

**GWS PERSONNEL CLERICAL
EMPLOYEE COLLECTIVE AGREEMENT 2009**

In accordance with Part 8 of the *Workplace Relations Act 1996 (C'th)*

BETWEEN

Employer: GWS Personnel Pty Ltd
A.B.N: 89 063 610 248

AND

Employees of the Employer bound by this Agreement

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2. Definitions

<i>'Act'</i>	Means the Workplace Relations Act 1996 (C'th) as amended.
<i>'Agreement'</i>	Means this agreement, being the GWS Personnel Clerical Employee Collective Agreement 2009 .
<i>'Assignment/s'</i>	means the project or the services to be performed for a Client of the Employer as identified in a terms and conditions of assignment and SAC.
<i>'Award'</i>	Means the Clerical and Administrative Employees (State) Award .
<i>'Client/s of the Employer'</i>	means a Client of the Employer, as defined under this Agreement, with whom the Employer has an agreement to provide on-hire staff and to whom the Employee may be contracted to work from time to time.
<i>'Employer'</i>	Means GWS Personnel Pty Ltd .
<i>'Employee/s'</i>	Means Employee/s of the Employer covered by this Agreement.
<i>'Parties'</i>	Means the Employer and Employee/s.
<i>'Regulations'</i>	means the Workplace Relations Regulations 2006 (C'th) , as amended.
<i>'SAC'</i>	means Summary of Assignment Conditions.

3. Duration & Scope of the Agreement

- 3.1 This Agreement shall take effect 7 days after the date on which the Agreement has been deemed to pass the No Disadvantage Test as prescribed by the Act. The Agreement will have a nominal term of 5 years.
- 3.2 This Agreement provides for minimum legal entitlements only and shall not restrict the Employer and Employees from agreeing to higher rates of pay, or additional benefits.

4. Employment Status & Engagement

- 4.1 The employment status of Employees shall be as agreed between the Parties and recorded in writing.
- 4.2 Employment status will be permanent on-hire or casual on-hired, which means that:
- 4.2.1 This Agreement governs the minimum terms and conditions of employment for every Assignment performed by the Employee for the Employer.
- 4.2.2 The Employer may direct where and how the Employee shall perform work on any particular Assignment.
- 4.2.3 The employment of the Employees with the Employer commences and terminates in line with the commencement and termination of each Assignment.

- 4.2.4 The Employer may change or terminate Assignments of the Employee without reason and the Employee has no right to ongoing employment on any particular Assignment.
- 4.2.5 There is no obligation upon the Employer to offer future or ongoing Assignments to the Employee.
- 4.2.6 There is no obligation upon the Employer to offer the same or similar terms and conditions of assignment when commencing a new Assignment, or a new Assignment position within an existing Assignment.
- 4.2.7 The Employer retains ultimate control of the Employee in relation to the performance of work on Assignment or otherwise.
- 4.2.8 The Employee shall receive and comply with day-to-day instructions issued by authorised representatives of Clients of the Employer so as to facilitate the performance of the contract for services between the Employer and Clients of the Employer.
- 4.2.9 The employment relationship is and remains between the Employer and Employee and no employment relationship exists or shall be created between the Employee and any Client of the Employer to whom the Employee may be assigned to perform work.
- 4.3 This Agreement may be read in conjunction with any terms and conditions of assignment signed by the Employee in addition to this Agreement.
- 4.4 A SAC may be provided to the Employee in writing or verbally and may be varied from one Assignment or Assignment position to another at the discretion of the Employer.
- 4.5 Employees must read and comply with all written Employer policies and procedures, as notified and amended from time to time.

5. Conditions of Employment

- 5.1 The Employee accepts that they are under the supervision of the Employer's Client during the period of any Assignment in regard to defined working arrangements and the manner and proficiency in which the work is to be performed. The Employee also accepts the right of the Employer's Client to direct their work activities during an Assignment with that Client.
- 5.2 The Employee undertakes to perform the tasks required by the Assignment in a conscientious and competent manner.
- 5.3 The Employee agrees to maintain a flexible working attitude at all times, working as part of a team, assisting in other areas where needed provided the Employee has the training and knowledge to perform other work.
- 5.4 The Employee agrees to notify the Employer as soon as practicable if the Employee is unable to attend during any period of assignment in accordance with clauses 16 and 17.

