



Lineage AUS TRS Pty Ltd

Welshpool Enterprise Agreement 2024

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## SECTION 1 APPLICATION AND OPERATION OF THIS AGREEMENT

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### 1.1 Title of Agreement

This Agreement will be known as the Lineage AUS TRS Pty Ltd Welshpool Enterprise Agreement 2024.

### 1.2 Parties

This Agreement shall be binding upon:

- (a) Lineage AUS TRS Pty Ltd, of 100-130 Abbotts Road, Dandenong South, A.C.N. 059 512 159 (“the Employer”),
- (b) Shop, Distributive and Allied Employees’ Association, (“Union”), its officers and members, &
- (c) all Employees, whether members of the Union or not, whose employment is at any time when this Agreement is in operation subject to the Agreement (“the Employees”).

### 1.3 Duration of Agreement

Subject to the *Fair Work Act 2009*, this Agreement will come into operation on the 7<sup>th</sup> day after its approval by the Fair Work Commission and will have a nominal expiry date of 30 June 2027.

### 1.4 Location and Coverage

This Agreement covers Employees in the storage services and wholesale industry (as defined in the Storage Services and Wholesale Award 2020), in the classifications listed in this Agreement who are employed at the Employer’s facility at 158 Kurnall Road, Welshpool (or any site that replaces this facility) within the State of Western Australia.

### 1.5 Scope of Agreement

This Agreement shall constitute a comprehensive Enterprise Agreement operating to the exclusion of any Award or other enterprise agreement.

This Agreement entirely replaces the Lineage AUS TRS Pty Ltd Western Australia Enterprise Agreement 2022. However, this Agreement does not affect any entitlement that an employee accrued under that agreement prior to the Commencement Date.

### 1.6 Definitions

The following definitions will apply throughout the Agreement except where an alternate definition for the same term is provided in a particular clause or section of this Agreement, in which case the alternate definition will apply.

**Act** means the *Fair Work Act 2009 (Cth)*, as amended from time to time.

**Agreement** means this document, including any Schedules, Annexures and terms from any industrial instrument that has been incorporated by reference.

**Employee** refers to any Employee whose employment is subject to this Agreement. All references to an Employee also includes the plural.

**Employer** means Lineage AUS TRS Pty Ltd.

**NES** means the National Employment Standards under Part2-2 of the Act.

**Nominal hours worked** for the purposes of calculating annual leave and personal/carer’s leave entitlements, refers to the sum of:

- (a) the ordinary hours of work that the Employee was required to work, and did work; and
- (b) the number of hours of paid authorised leave taken by the Employee; during a particular period up to a maximum of 38 hours per week.

Any absences which do not count as service under the Act, and periods for which the Employee is not entitled to be paid as a result of taking industrial action, are not included as part of the nominal hours worked.

**Ordinary rate of pay** means the Employee's rate of pay as prescribed by this Agreement; excluding overtime rates, penalty rates, shift allowances, cold temperature, meal and first-aid allowances.

### **1.7 Objectives of this Agreement**

The objective of this Agreement is to create greater flexibility in employment practices within the workplace and to provide Employees with greater employment security, certainty of remuneration and entitlements, and workplace flexibility.

This Agreement is designed to:

- create a harmonious work environment based on mutual trust and understanding;
- increase efficiency and productivity through the development and effective utilisation of Employee skills and building of competencies;
- provide high standards of workplace health and safety; and
- ensure that the principles of equal opportunity in employment are applied and that any discrimination, harassment and vilification is excluded from the workplace.

### **1.8 No extra claims**

The parties to this Agreement will not pursue any extra claims that affect an Employee's terms and conditions of employment, whether or not those terms and conditions relate to a matter that is expressly covered by this Agreement, for the duration of this Agreement.

### **1.9 Variation of Agreement**

The parties can agree in writing to vary this Agreement at any stage of its operation. The variation to the Agreement will come into operation from the date the variation is lodged with the Fair Work Commission.

## **SECTION 2 TYPES OF EMPLOYMENT AND CLASSIFICATIONS**

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### **2.1 Probation**

A new Employee will be on probation for up to the first 6 months of engagement. The Employee must be advised in advance that the employment is probationary, and of the duration of the probationary period. The purpose of the probationary period is to determine the Employee's suitability for ongoing employment. During this period, the Employee's work performance may be assessed. At any time during the probationary period, the Employer or the Employee can terminate the employment by giving 1 weeks' notice of termination (per clause 7.2.1 of the Agreement) or by the Employer choosing to make payment in lieu of notice.

### **2.2 Categories of employment**

Each Employee will be engaged on one of the following bases:

#### **2.2.1 Full-time employment**

A full-time Employee is an Employee who is regularly engaged for 38 ordinary hours of work per week.

#### **2.2.2 Part-time employment**

A part-time Employee is an Employee who is engaged to work ordinary hours which total less than 38 hours per week. Rostered part-time hours of work will be set in writing, in consultation with the Employee to best meet the operational requirements. A part-time Employee will be eligible, on a pro rata basis, for all full-time Employee entitlements prescribed in this Agreement.

#### **2.2.3 Flex up**

A part-time Employee may increase (flex-up) their ordinary hours of work, above rostered hours, by individual agreement with the Employer. Such additional hours will be paid at the Employee's ordinary hourly rate of pay to a maximum of 38 hours in a 1 week period.

Flex up arrangements will be rostered 7 days prior or less by mutual agreement provided that the notice to flex up is given prior to the end of the previous shift.

#### 2.2.4 Casual employment

A casual Employee is an employee who is engaged on an hourly basis. A casual employee is one engaged generally to perform irregular, seasonal and on-call work in order to meet peak demands. Note: this definition is subject to and affected by the definition of 'casual employee' under the Act.

A Casual Employee may be dismissed at any time on 1 day's notice, or by the Employer choosing to make payment in lieu of notice, except in the case of conduct warranting summary dismissal.

A casual employee will be guaranteed not less than 4 hours' engagement every start.

The ordinary rate of pay for a casual Employee is set out in the rates of pay table and includes a casual loading of **25%** which is in lieu of annual leave, paid personal/carers leave and termination/redundancy entitlements, unless otherwise specified in this Agreement.

#### 2.2.5 Casual conversion

Offer and requests for conversion from casual employment to full-time or part-time employment and disputes arising from any offers or requests made for casual conversion are governed by the NES.

