

Transcape Enterprises Pty Ltd

**ENTERPRISE
AGREEMENT
2024-2028**

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Title

This Agreement shall be known as the **Transcape Enterprise Pty. Ltd Enterprise Agreement 2024-2028**

1. Overview

General –

In this Agreement unless the contrary intention appears:

1.1 The "Agreement" means the Transcape Enterprise Pty. Ltd Enterprise Agreement 2024

1.2 The "Company" means Transcape Enterprises Pty. Ltd.

1.3 Coverage extends across **three core business areas** (2.1, 2.2 and 2.3 below);

1.4 This agreement will apply to any work carried out by employees in respect of gardening and landscaping services, nursery services, clerical works and/or related services.

The majority of Transcape's employees are engaged in "Gardening and Landscaping Services", however there is often cross-over of roles and responsibilities with Nursery Services.

1.5 The intent is to standardise and simplify employment conditions, wages and entitlements, demonstrating employees are better off overall under this Enterprise Agreement.

1.6 This agreement provides rates of pay and conditions for the employees of Transcape Enterprises Pty Ltd in lieu* of the Modern Awards provisions present or future which relate to the same or like matters contained in the applicable award(s) noted below.

**except where reference to the applicable award is required by law, and/or there is no provision contained in this agreement relating to the same or like specific provisions of this Agreement.*

1.7 Date and Operation

This Agreement shall take effect 7 days from the date approved by Fair Work Commission and shall remain in force for a period of Four (4) years.

1.8 Review

This agreement shall be reviewed 6 months after approval.

The parties may agree to commence negotiations in good faith aimed at concluding a new agreement prior to the end date of this agreement.

1.9 Commitment

The parties to this Agreement are committed to achieving Best Practice throughout the core business entities and are focussing on the below objectives:

Value and personal development of every employee

Continuous improvement through performance efficiency, safety, productivity & quality.

Commitment to the above principles shall include:

Consultative Mechanisms continue to operate

Improved forms of work organisation

Emphasis upon learning and skill recognition

Achieving Parity in methods of compensation

Client Enrichment strategies

2. Definitions

2.1 "Gardening and Landscape Services" means: the definition provided within modern award

MA000101.

- (a) the design, preparation and installation of pavements, landscape features, and/or associated lawns and gardens in parklands, public domain, and recreation areas.
- (b) maintenance or horticultural establishment work following practical completion of work.
- (c) the laying-out, construction, cultivation or keeping in order of gardens in connection with private houses.
- (d) landscape and environmental rehabilitation and restoration works on private or public lands; or the preparation and maintenance of gardens and grounds including related turf and renovation works in sports fields.

2.2 "Nursery Services" means the definition provided within modern award MA000033.

- (a) the propagation, planting, growing, cultivation, maintenance, sale, distribution or treating of plant material and associated nursery products in plant nurseries, flower, turf and tree farms or other similar enterprises.
- (b) the production and modification of growing media and clearing, treating, or preparing of land for the propagation, planting, growing, cultivation, maintenance, sales, and distribution or treating of plant material and associated products.

- (c) the processing, grading, packing, or storing of plant material and associated products as part of a nursery; and
- (d) the despatching and distribution of plant material and associated products in connection with work under clauses (a) to (c).

2.3 "Clerical Services" means the definition provided within award MA000002.

- (a) Includes recording, typing, calculating, invoicing, billing, charging, checking, receiving/answering calls, cash handling, telephone switchboard, attending reception desk and administrative duties of a clerical nature.

2.4 The "FW Act" means the Fair Work Act 2009 (Cth).

2.5 "FWA" means Fair Work Australia

2.6 The "FW Regulations" means regulations made under the FW Act.

2.7 "Workplace Right" has the same meaning as that contained in Section 341 of the FW Act as far as this applies to Employees.

2.8 "Adverse Action" has the same meaning as that contained in Section 342 of the FW Act as Far as this applies to Employees.

2.9 "Superannuation legislation" means the Superannuation Guarantee (Administration) Act 1992 (Cth), the Superannuation Guarantee Charge Act 1992 (Cth), the Superannuation Industry (Supervision) Act 1993 (Cth) and the Superannuation (Resolution of Complaints) Act 1993 (Cth),

2.10 "Superannuation legislation" means the Superannuation Guarantee (Administration) Act 1992 (Cth), the Superannuation Guarantee Charge Act 1992 (Cth), the Superannuation Industry (Supervision) Act 1993 (Cth) and the Superannuation (Resolution of Complaints) Act 1993 (Cth),

2.11 The "National Employment Standards" (NES) are minimum standards applying to employment conditions.

2.12 "Distant Work" means work at locations where it is not reasonable or possible for the Employee to return to their normal place of residence, or to any separately maintained residence, each night.

2.13 "Employee" means a person:

- (a) who is employed by the Company; and
- (b) who performs work nationally throughout Australia; and
- (c) who performs work in accordance with the classifications covered by this Agreement, and
- (d) has the meaning in the FW Act.

2.14 "The Company" has the same meaning as "Employer" as defined in the FW Act.

2.15 "Workplace Representative" means a person:

- (a) who is an Employee; or
- (b) chosen and appointed by an Individual Employee or a number of Employees to represent them in relation to the terms of this Agreement; or
- (c) who acts on the instructions of the Employee or Employees.

2.16 "Parties" to this Agreement shall mean the Company and the Company's Employees engaged on work classified in this Agreement.

2.17 "Apprentice" is an Employee who is bound by a contract of training for the acquisition of tradesperson qualifications which is registered with the appropriate State or Territory training authority or under the provisions of the appropriate State or Territory training legislation.

2.18 "Approved Training Provider" is a Technical and Further Education College or other training provider accredited by the appropriate State or Territory training authority.

2.19 "Adult Apprentice" is an Employee who is 21 years of age or older at the time of signing the contract of training.

2.20 "School-based Apprentice" is an Employee who is undertaking an Apprenticeship in accordance with the definition of "Apprentice" under this Agreement while also undertaking a course of secondary education.

3. Policies, Awards and Agreements

3.1 Duration of Agreement

- (a) This Agreement shall come into operation seven (7) days after the Agreement is approved by FWA under the FW Act.
- (b) The Agreement has a nominal expiry date of four (4) calendar years from the date of operation established by this clause.
- (c) The Agreement shall continue to apply beyond its expiration date until it ceases to operate by virtue of the operation of Sections 58, 224 or 227 of the FW Act.

3.2 Application

- (a) This Agreement deals with matters pertaining to the employment relationship between:
- (b) the Company; and,
- (c) Employees of the Company who are engaged in any of the core business areas defined by this Agreement.

3.3 Scope

- (a) This Agreement shall apply where the Company undertakes activities under one or more of the core business areas defined at point 1.1, 1.2 and 1.3.

3.4 Relationship to other Awards and Agreements

- (a) This Agreement operates subject to Chapter 2 of the FW Act to provide terms and conditions for Company Employees covered by the Agreement.

3.5 The relevant award for purposes of applying the better off overall test to this Agreement is the **"Gardening and Landscape Services" with definition provided within modern award MA000101**

- (a) Where modern award conditions have been excluded or modified by the terms of this Agreement, remuneration and other conditions of this Agreement have been set at a level to ensure that persons employed under this Agreement, are better-off-overall than they would otherwise be under the modern award.
- (b) This Agreement shall be read in conjunction with the NES.
- (c) Where this Agreement gives an Employee an entitlement that is the same as an entitlement under the NES:
 - those terms operate in parallel with the Employee's NES entitlement, but not so as to give the Employee a double benefit; and
 - the provisions of the NES relating to the NES entitlement apply, as a minimum standard, to the Agreement entitlement.

4. Contract of Employment

4.1 Engagement of Employees

Employees under this Agreement shall be employed in one of the following categories:

- (a) Full time Employees.
- (c) Part-time Employees
- (d) Casual Employees
- (e) Apprentices

4.2 At the time of engagement, the Company and the Employee will agree in writing whether:

- (a) the Employee is to be employed as full-time, part-time or casual Employee.
- (b) Upon the hours to be worked by the Employee, the days upon which the hours will be worked and commencing times for the work.
- (c) Upon the classification applying to the work to be performed.
- (d) Upon the period of employment.

4.3 Employment is subject to a probation period of three (3) months and a qualifying period of six (6) months.

4.4 All Employees shall be required to supply personal details for record keeping and other purposes pertaining to their employment. Employees may also be required to undertake a Pre-Placement Medical Examination.

4.5 An Employee that has knowingly provided false or misleading personal details and other information or false or misleading information in the preplacement medical may be summarily dismissed.

4.6 Full-Time Employment

A full-time employee is an employee who is engaged to work an average of 38 ordinary hours per week.