6. Labour Flexibility

- 6.1 For the purpose of increasing productivity and flexibility, as well as enhancing career opportunities for Employees, multi-skilling may extend by agreement between the Parties to allow the Employee to perform any work in an Assignment within the scope of their skills and competence.
- 6.2 An Employee may be directed to carry out such duties and use such tools as may be required which are within the limits of the Employee's skill, competence and training including, but not limited to, duties which are incidental and peripheral to the Employee's main task or function.
- 6.3 Discussion shall take place at the enterprise level with a view to reaching agreement for Employees to perform a wider range of tasks, removal of demarcation barriers and participation of Employees in additional training.
- 6.4 Training opportunities for Employees will be provided by the Employer or the Client of the Employer to ensure Employees have appropriate skills to carry out tasks allocated and that tasks are carried out safely.
- 6.5 Employees shall perform such work as is reasonable and lawfully required of them by the Employer including accepting instruction from authorised personnel.

7. Probation & Termination

- 7.1 Permanent on-hire Employees will initially be employed on 3 months probation (the "Probation Period"). During the Probation Period, either the Employer or Employee may terminate the employment relationship by giving at least one day's notice of their intention to terminate. The Probation Period will not affect the 6 month qualifying period under the Act. The Employer may at any time during or on completion of the Probation Period confirm the Employee's ongoing employment with the Employer.
- 7.2 Following expiry of the Probation Period, the following notice periods apply to the termination of employment at the instigation of the Employer, as well as termination at the instigation of the Employee (resignation):

Permanent Employee's period of continuous service with the Employer	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

- 7.2.1 For the purposes of this clause 7.2, continuous service refers to service commencing at the commencement of each Assignment, as described in clause 4.2.3.
- 7.2.2 In addition to the notice specified above, permanent on-hire Employees 45 years of age or over and who have completed at least 2 years' continuous service with the Employer shall be entitled to an additional week's notice.

- 7.2.3 The Employer may pay an Employee in lieu of the applicable notice period in clause 7.2.
- 7.2.4 An Employee is required to provide notice of their intention to terminate their employment (resignation) in accordance with clause 7.2. Where an Employee fails to provide notice, or provide sufficient notice, the Employer may withhold payment to the Employee to the amount of outstanding pay that is the equivalent of the period of notice that would have otherwise applied to the Employee's termination of employment.
- 7.3 The provisions of clause 7.2 shall not apply to casual on-hire Employees, who are engaged and paid by the hour.
- 7.4 Nothing in this Agreement shall affect the right of the Employer to dismiss an Employee without notice where the Employer is satisfied that the Employee has been involved in behaviour or actions that may constitute serious misconduct. For the purposes of this clause, serious misconduct includes:
- 7.4.1 Wilful, or deliberate, behaviour by an Employee that is inconsistent with the continuation of employment, including:
- i. theft;
 - ii. fraud (including falsifying time records);
 - iii. assault;
 - iv. attendance at the workplace under the affects of prohibited drugs or alcohol ;
 - v. the Employee refusing to carry out the Employer's lawful and reasonable instruction; or
 - vi. the Employee not complying with the policies and procedures of the Employer; or
- 7.4.2 Conduct that causes imminent, and serious, risk to:
- i. the health, or safety, of a person; or
 - ii. the reputation, viability or profitability of the Employer's business.
- 7.5 Notwithstanding clauses 7.1 and 7.2, Employees absent from work for a period of three consecutive rostered shifts without the consent of the Employer and without notification to the Employer shall be deemed to have terminated their employment by abandonment.
- 7.6 Upon termination of employment, the Employee shall immediately return all documents, publications, manuals, corporate uniforms and other property, which are in the Employee's possession as a consequence of that employment.

8. Classifications

8.1 Each Employee is classified as assessed by the Employer as follows:

8.1.1 **Level 1** - Employees who work under direct supervision and apply knowledge and skills to a limited range of tasks. Such tasks may include receiving and distributing incoming mail; receiving and relaying oral and written messages; opening computer files, retrieving and copying data.

8.1.2 **Level 2** - Employees who may work under routine supervision with intermittent checking. Indicative tasks of a Level 2 position include updating and modifying existing organisational records; responding to incoming telephone calls; providing information from own function area; operating equipment; organising own work schedule; participating in identifying tasks for the team; reconciling invoices for payment to creditors.