#### 2.2.6 Fixed-term employment

A fixed term Employee is an Employee who is hired for a fixed period of time, to complete a specific project or task, or to replace another Employee on leave. A fixed term Employee is entitled to all the benefits of full-time employment under this Agreement on a pro-rata basis (but not to redundancy pay or notice of termination if their employment ceases at the expiry of the fixed term).

### 2.3 Classifications of employment

The following positions are covered by this Agreement and are indicative tasks:

Job title	Job description
<b>Grade 1</b> Storeperson	<ul style="list-style-type: none"><li>• Operation of all appropriate materials handling equipment</li><li>• Performing basic recording functions</li><li>• Identify and categorise products</li><li>• Match products to locations based on specific criteria</li><li>• Undertake transfer and handling requirements</li><li>• Take delivery of stock</li><li>• Organise the storage and despatch of stock</li><li>• Periodic stock checks</li><li>• Responsible for housekeeping in own work environment</li><li>• Participate in continuous improvement solutions</li><li>• Participate in safety initiatives</li></ul> <p><b>Promotional criteria</b> An Employee will remain at this level until they are assessed as capable so as to enable them to progress to the next level, and where a position becomes available</p>

Job title	Job description
<p><b>Grade 2</b> Skilled Storeperson</p>	<ul style="list-style-type: none"> <li>• Operation of all appropriate materials handling equipment under licence</li> <li>• Shift loads in accordance with workplace requirements including loading and unloading of vehicles</li> <li>• Identify and categorise products</li> <li>• Match products to locations based on specific criteria</li> <li>• Identify appropriate transfer and handling requirements</li> <li>• Take delivery of stock</li> <li>• Organise the storage and despatch of stock</li> <li>• Check &amp; complete documentation</li> <li>• Basic computer operation</li> <li>• Housekeeping and periodic stock checks</li> <li>• Assembling of goods for dispatch in accordance with the specifications of the consignment</li> <li>• Estimate load limits for transport and/or storage</li> <li>• May be required to perform any of the duties of a lower level</li> </ul> <p><b>Promotional criteria</b> An Employee will remain at this level until they are assessed as capable so as to enable them to progress to the next level, and where a position becomes available</p>
<p><b>Grade 3</b> Senior Skilled Storeperson</p>	<ul style="list-style-type: none"> <li>• Operation of all appropriate materials handling equipment under licence</li> <li>• Assist to solve stock identification and location problems</li> <li>• Identify appropriate transfer and handling requirements</li> <li>• Organise despatch &amp; receivable operations</li> <li>• Allocate stack positions</li> <li>• Estimate load limits for transport &amp;/or storage</li> <li>• Maintain registers - including inventory control, &amp; preparation and reconciliation of reports on stock movement</li> <li>• Organise and complete own work schedule</li> <li>• Assisting to solve inventory control, stock identification and location problems</li> <li>• Training and competency assessing new Employees</li> <li>• Undertake role of Team Leader when required</li> <li>• May be required to perform any of the duties of a lower level</li> </ul>
	<p><b>Promotional criteria</b> Demonstrated ability to lead other team members, manage operations and be assessed as competent to enable them to progress to the next level, where a position becomes available</p>
<p><b>Grade 4</b> Team Leader</p>	<ul style="list-style-type: none"> <li>• Direct and oversee the duties and efficiencies of team members</li> <li>• Determine team functions and operations</li> <li>• Monitor storage operations</li> <li>• Operation of all appropriate materials handling equipment under licence</li> <li>• Contribute to continuous improvement</li> <li>• Plan and organise storage and despatch of stock</li> <li>• Use of record management systems to retrieve and utilise information</li> <li>• Check and complete documentation</li> <li>• Review of consignment of goods for receipt &amp; dispatch</li> <li>• Estimate load limits for transport and/or storage</li> <li>• Implement and monitor procedures for assessing hazards, controlling risks and dealing with hazardous events</li> <li>• Conduct tool box talks and effectively communicate information to team</li> <li>• Organise and complete own work schedule</li> <li>• May be required to perform any of the duties of a lower level</li> </ul>

## 2.4 Policies and procedures

During employment with the Employer, Employees will at all times be required to comply with the Employer's policies and procedures as amended from time to time. A copy of the current policies and procedures can be obtained from the People Services Department.

The Employer's policies and procedures do not, and are not intended to form, or be construed as forming, a part of this Agreement with the Employer.

**SECTION 3 WAGES AND ALLOWANCES**

**3.1 Rates of pay**

Employees will be paid the rate of pay for their appropriate classification as outlined in the table below. The pay period will be Monday to Sunday.

Classification Job title	Pay rates effective on the first full pay period commencing on or after:					
	1 July 2024		1 July 2025		1 July 2026	
	Hourly	Casual Hourly	Hourly	Casual Hourly	Hourly	Casual Hourly
<b>Grade 1</b> Storeperson	\$32.13	\$40.16	\$33.41	\$41.76	\$34.75	\$43.43
<b>Grade 2</b> Skilled Storeperson	\$36.68	\$45.85	\$38.15	\$47.69	\$39.67	\$49.59
<b>Grade 3</b> Senior Skilled Storeperson	\$37.68	\$47.10	\$39.19	\$48.98	\$40.75	\$50.94
<b>Grade 4</b> Team Leader	\$40.78	\$50.97	\$42.41	\$53.01	\$44.11	\$55.13

**3.2 Rate of pay increases**

The rates of pay contained within the table in clause 3.1 contain the following wage increases:

4.0% from the first pay period commencing on or after 1 July 2024.

4.0% from the first pay period commencing on or after 1 July 2025

4.0% from the first pay period commencing on or after 1 July 2026

**3.3 Monetary allowances**

**3.3.1 First aid allowance**

An Employee who has been trained to render first-aid and who is the current holder of appropriate first aid qualifications shall be paid a first aid allowance of **\$14.55** per week if he/she is appointed by the Employer to perform first aid duty. This allowance shall be adjusted in accordance with clause 3.2– rate of pay increases.

**3.3.2 Cold temperature allowance**

An Employee required to work a minimum of 30 minutes (in any hour) in cold temperatures of less than 5°C will be paid an additional allowance of **\$1.23** per hour for each hour (or part thereof) in which they are required to work by the Employer in such an environment. This allowance shall be adjusted in accordance with clause 3.2 – rate of pay increases.