4.7 Part-time Employment

A part-time Employee is an Employee who works an average of fewer than 38 ordinary hours per week and has reasonably predictable hours of work.

- (a) For each ordinary hour worked, a part-time Employee will be paid no less than 1/38th of the minimum weekly rate of pay for the relevant classification and pro rata entitlement for those hours. The Company must inform a part-time Employee of the ordinary hours of work and the starting and finishing times.
- (b) Where the normal hours of a Part-Time Employee fall on a public holiday and work is not performed by the Employee, such Employee will not lose pay for the day.

- (c) A Part-Time Employee will not be required to work outside of the hours advised in accordance with this clause unless urgent and/or unforeseen circumstances intrude. In such a case, the Overtime Work provisions of this Agreement will apply.

4.8 Casual Employment

- (a) A Casual Employee is a person who is subject to a work pattern that is not regular and systematic, and that is not subject to any limit in terms of its duration.
- (b) A Casual Employee shall be paid 25% loading on the applicable hourly rate prescribed in the Table in the Appendices of this Agreement for the Employee's classification, for each hour of ordinary duty worked.
- (c) Where a Casual Employee performs overtime work, shift work, weekend work or public holiday, work the penalty payment applicable shall be calculated using the rates set out in the Table in the Appendices of this Agreement.
- (d) On each occasion a Casual Employee is required to attend work, the Employee shall be entitled to payment for a minimum of three (3) hours work, plus any relevant allowances for time actually worked.
- (e) A Casual Employee shall be entitled to all of the applicable rates and conditions of employment prescribed by this Agreement except payment for annual leave, annual leave loading, personal/carers leave, Domestic Violence leave, parental leave, jury service, public holidays and redundancy.

4.9 Apprentice Employment

- (a) The Company may engage Employees as indentured or trainee Apprentices.
- (b) Full time Apprentices under this Agreement are engaged for the purpose of undertaking a course of training specified in a Vocational Training Order approved by the Commissioner for Vocational Training.
- (c) Employment as an Apprentice under this Agreement will commence when the relevant training agreement has been signed by the Apprentice and the Company and lodged for registration with the Commissioner for Vocational Training.
- (d) Apprentices' employment is subject to a probation period of three (3) months.
- (e) Employment as an Apprentice under this Agreement shall cease when the Employee completes the period of the apprenticeship and other requirements specified in the Vocation Training Order applicable to the course undertaken.
- (f) The Company shall ensure that the Apprentice is permitted to attend the training course of program provided for in the Vocational Training Order. The Company shall also ensure that Apprentice receives appropriately supervised on-the-job training in accordance with the Vocational Training Order during the Apprenticeship period.
- (g) Apprentices will progress from one year to another upon satisfactory completion of the appropriate TAFE course for that year.
- (h) Where an Apprentice is unable to attend TAFE due to illness, they must provide a medical certificate to substantiate the absence. Where a medical certificate is not provided the Apprentice shall not be entitled to payment for that day.

4.10 School Based Apprentice

- (a) The Company may engage Employees as school-based Apprentices in accordance with the terms set out by the relevant state or territory training authority and in accordance with the terms of the Agreement.
- (b) Subject to this clause, a school-based Apprentice shall receive all employment conditions applicable to a full-time Apprentice on a pro rata basis.
- (c) A school-based Apprentice shall be permitted to be absent from work, without the loss of pay or continuity of employment, to attend the off-the job training in accordance with the contract of training.
- (d) A school-based Apprentice shall not be entitled to payment or to accrue entitlements while they are absent from work for the purposes of attending secondary school.
- (e) A school-based Apprentice may, upon ceasing their secondary education, transfer to a full time Apprenticeship, should one become available.

4.11 Flexibility Arrangements

An Employee and the Company covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement if:

- (a) The Agreement deals with one (1) or more of the following matters:
 - (i) arrangements about when work is performed.
 - (ii) rates of pay
 - (iii) overtime rates.
 - (iv) penalty rates.
 - (v) allowances.
 - (vi) leave loading; and

- (b) The arrangement meets the genuine needs of the Company and Employee in relation to one or more of the matters mentioned in paragraph (a); and
- (c) The arrangement is genuinely agreed to by the Company and Employee.

4.12 The Company must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under Section 172 of the FW Act 2009; and;
- (b) are not unlawful terms under Section 194 of the FW Act 2009; and
- (c) result in the Employee being better-off-overall than the Employee would be if no arrangement was made.

4.13 The Company must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of the Company and Employee; and
- (c) is signed by the Company and Employee; and
- (d) if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
- (e) includes details of:
 - (i) the terms of the 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 the employment as a result of the arrangement; and
 - (iv) states the day on which the arrangement commences.

4.14 The Company must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

4.15 The Company 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 Company and Employee agree in writing - at any time.

4.16 Stand Down of Employees

The Company may stand down an Employee (without pay) during a period in which the Employee cannot usefully be employed because of one of the following circumstances:

- (a) Industrial action (other than industrial action organised or engaged in by the Company);
- (b) A breakdown of machinery or equipment.
- (c) A stoppage of work for any cause for which the Company cannot reasonably be held responsible including a slowdown in the industry and shortage of work.

4.17 An Employee is not taken to be stood down during a period when the Employee:

- (a) is taking paid or unpaid leave that is authorised by the Company.
- (b) is otherwise authorised to be absent from their employment.

4.18 Employee Performance Management

Where the Company believes that an Employee is not meeting the standards of performance or conduct reasonable expected of them, the following procedures will apply:

- (a) In the first instance the Employee will be counselled as to where their performance or conduct is deficient. Where appropriate, the steps to be taken to remedy the deficiency will be identified and a review period will be set. In more serious cases a written warning may be issued at this stage.
- (b) If the Employee's work performance or conduct fails to improve to the standard reasonably required by the Company, the Employee will be counselled again, and the Company may issue a written warning advising the Employee that their employment is in jeopardy if there is not an immediate and sustained improvement by the Employee. In more serious cases, the Company issues, the Employee with a final written warning. A further monitoring and review period may be set if appropriate.
- (c) Should the matter still not be resolved, the Employee will be counselled again, and a further written warning may be given. This warning shall be a final warning unless, in the opinion of the Company, this is not warranted.

4.19 The Employee will at all stages be given the opportunity to make a response and have another Employee or support person present if they so wish.

4.20 Nothing prevents the Company from terminating the Employee's employment in accordance with this Agreement during any stage of this process.

5. Remuneration

5.1 Classification

- (a) Persons engaged as Employees under the terms of this Agreement shall be classified in accordance with the definitions set out in the relevant Appendix to the Agreement.
- (b) Any payments or other entitlements provided to Employees in excess of the minimum requirements set out in this Agreement (if applicable), may be off set against any liability, claim or entitlement that an Employee may claim against the Company with respect to their employment.

5.2 Rates of Pay

- (a) The wage rates set out in the relevant Appendices of the Agreement apply to full-time Employees engaged in the classifications described in the relevant Appendices of this Agreement over the life of the Agreement.
- (b) Rates apply on and from the beginning of the first pay period to commence after the date indicated. It is not intended for these rates to fall below the award rates. Should this occur the Company undertakes to ensure the rates remain equal to or above the award rates.

5.3 The rates of pay in Appendices to the Agreement have been calculated to incorporate the Industry Allowance, Special Allowance and where applicable, the Tool Allowance

5.4 Superannuation

- (a) The Company shall make superannuation contributions to the Construction and Building Industry (BUSSQ) fund, or a comparable fund nominated by the Employee, on behalf of Employees in accordance with the Superannuation Guarantee legislation.
- (b) The rate of contribution shall be of ordinary time earnings in accordance with superannuation legislation which may change from time to time.
- (c) "Ordinary Time Earnings" means the actual ordinary rate of pay the Employee receives for ordinary hours of work. This includes the Employee's wage rate (including casual loading), allowances, bonus', paid leave or holiday pay, payments made in lieu of notice or any other remuneration paid in relation to ordinary time worked.
- (d) Superannuation threshold of \$450.00 minimum per month earnings no longer applies.
- (e) Employees under the age of 18 years of age, who work less than 30 hours per week, shall not be entitled to any superannuation contribution.

5.5 Payment of Wages

All wages, allowances and other monies shall be paid weekly:

- (a) Into an account in the name of the Employee (whether jointly with another person) at a financial institution by electronic transfer of funds or other means; or
- (b) By other means to the Employee if there is agreement in writing between the Company and the Employee.
- (c) Weekly wages shall be processed to be accessible by the Employee no later than the close of business on Tuesday of each working week.
- (d) On becoming aware of any overpayment to an Employee the Company shall immediately notify the Employee of the overpayment, Employees shall pay back all monies overpaid.
- (e) In determining any termination payment, the Company may deduct from the payment any balance of outstanding monies owing to the Company, with the authority of the Employee.
- (f) The Company shall pay any termination entitlements by cheque or by direct debit into the Employee's nominated account with a bank or financial institution no later than two days after the termination.