8.1.3 **Level 3** - Employees who work under limited supervision with checking related to overall progress. Employees at this level may be responsible for the work of others and may be required to co-ordinate such work. Duties include, but are not limited to, reconciliation and balancing of accounts; preparing bank reconciliations, documentation and lodging of takings at bank; receiving and documenting payment/takings; dispatching statements to debtors; following-up and recording outstanding accounts; dispatching payments to creditors.

8.1.4 **Level 4** - Employees who may work without supervision, with general guidance on progress and outcomes sought. Employees at this level apply knowledge with depth in some areas and a broad range of skills. Employees apply competencies usually applied within routines, methods and procedures where discretion and judgement is required, for both self and others. Duties include, but are not limited to, preparing financial reports; undertaking and documenting costing procedures; drafting financial forecasts/budgets.

8.1.5 **Level 5** - Employees who may be supervised by professional staff and may be responsible for the planning, management and evaluation of the work of others. Employees at this level apply knowledge with substantial depth in some areas and a range of skills which may be varied or highly specific. Employees also apply knowledge and skills independently and non-routinely. Duties include, but are not limited to, administering PAYE salary records; processing payment of wages and salaries; preparing payroll data.

9. Hours of Work

9.1 Ordinary hours of work for Employees, exclusive of meal hours, will not exceed 38 hours per week on average over 52 weeks, and except where provided in clause 11, Shift Work, shall be worked between the hours of 6.00am and 7.00pm, Monday to Friday, inclusive, and between the hours of 6.00am and 12 noon on a Saturday.

9.2 All time worked outside ordinary hours as defined in clause 9.1 shall be additional hours. The Employer may require an Employee to work reasonable additional hours. The

Employee may refuse to work additional hours where this would result in the Employee working hours which are unreasonable, having regard to:

- 9.2.1 Any risk to the Employee's health and safety;
- 9.2.2 The Employee's personal circumstances, including any family responsibilities;
- 9.2.3 The needs of the workplace or enterprise; or
- 9.2.4 The notice (if any) given by the Employer of the additional hours and by the Employee of his or her intention to refuse it.

10. Remuneration

- 10.1 The minimum rates of pay for each hour worked are set out in Schedules A and B of this Agreement. Employees will be engaged on either a 'Base Rate' or 'Loaded Rate' system that will be decided on an Assignment per Assignment basis by the Employer based on the contractual requirements of the Client.
- 10.2 The 'Loaded Rate' set out in Schedule B includes provision for working additional hours, as defined in clause 9.2. As such, Employees paid the 'Loaded Rate' will be paid such rate for all ordinary hours and additional hours worked. Employees who are paid the 'Loaded Rate' set out in Schedule B will be entitled to the following additional entitlements, where applicable:
 - 10.2.1 Hours worked on Sunday shall be paid at double time the 'Loaded Rate'; and
 - 10.2.2 Hours worked on public holidays will be paid at double time and a half the 'Loaded Rate', with a minimum payment of four hours work.
 - 10.2.3 Notwithstanding clauses 10.2.1 and 10.2.2, Employees being paid in accordance with Schedule B may request or agree to work on a Sunday or public holiday and be paid their ordinary 'Loaded Rate'.
- 10.3 Employees who are paid the 'Base Rate' set out in Schedule A are entitled to the following additional entitlements, where applicable:
 - 10.3.1 Penalties for working additional hours, as defined in clause 9.2, as follows:
 - (a) for hours exceeding 38 hours per week, time and a half their 'Base Rate' for the first two hours and double time thereafter; and
 - (b) double time their 'Base Rate' for any hours worked after 12noon on a Saturday or any time on a Sunday.
 - 10.3.2 Hours worked between 6pm and 7pm Monday to Friday will be paid an additional loading of 17% of their 'Base Rate'.
 - 10.3.3 Hours worked on public holidays will be paid at double time and a half the 'Base Rate', with a minimum payment of four hours work.
 - 10.3.4 When calculating additional hours, each day's work shall stand alone.
 - 10.3.5 A weekly allowance of \$14.95 will be paid to an Employee, aged 21 years and over, who is required to work on a Saturday. Employees under 21 years of age will be paid a weekly allowance of \$10.10 when required to work on a Saturday.