**3.3.3 Meal allowance**

An Employee required to work overtime for at least 1.25 hours after the time of cessation of normal shift, shall be paid **\$19.29**. This allowance shall be adjusted in accordance with clause 3.2 – rate of pay increases.

**3.3.4 Vehicle allowance**

Where an Employee maintains a motor vehicle and is authorised by the Employer to use the vehicle in the performance of his or her duties, the Employee shall be paid in accordance with the rates prescribed by the Australian Tax Office.

### 3.3.5 Service allowance

In addition to the rates prescribed in Table 1 of clause 3.1– Rates of pay, Employees will receive a service payment. This allowance is fixed for the life of the Agreement.

- (a) For Employees employed before 30 June 2016:

Length of service	Rate
After 5 years' service	\$25.90 per week
After 10 years' service	\$38.86 per week

- (b) Employees commencing after 30 June 2016 will not be entitled to a service allowance under this Agreement.

### 3.3.6 Higher duties

Operational Supervisors may appoint Employees to perform the responsibilities of a higher classification contained within the Classification Table of the Agreement (subclause 2.3) at any point of time during a shift. When such appointment is made, the Employee is entitled to be paid up to 3 hours on any 1 day (or a full day's pay if over 3 hours on any 1 day) at the higher rate of pay in accordance with the table contained in subclause 3.1.

The Employer may direct an Employee to carry out such duties as are within the limits of the Employee's skill, training and competence.

### 3.4 Payment of wages

Wages shall be paid weekly or fortnightly.

On termination of employment, wages due to an Employee shall be paid on the day of termination or forwarded to the Employee by electronic funds transfer (EFT) on the next working day.

### 3.5 Rounding of hours

The parties to this Agreement agree that the payment of wages will be in 6-minute blocks. Employees will be paid for each 6 minutes of work or part thereof completed as recorded by the computer-based Time and Attendance System.

For example: if an Employee records a finishing time of 2:01pm, the system will reflect 2:06pm as the finishing time for payment of wages.

### 3.6 Superannuation

The Employer will comply with the requirements prescribed by the *Superannuation Guarantee (Administration) Act 1992*.

On commencement of employment, and annually thereafter, an Employee can nominate, in writing, a complying superannuation fund of their choice into which the Employer will make superannuation contributions.

The default fund for an Employee who fails to make an election in accordance with the relevant legislation (including Superannuation Stapling legislation) will be REST Industry Super Fund.

### 3.7 Stand-down provisions

- (a) If an Employee is unable to be usefully employed due to a strike, ban, breakdown or failure of machinery or equipment, or any stoppage of work for any cause for which the Employer cannot reasonably be held responsible, the Employer reserves the right to stand down the Employee without pay.
- (b) The stand down of the Employee under this clause does not break the continuity of service of the Employee, and will count as service for all purposes except wages.
- (c) The provisions of sub-clause (a) of this clause shall not be applied unless and until the ordinary hours in which the Employee cannot be usefully employed because of any such strike, ban, or breakdown or failure of the Employer's machinery or equipment exceeds 4.

### 3.8 Uniforms and protective equipment

As part of the Employer's commitment to quality and safety in the workplace, the Employer will provide Employees with all uniforms and protective equipment as required. Employees must adhere to safety procedures, wear protective clothing and use the protective equipment at all times when performing their job.



Employees will be required to maintain the uniform and protective equipment in accordance with the Employer's hygiene standards and will be responsible for its care and safe keeping.

The Employer will provide all Employees with replacement items as necessary, as a result of reasonable use and wear, or damage.

All equipment issued in accordance with this clause will remain the property of the Employer and will be returned to the Employer on demand and in the event of termination of employment.

## **SECTION 4 HOURS OF WORK**

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### **4.1 Ordinary hours of work**

The ordinary hours of work for all Employees will be 38 hours per week from 5:00am to 7:06pm, Monday to Saturday.

The requirement to work Saturday as ordinary hours shall only apply to Employees engaged since 8 November 2013, or to those engaged prior to this time by agreement.

An Employee may refuse to work additional hours beyond those referred to in this clause 4.1 if those additional hours are unreasonable within the meaning of s.62 (3) of the Act, being:

- (a) any risk to Employee health and safety from working the additional hours;
- (b) the Employee's personal circumstances, including family responsibilities;
- (c) the needs of the workplace or enterprise in which the Employee is employed;
- (d) whether the Employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;
- (e) any notice given by the Employer of any request or requirement to work the additional hours;
- (f) any notice given by the Employee of his or her intention to refuse to work the additional hours;
- (g) the usual patterns of work in the industry, or the part of an industry, in which the Employee works;
- (h) the nature of the Employee's role, and the Employee's level of responsibility;
- (i) whether the additional hours are in accordance with any averaging terms, included under section 63, in this Agreement;
- (j) any other relevant matter.

### **4.2 Roster arrangements**

The Employer will develop a roster in accordance with the requirements of the workplace and determine the start and finish times for Employees within the span of hours prescribed in this Agreement. Employees must observe the start and finish times, including designated breaks.

The Employer will provide Employees with a roster at least 7 days prior to the commencement of the roster.

Unforeseen circumstances may result in an Employee's rostered starting and finishing times for a given day of work (or shift) being altered. In such circumstances, the Employer will endeavour to give 24 hours' notice to the affected Employee(s) of the required change to the roster. However, the requirement to provide 24 hours' notice may be waived, provided agreement is reached between the Employer and the Employee(s) concerned. A 7-day roster (including Sundays and public holidays) may be introduced, after consultation with the Employees, during the life of this Agreement for which Employees will be required to work. The requirement to work on Sundays under a 7-day roster shall only apply to Employees engaged after 19 August 2022 (the date this Agreement's predecessor commenced), or to those engaged prior to that date by agreement.

The Employer recognises the importance of ensuring that any changes to a roster are effectively communicated to Employees. In addition, the conditions of clause 6.5– Consultation will apply when changes to the regular roster are proposed.

During customer stocktakes, the Employer will roster Employees to perform their duties during the weekends. It is expected that Employees attend work. The Employer will provide Employees with at least 2 weeks' notice.

#### **4.2.1 Full-time hours**

The ordinary hours of work for a full-time Employee will be 38 hours per week. The maximum ordinary hours in any one shift will be

- (a) 9.5 hours worked.
- (b) If full-time Employees, who are rostered to work Monday to Friday, are regularly required to work on Saturday on an overtime basis, the Employer will establish a roster to fairly allocate such overtime work.

