

**FRONT-LINE RESOURCES MANAGEMENT**

**WORKPLACE AGREEMENT**

**2007**

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## **PART A – AGREEMENT FORMALITIES**

### **1 Title**

This Agreement shall be known as the “Front-Line Resources Management Warehousing and Administrative Services Agreement 2007”.

### **2. Application, Duration and Operation**

- 2.1 This agreement applies to the Employer and the Employees of the Employer employed pursuant to the classifications contained in this Agreement. The business covered by this agreement is in relation to employees of the employer engaged to perform duties associated with either a general administrative function, or a general warehousing function, where such duties are performed at a place other than the Employers principal place of business. This agreement does not apply to any employee engaged to perform functions under the Freight Terminal Agreement.
- 2.2 This Collective Agreement shall become effective from the first pay period after lodgement with the Workplace Authority, and shall expire thirty six months later.
- 2.3 This Agreement exclusively covers all of the terms and conditions of the employment for Employees, unless otherwise provided for in this Agreement, to the exclusion of all other relevant industrial instruments.
- 2.4 This Agreement expressly excludes all relevant protected award conditions of all relevant awards, to the extent that such conditions are about protected allowable award matters, or are incidental to protected allowable award matters, or are machinery provisions in respect of protected allowable award matters. In this clause, protected allowable award matters mean:
- (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) loadings for working overtime or for shift work;
  - (h) penalty rates;
  - (i) outworker conditions; or
  - (j) any other matter specified in the Regulations.

### **3. Definitions**

"Act" means the Workplace Relations Act 1996 (Cth) as amended.

"Agreement" means this Collective Agreement.

"Casual" means an Employee engaged and paid as such.

"Commission" means the Australian Industrial Relations Commission.

"Confidential Information" means all information of whatever kind or nature, whether oral, electronic or in writing relating to the Employer, its Related Bodies Corporate and associated entities and its business, or relating to any of the clients of the Employer, which is or has been disclosed by the Employer or its clients. It does not include information which is in, or becomes part of, the public domain (other than through as breach of this agreement) or information acquired from a third party who is entitled to disclose it. It does not include this Agreement.

"Temporary Employee" means an employee engaged under the terms of this Agreement, to work for the Employer at a site other than the Employers principal place of business. A Temporary employee is a weekly employee and may be engaged on a full-time or part-time basis.

"Employer" or "Company" means Front-Line Resources Management Pty Limited (ACN 080 751 391).

"Immediate Family" means the current spouse (including a de facto spouse) of an Employee, and a child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the Employee or his or her current spouse.

"Freight Terminal Agreement" means the Employer Greenfields Agreement of this name lodged in accordance with the Act.

"Week" for the purposes of clause 17.1.3 means a 7 day period starting from a Monday.

### **4. No Extra Claims**

4.1 In consideration for the benefits of this Agreement, the Employees employed by the Employer agree not to pursue any other claims relating to wages or changes to conditions of employment or any other matters related to their employment whether dealt with in this Agreement or not, during the life of this Agreement.

4.2 Up to the expiry date, this Agreement covers all matters or claims which could otherwise be the subject of protected action under the Act.

### **5. Responsibilities of Employees**

Employees are required:

5.1 To do all work to the best of their ability, skill and competence as required.

5.2 To carry out their work at places directed by the Employer.

- 5.3 To comply with the Employer's policies, practices or procedures as varied from time to time.
- 5.4 To do their best to promote, and not harm, the Employer's business, interests and reputation.
- 5.5 To apply care and common sense in performing work for the Employer.
- 5.6 To not absent themselves from the workplace without the Employer's permission. An absence from work for a continuous period exceeding three (3) working days without notification to the Employer will be prima facie evidence that the employee has abandoned his or her employment.
- 5.7 To advise the Employer as early as possible of their inability to attend for work due to illness or injury, prior to the commencement of their engagement. The employee is required to produce satisfactory proof for any absence of two days or more due to illness or injury.
- 5.8 To comply with all of the Employer's reasonable instructions in order to protect both the employee's own health and safety, and the health and safety of other employees and any other person having dealings while on site.
- 5.9 To not smoke cigarettes or other tobacco or similar substances on site, which includes all property and vehicles owned by, or under the control of, the Employer, other than in designated smoking areas.
- 5.10 To uphold the Employer's zero tolerance requirement regarding drugs and alcohol or any other substance which may affect the employee's ability to work.
- 5.11 To not take or possess alcohol or illegal drugs while at work. An employee must inform the Employer, prior to commencing work, if they are under the influence of drugs (prescribed or otherwise), alcohol, or any other substance which may affect their ability to work.
- 5.12 To submit to random drug and alcohol tests in the workplace and/or attend a doctor at a time and place nominated by the Employer for a full medical examination if requested by the Employer. The examination may also include a drug and alcohol test, and the results be made available to the Employer.
- 5.13 To not disclose in any way to any third party and to keep confidential any "Confidential Information" the employee becomes aware of through his/her employment with the Employer. "Confidential Information" includes all information relating to the Employer's business or operational interests, their methodology and affairs, financial information and anything else the Employer notifies the employees as being confidential. Nothing in this clause precludes employees from divulging information about this Agreement to any other person.

## **6. Copies of Agreement**

This Agreement shall be made accessible to all employees and additional copies will be made available on request to an employee.

## **7. Deductions and Stand Down**

- 7.1 An employee not attending to or not performing his or her duty shall, except where otherwise expressly provided for in this Agreement, lose his or her pay for the actual time of such non-attendance or non-performance.
- 7.2 The Employer may Stand Down an employee for any day or part of a day without pay in accordance with the provisions contained in section 691A of the Act.

## PART B – CLASSIFICATIONS AND REMUNERATION

### 8. Classifications

Employees engaged under the terms of this agreement will be firstly appointed into one of two streams. These streams are the Administrative Stream and the Warehouse Stream. These streams are indicative only, and an employee may perform functions across the streams as and when required. Once appointed into a stream, the employee will then be graded into a classification. Appointment and movement through the classifications is a managerial prerogative, and accordingly, promotion through the classifications will be dependent on the requirements of the employer. All employees will have their classification confirmed to them in writing by the employer.

