exhausted all their paid personal/carer's leave entitlements, for each occasion when a member of the employee's immediate family, or a member of the employee's household requires care or support because of illness, injury, or unexpected emergency affecting the member. The leave will be granted subject to the provision of reasonable evidence as illustrated above.

24 PARENTAL LEAVE

The provisions of the NES will apply in respect of Parental Leave.

Parental Leave is "unpaid".

The employee shall, not less than 10 weeks prior to a proposed period of leave, give the employer notice in writing stating the date on which the employee proposes to start and finish the period of leave.

25 PUBLIC HOLIDAYS

For the purposes of this Agreement, the following are public holidays:

- The 1st January;
- The 26th January;
- Good Friday;
- Easter Saturday;
- Easter Monday;
- The 25th April (ANZAC day);
- The Birthday of the Sovereign;
- Christmas Day;
- Boxing Day; or
- Any day appointed under the Holidays Act 1983, to be kept in place of any such holiday.

26 NO EXTRA CLAIMS

Up to the nominal expiry date of this Agreement the parties will not make any extra claims relating to wages or changes in conditions of employment or any other matters related to the employment of the employees, whether dealt with in the Agreement or not;

This Agreement covers all matters or claims that could otherwise be subject to protected action under the Workplace Relations Act (Cth) 1996, Building and Construction Industry Improvement Act (Cth) 2005 and their successors.

27 SAFETY RESOLUTION PROCEDURE

27.1 The purpose of a separate Safety Resolution Procedure is to provide an alternative remedy for resolving "genuine" safety disputes without unnecessarily disrupting work in other areas. This procedure recognises that no employee is required to work in areas or perform unsafe acts where there is imminent risk to their health and safety. It is also recognised that work should continue normally in areas that are safe and that the culture of "one out all out" is prohibited and unlawful.

27.2 The company will develop its own safety dispute settlement procedure for each project to ensure genuine safety disputes are either prevented or managed as effectively as possible. Such a procedure shall include but not be limited to provisions based on the following principles:

- Nominated principal contractors representative/s
- Agreed procedures for the appointment of the safety committee and distribution of minutes or outcomes of meetings
- Nomination and distribution of persons names appointed to the safety committee
- A shared understanding and commitment to a graduated consultation and resolution process whereby alleged safety issues are raised and resolved at the workplace. Such a process should enable workers to bring safety issues to the site supervisor/foreman in the first instance. If unresolved elected WH&S representatives shall be entitled to bring the matter to the attention of the site safety representative for resolution. If the matter is still unresolved the most senior site representative shall be consulted for a determination and resolution. Work shall continue normally while this process is being followed unless there is an imminent risk to workers health and safety or imminent risk of damage to property or harm to others. Where work ceases, all workers must make themselves available for safe and alternate duties as directed by the employer until the matters are resolved.
- The company reserves the right to contact Workplace Health and Safety Queensland inspectors to determine whether there are genuine safety breaches that require rectification.

28 NATIONAL CODE OF PRACTICE COMPLIANCE

The parties commit to ensuring compliance with the Australian Government Implementation Guidelines for the National Code of Practice (the Code), as amended from time to time, throughout the life of this Agreement. This may require amendments, alterations and/or deletions to this Agreement, to comply with the Code.

ENDORSEMENT OF THE AGREEMENT

The signatures below testify to the fact that the agreement has been ratified by the parties.

Signed for and on behalf of Queensland Glass Pty Ltd ACN 091 543 323

.....
(Sign Name)

NIGEL MILLS
(Print Name)

18.11.10.
(Date)

Print Full Name & Address

NIGEL MILLS
31 ADDISON AVENUE
BULIMBA Q 4171

Explanation of Person's authority to sign the employee collective agreement

MANAGING DIRECTOR

In the presence of

C. Gillespie
(Sign Name)

CAROLINE GILLESPIE
(Print Name)

Print Full Name & Address

CAROLINE GILLESPIE
11 JACARANDA PLACE
ORMISTON Q 4160

Signed for and on behalf of the employees of Queensland Glass Pty Ltd ACN 091 543 323