#### **4.2.2 Part-time hours**

The ordinary hours of work for a part-time Employee will be less than 38 hours per week. The maximum ordinary hours in any one shift will be 9.5 hours worked.

Subject to any Flex Up arrangement under this Agreement, the ordinary hours of work for a part-time Employee will be set by the Employer at the time of the Employee's engagement.

#### **4.2.3 Casual hours of work**

A casual Employee will be engaged to work on an hourly basis at any time and on any day of the week, up to a maximum of 38 ordinary hours per week.

Casual Employees will be engaged for a minimum of 4 hours and a maximum of 9.5 hours of work for each shift on the ordinary rate of pay but inclusive of the casual loading.

#### **4.3 Penalty rates**

Subject to clause 4.4 (below), Employees will be entitled to the following penalty rates:

##### **4.3.1 Saturday work**

Hours worked during ordinary hours of work on a Saturday shall be paid at the rate of time and a half (150% of base rate of pay) for all hours worked.

##### **4.3.2 Sunday and Easter Saturday work**

Hours worked on a Sunday or Easter Saturday shall be paid at the rate of double time (200% of base rate of pay) for all hours worked.

##### **4.3.3 Public holidays**

All hours worked on a public holiday shall be paid at the rate of double time and a half (250% of the base rate of pay). An Employee working on a Saturday, Sunday or public holiday shall receive a minimum of 4 hours' work.

Subject to this Agreement; penalty rates replace and are not payable in addition to the loadings referred to in clause 4.6 (below).

#### **4.4 Overtime rates**

All hours worked in excess of an Employee's ordinary hours of work in a day, or exceeding 38 hours within the week, will be considered overtime hours.

A rostering system for the allocation of overtime will be established and utilised for permanent Employees prior to the engagement of Casual Employees for overtime. The rostering system shall not apply when a casual Employee is engaged to perform ordinary hours of work. Overtime attendance will be confirmed via telephone call, with Employees required to attend.

Employees are entitled to time and a half (150%) of base rate of pay for the first 2 hours worked and double time (200%) thereafter as an extension of ordinary hours when worked either end of the day.

Additional shifts worked on a Saturday will be paid at the rate of time and one half (150%) for the first 2 hours and double time (200%) thereafter.

Overtime on afternoon shift and night shift shall be calculated on the rate payable for shift work.

#### **4.5 Breaks**

##### **4.5.1 Meal break**

Employees will be allowed an unpaid break of 30 minutes, no more than 5 hours after commencing duty, unless by agreement of both parties. The meal break is to commence when an Employee leaves the refrigerated area, and concludes when the Employee returns to the refrigerated area. The meal break is not counted as time worked.

Where an Employee is required to continue working beyond his/her normal finishing time for more than two hours, he/she shall be allowed an unpaid break for a meal of not less than thirty minutes. Such break shall be allowed to the Employee before the expiration of the period of work.

##### **4.5.2 Rest break**

All rest breaks will commence when an Employee leaves the refrigerated area, and concludes when the Employee returns to the refrigerated area. Break times will be structured by the Employer in a manner to ensure continuity of operations.

An Employee shall be allowed a 15 minute paid break each day. No Employee shall be required to work more than four and one half hours without having had such a break. Such breaks shall not take place within one hour of the Employee's commencing or ceasing time or within one hour of a meal break. An Employee who works 7.6 hours or more on any day shall be entitled to a further paid break of 10 minutes.

#### **4.6 Shift work**

As a condition of employment, Employees agree to work shift work where required to do so by the Employer. However; before doing so, the Employer must give at least 7 days' notice of its intention to introduce shift work. The notice will include advice of the intended starting and finishing times of respective shifts.

**Afternoon shift** is a shift that finishes between 7:06pm and 1:00am and attracts a shift loading of 15%.

**Night shift** is a shift that finishes between 1:00am and 11:00am and attracts a shift loading of 30%.

Ordinary hours for shift workers will be 38 hours per week over a defined work cycle and can be worked on any day of the week. Unless otherwise agreed, no more than 7.6 ordinary hours will be worked on any single shift. See clause 4.1 (above) for restrictions on Saturday Rostering.

Employees may be required to perform their week's work in Afternoon shift. Afternoon shift shall be worked between midday and 0100 (the following day). Employees will be paid a loading of 15% for ordinary hours worked during an Afternoon shift.

Employees may be required to perform their week's work in Night shift. Employees will be paid a loading of 30% for ordinary hours worked during a Night shift.

Shift loadings are not payable for work performed on a weekend when clauses 4.3.1 & 4.3.2 will apply.

However; an Employee required to work shift work on a public holiday will be entitled to the relevant penalty rates prescribed by clause 4.3.3 provided that:

- (a) for Afternoon shift (where the shift loading is 15%), the Employee will be paid 265% of the hourly rate for the Employee's classification; and
- (b) for Night shift (where the shift loading is 30%), the Employee will be paid 280% of the hourly rate for the Employee's classification.

#### **4.7 Public holidays**

An Employee other than a casual Employee shall be entitled to be absent from work on a day that is a public holiday in accordance with days which are gazetted as State or Federal public holidays during the life of this Agreement, without deduction of pay.

Subject to the factors for determining reasonableness outlined in clause 4.1, the Employer may request that an employee be rostered to work on a day recognised as a public holiday and unless otherwise arranged, should expect that the employee attend for work on that public holiday.

A recognised public holiday may be substituted with another day by agreement with both parties in accordance with the NES. If such a substitution takes place, an Employee will not be entitled to the penalty rate referred to in clause 4.3.3 for the hours worked on the public holiday.

An Employee who is entitled to a rostered day off which falls on a public holiday, will be granted an alternate day or part-day off. The alternate day or part-day is to be determined by mutual agreement between the Employer and Employee with any disputes to be dealt with under section 6 of this Agreement.

## SECTION 5 LEAVE

---

### 5.1 Annual Leave

Full-time Employees are entitled to 4 weeks annual leave for each completed year of service. Part-time Employees will be entitled to annual leave on a pro-rata basis for hours worked.

Annual leave will accrue in relation to the nominal hours worked by an Employee.

Annual leave will be paid at the ordinary rate of pay the Employee receives immediately before the period of annual leave begins.