#### 8.1 Administrative Stream

##### 8.1.1 Administrative Grade 1

An employee engaged as a Grade 1 employee is required to work under direct supervision with regular checking of progress. An employee at this grade applies knowledge and skills to a limited range of tasks with a limited choice of actions. An employee at this level's work will be performed within established routines, methods and procedures that are predictable, and which may require the exercise of limited discretion.

Indicative Tasks for this level include

Unit	Element
Information Handling	<ul style="list-style-type: none"> <li>◆ Receive and distribute incoming mail</li> <li>◆ Receive and dispatch outgoing mail</li> <li>◆ Collate and dispatch documents for bulk mailing</li> <li>◆ File and retrieve documents</li> </ul>
Communication	<ul style="list-style-type: none"> <li>◆ Receive and relay oral and written messages</li> <li>◆ Complete simple forms</li> </ul>
Enterprise	<ul style="list-style-type: none"> <li>◆ Identify key functions and personnel</li> <li>◆ Apply office procedures</li> </ul>
Technology	<ul style="list-style-type: none"> <li>◆ Operate office equipment appropriate to the tasks to be completed</li> <li>◆ Open computer file, retrieve and copy data</li> <li>◆ Close Files</li> <li>◆ Organisational Plan and organise a personal daily work routine</li> </ul>
Team	Complete allocated tasks
Business Financial	<ul style="list-style-type: none"> <li>◆ Record petty cash transactions</li> <li>◆ Prepare banking documents</li> <li>◆ Prepare business source documents</li> </ul>

##### 8.1.2 Administrative Grade 2

An employee appointed or engaged as a Grade 2 employee is required to work under routine supervision with intermittent checking of progress. An employee at this grade applies knowledge and skills to a range of tasks with an increased choice of actions. An employee at this level's work will be performed within established routines, methods and procedures, which involve the exercise of some discretion and minor decision making.

Indicative Tasks for this level include

Unit	Element
Information Handling	<ul style="list-style-type: none"> <li>◆ Update and modify existing organizational records</li> <li>◆ Remove inactive files</li> <li>◆ Copy data onto standard forms</li> </ul>
Communication	<ul style="list-style-type: none"> <li>◆ Respond to phone calls</li> <li>◆ Draft simple correspondence</li> </ul>
Enterprise	<ul style="list-style-type: none"> <li>◆ Provide information from own function area</li> <li>◆ Apply office procedures including greeting guests and direction and re-direction of inquires.</li> </ul>
Technology	<ul style="list-style-type: none"> <li>◆ Operate office equipment appropriate to the tasks to be completed including all ancillary tasks.</li> <li>◆ Identify and rectify minor faults in equipment</li> <li>◆ Edit information</li> <li>◆ Produce documents from written texts.</li> </ul>
Organisational	<ul style="list-style-type: none"> <li>◆ Organise own work schedule</li> <li>◆ Know roles and functions of other employees</li> </ul>
Team	<ul style="list-style-type: none"> <li>◆ Participate in identifying team tasks</li> <li>◆ Complete own tasks</li> <li>◆ Assist others in the completion of their tasks</li> </ul>
Business Financial	<ul style="list-style-type: none"> <li>◆ Reconcile invoices</li> <li>◆ Prepare statements</li> <li>◆ Enter payment summaries into journals</li> <li>◆ Post Journals to ledger</li> </ul>

### 8.1.3 Administrative Grade 3

An employee appointed or engaged as a Grade 3 employee is required to work under limited supervision with checking related to overall progress. An employee at this grade may be responsible for the work of others and may be required to co-ordinate such work. An employee at this grade applies knowledge with depth in some areas and a broad range of skills. Usually work will be performed within routines, methods and procedures where some discretion and judgement is required.

Indicative Tasks for this level include

Unit	Element
Information Handling	<ul style="list-style-type: none"> <li>◆ Prepare new files</li> <li>◆ Identify and process inactive files</li> <li>◆ Record documentation movements</li> </ul>
Communication	<ul style="list-style-type: none"> <li>◆ Respond to telephone, oral and written requests for information</li> <li>◆ Draft routine correspondence</li> <li>◆ Handle sensitive inquiries with tact and discretion</li> </ul>
Enterprise	<ul style="list-style-type: none"> <li>◆ Clarify specific needs of client/other employees</li> <li>◆ Provide information and advice</li> <li>◆ Follow-up on client/employee needs</li> <li>◆ Clarify the nature of a verbal message</li> <li>◆ Identify options for resolution and act accordingly</li> </ul>
Technology	<ul style="list-style-type: none"> <li>◆ Maintain equipment</li> <li>◆ Train others in the use of office equipment</li> <li>◆ Select appropriate media</li> <li>◆ Establish document structure</li> <li>◆ Produce document</li> </ul>
Organisational	<ul style="list-style-type: none"> <li>◆ Co-ordinate own work routine with others</li> </ul>

	<ul style="list-style-type: none"> <li>◆ Make and record appointments on behalf of others</li> <li>◆ Make travel and accommodation bookings in line with given itinerary</li> </ul>
Team	<ul style="list-style-type: none"> <li>◆ Clarify tasks to achieve group goals</li> <li>◆ Negotiate allocation of tasks</li> <li>◆ Monitor own completion of allocated tasks</li> </ul>
Business Financial	<ul style="list-style-type: none"> <li>◆ Reconcile accounts to balance</li> <li>◆ Prepare bank reconciliations</li> <li>◆ Document and lodge takings at bank</li> <li>◆ Receive and document payment/takings</li> <li>◆ Dispatch statements to debtors</li> <li>◆ Follow-up and record outstanding accounts</li> <li>◆ Dispatch payments to creditors</li> <li>◆ Maintain stock control records</li> </ul>

#### 8.1.4 Administrative Grade 4

An employee appointed or engaged as a Grade 4 employee is required to work without supervision, with general guidance on progress and outcomes sought. Responsibility for the organisation of the work of others may be involved. An employee at this grade applies knowledge with depth in some areas and a broad range of skills. There is a wide range of tasks, and the range and choice of actions required will usually be complex. An employee at this grade applies competencies usually applied within routines, methods and procedures where discretion and judgement is required, for both self and others.