T.C Short
(Sign Name)

Tim SHORT
(Print Name)

18.11.10
(Date)

Print Full Name & Address

Tim SHORT
3 Angelico Pl
Mackenzie 4156

Explanation of Person's authority to sign the employee collective agreement

Member of employee Consultive Committe

In the presence of

C. Gillespie
(Sign Name)

CAROLINE GILLESPIE
(Print Name)

Print Full Name & Address

CAROLINE GILLESPIE
11 JACARANDA PLACE
ORMISTON Q. 4160

APPENDIX A

Queensland Glass Employment Classifications
ALL IN PAYMENT CASUAL EMPLOYEES (BASE RATES)

	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5
Fixer / Glazier - Certificate III in Glass & Glazing qualified	Probation $27.07	Work supervised. Competent skill level $33.60	Work unsupervised. High skill level. Good work ethic $35.98	Leading Hand Work unsupervised. High skill level. Delegate duties. Quality control $38.13	Site Foreman Responsible for job. Set out, safety, quality control, delegation of work. Liase with Builder/Supervisor. $41.40
Fabricator	Probation $23.27	Work competently to instruction and use all machinery. $25.99	Work unsupervised. High skill level. Good work ethic $28.80	Leading Hand Work unsupervised. High skill level. Delegate duties. Quality control $32.60	Factory Foreman $35.41
Film Installer	Probation $23.27	Prepares glass substrate, applies film in bands of 50mm-1500mm high. Assigned to small scale projects. Assists experienced installers on complex projects. $23.81	Prepares glass substrate, applies full cover film 2600mm high. Able to apply all film types to all surfaces. Provides technical advice to Project Manager. Holds relevant qualifications $25.17	Work unsupervised. High skill level and product knowledge. Quality control. General site supervision $30.52	Work unsupervised. High skill level. Delegate duties. Quality control. Responsible for job. Set out, safety, quality control, delegation of work. Liase with Clients. $34.87
Print Production	Probation $21.50	Prepare window film materials. Assigned small scale projects. Assist Project Manager with large scale/ complex projects. Film types used are straight cut, digitally printed and computer cut decorative films $22.00	Production of window film materials for all projects. Prepares graphic files and prepares worksheets for all film types. Evaluates graphic file type useability. $24.00	Work unsupervised. High skill level and product knowledge. Quality control. Provides advice on design and materials where required. $28.00	Attends site meetings. Provides technical advice on media and material solutions. Responsible for project. $30.00
Trade Assistant	Probation $23.27	Work supervised. Competent skill level. Good work ethic $28.60			

The above rates to apply to work performed up to and including 50 hours per week between 5am - 6pm Monday to Friday.

Hours worked after 50 hours per week, hours between 6pm - 9pm Monday to Friday and between 6am - 6pm on Saturday to be paid at 25% more than the above base rate.

Hours worked between 9pm - 5am Monday to Friday and between 6pm Saturday to 5am Monday to be paid at 50% more than the above base rate.

Queensland Glass Employment Classifications
FULL TIME EMPLOYEES

	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5
Fixer / Glazier 38 hour week per hour	Probation $19.71	Work supervised. Competent skill level $25.51	Work unsupervised. High skill level. Good work ethic $26.11	Leading Hand Work unsupervised. High skill level. Delegate duties. Quality control $27.70	Site Foreman Responsible for job. Set out, safety, quality control, delegation of work. Liase with Builder/Supervisor. $30.10
Fabricator 38 hour week per hour	Probation $16.91	Work competently to instruction and use all machinery. $18.92	Work unsupervised. High skill level. Good work ethic $20.91	Leading Hand Work unsupervised. High skill level. Delegate duties. Quality control $23.71	Factory Manager $25.77
Film Installer 38 hour week per hour	Probation $16.91	Prepares glass substrate, applies film in bands of 50mm-1500mm high. Assigned to small scale projects. Assists experienced installers on complex projects. $17.32	Prepares glass substrate, applies full cover film 2600mm high. Able to apply all film types to all surfaces. Provides technical advice to Project Manager. $18.92	Work unsupervised. High skill level and product knowledge. Quality control. General site supervision $22.11	Work unsupervised. High skill level. Delegate duties. Quality control. Responsible for job. Set out, safety, quality control, delegation of work. Liase with Clients. $25.31
Print Production 38 hour week per hour	Probation $15.80	Prepare window film materials. Assigned small scale projects. Assist Project Manager with large scale/ complex projects. Film types used are straight cut, digitally printed and computer cut decorative films $16.17	Production of window film materials for all projects. Prepares graphic files and prepares worksheets for all film types. Evaluates graphic file type useability. $17.64	Work unsupervised. High skill level and product knowledge. Quality control. Provides advice on design and materials where required. $20.58	Attends site meetings. Provides technical advice on media and material solutions. Responsible for project. $22.05