Annual leave counts as service for all purposes.

For the purpose of the additional week of annual leave provided for in s.87(1)(b) of the Act, a shiftworker is a seven day shiftworker who is regularly rostered to work on Sundays and public holidays.

#### 5.1.1 Rules about taking annual leave

An Employee who accrues an entitlement to annual leave may request to take all or any part of that leave by providing the Employer with a written request in advance of taking the annual leave.

Approval of the request for annual leave by the Employer is subject to:

- the operational requirements of the workplace; and
- the Employee having accrued at least that amount of annual leave requested.

The Employer will not unreasonably refuse an Employee's request to take accrued annual leave.

#### 5.1.2 Extensive accumulated annual leave

The Employer can direct an Employee to take an amount of annual leave during a particular period if the requirement to take leave is reasonable.

#### 5.1.3 Cashing out annual leave accrued

An Employee may elect to receive payment in lieu of taking annual leave under this Agreement provided that:

- (a) paid annual leave must not be cashed out if the cashing out would result in the Employee's remaining accrued entitlement to paid annual leave being less than 4 weeks; and
- (b) each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between the Employer and the Employee; and
- (c) the Employee must be paid at least the full amount that would have been payable to the Employee had the Employee taken the leave that the Employee has forgone.

#### 5.1.4 Annual leave loading

Employees will be entitled to annual leave loading of 17.5%. Annual leave loading shall be payable on termination on a pro rata basis of leave accrued, and whenever accrued annual leave is taken or cashed out under this Agreement.

#### 5.1.5 Leave without pay

The provisions of this subclause shall not apply to Casual Employees.

By agreement between the Employer and an Employee, and in addition to paid annual leave under this Agreement, an Employee may be entitled to up to 5 unpaid days leave per year under the following conditions:

- (a) Leave may be taken on either single or consecutive days, or a combination of either;
- (b) The Employee must provide at least 48 hours' notice of such leave; &
- (c) There are not more than 10% of Employees (under this Agreement) absent on this type of leave at any one time.

#### 5.1.6 Public holiday during leave

If any prescribed holiday falls within an Employee's period of annual leave and is observed on a day which in the case of that Employee would have been an ordinary working day, there shall be added to that period one day being an ordinary working day for each such holiday

observed as aforesaid.

## **5.2 Personal/carer's leave**

An Employee (other than a casual Employee) is entitled to a period of 10 days paid personal leave for each completed year of service.

An Employee's entitlement to paid personal/carer's leave shall accrue progressively during a year of service according to the Employee's ordinary hours of work.

Paid personal/carer's leave is cumulative but will not be paid out to the Employee on termination of employment. Paid personal/carer's leave counts as service for all purposes.

Payment for personal/carer's leave will be made at the ordinary rate of pay the Employee receives immediately before the period of personal/carer's leave begins.

An Employee is entitled to take any amount of paid personal/carer's leave that has accrued for the purpose of personal/carer's leave for reasons set out in clause 5.2.1.

An Employee will not be entitled to paid personal/carer's leave for any period during which they are entitled to workers' compensation payments.

If the period of personal/carer's leave includes a day or part-day that is a public holiday, under clause 4.7- Public Holidays, the Employee shall not be taken to be on paid personal/carer's leave on that public holiday.

### **5.2.1 Personal/carer's leave definitions**

Personal/carer's leave is either:

- (a) paid leave or unpaid leave (personal leave) taken by an Employee because of a personal illness or injury of the Employee; or
- (b) paid or unpaid leave (carer's leave) taken by an Employee 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 injury, of the member; or
  - an unexpected emergency affecting the member.

The following are members of an Employee's immediate family:

- a spouse or former spouse, de factor partner or former de factor partner, child, parent, grandparent, grandchild, or sibling of the employee, or
- a child, parent, grandparent, grandchild or sibling of the employee's spouse or defector partner (or former spouse or de factor partner), or
- a foster child.

### **5.2.2 Unpaid carer's leave**

Where all entitlements to paid personal/carer's leave have been exhausted, an Employee (including a casual Employee) can access an additional 2 days of unpaid carer's leave on each occasion that a member of the Employee's immediate family or household requires care or support because of a personal illness or injury, or an unexpected emergency affecting such a person.

Unpaid carer's leave can be taken as either a part day, single, unbroken, period of up to 2 days, or any separate periods to which the Employee and the Employer agree.

### **5.2.3 Notice and evidence for paid and unpaid personal/carer's leave**

An Employee taking paid or unpaid personal/carer's leave must provide the Employer with reasonable notice on each occasion that the Employee is (or will be) absent from their employment during a period because of an illness, injury or unexpected emergency affecting the Employee, or a member of the Employee's immediate family or household. The notice must be given to the Employer as soon as reasonably practicable (which may be at a time before or after the personal/carer's leave has started).

A medical certificate, or a statutory declaration made by the Employee, evidencing the general nature of the personal illness or injury affecting the Employee, or unexpected emergency of the person concerned, will be required to be provided to the Employer for the following absences:

- Any absence greater than 1 day's duration;
- Any absence immediately preceding or following a public holiday, or weekend.

For these purposes, a medical certificate must be issued by a registered health practitioner. The medical certificate must be issued in

respect of the area of practice in which the practitioner is registered or licensed under a law of a state or territory that provides for the registering or licensing of health practitioners.

#### **5.2.4 Cash out personal/carer's leave**

An Employee may request to receive payment in lieu of taking personal/carer's leave under this Agreement, provided that:

- (a) the Employee has accrued at least that amount of personal/carer's leave;
- (b) the Employee has given the Employer a written request to cash out some of their accrued personal/carer's leave entitlement;
- (c) the Employee has a minimum of 15 days personal/carer's leave available to them after cashing out some of their personal/carer's leave;
- (d) the Employee is paid the full amount that would have been payable to the Employee had the Employee taken the forgone personal/carer's leave; and
- (e) the Employer authorises the Employee's request in writing.

An Employee employed on or before 19 August 2022 (the date the predecessor enterprise agreement commenced) may request to cash out a maximum amount of accrued personal/carer's leave of **76** hours in any year (based on the Employee's employment anniversary).

An Employee employed after 19 August 2022 may request to cash out a maximum amount of accrued personal/carer's leave of **38** hours in any year (based on the Employee's employment anniversary).

In electing to cash out a portion of accrued personal/carer's leave, the Employee will no longer be entitled to take that amount of leave that was cashed out.