6. Hours of Work

6.1 Ordinary Hours

- (a) The Ordinary hours of work for full-time employees will be 38 hours per week, averaged from Thursday to Wednesday, over a 4-week period. All ordinary hours shall be worked between the hours of 6.00am and 6.00pm and will not exceed 10 hours per day.
 - (b). An employee working overtime will be allowed a paid break of 20 minutes duration without deduction of pay after each 4 hours of overtime worked if the employee continues work after the break.
- (a) Start and finish times, and times for meal breaks shall be agreed between the parties from time to time. Where no agreement can be reached, the Company shall determine all reasonable work times that accord with business requirements.
 - (b) The working day will commence on the directed start time. Prior to the start time, all tools and minor materials are to be unpacked and ready for use at the start time. Finishing time will be on

the hour or half hour directed. An allowance should be made to pack up tools and materials and ensure the site is clean, safe and secure at the finishing time.

6.2 Overtime

- (a) Overtime shall be paid where an Employee works more than 38 hours in any one week averaged over a 4-week period, Thursday to Wednesday.
- (b) An overtime rate of 150% for all hours worked in excess of 10 hours, Monday to Saturday.
- (c) All calculation of overtime payments shall use the applicable ordinary time rates set out in the relevant Appendices of this Agreement.
- (d) All Employees agree to work a reasonable amount of overtime without notice in the event of unusual events such as delays or urgent rectification work for clients.
- (e) All Employees must make themselves available to work reasonable additional hours. Reasonable additional hours shall be determined through consideration of the following factors:
 - i. The Occupational Health and Safety risk of an Employee working any additional hours.
 - ii. The personal circumstances of the Employee
 - iii. The operational requirements of the Company
 - iv. The amount of notice provided to the Employee.
 - v. The amount of notice provided by an Employee of an intention to refuse work.
 - vi. The number of hours already worked by the Employee over the previous four-week period.
 - vii. Whether the Employee is being asked to work on a public holiday
- (f) This list is not exhaustive of all possible considerations to consider when determining reasonable additional hours. Communication with each Employee is the key in determining what will be reasonable.

6.3 Work on Sunday and Public Holidays

- (a) All work performed on a Sunday by Employees shall be paid at double time. A full time Employee undertaking work on a Sunday shall be paid for a minimum attendance of four hours.
- (b) All work performed by Employees on a public holiday shall be paid at a rate of double time, with a minimum payment for 4 hours.
- (c) As a rule, Employees will not work on public holidays. However, the Company may request an Employee to work on a public holiday if the request is reasonable.
- (d) If the Company requests an Employee to work on a public holiday, the Employee may refuse the request if:
 - i. The request is not reasonable; or,
 - ii. The refusal is reasonable.

6.4 Ordinary Time Meal and Rest Breaks

- (a) Employees are entitled to a paid rest period of 15 minutes between 9.00am and 11.00am for any day worked.
- (b) Employees are entitled to an unpaid meal break of 30 minutes no later than after five (5) hours of work in any day.
- (c) This meal break may be rescheduled to suit site operations, such as material deliveries, crane lifts or concrete pours. Where this occurs, the unpaid break may be taken either before or after the operation in question is complete.
- (d) If the Company requires an Employee to work during the unpaid break provided, the Employee shall be paid at the rate of time and a half for the period worked between the prescribed time of cessation for the usual meal break and the beginning of the time allowed in substitution for the meal break.

6.5 Overtime and Weekend Crib Breaks

- (a) A further crib break may be taken after each subsequent block of four (4) hours overtime worked, provided that work is resumed after the crib break. These crib breaks are paid at the rate applicable immediately prior to the crib break.
- (b) An Employee performing duty on a Saturday, Sunday or public holiday shall be allowed a crib break of 10 minutes after each four hours of work performed if the Employee continues work after such crib break.
- (c) Crib breaks connected with Sunday or public holiday work shall be paid at the rate applicable at the time that the break is taken.

6.6 Rest Period Before or After Overtime

- (a) When overtime work is necessary, wherever reasonably practical, it shall be arranged so that Employees have at least 10 consecutive hours off duty between the work of two successive days.
- (b) Where an employee (other than a casual employee) works so much overtime that there is less than 10 hours between finishing overtime on one day and starting their ordinary work on the next day, the employee will be released, subject to clause **Error! Reference source not found.** until they have had at least 10 consecutive hours off without loss of pay for ordinary working time occurring during such absence.
- (c) If, on the instructions of the employer, an employee resumes work or continues work without having had 10 consecutive hours off duty they will be paid at **200%** of the ordinary hourly rate until the employee is released from duty for such period and the employee can then be absent until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during that absence

a. Call Back

- (a) An Employee shall be deemed to be on a call back if the Employee is recalled to work overtime without receiving prior notice before ceasing work.
- (b) Any employee who is called back to work as defined in clause 7.8.1 shall be paid for a minimum of four (4) hours work at the appropriate overtime rate for each time so recalled, provided that any subsequent call backs occurring within a four-hour period of a call back, shall not attract any additional payment.
- (c) Except in the case of unforeseen circumstances arising, the Employee shall not be required to work the full four (4) hours if the job that the Employee was recalled to perform is completed within a shorter period. This sub-clause shall not apply in cases where it is customary for an Employee to return to the place of work to perform a specific job(s) outside the Employees ordinary hours, or where overtime is continuous subject to a reasonable meal break with the completion or commencement of ordinary hours.

b. Time in Lieu

- (a) To promote flexibility in the Workplace, an Employee may elect, with the consent of the Company, to take time off instead of payment for overtime at a time or times agreed with the Company.
- (b) The time in lieu entitlement shall be determined by the number of additional hours worked by the Employee (e.g. an Employee who has worked an additional hour shall be entitled to one hour off work as time in lieu).
- (c) Employees shall be required to provide the Company with at least 48 hours in notice, in writing, of a decision to take a day off in lieu.
- (d) Overtime taken as time off during ordinary hours must be taken at the ordinary time rate that is an hour for each hour worked.

c. Hours Flexibility

- (a) The parties recognise that workload in the industry may fluctuate. Accordingly, the hours worked will be as required and the Employees will be given all possible notice of the hours required per day, which will usually be no less than four (4) hours and no more than ten (10) hours a day.
- (b) A five (5) or six (6) day working week will be the usual requirement, but in terms of the hours to be worked and the days on which work is to be performed the parties shall adopt a reasonably flexible approach.

7. Leave

7.1 Accrual of Entitlements/Continuity of Service

- (a) Accrued entitlements of full-time or part-time Employees as at the date of lodgement of this Agreement shall carry forward as entitlements under this Agreement. Those entitlements shall be applied in accordance with the provisions of this Agreement.
- (b) The following reasons for absence are to be included in calculating continuous service for purposes of accrual of entitlements:
 - i. Any paid Personal/Carer's Leave, Annual Leave or Long Service leave taken.
 - ii. Any absence on unpaid community leave
- (c) Entitlements to Annual Leave, Personal/Carer's Leave and Redundancy do not accrue if an Employee has an absence that is for any other reason.

- (d) Absences for reasons other than those that count for calculating continuous service do not otherwise break the continuity of the Employee's employment with the Company.
- (e) An Employee is not entitled to take or accrue any leave or absence (whether paid or unpaid) when the Employee is absent from work because of a personal illness, or a personal injury, for which the Employee is receiving workers compensation payments. This limitation does not prevent an Employee from taking unpaid parental leave during a period where the Employee is receiving workers compensation payments.