APPENDIX B

SITE ALLOWANCE SCALE

Value of job		Site allowance
$5.7-10m	.....	$ 0.95
$10-15m	.....	$ 1.10
$15-35m	.....	$ 1.30
$35-50m	.....	$ 1.60
$50-75m	.....	$ 1.85
$75-100m	.....	$ 2.10
$100-125m	.....	$ 2.35
$125-150m	.....	$ 2.65
$150-175m	.....	$ 2.90
$175-200m	.....	$ 3.15
$200-225m	.....	$ 3.40
$225-250m	.....	$ 3.70
$250-300m	.....	$.4.00
$300-350m	.....	$.4.30
$350-400m	.....	$.4.60
>$400m	.....	$.5.00

17 May 2011

Senior Deputy President Richards
PO Box 5713
(Level 14, Central Plaza Two)
66 Eagle Street, Brisbane QLD 4000
By email: sian.ashford@fwa.gov.au

Attention: Senior Deputy President Richards

RE: **AG2010/20069 - Application by Queensland Glass Pty Ltd**

In response to your email correspondence of 23 March 2011, I, Nigel Mills being a Director of the company and having the authority to sign documents on behalf of Queensland Glass Pty Ltd, seek to clarify, and where appropriate make undertakings, the matters raised in your correspondence.

Dispute resolution clause

I give an undertaking that all employees are allowed representation at all stages of the dispute resolution process. An employee who is a party to the dispute may appoint a representative and have that person represent them where the parties may have a dispute during any or all of the steps of the process.

Further, we undertake a commitment to ensure outcomes sought are consistent with the Implementation Guidelines for the National Code of Practice for the Construction Industry and that Fair Work Australia is not restricted by the Code in making a resolution or determination.

Appendix A Amendment

I give an undertaking that Appendix A is amended for Full Time Employees for Print Production Level 1 to read $16.75 and Print Production Level 2 to read $17.32.

Yours sincerely

Nigel Mills
Director

I, Tim Short, the employee representative for the *Queensland Glass Pty Ltd Employee Collective Agreement 2010*, support the making of the above undertakings.

Tim Short
Employee Representative

Schedule 2.3 Model consultation term

(regulation 2.09)

Model consultation term

(1) This term applies if:

(a) the employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and

(b) the change is likely to have a significant effect on employees of the enterprise.

(2) The employer must notify the relevant employees of the decision to introduce the major change.

(3) The relevant employees may appoint a representative for the purposes of the procedures in this term.

(4) If:

(a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and

(b) the employee or employees advise the employer of the identity of the representative;

the employer must recognise the representative.

(5) As soon as practicable after making its decision, the employer must:

(a) discuss with the relevant employees:

(i) the introduction of the change; and

(ii) the effect the change is likely to have on the employees; and

(iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and

(b) for the purposes of the discussion — provide, in writing, to the relevant employees:

(i) all relevant information about the change including the nature of the change proposed; and

(ii) information about the expected effects of the change on the employees; and

(iii) any other matters likely to affect the employees.

(6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

(7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

(8) If a term in the enterprise 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 subclauses (2), (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.

(10) In this term, ***relevant employees*** means the employees who may be affected by the major change.

Schedule 2.2 Model flexibility term

(regulation 2.08)

Model flexibility term

(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 terms 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 the arrangement; and

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

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

(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.