Indicative Tasks for this level include

Unit	Element
Information Handling	<ul style="list-style-type: none"> <li>◆ Categories files</li> <li>◆ Ensure efficient distribution of files and records</li> <li>◆ Maintain security of filing system</li> <li>◆ Train others in the operation of the filing system</li> <li>◆ Compile report</li> <li>◆ Identify information source(s) inside and outside the organisation</li> </ul>
Communication	<ul style="list-style-type: none"> <li>◆ Receive and process a request for information</li> <li>◆ Identify information source(s)</li> <li>◆ Compose report/correspondence</li> </ul>
Enterprise	<ul style="list-style-type: none"> <li>◆ Provide information on current service provision and resource allocation within area of responsibility</li> <li>◆ Identify trends in client requirements</li> </ul>
Technology	<ul style="list-style-type: none"> <li>◆ Maintain storage media</li> <li>◆ Devise and maintain filing system</li> <li>◆ Set printer for document requirements when various set-ups are available</li> <li>◆ Design document format</li> <li>◆ Assist and train network users</li> <li>◆ Shutdown network equipment</li> </ul>
Organisational	<ul style="list-style-type: none"> <li>◆ Manage diary on behalf of others</li> <li>◆ Assist with appointment preparation and follow up for others</li> <li>◆ Organise business itinerary</li> <li>◆ Make meeting arrangements</li> <li>◆ Record minutes of meeting</li> <li>◆ Identify credit facilities</li> </ul>

	<ul style="list-style-type: none"> <li>◆ Prepare content of documentation for meetings</li> </ul>
Team	<ul style="list-style-type: none"> <li>◆ Plan work for the team</li> <li>◆ Allocate tasks to members of the team</li> <li>◆ Provide training for team members</li> </ul>
Business Financial	<ul style="list-style-type: none"> <li>◆ Prepare financial reports</li> <li>◆ Draft financial forecasts/budgets</li> <li>◆ Undertake and document costing procedures</li> </ul>

#### 8.1.5 Administration Grade 5

An employee engaged at this level has all the skills and qualifications of a Grade 4 and is appointed to this level at the Company's discretion.

### 8.2 Warehouse Stream

#### 8.2.1 Warehouse Grade 1

An employee appointed or engaged as Grade 1 shall mean an employee who performs work to the level of their training, and is responsible for the quality of their own work (subject to instructions and direction); works in a team environment and/or under routine supervision; undertakes duties in a safe and responsible manner; exercises discretion within their level of skills and training; possesses good interpersonal and communication skills.

Indicative Tasks for this level include

- General labouring and cleaning duties.
- Order assembling, including picking stock.
- Loading/unloading.
- Receiving, checking, dispatching and sorting of products.
- Satisfying internal and external customer needs.
- Operation of a keyboard to carry out stores work.
- Documenting and recording of goods, materials and components.
- Basic inventory control.
- Basic understanding of bonded goods
- Use of hand trolleys and pallet trucks.

#### 8.2.2 Warehouse Grade 2

An employee appointed or engaged as Grade 2 shall mean an employee who performs work to the level of their training who, in addition to performing the duties of a Grade 1 employee: has been appointed by the employer to this level and has satisfactorily acquired the skills relevant to the enterprise at this level; may be required to use, for training purposes, materials handling equipment which requires licensing/certification; and may be required to assist in the development of Grade 1 employees. Employees at this level understand the special requirements of bond stores for example, the handling of expensive items and customs requirements.

#### 8.2.3 Warehouse Grade 3

An employee appointed or engaged as Grade 3 shall mean an employee who has undertaken sufficient training so as to enable him/her to perform work within the scope of this level in addition to the work of lower grades and who has been appointed by the employer to perform such work on a continuous basis. An employee at this level performs work to the level of their training and is: able to work from complex instructions and procedures; able to co-ordinate work in a team environment under general supervision; responsible for assuring the quality of their own work; possesses sound interpersonal and

communication skills; licensed and/or certified to operate all appropriate materials handling equipment, e.g., forklift, mobile crane, carousel, etc.

Indicative Tasks for this level include

- Inventory and stores control.
- VDU operation using intermediate keyboard skills to carry out stores work.
- Use of other electronic equipment, e.g., scanner, to carry out stores work.
- Routine maintenance of stores equipment and machinery.

#### 8.2.4 Warehouse Grade 4

An employee appointed or engaged as Grade 4 shall mean an employee who has undertaken sufficient training so as to enable him/her to perform work within the scope of this level in addition to the work of lower grades and who has been appointed by the employer as either a single storeworker in charge of a store or as an operator of computer technology used for high level inventory and stock control.

An employee appointed in this capacity performs work to the level of their training, and: understands and is responsible for their own quality control; possesses a sound level of interpersonal and communication skills; sound working knowledge of all stores duties performed at levels below this grade, exercises discretion within scope of this grade, and has a good knowledge of the employer's product; Where appropriate, accredited by the employer as competent in the understanding of regulations relating to handling, storage and loading/unloading of specific product, e.g., chemicals, solvents and explosives; may perform work requiring minimal supervision, either individually or in a team environment.

Indicative Tasks for this level include

- Licensed to operate appropriate materials handling equipment, e.g., fork lifts, mobile crane, carousel, etc.
- Routine maintenance of stores equipment or machinery.
- In addition, may be responsible for the proper application and maintenance of appropriate occupational health and safety standards
- May also be responsible for quality control of the work of other warehouse employees without being responsible for their direction (optional).