The Employer may refuse a request to cash out personal/carer's leave provided that such refusal is on reasonable business grounds.

On death, or upon an Employee reaching the age they become eligible for the Age Pension, all accrued personal leave will be paid out at the rate of pay applicable at the date of death or time of the Employee's retirement from the Employer (i.e. following eligibility for the Age Pension).

#### **5.3 Family and domestic violence leave**

Family and Domestic Violence Leave (including paid domestic violence leave) is provided for in the NES.

The Employer will make available a copy of the Fair Work Ombudsman's Family and Domestic Violence fact sheet on the workplace notice boards and upon request.

The taking of Family and Domestic Violence Leave shall not prevent an Employee from accessing other forms of leave available under the NES or this Agreement.

#### **5.4 Paid compassionate leave**

An Employee (other than a casual Employee) is entitled to a period of 3 days of paid compassionate leave for each permissible occasion when:

- (a) a member of the Employee's immediate family or household either :
  - i. contracts or develops a personal illness that poses a serious threat to his or her life; or
  - ii. sustains a personal injury that poses a serious threat to his or her life; or
  - iii. dies; or
- (b) a child is stillborn, where the child would have been a member of the employee's immediate family, or a member of the employee's household, if the child had been born alive; or
- (c) the employee, or the employee's spouse or de facto partner (not being a former spouse or former de-facto partner) has a miscarriage.

Payment for compassionate leave will be made at the ordinary rate of pay the Employee receives immediately before the period of compassionate leave begins. Paid compassionate leave counts as service for all purposes.

Where an Employee is required to travel interstate or overseas after the death of the member of the Employee's immediate family or household, an additional day of compassionate leave will be provided under this subclause. Subject to the Employee having an entitlement to annual leave, they may also request to take all or any part of that leave (up to a maximum of 5 days) by providing the Employer with a written request in advance of taking the annual leave. Approval of the request for annual leave by the Employer in these circumstances will not be unreasonably refused.

##### **5.4.1 Evidence required for compassionate leave**

The Employee's entitlement to paid compassionate leave is subject to the Employee providing any evidence that the Employer may

reasonably require of the illness, injury or death that gave rise to the application for compassionate leave.

#### **5.5 Parental leave**

Employees are entitled to take parental leave in accordance with the NES.

#### **5.6 Jury service**

Subject to the community service leave provisions in the Act's / NES, an Employee (other than a casual Employee) required to attend jury service during ordinary working hours will be reimbursed by the Employer an amount equal to the difference between the amount paid in respect of the Employee's attendance for such jury service, and the amount the Employee would have received if the Employee had worked.

An Employee required to attend jury service will:

- notify the Employer as soon as possible of the date upon which the Employee is required to attend jury service;
- give the Employer proof of attendance and the duration of the attendance; and
- give the Employer proof of the amount received by the Employee for the jury service.

#### **5.7 Long service leave**

Employees are entitled to take and accrue long service leave in accordance with the *WA Long Service Leave Act 1958* as amended.

#### **5.8 Community service leave**

An Employee who engages in an eligible community service activity, as defined by the NES, is entitled to be absent from his or her employment for a period if:

- (a) 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
- (b) Unless the activity is jury service, the Employee's absence is reasonable in all the circumstances.

#### **5.9 Eligible community service activity**

Eligible community service activity includes a voluntary emergency activity or an activity prescribed in the regulations to the Act.

An Employee engages in a voluntary emergency activity if, and only if:

- (a) The Employee engages in an activity that involves dealing with an emergency or natural disaster; and
- (b) The Employee engages in the activity on a voluntary basis (whether or not the Employee directly or indirectly takes or agrees to take an honorarium, gratuity or similar payment for engaging in the activity); and
- (c) The Employee is a member of, or has a member-like association with, a recognised emergency management body e.g. CFA, Army Reserve, etc; and

Either the Employee was requested by or on behalf of the body to engage in the activity, or no such request was made but it would be reasonable to expect that, if the circumstances had permitted the making of such a request, it is likely that such a request would have been made.



## **SECTION 6 CONSULTATION AND DISPUTE RESOLUTION**

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### **6.1 Union delegate training**

The Employer will provide one paid day per year for nominated Union Delegates on a day agreed upon in advance between the Employer, Employee and the Union, to attend the Union Delegates Conference, up to a total of 2 Delegates in a given year. The Union Delegates Conference will not constitute a day of leave or public holiday and may not be substituted as such.

The Employer will also provide up to a total of three days paid per year, for the training of up to a total of 2 Union Delegates each calendar year.

Union Delegate training will be made available by application and only with the approval of the Site Manager or other duly appointed manager.

All hours taken as Union Delegate Training (including the Union Delegates Conference) shall be paid at the Employee's ordinary time rate. Shift loadings, overtime and penalty rates shall not be paid for any hours taken as Union Delegate Training.

Nominated Union Delegates will be allowed, subject to prior notification to their supervisor or manager, reasonable paid time (at their ordinary time rate – as above) to conduct on-site Union business with Employees. Arrangements to the satisfaction of the Employer must be made for the maintenance of essential services during this time.

Nominated Union Delegates will also be provided with reasonable access to resources and facilities to perform their role.

This clause does not exclude the NES or any term of the NES that may deal with Delegates rights.

### **6.2 Union meetings**

Employees attending Union meetings on site shall be granted paid release for 2 meetings per year of 20 minutes duration or an agreed duration between the Site Manager and the Union and location for the purpose of discussing matters relating to this Agreement. Union meetings under this clause shall be subject to agreed notice with the Employer or in accordance with the Right of Entry provisions in the Act. Arrangements to the satisfaction of the Employer are to be made for the maintenance of essential services during the meeting.

### **6.3 Dispute settlement procedure**

(1) If a dispute relates to:

- (a) a matter arising under the Agreement; or
- (b) the National Employment Standards;

this term sets out procedures to settle the dispute.

(2) An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.

(3) 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.

(4) If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.

(5) The Fair Work Commission may deal with the dispute in 2 stages:

- (a) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- (b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
  - (i) arbitrate the dispute; and
  - (ii) make a determination that is binding on the parties.

Note: If Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.