- 10.3.6 Notwithstanding clauses 10.3.1 to 10.3.5, Employees working under Schedule A may request or agree to work additional hours and be paid their ordinary 'Base Rate'.
- 10.4 The casual hourly rates of pay in Schedules A and B are inclusive of a casual loading that is equal to or greater than the default casual loading under the Award and the Australian Fair Pay and Conditions Standard and the one-twelfth loading for annual leave under the Award.
- 10.5 Wages shall be paid fortnightly by electronic funds transfer to a bank or building society nominated by the Employee, upon receipt of completed timesheets for the preceding fortnight. The Employer will withhold payment of an Employee's wages in respect of a period of work until the Employer receives a completed and authorised timesheet in respect of that period of work.
- 10.6 The payment of a rate of pay higher than the minimum rates of pay on any particular Assignment shall not provide the Employee with any right to continuing payment of such rate of pay on any alternative Assignment.
- 10.7 The minimum rates of pay set out in Schedules A and B of this Agreement will be adjusted in line with changes to the Australian Fair Pay and Conditions Standard as made from time to time.
- 10.8 For the avoidance of doubt, this clause does not apply to shift workers as defined in clause 11.1.

11. Shift Work

- 11.1 A "shift worker" means an Employee whose ordinary hours of work include working any of the shifts as defined in clause 11.2.
- 11.2 The following working patterns comprise "shifts" for the purposes of this clause:
- 11.2.1 "Afternoon shift" means any shift finishing after 7:00pm and at or before 11:00pm, provided that where the majority of employees in the Client's place of work finish afternoon shift at a later time, up to 12 midnight, clerical employees may be required to work the same hours.
- 11.2.2 "Night shift" means any shift starting at or after 11:00pm and at or before 5:00am or finishing subsequent to 11:00pm and at or before 6:00am.
- 11.2.3 "Permanent night shift" means a night shift which does not rotate with another shift or shifts or day work and which continues for a period of not less than four consecutive weeks.
- 11.2.4 "Early Morning shift" applies to an employee whose ordinary hours on a regular shift commence between 5:00am and 6:00am except where such shift is part of a shift system and preceding an afternoon shift finishing at 11:00pm.

11.2.5 "Saturday shift" means all ordinary hours worked on a Saturday in accordance with the defined shifts in clauses 11.2.1 to 11.2.4 above, or between the hours of 6.00am and 6.00pm.

11.2.6 "Sunday shift" means all ordinary hours worked on a Sunday in accordance with the defined shifts in clauses 11.2.1 to 11.2.4 above, or between the hours of 6.00am and 6.00pm.

11.3 Commencement and ceasing times of a shift may in any case be varied by agreement between the Employer and Employee or in the absence of agreement may be varied by at least one week's notice given by the Employer to the Employee.

11.4 A shift worker shall, for work done during ordinary hours of any such shift, be paid their 'Base Rate' outlined in Schedule A, plus an additional loading as follows:

Afternoon shift	additional 17 per cent
Night shift	additional 20 per cent
Permanent night shift	additional 26 per cent
Early morning shift	additional 10 per cent

11.5 A shift worker whose ordinary working period includes a Saturday, Sunday or public holiday shall be paid their 'Base Rate' outlined in Schedule A, plus an additional loading as follows:

Saturday	additional 50 per cent
Sunday	additional 75 per cent
Holidays	additional 150 per cent

11.6 Where ordinary shift hours commence between 11:00pm and midnight on a Sunday or public holiday, the ordinary time worked before midnight shall not entitle the shift worker to the Sunday or public holiday loading. Provided that the ordinary time worked by a shift worker on a shift commencing before midnight on the day preceding a Sunday or public holiday and extending into a Sunday or public holiday shall be regarded as ordinary time worked on such Sunday or public holiday.

11.7 A permanent shift worker whose rostered day off coincides with a public holiday shall be paid a day's pay in addition to their normal wage, or have a day added to their annual leave.

12. **Family Friendly Provisions**

12.1 All hours will be made available to Employees. Where Employees have family, personal and/or study commitments the Employer will attempt to accommodate Employees as best as possible, considering the operational requirements of the business.