#### 8.2.5 Warehouse Grade 5

An employee appointed or engaged as Grade 5 shall mean an employee who has undertaken stores work of all lower grades and who has, at the request of the employer, completed the Warehousing and Distribution Course at a Registered Training Organisation, or an equivalent type of accreditation.

Indicative Tasks for this level include

- Implement quality control techniques and procedures;
- Utilise highly developed level of interpersonal and communication skills;
- Assist in the provision of on-the-job training and standards.
- In addition, may be responsible for the proper application and maintenance of appropriate occupational health and safety standards.
- This position is also accountable for performing some of the following tasks, or a combination thereof:
  - Performing multiple stores activities.
  - Managing the information within the store.

- Has a sound knowledge of the employer's, and the site specific operations and products.

### 8.2.6 Import Clerk

An employee at this classification is responsible for coordinating progression of documents through clearance process from registration to final clearance. With respect to duties required in connection with duties in an International Freight Forwarding/Customs Brokerage establishment, employees at this level shall be required to have completed equivalent competencies in the Certificate III in Business (Office Administration) or Certificate IV in Australian and International Trade Facilitation. An employee will be appointed to this level by the company.

### 8.2.7 Customs Broker

Employees at this level are engaged as a Customs Broker. Employees so classified must be licensed under Part XI of the Customs Act 1901 (as amended to-date) and have attained certification under Certificate IV in Australian and International Trade Facilitation – customs Brokers Strand and hold a current ACS License. An employee will be appointed to this level by the company.

## 8.3 Rates of Pay

### 8.3.1 Administrative Employees rates of pay – Adult Employees

Grade	Weekly	Hourly	Casual	Sat	Sat 2	Sun
1	\$ 568.86	\$ 14.97	\$ 17.96	\$ 22.35	\$ 22.35	\$ 26.04
2	\$ 590.14	\$ 15.53	\$ 18.64	\$ 23.18	\$ 23.18	\$ 27.01
3	\$ 623.96	\$ 16.42	\$ 19.70	\$ 24.53	\$ 24.53	\$ 28.58
4	\$ 665.76	\$ 17.52	\$ 21.02	\$ 26.19	\$ 26.19	\$ 30.51

### 8.3.2 Administrative Employees rates of pay – Junior Employees

The minimum wage for juniors is based on age, and classification:

#### Grades 1 and 2

Age	Rate	Rate Based on
At 17 years of age	49.38%	Grade 1 adult rate
At 18 years of age	60.49%	Grade 1 adult rate
At 19 years of age	68.63%	Grade 1 adult rate
At 20 years of age	80.70%	Grade 1 adult rate

#### Grade 3 or above:

Age	Rate	Rate based on
At 18 years of age	58.78%	Grade 3 adult rate
At 19 years of age	67.18%	Grade 3 adult rate
At 20 years of age	79.32%	Grade 3 adult rate

All employees aged twenty one years and over must be paid the full rate of pay for their appropriate classification.

### 8.3.3 Warehouse Employees rates of pay – Adult Employees

Grade	Min Weekly (38 Hours)	Temporary Mon – Fri hourly rate	Casual Mon – Fri hourly rate	Min Saturday (all employees)	Min Sunday (all employees)
1	\$577.98	\$15.21	\$18.21	\$23.42	\$30.42
2	\$620.16	\$16.32	\$19.39	\$24.01	\$31.71
3	\$625.86	\$16.47	\$19.58	\$24.25	\$32.02
4	\$644.48	\$16.96	\$20.17	\$24.98	\$33.00
5	\$659.30	\$17.35	\$20.63	\$25.56	\$33.76

#### 8.3.4 Warehouse Employees rates of pay – Junior Employees

Age	Rate	Rate based on
At 18 years of age	67.5%	Grade 3 adult rate
At 19 years of age	80%	Grade 3 adult rate
At 20 years of age	92.5%	Grade 3 adult rate

All employees aged twenty one years and over must be paid the full rate of pay for their appropriate classification.

#### 8.3.5 Rates of Pay Import Clerk and Customs Brokers – Adult Employees

Grade	Min Weekly (38 Hours)	Temporary Mon – Fri hourly rate	Casual Mon – Fri hourly rate	Min Saturday (all employees)	Min Sunday (all employees)
Import Clerk	\$679.06	\$17.87	\$22.63	\$31.27	\$35.74
Customs Broker	\$787.74	\$20.73	\$26.25	\$36.28	\$41.46

8.4 These rates of pay incorporate the 2007 Australian Fair Pay Commission “Wage Setting Decisions 2/2007, 3/2007 and 4/2007”.

8.5 Appointment to one of the classifications contained in Clause 8.1 or 8.2 above is subject to the requirements of the Employer. The Employer will confirm in writing the classification of each employee. Movement or promotion through the classification structure is subject to the requirements of the Employer and subject to the Employer appointing an Employee in that position.

### 9 Casual Rates of Pay

9.1 Employees engaged as casuals will be paid in accordance with the rates contained in the relevant table for their stream and classification. These rates include a loading of 20% on the minimum hourly payment. This loading is in lieu of any entitlement to paid leave, notice of termination, severance pay or other benefit of permanent employment.

9.2 Where a casual employee works ordinary hours on a Saturday or a Sunday they are paid at the same hourly rate as for temporary employees with no casual loading added to these rates.

9.3 Where a casual employee works shift work, the employee will be entitled to the higher loading applicable to the work performed. To avoid doubt this means that a casual employee will not receive the casual loading on top of the shift loading.

9.4 The casual rate of pay shall be the Employee's ordinary rate of pay for all purposes.

## **10 Payment of Wages**

Employees will be paid weekly in arrears by EFT to an account nominated by the Employee.

## **11 Higher Duties**

11.1 Employees may be required to perform work at a higher level than the level under which they are engaged.

11.2 Employees who are required to perform duties of a higher level for a period in excess of 5 days will be paid for such time worked at the higher rate of pay.

## **12. Superannuation**

12.1 The Employer will make superannuation contributions on behalf of Employees to a complying superannuation fund in accordance with federal superannuation guarantee legislation.