7.2 Annual Leave

- (a) All full-time and part-time Employees are entitled to annual leave. Payment for annual leave shall be made at the Employee's base rate of pay for the Employee's ordinary hours of work in the period. That is, the applicable rate set out in the relevant Appendices of the Agreement.
- (b) A period of 20 working days, Monday to Friday, shall be allowed annually to a full time Employee. A pro-rata entitlement shall accrue to a part time Employee.
- (c) Annual Leave accrues at the rate of 1/12 of a week of leave for each completed week of continuous employment up to a maximum of four (4) weeks in any anniversary to anniversary.
- (d) An Employee taking leave may request to be paid in advance for the period of leave taken. This advance payment shall be the amount of wage the Employee would have received on a pay day during the period of leave, for the ordinary time hours the Employee would have worked had they not been on leave during the period.
- (e) If a public holiday occurs during a period of annual leave, that public holiday shall be added to the period of leave.
- (f) No payment shall be made in lieu of annual leave unless the payment is made in lieu of an Employee's entitlements at the time of terminating employment. A full-time or part-time Employee who terminates their employment, or whose employment is terminated by the Company, shall be entitled to a payment for any credit of annual leave not taken and leave loading not already paid.
 - (i) Annual Leave during shutdown – if the company intends to shut down all or part of its operation for a particular period for the purpose, among others, of allowing annual leave to the employees concerned or a majority of them (**temporary shutdown period**); and
 - (ii) wishes to require affected employees to take paid annual leave during that period.
- (b) The employer must give the affected employees one month's written notice of a temporary shutdown period, or any shorter period agreed the employer and the majority of relevant employees.
- (c) The employer must give written notice of a temporary shutdown period to any employee who is engaged after the notice is given under clause 1.1(b) and who will be affected by that period, on the date of their engagement.
- (d) The employer may direct the employee to take a period of paid annual leave to which the employee has accrued an entitlement during a temporary shutdown period.
- (e) A direction by the employer under clause 1.1(d):
 - (i) must be in writing; and
 - (ii) must be reasonable.
- (f) The employee must take paid annual leave in accordance with a direction under clause 1.1(d).
- (g) In respect of any part of a temporary shutdown period which is not the subject of a direction under clause 1.1(d), an employer and an employee may agree, in writing, for the employee to take leave without pay during that part of the temporary shutdown period.

Annual leave in advance

An employee may take annual leave in advance during a temporary shutdown period in

- (a) An employer and employee may agree in writing to the employee taking a period of paid annual leave before the employee has accrued an entitlement to the leave.
- (b) An agreement must:

- (i) state the amount of leave to be taken in advance and the date on which leave is to commence; and
- (ii) be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

NOTE: An example of the type of agreement required by clause 7.2 is set out at Schedule G—Agreement to Take Annual Leave in Advance. There is no requirement to use the form of agreement set out at Schedule G—Agreement to Take Annual Leave in Advance.

- (c) The employer must keep a copy of any agreement under clause 20.5 as an employee record.
- (d) If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 7.2, the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.
- (h) In determining the amount of paid annual leave to which an employee has accrued an entitlement, any period of paid annual leave taken in advance by the employee, in accordance with an agreement under clause 7.2 to which an entitlement has not been accrued, is to be taken into account.

7.3 Annual Leave Loading

- (a) In addition to the payment prescribed in clause 7.2 hereof, an eligible full-time or part-time Employee will be entitled to an annual leave loading calculated at 17.5% on the payment due to them for their accrued annual leave entitlement. This loading shall be paid on accrued leave paid out on termination.

7.4 Personal/Carer's Leave

This clause applies to Employees, other than Casual Employees.

- (a) An Employee is entitled to 10 days of paid Personal/Carer's leave based on the Employee's ordinary hours of duty and the Employee's ordinary rate of pay for each completed year of continuous employment with the Company.
- (b) An employee's entitlement to paid Personal/Carer's leave accrues progressively during the first year of service at the rate of one day of leave on the first day of the month after commencement of employment, and on each successive first of the month up to the maximum credit of 10 days leave for the year.
- (c) For the second and subsequent years of employment a credit of a further 10 days of personal/carers leave accrues on the anniversary of employment.
- (d) All accrued personal leave shall be available for use as Carer's leave in accordance with the provisions outlined below.
- (e) An Employee may take paid Personal/Carer's leave if the leave is taken:
 - i. Because the Employee is unfit for work because of a personal illness or personal injury, affecting the Employee; or
 - ii. 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,
 - iii. Because of an unexpected emergency affecting a member of the Employee's family.
- (f) An Employee may take unpaid Carer's leave on a particular occasion if the leave is taken to provide care or support as provided for in sub-clause 9.4.6 of this Agreement.
- (g) Casual Employees engaged in continuous service with the Company shall be entitled to personal leave limited to the provision of the sub-clause 9.4.3 of this Agreement. Payment for such leave is loaded in the casual hourly rate provided in the relevant Appendices of this Agreement. Accordingly, it is agreed that casual Employees shall not receive further payment for leave taken under this clause.

7.5 Compassionate Leave

- (a) An Employee is entitled to two days of compassionate leave for each occasion when a member of the Employee's immediate family or a member of the Employee's household:
 - i. Contracts or develops a personal illness that poses a serious threat to their life; or,
 - ii. Sustains a personal injury that poses a serious threat to their life; or,
 - iii. Dies.

- (b) An Employee may take compassionate leave on occasion if the leave is taken:
 - i. For the purpose of spending time with the member of the Employee's immediate family or household who has contracted or developed the serious personal illness, or sustained the serious personal injury; or,
 - ii. After the death of the member of the Employee's immediate family or household.
- (c) An Employee must take compassionate leave for a particular permissible occasion as:
 - i. A single continuous period of two days; or,
 - ii. Two separate periods of one day each; or,
 - iii. Any separate periods to which the Employee and the Company agree.
- (d) If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the Employee may take the compassionate leave for that occasion at any time while the illness or injury persists.
- (e) For Casual Employees, compassionate leave is unpaid leave.

7.6 Notice of Absence

- (a) An Employee must give the Company notice of the taking of Personal/Carer's Leave, or Compassionate if the Employee is taking leave.
- (b) The notice:
 - i. Must be given to the Company by 6.00am on the first day of the absence, or as soon as is reasonably practicable after this time and.
 - ii. Must advise the Company of the period or expected period of the leave.
- (c) An Employee who has given the Company notice of the taking of such leave must, is required by the Company, provide evidence that would satisfy a reasonable person that:
 - i. If it is paid Personal/Carer's leave - the leave is taken for a reason specified in the clause relating to accrual of Carer's/Personal Leave; or,
 - ii. If it is unpaid Carer's leave- the leave is taken for a permissible occasion in circumstances specified in the clause relating to unpaid Carer's Leave; or,
 - iii. If it is compassionate leave - the leave is taken for a permissible occasion in circumstances specified in the clause relating to Compassionate Leave.
- (d) The Company may request evidence in the form of a certificate from a treating medical or clinical practitioner, a notice published in a newspaper or other media, or other evidence required to satisfy the Company.
- (e) An Employee is not entitled to take Personal/Carer's Leave, Unpaid Carer's Leave or Compassionate Lave unless the Employee gives notice of the absence in accordance with this Clause.

7.7 Immediate Family or Household

- (a) The entitlement to Compassionate and Carer's leave is subject to the person being either a member of the Employee's household or a member of the Employee's immediate family being:
 - i. A spouse of the Employee. A de facto spouse means a person who lives with the Employee as their husband or wife on a bona fide domestic basis; and
 - ii. A child or an adult child (including an adopted child, a stepchild, or an ex-nuptial child), parent, grandparent, grandchild, or sibling of the Employee of spouse of the Employee.

8. Additional Leave

8.1 Community Service Activities

- (a) Each of the following is an eligible community service activity:
 - i. Jury service (including attendance for the purpose of jury selection) that is required by or under a law of the Commonwealth or of a State or Territory; or,
 - ii. Carrying out a voluntary emergency management activity (within the meaning of Section 109 of the FW Act;) or,
 - iii. An activity prescribed by the FW Regulations.

8.2 Absence While Engaging in a Community Service Activity

- (a) An Employee who engages in an eligible community service activity is entitled to be absent from their employment for a period if the period consists of one or more of the following:
 - i. Time when the Employee engages in the activity.
 - ii. Reasonable travelling time associated with the activity.

- iii. Reasonable rest time immediately following the activity; and,
- iv. Unless the activity is jury service - the Employee's absence is reasonable in all the circumstances.

8.3 Notice Regarding Absence

- (a) An Employee who wants an absence from their employment to engage in a community service activity must give the Company notice of the absence.
- (b) The Notice:
 - i. Must be given to the Company as soon as reasonably practicable (which may be a time after the absence has started); and
 - ii. Must advise the Company of the period, or expected period, of the absence.
- (c) An Employee who has given the Company notice of an absence under this clause must, if required by the Company, provide evidence that would satisfy a reasonable person that the absence is because the Employee has been or will be engaging in an eligible community service activity.
- (d) An employee's absence from their employment is not permissible unless the Employee complies with this clause.