A decision that Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

A decision that Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

- (6) While the parties are trying to resolve the dispute using the procedures in this term, the status quo will prevail. The maintenance of such status quo arrangement is subject to the good faith engagement of the parties involved in the dispute and shall not be used to frivolously or vexatiously harm the other party; and:
- (a) an Employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
  - (b) an Employee must comply with a direction given by the Employer to perform other available work at the same workplace, or at another workplace, unless:
    - (i) the work is not safe; or
    - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
    - (iii) the work is not appropriate for the Employee to perform; or
    - (iv) there are other reasonable grounds for the Employee to refuse to comply with the direction.
- (7) The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.

#### **6.4 Flexibility term**

- (1) The Employer and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
- (a) the arrangement meets the genuine needs of the Employer and the Employee is genuinely agreed to by the Employer and the Employee;
  - (b) the Agreement deals with 1 or more of the following matters:
    - (i) arrangements about when work is performed;
    - (ii) overtime rates;
    - (iii) penalty rates;
    - (iv) allowances;
    - (v) leave loading;
- (2) The Employer must ensure that the arrangement:
- (a) be about permitted matters under the Act as if the arrangement were an enterprise agreement; and
  - (b) does not include a term that would be an unlawful term under section 194 of the Act; and
  - (c) results in the Employee being better off overall than the Employee would be if no arrangement was made; and
  - (d) is in writing; and
  - (e) includes the name of the Employer and Employee; and
  - (f) is signed by the Employer and Employee and if the Employer and Employee is under the age of 18 years, signed by a parent or guardian of the Employee; and
  - (g) includes detail of:
    - (i.) the terms of the Agreement that will be varied by the arrangement;
    - (ii.) how the arrangement will vary the effect of the terms;
    - (iii.) how the Employee will be better off overall than the Employee would be if no arrangement were agreed to; and

- (h) states the date on which the arrangement commences.
- (3) The Employer must give the Employee a copy of the arrangement within 14 days after it is agreed to.
- (4) The Employer or Employee may terminate the arrangement:
  - (a) by giving written notice of not more than 28 days; or
  - (b) if the Employer and Employee agree in writing at any time.

## 6.5 Consultation

- (1) This term applies if the Employer:
  - (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the Employees; or
  - (b) proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

### *Major change*

- (2) For a major change referred to in paragraph (1)(a):
  - (a) the Employer must notify the relevant Employees of the decision to introduce the major change; and
  - (b) subclauses (3) to (9) apply.
- (3) The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- (4) If:
  - (a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
  - (b) the Employee or Employees advise the Employer of the identity of the representative;
 the Employer must recognise the representative.
- (5) As soon as practicable after making its decision, the Employer must:
  - (a) discuss with the relevant Employees:
    - (i) the introduction of the change; and
    - (ii) the effect the change is likely to have on the Employees; and
    - (iii) measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and
  - (b) for the purposes of the discussion—provide, in writing, to the relevant Employees:
    - (i) all relevant information about the change including the nature of the change proposed; and
    - (ii) information about the expected effects of the change on the Employees; and
    - (iii) any other matters likely to affect the Employees.
- (6) However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- (7) The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- (8) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
- (9) In this term, a major change is likely to have a significant effect on Employees if it results in:
  - (a) the termination of the employment of Employees; or
  - (b) major change to the composition, operation or size of the Employer’s workforce or to the skills required of Employees; or
  - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - (d) the alteration of hours of work; or

- (e) the need to retrain Employees; or
- (f) the need to relocate Employees to another workplace; or
- (g) the restructuring of jobs.

*Change to regular roster or ordinary hours of work*

- (10) For a change referred to in paragraph (1)(b):
  - (a) the Employer must notify the relevant Employees of the proposed change; and
  - (b) subclauses (11) to (15) apply.
- (11) The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- (12) If:
  - (a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
  - (b) the Employee or Employees advise the Employer of the identity of the representative;the Employer must recognise the representative.
- (13) As soon as practicable after proposing to introduce the change, the Employer must:
  - (a) discuss with the relevant Employees the introduction of the change; and
  - (b) for the purposes of the discussion—provide to the relevant Employees:
    - (i) all relevant information about the change, including the nature of the change; and
    - (ii) information about what the Employer reasonably believes will be the effects of the change on the Employees; and
    - (iii) information about any other matters that the Employer reasonably believes are likely to affect the Employees; and
  - (c) invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities or religious observances).
- (14) However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- (15) The Employer must give prompt and genuine consideration to matters raised about the change by the relevant Employees.
- (16) In this term:  
relevant Employees means the Employees who may be affected by a change referred to in sub-clause (1).

## **SECTION 7 TERMINATION OF EMPLOYMENT AND REDUNDANCY**

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### **7.1 Redundancy**

#### **7.1.1 Discussions before termination**

Where the Employer has made a definite decision that the Employer no longer wishes the job the Employee has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour and the decision may lead to termination of employment, the Employer shall hold discussions with the Employees directly affected and their chosen representative if applicable.

The discussions shall take place as soon as in practicable after the Employer has made a definite decision which will invoke this clause, and shall cover inter alia, the reasons for the proposed terminations, measures to avoid or minimise the terminations, and measures to mitigate any adverse effects of any terminations on the Employees concerned.

For the purposes of the discussion the Employer shall, as soon as practicable, provide in writing to the Employees concerned, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of Employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out. The Employer shall not be required to disclose confidential or commercially sensitive information.

#### **7.1.2 Notice period**

Where an Employee's employment is terminated for reason of redundancy an Employee with more than 1 year's continuous service shall be entitled to 4 weeks' notice or wages in lieu of notice.

Employees over 45 years of age with 2 or more years continuous service at the time of termination, shall receive an additional week's notice

Where an Employee's employment is terminated for reason of redundancy an Employee with not more than 1 year's continuous service shall be entitled to 1 weeks' notice or wages in lieu of notice.

The notice prescribed in this clause is in lieu of the period of notice prescribed for ordinary termination.

#### **7.1.3 Severance pay**

In addition to the notice prescribed above where an Employee's employment is terminated for reasons of redundancy the Employee is entitled to the following amount of severance pay in respect of a period of continuous service:

- (a) 4 weeks' pay for greater than 1 year but less than 2 years of service; or
- (b) 3 weeks' pay for each completed year of service, to a maximum of 52 weeks, if having completed 2 years' service.

"Weeks' pay" means the Employee's base rate of pay for his or her ordinary hours of work.

Any severance payments made in accordance with this sub-clause are inclusive of, and set off, any payments the Employer may be required to make to the Employee under the NES.