12.2 An Employee's base earnings for the purposes of superannuation contributions is the pre-tax pay received by the Employee for his or her ordinary hours of work, not including any penalty payments or allowances up to a maximum 38 hours per week.

## **PART C - EMPLOYMENT**

### **13 Contract of Employment**

- 13.1 An Employee under this agreement may be engaged as a temporary or casual employee.
- 13.2 A temporary Employee may be engaged on a temporary full time, temporary part-time or fixed term basis.
- 13.3 A casual employee is engaged and paid by the hour, and as such is entitled to a minimum of 1 hours notice or pay in lieu thereof on termination.
- 13.4 Wages and conditions for temporary part time employees will be calculated on a pro rata basis unless otherwise expressly stated in this Agreement.
- 13.5 Temporary part-time employees will accrue their paid leave benefits in accordance with the provisions of the Act, subject to a maximum of 38 hours in any week being the basis of such accrual. For the purposes of clarification, annual leave accrues on the basis of 1/13<sup>th</sup> of the ordinary hours worked, and personal leave accrues on the basis of 1/26<sup>th</sup> of the ordinary hours worked
- 13.6 All new employees will be engaged on an initial Qualifying period of six months, the first three months of which will be a Probationary period.
- 13.7 Medical and WorkCover History
- 13.7.1 It is an obligation on all persons who are seeking to be employed by the Employer that they must reveal to the Employer any past medical conditions that they have had, that could impact upon their employment with the Employer, and any instances where they have applied for any benefit or entitlement from WorkCover, its predecessors or successors.
- 13.7.2 The Employer will be entitled to rely upon the advice received from new employees as to their previous medical and WorkCover history, and any claim made regarding any "pre existing conditions" that was not advised to the Employer at the time of the employment commencing will be opposed, and the advice of the employee will be made available to the Employer's insurers to defend the action.
- 13.7.3 The Employer can not discriminate against an employee as a result of the employee honestly advising the Employer in accordance with this clause.

### **14 Workplace Flexibility**

The Employer may direct an Employee to perform any duties that the Employer considers the Employee is capable of performing.

## **PART D – WORKING HOURS**

### **15 Ordinary Hours of Work**

- 15.1 The maximum ordinary hours of work for Employees, are 38 hours per week which may be averaged over a four week period.
- 15.2 The ordinary hours of work for employees may be worked any day at any time subject to the limitations contained in this clause.
- 15.3 The maximum ordinary hours of work on any day is 10 hours, not including unpaid breaks.
- 15.4 Employees must have a minimum 10 hour break between finishing work on one day and starting work the next day.
- 15.5 Ordinary hours can be worked on any five days out of seven in a week from Monday through to Sunday.

### **15.6 Shift Work**

- 15.6.1 Afternoon Shift means a shift that finishes after 7pm and before midnight. Where a temporary employee is rostered to work such a shift, the employee shall receive a shift loading of 15% in addition to the minimum hourly rate for their classification contained in clause 8.3
- 15.6.2 Night Shift means a shift that finishes after midnight and before 6am. Where a temporary employee is rostered to work such a shift, the employee shall receive a shift loading of 22.5% in addition to the minimum hourly rate for their classification contained in clause 8.3.
- 15.6.3 All employees working either a night or afternoon shift that is greater than 5 hours in duration are entitled to a paid twenty minute crib break.

### **16 Saturday, Sunday and Public Holidays**

- 16.1 Where an employee is required to work ordinary hours on a Saturday, they will be remunerated at the rate for Saturday work detailed at clause 8.3. To avoid doubt, the rate of pay for casual employees working on a Saturday is the same as for permanent employees.
- 16.2 Where an employee is required to work ordinary hours on a Sunday or Public Holiday, they will be remunerated at the rate for Saturday work detailed at clause 8.3. To avoid doubt, the rate of pay for casual employees working on a Sunday or a Public Holiday is the same as for permanent employees.

### **17 Overtime**

- 17.1 Where an employee works outside of the scope of ordinary hours, the employee will be entitled to paid overtime at the minimum Saturday hourly rate for the first three (3) hours of overtime, and at the minimum Sunday hourly rate for each hour thereafter for all overtime so worked. To avoid doubt, an employee is entitled to overtime in the following circumstances;

- 17.1.1 Where an employee works more than 10 hours in a day or single work period.
- 17.1.2 Where an employee works more than 152 hours in a four week roster period.
- 17.1.3 Where an employee works more than 5 days in any week.
- 17.2 The minimum hourly rate for the purposes of this clause is the rate nominated as “min hourly” in clause 8.3. Where an employee is required to work overtime on a Saturday, the overtime rate shall be the Saturday rate for the first three hours and the Sunday rate for all time worked in excess of three hours. For overtime on a Sunday, all time shall be remunerated at the Sunday rate.
- 17.3 Overtime where worked will be calculated on a daily basis. That is the first three hours of overtime on a day where overtime is worked will be remunerated at the Saturday rate and all additional hours will be remunerated at the Sunday rate.

## **18 Casual Employees**

- 18.1 Casual Employees may be required to work such days and hours as are required by the Employer, subject to the provisions of this clause.
- 18.2 The minimum engagement for casual employees will be two hours at the rate of pay for their classification provided for in Clause 8.3 plus the casual loading of 20%.
- 18.3 Where a casual employee is required to on a Saturday, Sunday or Public Holiday, the rate of pay for non-casual employees shall be paid to casual employees in lieu of the casual loading.
- 18.4 Where a casual works overtime, they will be remunerated in accordance with clause 17.

## **19 Part-time Employees**

Temporary part-time employees will be engaged for a minimum of three hours per day at the relevant hourly rate for their classification. Part time employees are entitled to the all of the benefits of full time employees on a pro rata basis.