8.4 Payment to Employees (Other Than Casuals) on Jury Service

- (a) This clause applies if:
 - i. An Employee is absent from their employment for a period because of jury service in accordance with this clause; and,
 - ii. The Employee is not a Casual Employee.
- (b) The Company shall pay the Employee at the Employee's base rate of pay for the Employee's ordinary hours of work in the period.
- (c) The Company may require the Employee to give the Company evidence that would satisfy a reasonable person:
 - i. That the Employee has taken all necessary steps to obtain any amount of jury service pay to which the Employee is entitled; and,
 - ii. Of the total amount (even if it is a nil amount) of jury service pay that has been paid, or is payable, to the Employee for the period.
- (d) If the Company requires the Employee to provide the evidence referred to in sub-clause 10.4.3 of this Agreement:
 - i. The Employee is not entitled to payment under sub-clause 8.4 unless the Employee provides the evidence; and,
 - ii. If the Employee provides the evidence the amount payable to the Employee under this clause is reduced by the total amount of jury service pay that has been paid, or is payable, to the Employee, as disclosed in the evidence.
- (e) If an Employee is absent because of jury service in relation to a particular injury service summons for a period, or several periods, of more than 3 days in total:
 - i. The Company is only required to pay the Employee for up to 3 days of absence; and
 - ii. The evidence provided in response to a requirement under this clause need only relate to the first 5 days of absence; and,
 - iii. The reference in this clause to the total amount of jury service pay as disclosed in evidence is a reference to the total amount so disclosed for the first 10 days of absence.

8.5 Parental Leave

- (a) An Employee will be entitled to Parental Leave (and related entitlements) in accordance with the FW Act.

8.6 Long Service Leave

- (a) All Long Service leave is covered by Q Leave for all onsite and contract employees.

8.7 Leave Without Pay

- (a) An Employee wishing to take any leave without pay must give the Company at least one (1) weeks' notice. Leave without pay will only be approved at the Company's absolute discretion. Leave without pay will not be considered as time in service for the accrual of any form of leave including rostered days off where applicable.

8.8 Family and domestic violence leave

Paid family and domestic violence leave

Entitlement to paid family and domestic violence leave.

- (1) An employee is entitled to 10 days of paid family and domestic violence leave in a 12-month period.
- (2) Paid family and domestic violence leave:
 - (a) is available in full at the start of each 12-month period of the employee's employment; and
 - (b) does not accumulate from year to year; and
 - (c) is available in full to part-time and casual employees.
- (3) For the purposes of subsection (2), if an employee is employed by a particular employer:
 - (a) as a casual employee; or
 - (b) for a specified period of time, for a specified task or for the duration of a specified season; the start of the employee's employment is taken to be the start of the employee's first employment with that employer.
- (4) The employee may take paid family and domestic violence leave as:
 - (a) a single continuous 10-day period; or
 - (b) separate periods of one or more days each; or
 - (c) any separate periods to which the employee and the employer agree, including periods of less than one day
- (5) To avoid doubt, this section does not prevent the employee and the employer agreeing that the employee may take paid or unpaid leave in addition to the entitlement in subsection (1) to deal with the impact of family and domestic violence

Confidentiality

- (1) Employers must take steps to ensure information concerning any notice or evidence an employee has given under section 107 of the employee taking leave under this Subdivision is treated confidentially, as far as it is reasonably practicable to do so.
- (2) An employer must not, other than with the consent of the employee, use such information for a purpose other than satisfying itself in relation to the employee's entitlement to leave under this Subdivision. In particular, an employer must not use such information to take adverse action against an employee.
- (3) Subsection (2) has effect subject to subsection (4).
- (4) Nothing in this Subdivision prevents an employer from dealing with information provided by an employee if doing so is required by an Australian law or is necessary to protect the life, health or safety of the employee or another person.

Payment for compassionate leave (other than for casual employees)

If, in accordance with this Subdivision, an employee, other than a casual employee, takes a period of compassionate leave, the employer must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the period.

8.9 Public Holidays

- (a) A full-time Employee shall be entitled to observe public holidays without reduction of ordinary pay. (No payment shall be made for Easter Saturday or Easter Sunday unless the employee works on those days)
- (b) An Employee is entitled to a day off on a public holiday, subject to the Company requesting an Employee to work on a particular public holiday.
- (c) An Employee may refuse the request (and take the day off) if the Employee has reasonable grounds for doing so.
- (d) The following days are considered public holidays:
 - New Year's Day
 - Australia Day
 - Good Friday
 - Easter Saturday
 - Easter Sunday
 - Easter Monday
 - Anzac Day
 - Christmas Day

- Boxing Day
 - King's Birthday
 - Labour Day
 - And any other day, or part-day, declared under a law of a State or Territory to be observed generally within the State, Territory, or a region of the State or Territory, as a public holiday.
- (e) Where an Employee is absent from their employment on the working day before, or the working day after a public holiday, they shall provide a Doctors Certificate or other acceptable evidence to support an application for such leave on the day.
- (f) Employees shall not receive pay for public holidays while receiving workers compensation benefits.

9. Insurance

9.1 Workers Compensation

- (g) An Employee entitled to worker's compensation payments will be paid their relevant base rate of pay in accordance with the relevant Appendices of this Agreement for the first 26 weeks of incapacity and then if still employed revert to the statutory rate as advised by the Company's insurer.
- (h) Where an Employee is absent from work and receiving workers compensation benefits and such absence falls over a Public Holiday payment for the public holiday shall be made by the Workers Compensation Insurer or the Company but not both.

10. Termination

10.1 Notice of Termination (Full Time Employees)

The following provisions shall apply to **Full Time Employees**:

- (a) The required period of notice is to be calculated as follows:
- i. calculate the period of notice using the table at the end of this sub-clause; and then
 - ii. increase the period of notice by one (1) week if the Employee:
 - is over 45 years old; and
 - has completed at least two (2) years of continuous service with the company.

Employee's period of continuous service with the Company	Period of Notice
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

- (b) Notice of termination of employment shall be given by either party to this Agreement. The Company may pay the dismissed Employee the equivalent to the notice period in lieu of receiving notice; alternatively, an Employee may forfeit payment for the notice period.
- (c) An Employee shall be allowed one (1) hour prior to termination to gather, clean, sharpen, pack and transport tools.
- (d) Nothing in this clause shall affect the right of the Company to dismiss an Employee without notice for misconduct or refusing duty.
- (e) An Employee shall be entitled to receive payment upon termination for all unused Annual Leave, Rostered Day Off entitlements if applicable and Long Service Leave entitlements.

10.2 Notice of Termination (Casual Employees)

- (a) Termination of all casual engagements shall require one (1) hour notice on either side or the payment or forfeiture of one (1) hour pay, as the case may be.
- (b) The Company may advise a casual Employee that their services are not required the next day, or until advised by the Company. This advice must be given on a day that the Employee works before the Employee ceases duty. Such advice constitutes notice of termination for the purposes of this Agreement.

10.3 Termination of Apprenticeship

- (a) An Apprenticeship is terminated when the Apprentice completes the period of training, and meets other requirements, specified in the Vocational Training Order applicable to the course undertaken.
- (b) An Apprenticeship may be suspended or cancelled during its term by the Commissioner for Vocational Training in accordance with provisions of the Apprenticeship and Traineeship Act 2001.
- (c) Where an Apprenticeship is suspended or cancelled, the Company will provide the apprenticeship with two weeks' notice of the date upon which the suspension or cancellation is to take place.
- (d) Where an Apprenticeship comes to an end, is suspended, or cancelled, the Apprentice's termination entitlements will be banked into their account at the end of the next day period.
- (e) Payment for superannuation and any other allowances prescribed by this Agreement will not be made for the notice period where payment is made in lieu of notice.

10.4 Abandonment of Employment

- (a) Absence of a full time or part time Employee from work for a continuous period exceeding three working days without the consent of the Company shall be prima facie evidence that the Employee has abandoned their employment.
- (b) If an Employee does not establish to the Company's satisfaction that they were absent for reasonable cause, within a period of 7 working days from the date of last attendance, or the date of the last approved absence, the Employee shall be deemed to have abandoned their employment.
- (c) The abandonment of employment by the Employee shall be deemed to take effect from the date of last attendance, or the date of the last absence for which Company consent was given.
- (d) In such circumstances, payment shall be made up to the time of abandonment only and no notice is payable. The Employee will forfeit pay in the amount of the notice period not given.

10.5 Summary Dismissal

- (a) Nothing in this clause affects the Company's ability to dismiss an Employee without notice for unreasonable refusal of duty, gross negligence, or other misconduct sufficiently serious for the Company to treat the Employee's conduct as repudiation of the employment contract, bringing the contract to an end.
- (b) In such circumstances, payment shall be made up to the time of dismissal only and no notice is payable.
- (c) The circumstances where summary dismissal will be warranted include but are not limited to:
 - Violence, harassment, or abuse in any form whatsoever shown towards fellow Employees, clients or anyone else related to work with the Company,
 - Damage caused by an Employee to the Company property found to be the result of gross negligence or intentionally caused by the Employee,
 - Disregard for Company policy, rules or the welfare of fellow Employees or customers,
 - Any activity bringing disrepute to the Company or its other Employees,
 - Unlawful behaviour that causes detriment to the Company,
 - Breach of Safety
 - Theft,
 - Wilful disobedience or misconduct,
 - Refusal or neglect of duty,
 - Insubordination,
 - Concealment of material fact on engagement,
 - Obscenity,
 - Conviction for an offence that renders the Employee completely unable to work,
 - Falsifying information in any personal record, including time or wages records, or the lodgement of a false Worker's Compensation claim,
 - Possession, use of dealing in any prohibited drug or other restricted or dangerous substance during working hours or on Company premises,
 - Disclosure to other persons of information relating to Company security arrangements or IT
 - Duplication of Company keys without permission from a Company Director
 - Acts of incitement or actual acts of discrimination or harassment on the grounds of race, sex, gender, age, religion, physical appearance, or ethnic origin.