#### **7.1.4 Employees leaving during notice period**

An Employee whose employment is terminated for reasons set out in this clause may terminate their employment during the period of notice. The Employee will be entitled to receive the same benefits and payments under this clause had they remained with the Employer until the expiry of such notice. However; in such circumstances the Employee shall not be entitled to payment in lieu of notice.

#### **7.1.5 Alternative employment**

- (a) The Employer may make application to the Commission to have the general severance pay prescription varied if the Employer obtains acceptable alternative employment for an Employee.
- (b) Entitlement for employees who were in employment immediately prior to the date of commencement of this Agreement who are offered and accept redeployment in a redundancy situation

Subject to clause 7.1.7, where an employee's position becomes redundant and the affected employee is offered and accepts redeployment to a location that is not covered by this Agreement (alternative employment), the affected employee will be paid no less than the rate of pay that applied to the employee under clause 3.1 as at the date of the redeployment.

- (c) An employee who is redeployed under clause 7.1.5(b) is not entitled to redundancy pay in connection with the redeployment.

### 7.1.6 Time off during notice

During the period of notice of termination given by the Employer an Employee will be allowed up to 1 day 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 1 day during the notice period for the purpose of seeking other employment, the Employee must, at the request of the Employer, produce proof of attendance at an interview or they will not receive payment for the time absent.

For this sub-clause a statutory declaration of the Employee will be sufficient.

### 7.1.7 Employees exempted

Sections 121, 122 and 123 of the Act describe situations in which an Employee does not have an entitlement to severance pay under this Agreement. These include where employment is terminated as a consequence of conduct that justifies instant dismissal (including serious misconduct as described in clause 7.2.1 of this Agreement), or in the case of casual Employees, or Employees engaged for a specified period of time or for a specific task or tasks.

### 7.1.8 Selection criteria

The Employer will use the following selection criteria when determining who shall be made redundant:

- (a) The Employer will first identify the specific positions or number of positions that are no longer required.
- (b) The Employer will then call for volunteers. The Employer reserves the right to reject volunteers so there is no disadvantage to the business.
- (c) If there are not enough volunteers or too many, selection of Employees to be made redundant will be based on experience, skills required, ability, competence and training so there is no disadvantage to the business.

## 7.2 Termination of Employment

Except in the case of a casual Employee, the Employer may terminate employment at any time by giving the Employee the required period of notice specified below. Instead of providing the specified notice the Employer may choose to make payment in lieu of notice of at least the amount the Employer would have been liable to pay to the Employee at the full rate of pay for the hours the Employee would have worked had the employment continued until the end of the minimum period of notice.

### 7.2.1 Notice by the Employer

Years of service	Required 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
Over 5 years	At least 4 weeks

An Employee aged 45 years or over who has completed at least 2 years' continuous service will receive 1 additional weeks' notice.

The Employer may terminate an Employee's employment at any time, without notice or payment in lieu of notice, if the Employee engages in serious misconduct. An Employee dismissed for serious misconduct will only be entitled to payment for time worked up to the time of dismissal.

Serious misconduct includes, but is not limited to, the following:

- (a) any serious breach of the Employee's confidentiality obligations;
- (b) the Employee being intoxicated at work;
- (c) the Employee being abusive or violent, physically or otherwise, towards another person, or causing a risk to the health and safety of another person;
- (d) sexual harassment

- (e) wilful breach of the Employee's employment obligations, including the obligation to comply with Employer policies as amended from time to time;
- (f) failure to obey a lawful and reasonable direction by the Employer, including an Employee's failure to comply with safety procedures;
- (g) wilful, or deliberate, behaviour by an Employee that is inconsistent with the continuation of the contract of employment, including serious neglect of duty and willful damage to or defacing property or goods at the workplace;
- (h) the Employee committing or attempting to commit any act of fraud or dishonesty at work;
- (i) the Employee being charged with or convicted of any criminal offence which in the opinion of the Employer makes it unsuitable for the Employee to continue in their employment; &
- (j) the Employee acting in a manner which has or is likely to have a detrimental effect on the standing or reputation of the Employer.

#### **7.2.2 Obligations on termination**

An Employee whose employment has been terminated for any reason must immediately return to the Employer all property, documents and any items in the Employee's possession, owned by the Employer.

#### **7.2.3 Recovery of overpayments upon termination**

Upon termination of the employment for any reason; the Employer has the right, to the extent permitted by law, to deduct from the Employee's termination payment an amount that the Employee owes to the Employer, including for the purpose of recovering a previous overpayment of remuneration made to the Employee.

#### **7.2.4 Notice by the Employee**

An Employee must provide 2 weeks' notice in writing or such other period as agreed by the Employer and Employee.

If an Employee fails to give the required notice, the Employer may withhold from any monies due to the Employee on termination under this Agreement, an amount not exceeding the amount the Employee would have been paid under this Agreement in respect of the period of notice required by this sub-clause, less any period of notice actually given by the Employee.

#### **7.2.5 Pro rata long service leave**

Where an Employee's employment is terminated for reason other than misconduct and the Employee has completed at least 7 years continuous service in accordance with the WA Long Service Leave legislation, the Employee shall be entitled to payment for pro rata long service leave.

**SECTION 8 SIGNATURES OF THE PARTIES**

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This Enterprise Agreement is made under the *Fair Work Act 2009 (Cth)*, between:

**For the Employer**

**Lineage AUS TRS Pty Ltd**

Name in full (printed): Phil Caris

Signature: *Phillip Caris*

Position/Authority to sign: VP, Human Resources, Asia Pacific

Employer Address: 100 – 130 Abbots Road, Dandenong South, VIC, 3175

Date: 2 September 2024

**Witnessed by:**

Name in full (printed): Anastasia Perrin

Signature: *A.Perrin*

Witness Address: 100 – 130 Abbots Road, Dandenong South, VIC, 3175

Date: 2 September 2024



**For the Employees**

**Shop, Distributive and Allied Employees' Association**

Name in full (printed): \_\_\_\_\_

Signature: Position/Authority to sign: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

**Witnessed by:** \_\_\_\_\_

Name in full (printed): Signature: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

**For Employees**

Name in full (printed): \_\_\_\_\_

Signature: Position/Authority to sign: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

**Witnessed by:** \_\_\_\_\_

Name in full (printed): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_