## **20 Meal Breaks and Rest Breaks**

- 20.1 Non shift work employees who work for more than 5 hours are entitled to an unpaid break of 30 minutes to be taken at a suitable time as determined by the Employer.
- 20.2 Afternoon and Night Shift Employees are entitled to a paid 20 minute break during each shift. Breaks must be taken at a time that does not disrupt the operation of the Employer. This provision has been included to confirm the entitlement under clause 15.6.3 and is not an additional entitlement.

## **PART E - LEAVE**

### **21 Annual Leave**

- 21.1 All temporary Employees are entitled to accrue Annual Leave in accordance with the Act. Annual leave accrues on the basis of 4 weeks leave per year of service, with such accrual being made on a month by month basis. Annual leave is paid on the basis of a 38 hour week for full time employees, and pro rata for part time employees.
- 21.2 Continuous shift workers, as defined in the Act, are entitled to an additional week of annual leave for each year of service. The accrual of this additional week is on the same basis as the accrual for the four weeks of annual leave for all other employees.
- 21.3 Subject to the Employer's operational requirements, annual leave is to be taken at a time mutually agreed between the parties. The employee must give the Employer a minimum four week's notice of an intention to take annual leave.
- 21.4 An employee must take annual leave when the employer shuts down the business, or any part of the business, in which the employee works.
- 21.5 The Employer may instruct an employee to take annual leave when the employee's credited annual leave is 8 weeks or more or when the Employer shuts down the business, or any part of the business, in which the employee works.
- 21.6 Annual leave payments will be made on the basis of the employee's minimum weekly payment contained in clause 8.1. No additional loading or allowance is payable on this payment.
- 21.7 An employee, may take single days of annual leave, in which case the payment shall be 1/5<sup>th</sup> of the minimum weekly payment contained in clause 8.3.
- 21.8 An Employee may elect to cash out up to two weeks of the accrued annual leave entitlement each year. If an Employee accrues more than two weeks annual leave in any year, the leave accrual which carries over to subsequent years may be cashed out provided that a minimum two weeks annual leave is taken as time off each year. Election to cash out annual leave may only be made by notice in writing to the Employer and must be authorised by the Employer. Payment in lieu of annual leave will be made at a rate that is no less than the Employee's ordinary rate of pay at the time the election is made.
- 21.9 Accrued untaken annual leave will be paid out to the employee on termination of employment.
- 21.10 Employees who have exhausted their annual leave entitlements at the time of a closure of the Employer's business may be stood down without pay for the period of the closure.

### **22 Jury Service**

- 22.1 If an employee is required to attend for jury service during ordinary hours, the employee will be reimbursed an amount equal to the difference between the amount paid for the jury service and the amount of wages that would have been received for ordinary hours that would otherwise have been worked.

22.2 The employee will notify the Employer as soon as possible of the date upon which attendance is required for jury service. The employee will provide proof of attendance, the duration of the attendance and the amount of payment received in respect of the jury service.

## **23 Personal Leave**

23.1 Permanent Employees are entitled to paid personal leave each year in accordance with the Act. Personal leave accrues on the basis of 1/26<sup>th</sup> of ordinary hours worked per completed four week period up to a maximum of 76 hours in a year. For a full-time employee this is equivalent to 10 days per year, part-time employees are entitled to a pro rata amount. Personal leave is cumulative from year to year.

23.2 Personal leave will be available to employees who are unable to attend work for the following reasons:

23.2.1 personal illness and/or injury; or

23.2.2 to care for a member of the Employee's immediate family or household who needs their care and support because of an illness, injury or unexpected emergency.

23.3 Where an employee is absent on Personal Leave for two or more days, or where it is a single day absence on either a Friday, a Monday or a day on either side of a Public Holiday, or a substituted Public Holiday, the Employer may require the Employee to obtain a medical certificate verifying that the Employee is fit for work or to attend a medical practitioner nominated by the Employer for the purposes of assessment

23.4 An Employee must notify the Employer of his or her absence and intention to apply for personal leave as soon as reasonably practicable, and such notification must be made at least two hours before the commencement of their shift on the first day that they are unable to attend for duties.

23.5 Unused personal leave will not be paid out on termination of employment.

23.6 An Employee is not entitled to paid personal leave for any period in respect of which workers' compensation benefits are paid or payable to the Employee.

23.7 Where an Employee obtains workers compensation benefits for a period during which he or she received paid personal leave, the Employee shall repay the amount paid for that period and the Employer will re-credit the amount of personal leave to the Employee.

23.8 The Employee must provide a medical certificate from a medical practitioner to the Employer on each occasion that the Employee is absent on the grounds of personal leave.

23.9 Employees who have exhausted their personal leave entitlement may be granted unpaid personal leave of up to 2 days to care for a member of their immediate family or household who needs their care and support because of an illness, injury or unexpected emergency. This clause also applies to casual employees subject to compliance with the notice requirements of the Act.

## **24 Compassionate Leave**

- 24.1 Permanent Employees are entitled to paid compassionate leave on the basis of 3 days per occasion. For the purposes of this clause a days pay is equivalent to 1/5<sup>th</sup> the minimum weekly rate for the Employee's classification set out in Clause 8.1, as follows:
- 24.1.1 following the death of a member of the Employee's immediate family; or
  - 24.1.2 where a member of the Employee's immediate family or household contracts, develops or sustains an injury or illness posing a serious threat to their life.
- 24.2 The Employee may be required by the Employer to provide evidence verifying the reason for the absence, such as a death notice or a medical certificate relating to an illness of a family or household member.

## **25 Long Service Leave**

- 25.1 Subject to this clause, long service leave entitlements will be as provided in the relevant State Long Service Leave Act.
- 25.2 To the extent that the Long Service Leave Act confers a right or remedy in relation to the termination of employment of an Employee for a reason that is harsh, unjust or unreasonable, that right or remedy expressly excluded from operation under this Agreement.
- 25.3 An Employee may elect to cash out any accrued long service leave. Election to cash out long service leave may only be made by notice in writing to the Employer and must be authorised by the Employer. Payment in lieu of long service leave will be made at a rate that is no less than the Employee's ordinary rate of pay at the time the election is made.