10.6 Consultation Arrangements

- (a) Consultation arrangements apply if:
 - i. the Company has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to the Company; and
 - ii. the change is likely to have a significant effect on Employees of the Company.
- (b) The Company must notify the relevant Employees of the decision to introduce the major change.
- (c) The relevant Employees may appoint a representative for the purposes of the procedures referring to consultation arrangements.

10.7 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 Company of the identity of the representative.
- (c) the Company must recognise the representative.

As soon as practicable after making its decision, the Company must:

- (d) 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 Company is taking to avert or mitigate the adverse effect of the change on the Employees; and
- (e) 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.
- (f) The Company is not required to disclose confidential or commercially sensitive information to the relevant Employees or their representatives.
- (g) The Company must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- (h) A major change is likely to have a significant effect on Employees if it results in:
 - i. the termination of the employment of Employees; or
 - ii. major change to the composition, operation, or size of the Company's workforce or to the skills required of Employees; or
 - iii. the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - iv. the alteration of hours of work; or
 - v. the need to retrain Employees; or
 - vi. the need to relocate Employees to another workplace; or
 - vii. the restructuring of jobs.
- (i) In this term, "relevant Employees" means the Employees who may be affected by the major change.

11. Redundance/Severance

- (a) This clause shall apply to full time Employees where the Company has made a definite decision to introduce changes in jobs in progress, work programme, organisation, structure, or technology that are likely to have significant effects on the operational requirements of the Company, and on Employees.
- (b) Significant effects include termination of employment, major changes in the composition, operation, or size of the Company's workforce or in the skills required.
- (c) The Company may terminate the employment of an Employee on the grounds of redundancy where the Company has made a definite decision that it no longer wishes the job the Employee has been doing done by that, or any other person.

- (d) In cases where the Company terminates employment on grounds of redundancy, the actual Employee(s) to be retrenched shall be determined by considerations such as: -
- Company operational requirements.
 - Employee's classifications.
 - Employee's experience, skills, and ability; and,
 - Employee's personal qualities, and service record, including length of service, attendance, punctuality, and general reliability.
- (e) The Company shall provide Employees with one (1) day notice of redundancy or pay in lieu of such notice.
- (f) In addition to the period of notice prescribed above, an Employee whose employment is terminated by reason of redundancy shall be entitled to severance pay in accordance with the following table:

Period of continuous service with the Company	Redundancy/Severance Pay
1 year or more but less than 2 years	4 weeks' pay
2 years or more but less than 3 years	6 weeks' pay
3 years or more but less than 4 years	7 weeks' pay
4 years or more but less than 5 years	8 week's pay
5 years or more but less than 6 years	10 week's pay
6 years or more but less than 7 years	11 week's pay
7 years or more but less than 8 years	13 week's pay
8 years or more but less than 9 years	14 week's pay
9 years or more but less than 10 years	16 week's pay
At least 10 years	12 week's pay

- (g) If any employee resigns from their position redundancy pay does not apply.
- (h) At times when the company has fewer than 15 employees and is classed as a small employer redundancy pay will not apply.
- (i) A casual Employee is not entitled to redundancy pay unless the casual Employee has, immediately before that time, been engaged by the Company on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months.
- (j) Service as an Apprentice will entitle an Employee to accumulate credits towards the payment of a redundancy benefit in accordance with this clause if the Employee completes an Apprenticeship and remains in employment with the Company for a further 12 months.
- (k) Provided that an employee employed for less than twelve months shall be entitled to a redundancy/severance payment of 1.75 hours per week of service if, and only if, redundancy is occasioned otherwise than by the Employee.
- (l) A week's pay is defined as 38 hours at the Employees' rate of pay as provided in this Agreement without any allowances.

The above redundancy provisions do not apply in any of the following circumstances:

- Where an incoming Company offers to continue the employment of the Employee.
- Downturn in industry and lack of work
- Where the Company transfers the Employee to a related Company and ensures continuity of service.
- Where employment is terminated because of conduct that justifies instant dismissal, including malingering, inefficiency, misconduct, or neglect of duty, or in the case of casual Employees, Apprentices or trainees engaged for a specific period or for a specific task or tasks.

- (m) The Company may utilise funds it has paid into a redundancy trust fund to meet its obligation for redundancy payments to Employees.

12. Health and Safety

- (a) The parties to this Agreement are committed to the safe operation of machinery and equipment, to the observance of safe working practices, the proper use of all personal safety equipment and to the safety and health of all Employees and other persons who may enter the workplace.
- (b) Smoking is not permitted inside Company premises, Company Sites, (including toilets) or vehicles.
- (c) Employees should immediately notify Company management by completion of the relevant form if they injure themselves at work or subsequently become aware of any injury or disease that they may have sustained during employment with the Company.

13. Equipment and Apparel

13.1 Protective and Working Clothing

- (a) The Company shall provide hard hats, gloves, protective eye wear, hearing protection, and other appropriate personal protective equipment required by Employees when carrying out their work.
- (b) Within four weeks of commencing their employment with the Company new Employees will receive the following items of work clothing:
- Two (2) Long Sleeve Shirts.
- (c) Equipment and clothing shall be replaced by the Company based on fair wear and tear. Company clothing to be returned when employment is terminated, or employee resigns.
- (d) Employees may be required to pay for the replacement of items lost, or damaged through negligence or a lack of proper care.
- (e) The Company may require that old items of apparel are presented for inspection if required prior to replacement.
- (f) Employees are expected to wear Company provided clothing and maintain it in a tidy manner, and to display a professional Company image.
- (g) Employees will be reimbursed for the supply of steel cap boots to the value of \$130.00 including GST annually upon the provision of a tax invoice. Reimbursement will be subject to fair wear and tear.

13.2 Supply of Vehicles

- (a) The Company may provide full time Employees with a services motor vehicle for the purposes of: -
- Travel between their place of residence and work sites.
 - Transfer from site to site during working hours.
 - Carriage of other Employees, Company equipment or working materials as required; and,
 - Other purposes authorised by the Company.
- (b) The Company shall ensure that the motor vehicle provided is registered, insured and is in a fully roadworthy condition when it is provided to an Employee for use in accordance with this clause. The Company shall pay for the cost of fuel, oil and lubricants, other consumables, and maintenance for fair wear and tear.
- (c) An Employee supplied with a vehicle is required to always comply with applicable laws and shall exercise due care in overall use of the Company vehicle provided, as well as in its garaging and security.
- (d) An Employee supplied with a vehicle shall take all reasonable steps to ensure that the vehicle is appropriately cleaned and maintained on a weekly basis. Repairs to a vehicle for wear and tear that is above and beyond a level reasonable for the industry shall be the full responsibility of the Employee.

13.3 Company Owned Tools

- (a) Where an Employee is supplied with Company owned equipment and/or tools, such equipment/tools, shall be the sole responsibility of the Employee. It is agreed that Employees covered by this Agreement shall carry Company owned tools (electric drill, screw gun, power leads, safety harness and any other associated Company (tools of trade) between sites without penalty to the Company.
- (b) It is agreed that Employees covered by this Agreement shall carry Company owned tools (electric drill, screw gun, power leads, safety harness and any other associated Company tools of trade) between sites without penalty to the Company.
- (c) The Company may deduct from an employee's wages the cost of replacement of any Company owned tool/equipment for which the Employee is assigned if the tools/equipment cannot account for or are damaged.

14. Anti-Discrimination

- (a) It is agreed that:
 - The parties will achieve a principal object of the FW Act, which is to respect and value the diversity of the workforce by helping to prevent and eliminate discrimination at their enterprise based on age, race, colour, sex, sexual preference, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction, or social origin.
 - Any dispute concerning these provisions and their operation will be progressed initially under the dispute resolution procedure in this agreement; and
 - Nothing in these provisions allows any treatment that would otherwise be prohibited by anti-discrimination provisions in applicable Commonwealth, State or Territory legislation.