12.2 The Employer agrees to, subject to the requirements of the Client:

12.2.1 Take into account family responsibilities when assigning hours;

- 12.2.2 Recognise the impracticality of an Employee working excessive additional hours;
- 12.2.3 Allow personal phone calls in the case of family emergencies; and
- 12.2.4 Be receptive to requests for leave during school holidays.

13. Public Holidays

- 13.1 The following days are public holidays: New Year's Day, Australia Day, Canberra Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day and any other government gazetted public holidays in the relevant state or territory in which the work is being performed.
- 13.2 The Employer may request the Employee to work on a particular public holiday. The Employee may refuse the request (and take the day off) if the Employee has reasonable grounds for doing so, in accordance with the provisions of Part 12, Division 2, of the Act.
- 13.3 Permanent on-hire Employees are entitled to payment if not required by the Employer to work on a public holiday where their regular rostered hours, as determined by the SAC, fall on such public holiday.
- 13.4 Permanent on-hire Employees shall be entitled to one additional day as a public holiday in each calendar year. Such additional holiday shall be observed on the day when the majority of employees in an establishment observe a day as an additional holiday or on another day mutually agreed between the Employer and Employee. The additional holiday is not cumulative and must be taken within each calendar year.

14. Superannuation

- 14.1 The Employer shall contribute, on behalf of the Employee, superannuation to a fund that will be nominated by the Employer, in accordance with the requirements of the relevant, prevailing superannuation legislation.

15. Annual Leave

- 15.1 This clause only applies to permanent on-hire Employees.
- 15.2 Permanent on-hire Employees are paid a loaded hourly rate in which the cash provision for annual leave is incorporated in lieu and in advance. Notwithstanding, permanent on-hire Employees have an entitlement to take up to 4 weeks' unpaid annual leave per year for the purposes of physical and mental rest and respite from work.

16. Sick/Carer's Leave

- 16.1 This clause only applies to permanent on-hire Employees.

- 16.2 Subject to clause 16.3, a permanent Employee who is unable to attend or remain at his/her place of employment due to personal illness or personal incapacity, shall be entitled to pay at the ordinary hourly rate as follows:
- 16.2.1 Up to 10 days sick pay for each year of continuous employment, accruing on a pro-rata basis for each completed four week period of continuous employment.
- 16.2.2 Unused sick leave entitlements shall be cumulative.
- 16.2.3 Permanent on-hire Employees are entitled to access a maximum of 10 days per year of their sick leave entitlement to provide care or support to a sick or injured immediate family or household member.
- 16.2.4 An immediate family member is either a spouse, child, parent, grandparent, grandchild or sibling of the Employee or a child, parent, grandparent, grandchild or sibling of a spouse of the Employee.
- 16.3 Permanent on-hire Employees are expected to comply with the following requirements when taking sick or carer's leave:
- 16.3.1 The permanent Employee shall, where practicable, advise the Employer of his/her inability to attend for work at least 3 hours prior to the commencement of their shift and as far as possible the nature of the illness and the estimated period of absence.
- 16.3.2 The permanent Employee shall produce a medical certificate or other satisfactory evidence to prove the permanent Employee's inability to attend for duty on the days in respect of which sick or carer's leave is claimed.
- 16.3.3 A permanent Employee shall not be entitled to paid sick leave for any period in respect of which he or she is entitled to workers compensation.

17. Compassionate Leave

- 17.1 This clause only applies to permanent on-hire Employees.
- 17.2 Permanent on-hire Employees are entitled to a period of 2 days paid compassionate leave for each permissible occasion. A permissible occasion occurs when a member of the Employee's immediate family, as defined in clause 16.2.4, or household:
- (i) contracts a personal illness that poses a serious threat to his/her life;
 - (ii) sustains a personal injury that poses a serious threat to his/her life; or
 - (iii) dies.
- 17.3 An Employee is expected to comply with the notice and documentation requirements under clause 16.3, to the extent to which they apply to the Employee.

18. Unpaid Carer's Leave

- 18.1 This clause applies to permanent and casual on-hire Employees.
- 18.2 Permanent and casual on-hire Employees are entitled to a period of up to 2 days unpaid carer's leave for each permissible occasion. A permissible occasion occurs when a member of the Employee's immediate family, as defined in clause 16.2.4, or household requires care or support because of a personal illness or injury or an unexpected emergency.
- 18.3 An Employee is expected to comply with the notice and documentation requirements under clause 16.3, to the extent to which they apply to the Employee.
- 18.4 A permanent Employee is only entitled to unpaid carer's leave if the Employee has exhausted all of their paid sick and paid carer's leave entitlement.