## **26 Parental Leave**

- 26.1 The Parental Leave provisions contained in the Act will apply to all Employees, including eligible casual employees.
- 26.2 A summary of the entitlements of the Act in relation to parental leave is as follows:
- 26.2.1 After 12 months continuous service, Employees, including eligible casual Employees, are entitled to up to 52 consecutive weeks unpaid Parental Leave in respect of the birth or adoption of a child.
  - 26.2.2 An Employee must commence maternity leave no later than 6 weeks immediately prior to the expected date of birth of the child and must remain on maternity leave for a minimum period of 6 weeks following the birth of the child.
  - 26.2.3 Subject to sub-clause 26.2.4, an Employee is entitled on his or her return to work to the position which he or she held immediately before commencing Parental Leave.
  - 26.2.4 Where an Employee's position no longer exists but there are other vacant positions for which the Employee is qualified and is capable of performing, the Employee is entitled to a vacant position as nearly comparable in status and pay to that of his or

her former position. Such position may not be in the same location but should, if possible be in a location such that the Employee does not need to move his or her domicile.

- 26.3 To avoid doubt, subclause 26.2 is not intended to vary the parental leave provisions of the Act, and represents a summary of those provisions only.

## **27 Public Holidays**

- 27.1 Employees will be entitled to public holidays without loss of pay on New Years Day, Good Friday, Easter Monday, Christmas Day, Boxing Day, Australia Day, Anzac Day, Queen's Birthday, Labour Day and any other public holidays as declared, prescribed or gazetted by the relevant State or Territory Government.

### **27.2 Substitution of Public Holidays**

31.2.1 The day for taking Public Holidays may be substituted by consultation between the Employer and Employee(s).

31.2.2 Where a Public Holiday is substituted then any work performed on the day that the Public Holiday falls is to be treated as an ordinary day.

31.2.3 Where a Public Holiday is substituted then any work performed on the substituted day shall be paid for at Sunday time rates

- 27.3 Employees may be requested to work on public holidays and may only refuse such request on reasonable grounds.

- 27.4 Where the Employer and the Employee do not agree to substitute a Public Holiday any work performed on the Public Holiday shall be paid for at the rate provided for in clause 8.3.

## **28 Unauthorised Absence**

Where an Employee is absent from work without approval, the absence will be without pay and will not count as service for any purposes unless otherwise provided in this Agreement. Periods of unauthorised absence will not count as service for any purpose.

## **PART F - DISPUTES**

### **29 Disputes Procedure**

- 29.1 This clause applies only to disputes over the application or interpretation of this agreement.
- 29.2 Where there is a dispute:
- 29.2.1 the parties to the dispute will attempt to resolve the matter at the workplace level, including, but not limited to:
    - (a) the Employee(s) and their supervisor meeting and conferring on the matter;
    - (b) if the matter is not resolved at such a meeting, the parties will arrange further discussions at a more senior level of management;
  - 29.2.2 the parties may agree for the matter to be mediated by an approved private provider if the matter cannot be resolved at the workplace level;
  - 29.2.3 all parties will participate in the mediation process in good faith; and
  - 29.2.4 any party may appoint, in writing, another person to act on their behalf at any stage of the disputes process including in relation to the mediation process.
- 29.3 Where mediation occurs, the Employer will pay the costs of any mediator that is appointed but will not pay the costs of any person appointed by the Employee to represent him or her in the mediation process.
- 29.4 Where:
- 29.4.1 mediation fails to resolve the dispute;
  - 29.4.2 the parties do not agree to mediation; or
  - 29.4.3 the parties to the dispute are unable to agree on a mediator,
- the dispute may be referred by either party to the Australian Industrial Relations Commission for conciliation.
- 29.5 During the time the parties to a dispute are attempting to resolve the matter:
- 29.5.1 the Employees concerned will continue to work in accordance with the terms and conditions of their employment unless they have a reasonable concern about an imminent risk to their health or safety;
  - 29.5.2 subject to relevant provisions of any State law concerning occupational health and safety, even if an Employee has a reasonable concern about an imminent risk to their health or safety, the Employee must not unreasonably fail to comply with a direction of the Employer to perform other available work, whether at the same workplace or another workplace, that is safe and appropriate for the Employee to perform;

29.5.3 dispute resolution procedures shall be carried out as quickly as is reasonably practicable; and

29.5.4 a party to the dispute shall not commence an action to obtain a penalty under the Act, or to obtain damages for breach of this Agreement, or to enforce a provision of this Agreement or the Act unless:

(a) the party initiating the action has genuinely attempted to resolve the dispute at the workplace level; and

(b) either:

(i) a period of 7 days has expired from the date when the party initiating the action gave notice that mediation is not agreed;

(ii) the parties have agreed to mediation and that mediation has been completed; or

(iii) another party to the dispute has not complied with this clause.

### **30 Occupational Health and Safety**

The Employer recognises that the Relevant State Occupational Health and Safety Act and the Regulations made under that Act shall apply to all workplaces covered by this Agreement.

### **31 Training**

31.1 Employees shall be given access to and participate in training programs directly relevant to the work performed by the employees and the operational requirements of the Employer.

31.2 In establishing and delivering training the following principles shall be adhered to:

31.2.1 Training will be predominantly delivered on site while on the job, but when necessary off the job training will be provided;

31.2.2 Employees will participate in training programs aimed at multi-skilling and other appropriate training programs, these programs maybe in paid time or in unpaid time.