15. Settlement of Disputes

- (a) This clause sets out procedures for settling disputes involving persons whom this Agreement applies that arise because of:
 - i. The operation of the Agreement.
 - ii. The operation of the NES.
 - iii. An Employee covered by this Agreement.
 - exercising, or
 - benefiting from, or
 - participating in an activity or process that is a workplace right; or,
- (b) An Employee covered by this Agreement believing that another Employee covered by this Agreement has taken adverse action against them.
- (c) An Employee who is a party to a dispute may appoint a representative for the purposes of the progressing the procedures in this clause.
- (d) In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee or Employees and relevant Supervisors and/or Management.
- (e) If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to FWA.
- (f) FWA may deal with the dispute in 2 stages:
 - 1. FWA shall first attempt to resolve the dispute as it considers appropriate, including mediation, conciliation, expressing an opinion or making a recommendation; and,
 - 2. If FWA is unable to resolve the dispute at the first stage, FWA may then:
 - Arbitrate the dispute; and,
 - Make a determination that is binding on the parties.
- (g) While the parties are trying to resolve the dispute using the procedures in this clause: -

- i. An Employee must continue to perform their work as they would normally unless they have a reasonable concern about an imminent risk to their health or safety; and,
- ii. An Employee must comply with a direction given by the Company to perform other available work at the same workplace, or at another workplace, unless: -
 - The work is not safe; or,
 - Applicable occupational health and safety legislation would not permit the work to be performed; or,
 - The work is not appropriate for the Employee to perform; or,
 - There are other reasonable grounds for the Employee to refuse to comply with the direction.
- (h) The parties to the dispute agree to be bound by a decision made by FWA in accordance with this term.
- (i) Where FWA arbitrates a dispute, it may also use the powers that are available to it under the FW Act.
- (j) 15.9 A decision that FWA makes when arbitrating a dispute under provisions of this clause, is a decision for the purpose of Div 3 of Part 5.1 of the FW Act. Accordingly, an appeal may be made against the decision.
- (k) In discharging its role and exercising its powers under this procedure, FWA must not determine an outcome that is inconsistent with the National Code of Practice for the Construction Industry, Australian Government Implementation Guidelines for the National Code of Practice for the Construction Industry, or a State or Commonwealth Law.

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16. Endorsement of Agreement

(a) 16.1 The parties recognise that each has a responsibility to ensure the successful operation of this Agreement. This signatures below testify the fact that the Agreement has been endorsed by the Parties.

(b) This Agreement is made on the day of2024

13.3 Executed for and on behalf of the Company:

Signed by Director	
Director's Name	
Address of Director	
<hr/>	
Signed by Witness	
Witness Name	
Address of Witness	

13.4 Signed by the Employee Representative:

Signed by Employee Representative	
Representative's Name	
Address of Representative	
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Signed by Witness	
Witness Name	
Address of Witness	

Schedule 1 - Classification

The majority of the Company's Employees are engaged in Gardening and Landscaping Services. This classification table has been adapted from MA000101 to reflect equivalent employee classifications within the Nursery Services and Clerical Services core business areas.

Agreement Classification		Criteria/Requirements
Landscape Labourer A1-Introductory Level	A1.1	This is an entry level position.
Assistant Trade A1.2 -Level 1	A1.2	An employee at this level is undertaking training for a period of not more than 3 months which may include information on the workplace, conditions of employment, introduction to supervisors and fellow workers, training and career path opportunities, workplace layout, work and documentation procedures, work health and safety, equal employment opportunity and quality control/assurances.
Assistant Trade A1.3-Level 2	A1.3	<p>An employee at this level performs routine duties essentially of a manual nature and to the level of their training:</p> <ul style="list-style-type: none"> performs general labouring and cleaning duties. ▪ exercises minimal judgment. ▪ works under direct supervision. ▪ undertakes training so as to enable them to work at Level 1; and ▪ assists on trade works and routine landscape tasks.
Assistant Trade A2 -Level 1	A2.1	<p>An employee at this level performs routine duties essentially of a manual nature and to the level of their training:</p> <ul style="list-style-type: none"> performs general labouring and cleaning duties. ▪ exercises minimal judgment. ▪ works under direct supervision. ▪ undertakes training so as to enable them to work at Level 1; and ▪ assists on trade works and routine landscape tasks.
Assistant Trade A2 -Level 1	A2.1	<p>An employee at this level performs simple or routine tasks essentially of a manual nature and to the level of their training:</p> <ul style="list-style-type: none"> exercises minimal skills, knowledge and decision-making. works under direct supervision, and is given regular direction or guidance and results are constantly monitored; and

		undertakes general gardening/landscaping duties.
Assistant Trade A3 -Level 2	A3.2	<p>An employee at this level performs work above and beyond the skills of an employee at Level 1 and to the level of their skills, competence and training:</p> <ul style="list-style-type: none"> works in accordance with standard operating procedures and established criteria. works under direct supervision either individually or in a team environment. understands and undertakes basic quality control/assurance procedures including the ability to recognise basic quality deviations/faults. understands and utilises basic statistical process control procedures. follows safe work practices and can report workplace hazards; and uses, and performs routine maintenance on, gardening tools and equipment.
Assistant Trade A4 -Level 3	A4.3	<p>An employee at this level will have completed a course in horticulture at a recognised training institution and performs work above and beyond the skills of an employee at Level 2 and to the level of their skills, competence and training:</p> <ul style="list-style-type: none"> is responsible for the quality of their own work subject to routine supervision. works under routine supervision either individually or in a team environment. exercises discretion within their level of skills and training. assists in the provision of on-the-job training; and is experienced in gardening work and has demonstrated competence in plant and lawn maintenance and development, tree and shrub identification and the use and care of lawn mowers, edging machines and rotary hoes.
Landscape Tradesperson A5 -Level 4	A5.1	<p>An employee at this level will have:</p> <ul style="list-style-type: none"> completed a satisfactory period of apprenticeship in horticulture and possesses a recognised trade qualification. completed a Parks and Gardens Certificate III, a Landscaping Certificate III, a Greenkeeping Certificate III or equivalent; or not less than 3 years' experience in practical horticulture and possesses the skills, knowledge, and experience to perform work within the scope of this level.
Landscape Tradesperson A5 -Level 4	A5.2	

		<p>An employee at this level performs work above and beyond a Level 3 employee and to the level of their skills, competence, and training:</p> <ul style="list-style-type: none"> understands and applies quality control techniques. exercises good interpersonal and communications skills. exercises discretion within the scope of this classification level. performs work under limited supervision either individually or in a team environment. performs work which while primarily involving the skills of the employee's trade is incidental or peripheral to the primary task and facilitates the completion of the whole task. Such incidental or peripheral work would not require additional formal technical training; and can inspect products and/or materials for conformity with established operational standards.
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Agreement Classification		Criteria/Requirements
Landscape Tradesperson A6 -Level 5	A6.1	<p>An employee at this level:</p> <ul style="list-style-type: none"> is a trades qualified person who has completed relevant post trade training at Certificate IV or Diploma level from a recognised Registered Training Organisation; or holds a trade certificate and/or possesses the skills, knowledge, and experience to perform work within the scope of this level.
Landscape Tradesperson A6 -Level 5	A.6.2	<p>An employee at this level performs work above and beyond a Level 4 employee, and to the level of their skills, competence and training:</p> <ul style="list-style-type: none"> works from complex instructions and procedures. assists in the provision of on-the-job training. co-ordinates work in a team environment or works individually under general supervision; and is responsible for assuring the quality of their own work.
Landscape Tradesperson A6 -Level 5	A.6.3	<p>An employee at this level may be in charge of gardens, engaged in maintenance and/or development of suburban areas, parks, gardens and specialised horticultural construction work.</p>

Appendix 2 - Wage Rates

Under this agreement, there is no productivity allowance payable. The productivity allowance has been applied to the base rate of pay following adjustments. The rates of pay are inclusive of special allowance, industry allowance, and tool allowance payable pursuant to the reference award. They shall apply over the life of the agreement for the calculation of Employee remuneration, and for any calculation of employee redundancy pay, public holiday pay, personal leave and annual leave entitlement.

NOTE: Rates shall apply on and from the beginning of the first pay period to commence after the date indicated.

Full time and Part time Employees – Monday to Saturday 6.00am to 6.00pm

Agreement Classification	Gardening & Landscaping Services Award	Starting Rate Upon Commencement of Agreement \$	1st July 2024 \$	1st July 2025 \$	1st July 2026 \$	1st July 2027 \$	1st July 2028 \$
Landscape Labourer Introductory Level	Introductory	24.00	24.00	25.20	26.46	27.78	29.16
Assistant Tradespers on Level 1	L 1		26.00	27.30	28.66	30.09	31.59
Assistant Tradespers on Level 2	L 2		28.00	29.40	30.87	32.09	33.69
Assistant Tradespers on Level 3	L 3		30.00	31.50	33.07	34.72	36.45
Assistant Tradespers on Level 4	L4		31.00	32.55	34.17	35.88	37.68
Tradespers on Level 5	L5		32.00	33.60	35.28	37.04	38.89

Full -time and Part-time junior employees overtime rates

The **junior hourly rate** is based on a percentage of the appropriate adult weekly rate (rounded to the nearest 10 cents) divided by 38 and rounded to the nearest cent in accordance with clause **Error! Reference source not found..** Adult rates apply from 20 years of age in accordance with clause **Error! Reference source not found..**

Juniors

The minimum wage payable to a junior will be the percentage of the adult rate prescribed for the classification in which the employee is employed as set out below.