### **32 Induction Training**

32.1 All new employees shall complete the induction program.

32.2 Induction training shall be delivered on the job. Such time will be paid.

## **PART G - TERMINATION**

### **33 Termination of Employment**

- 33.1 The Employer may terminate an Employee's employment without prior notice if the Employee is guilty of serious misconduct, including theft.
- 33.2 An Employee will be deemed to have terminated his or her employment without notice if he or she is absent from work other than on approved leave for more than 3 consecutive working days without notifying the Employer during that time and obtaining his or her approval for the absence. The Employer must take reasonable steps to ascertain the intentions of the Employee including any reasons for absence during the 3 day period and prior to deeming the employment as terminated.
- 33.3 Subject to sub-clauses 33.1 and 33.2, the Employer may terminate the employment of a permanent employee by giving notice to the Employee in accordance with the table below:

<b>Employee's period of continuous service with the employer</b>	<b>Period of notice</b>
Not more than 1 year	At least 1 week
More than 1 year but not more than 3 years	At least 2 weeks
More than 3 years but not more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

- 33.4 The period of notice required of the Employer is increased by 1 week if the Employee:
- 33.4.1 is over 45 years age; and
  - 33.4.2 has completed at least 2 years of continuous service with the Employer
- 33.5 An Employee who resigns must provide the Employer with the same period of notice as specified in clause 33.3
- 33.6 Notwithstanding clause 33.5, the Employer may agree to a shorter period of notice from an Employee.
- 33.7 Where an Employee does not provide the Employer with the required notice under clause 33.5 and the Employer does not agree to a shorter period, the Employer may deduct and retain an amount equal to the Employee's normal pay for the period of required notice that was not given from the amount that the Employer is required to pay the Employee upon termination under this Agreement.
- 33.8 The Employer may make a payment in lieu of notice at the discretion of the Employer.
- 33.9 On termination of employment, any overpayments of remuneration or any other monies advanced to the Employee by the Employer become immediately due and payable and the Employer may retain such monies out of monies otherwise due and payable to the Employee (not including monies accrued as annual leave).
- 33.10 The Employer may withhold payment of an Employee's final payment on termination pending the return of any property or equipment of the Employer.

## 34 Redundancy

34.1 Redundancy occurs where the Employer has made a definite decision that it no longer wishes the job an Employee has been doing done by anyone and that decision leads to the termination of employment of the employee, except where this is due to the ordinary and customary turnover of labour.

34.2 Transfer to lower paid duties

Where an employee is transferred to lower paid duties by reason of redundancy the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and the Employer may at the Employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

34.3 Severance pay

An employee whose employment is terminated by reason of redundancy is entitled to severance pay on termination as set out below:

<b>Period of continuous service</b>	<b>Severance pay</b>
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay*
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 5 years	8 weeks' pay
5 years and less than 6 years	10 weeks' pay
6 years and less than 7 years	11 weeks' pay
7 years and less than 8 years	13 weeks' pay
8 years and less than 9 years	14 weeks' pay
9 years and less than 10 years	16 weeks' pay
10 years and over	12 weeks' pay

34.4 \*Week's pay is as defined in Clause 8.1 for the Employee's relevant classification.

34.5 Severance payments shall not exceed the amount which the employee would have earned if employment with the Employer had proceeded to the employee's normal retirement date.

34.6 An employee given notice of termination in circumstances of redundancy may terminate the employment during the period of notice of termination. In this circumstance the employee will be entitled to receive the benefits and payments they would have received under this clause had they remained with the Employer until the expiry of the notice, but will not be entitled to payment in lieu of notice.

34.7 Job search entitlement

During a period of notice of termination given by the Employer, an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the

purpose of seeking other employment. If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the Employer, be required to produce proof of attendance at an interview or he or she shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

#### 34.8 Transmission of business

34.8.1 Transmission includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and transmitted has a corresponding meaning.

34.8.2 The provisions of this clause are not applicable where a business is before or after the date of this Agreement, transmitted from the Employer (in this subclause called the transmittor) to another Employer (in this subclause called the transmittee), in any of the following circumstances:

- (a) where the Employee accepts employment with the transmittee which recognises the period of continuous service which the Employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee; or
- (b) where the Employee rejects an offer of employment with the transmittee:
  - (i) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the Employee at the time of ceasing employment with the transmittor; and
  - (ii) which recognises the period of continuous service which the Employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee.

#### 34.9 Employees exempted

This clause does not apply to:

- a) employees terminated as a consequence of serious misconduct that justifies dismissal without notice;
- b) probationary employees;
- c) trainees;
- d) employees engaged for a specific period of time or for a specified task or tasks; or
- e) casual employees.

## **PART H - OTHER CONDITIONS**

### **35 Anti-discrimination**

- 35.1 The Employer and the Employees shall take reasonable steps to prevent and eliminate discrimination.
- 35.2 Nothing in this clause:
  - 35.2.1 affects any different treatment (or treatment having different effects) which is exempted under State or Commonwealth laws relating to unlawful discrimination;
  - 35.2.2 prevents an Employee or the Employer, making an application under any State or Commonwealth law relating to unlawful discrimination; or
  - 35.2.3 affects the operation of the provisions of the Act relating to discrimination.

### **36 Compliance with Laws and Requirements**

- 36.1 Employees shall comply with:
  - 36.1.2 All Commonwealth and State laws applicable to the work and business of the Employer and to employment generally; and
  - 36.1.3 The Employer's policies, procedures and requirements. Provided that to the extent that those policies, policies and/or requirements relate to prohibited content as that term is defined in the Act, such content is expressly excluded from operation as a term of this Agreement.

### **37 Confidentiality**

- 37.1 An Employee may during the course of his or her duties obtain, or have access to, confidential information.
- 37.2 An Employee must not use the confidential information or disclose it to any person during or after his or her employment with the Employer except for purposes directly related to furthering the Employer's business.
- 37.3 The rights and obligations of the Employer and an Employee under this Clause will survive the termination of this Agreement.
- 37.4 Nothing in this Clause or elsewhere in this Agreement requires the parties to keep the contents of this Agreement confidential.
- 37.5 Nothing in this Clause replaces or in any other way alters existing agreements or contracts relating to confidentiality.

**SIGNATORIES**

**Signed on behalf of Front-Line Resources Management by its authorised representative**

**Signed on behalf of Front-Line Resources Management Employees by its authorised representative**

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Signature

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Signature

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