	%of Adult Wage
17years and under	70
18 years	80
19 years	90
20 years	100

Apprenticeship rates other than adult apprentices

(b) Apprentices who commenced their apprenticeship on or after 1 January 2014 must be paid the following minimum percentage of the minimum wage rates for the tradesperson classification (Level 4 rate):

Year of Apprenticeship	Have not completed year 12	Have completed year 12
	% of Level 4 Rate	
1 st year	50	55
2 nd year	60	65
3 rd year	75	75
4 th year	95	95

Adult apprenticeship rates

(a) Adult apprentices who commenced their apprenticeship on or after 1 January 2014 must be paid the following minimum wage rates:

Year of apprenticeship	Minimum wage rate
1 st Year	80% Level 4 rate
2 nd year	Introductory Level rate
3 rd year	Introductory Level rate
4 th year	95% of Level 4 rate

A person employed by an employer under this award immediately prior to entering into a training agreement as an adult apprentice with that employer must not suffer a reduction in their minimum wage by virtue of entering into the training agreement, provided that the person has been an employee in that enterprise for at least 6 months as a full-time employee or 12 months as a part-time or regular casual employee immediately prior to commencing the apprenticeship. For the purpose only of fixing a minimum wage, the adult apprentice must continue to receive the minimum wage that applies to the classification specified in clause 15 in which the adult apprentice was engaged immediately prior to entering into the training agreement.

15.5 Apprentice conditions of employment

- (a) Except as provided in clause 15.5 or where otherwise stated, all conditions of employment specified in this award apply to apprentices.
- (b) **Block release training**
- (i) Clause 15.5(b) applies to apprentices required to attend block release training identified in or associated with their training contract.
- (ii) Where the training requires an overnight stay, the employer must pay for the excess reasonable travel costs incurred by the apprentice in the course of travelling to and from the training.
- (iii) Clause 15.5(b)(ii) does not apply where the apprentice could attend a closer Registered Training Organisation (RTO), and use of the more distant RTO is not agreed between the employer and the apprentice.
- (c) For the purposes of clause 15.5(b)(ii), excess reasonable travel costs include:
- (i) the total costs of reasonable transportation (including transportation of tools where required);
- (ii) accommodation costs incurred while travelling (where necessary); and

- (iii) reasonable expenses incurred while travelling, including meals, which exceed those incurred in travelling to and from work.
- (d) Excess reasonable travel costs do not include payment for travelling time or expenses incurred while not travelling to and from block release training.
- (e) **Reduction of payment**
 - (i) Payment under clause 15.5(b) may be reduced where an apprentice is eligible to receive travel costs to attend the block release training under a government apprentice assistance scheme.
 - (ii) The payment may be reduced by the amount the apprentice is entitled to receive under the scheme.
 - (iii) A payment reduction will only apply if an apprentice has either received assistance under the scheme or their employer has advised them in writing of the availability of the assistance.
- (f) **Reimbursements of course fees and materials**

An employer must reimburse an apprentice for the following costs paid by the apprentice:

 - (i) all training fees charged by an RTO for prescribed courses; and
 - (ii) all prescribed textbooks (excluding those textbooks which are available in the employer's technical library) for the apprenticeship.
- (g) An employer must make the reimbursements in clause 15.5(f) at the later of:
 - (i) within 6 months of the commencement of the apprenticeship or the relevant stage of the apprenticeship; or
 - (ii) within 3 months of starting training provided by the RTO.
- (h) Reimbursement under clause 15.5(f) is not payable when there is unsatisfactory progress.
- (i) An employer may meet its obligations under clauses 15.5(f) and 15.5(g) by paying any fees and/or cost of textbooks directly to the RTO.
- (j) **Attending training**
 - (i) An apprentice will be released from work to attend any training and assessment specified in, or associated with, the training contract.
 - (ii) An apprentice's attendance at training must be without loss of continuity of employment and be paid at the appropriate wages.
 - (iii) Time spent attending training will be counted as time worked for the purposes of calculating the apprentice's wages and determining their employment conditions.
- (k) Clause 15.5(j)(iii) operates subject to the provisions of Schedule E—School-based Apprentices.
- (l) Except in an emergency, an apprentice must not be required to work overtime or shiftwork at times which would prevent their attendance at training consistent with their training contract.

Leading Hand Allowance

A leading hand allowance may be payable from time to time to employees responsible for running projects or sections of projects. The payment of such allowance is at the discretion of the Project Manager, Operations Manager or General Manager. This payment will usually only apply to those employees that do not usually perform at this level on projects and are paid for such higher duties in their hourly rate as indicated in the Classifications.

In charge of 1 to 2 employees = \$19.90 per week
 In charge of 3 to 6 employees = \$39.80 per week
 In charge of 7 to 9 employees = \$49.75 per week
 In charge of 10 or more employees = \$69.95 per week

A.4 Accommodation and Board During Distant Work

A.4.1 The Company may require an Employee to undertake distant work at location where it is not reasonable or possible for the Employee to return to their normal place of residence each night.

A.4.2 Where this occurs, the Company shall provide the Employee with accommodation in a hotel, motel or rented premises at no expense to the Employee. This accommodation shall be in clean and well-maintained premises, and be of an adequate standard, in a single or shared room with adequate furnishings, bedding, floor coverings, lighting, heating and access to bathroom facilities.

A.4.3 Where accommodation is provided by the Company, a living away from home allowance will be paid at \$75.00 per day for:

- The cost of three adequate meals each day; and
- For other incidental expenses incurred by the Employee while undertaking distant duty.

Where an employee stays at the accommodation on the weekend rather than return home, the employee shall be entitled to the additional days living away from home allowance or board.

B. Inclement Weather Procedure

B.1 Inclement weather means rain, or abnormal climatic conditions such as hail, snow, cold, high wind, severe dust storm, extreme high temperature, or any combination of these.

B.2 The procedures set out below shall apply if it is either not reasonable, or not safe, for Employees exposed to these climatic conditions to continue working.

B.3 Where an Employee has less than one month of continuous employment with the Company, the maximum entitlement for time lost due to inclement weather shall be 8 hours for each completed week of continuous employment.

B.4 Employees shall accept transfer to an area or site not affected by inclement weather if, in the opinion of the Company, useful work is available in that area or site. If it is necessary, and consistent with safe working procedures, to walk through inclement areas, in order to make areas safe, reasonable personal protection will be provided.

B.5 If only a part of a project is affected by inclement weather, all other Employees not affected shall continue working, regardless of the fact that some Employees may not be gainfully employed due to inclement weather.

B.6 Employees shall be transferred to work within the scope of their skill, competence, and training, consistent with the classification structure of the Agreement.

B.7 Where it is necessary to transfer to another site or location, transport shall be provided, or payment made for use of an Employee's own vehicle, at ordinary time rates.

B.8 Where a full time Employee is not able to perform any work at any location because of inclement weather, the Employee shall receive payment at the ordinary rate. Payment for time lost due to inclement weather is subject to a maximum of 32 hours pay in any calendar month for each Employee.

B.9 Where Employees are prevented from working by inclement weather and have not been assigned duties where it is reasonable and safe to work, the Company may release Employees from any requirement to remain on-site. Employees may be released from duty where Employees have been prevented from working:

- For more than an accumulated total of four hours of ordinary time in any one day; or after the meal break, for more than an accumulated total of 50% of the normal afternoon work time; or,
 - During the final two hours of the normal workday for more than an accumulated total of one hour. If the employee's clothes become wet as a result of working in the rain during a concrete pour he/she shall, unless he/she has a change of dry working clothes available be allowed to go home without loss of pay.
- 4) The provision of paragraph (3) herein shall also apply in case of emergency work where the employees concerned, and their delegate agree that the work is of an emergency nature and can start and/or proceed.

Schedule G—Agreement to Take Annual Leave in Advance

Link to PDF copy of [Agreement to Take Annual Leave in Advance](#).

Schedule H—Agreement to Cash Out Annual Leave

Link to PDF copy of [Agreement to Cash Out Annual Leave](#).

Schedule F—Agreement for Time Off Instead of Payment for Overtime

Link to PDF copy of [Agreement for Time Off Instead of Payment for Overtime](#).

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