19. Parental Leave

- 19.1 Parental leave entitlements are in accordance with the Act and apply to permanent and eligible casual on-hire Employees.
- 19.2 An eligible casual Employee is an Employee who has been employed by the Employer on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months and who, but for the pregnancy or the decision to adopt, would have a reasonable expectation of continuing engagement on a regular and systematic basis.
- 19.3 For the avoidance of doubt, parental leave includes maternity leave, paternity leave and adoption leave.
- 19.4 An Employee entitled to parental leave may request the Employer to:
- (i) to extend the period of simultaneous unpaid parental leave (taken with a partner) use up to a maximum of eight weeks; or
 - (ii) allow the Employee to extend the period of parental leave by a further continuous period of leave not exceeding 12 months; or
 - (iii) to return from a period of parental leave on a part-time basis until the child reaches school age.
- 19.5 The Employer shall consider the request having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

20. Long Service Leave

- 20.1 Employees are entitled to long service leave in accordance with the applicable legislation.

21. Jury Service

- 21.1 This clause only applies to permanent on-hire Employees.
- 21.2 Permanent on-hire Employees shall be allowed leave of absence during any period when required to attend for jury service. Employees required to attend jury service during regular rostered hours shall be paid the difference between the jury service payment received and the ordinary hourly rate of pay the Employee would have received for the period of ordinary hours that would have been worked but for jury service attendance.
- 21.3 The Employee shall be required to produce to the Employer proof of jury service payment received and proof of requirements to attend and attendance on jury service. The Employee shall provide the Employer notice of such requirements as soon as practicable after receiving notification to attend for jury service.

22. Fitness for Work

- 22.1 Employees will be expected to attend for work in a fit and healthy condition each day so that they can safely perform their work. Accordingly, it is prohibited for Employees to attend for work under the influence of any drug or intoxicant. The possession of drugs other than those medically prescribed is prohibited.
- 22.2 To ensure the Employer's duty of care, Employees may be required to undertake a pre-employment medical (which may include participate in drug, alcohol and fatigue testing) at the request of the Employer and/or the Client.

23. Redundancy

- 23.1 Redundancy occurs where the Employer has made a definite decision that they no longer wish the job being performed by an Employee to be done by anyone and that decision leads to the termination of the Employee's employment, except where this is due to the ordinary and customary turnover of labour.
- 23.2 Where an Employee is terminated due to redundancy the Employer must notify the Employee, or provide payment in lieu, in accordance with notice requirements of clause 7.2 of this Agreement. In addition, the Employee shall be entitled to the following amount of severance pay in respect of a period of continuous service:

5 years and less than 6 years	14 weeks' pay
6 years and over	16 weeks' pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay
2 years and less than 3 years	7 weeks' pay
3 years and less than 4 years	10 weeks' pay
4 years and less than 5 years	12 weeks' pay

23.3

Notwithstanding clause 23.2, where an Employee is aged 45 years or over, such Employee shall be entitled to the following amount of severance pay in respect of a period of continuous service:

Permanent Employee's period of continuous service with the Employer	Severance pay
Less than 1 year	Nil
1 year and less than 2 years	5 weeks' pay
2 years and less than 3 years	8.75 weeks' pay
3 years and less than 4 years	12.5 weeks' pay
4 years and less than 5 years	15 weeks' pay
5 years and less than 6 years	17.5 weeks' pay
6 years and over	20 weeks' pay

23.4 For the purposes of this clause 23, continuous service refers to service commencing at the commencement of each Assignment, as described in clause 4.2.3.

23.5 For the avoidance of doubt, this clause does not apply to the following Employees:

23.5.1 Employees terminated as a consequence of serious misconduct that justifies dismissal without notice;

23.5.2 Probationary Employees;

23.5.3 Apprentices and trainees;

23.5.4 Casual on-hire Employees; and

23.5.5 Employees engaged for a specific period of time or for a specified task or tasks.

23.6 This provisions of this clause do not apply during a transmission of business, in any of the following circumstances:

23.6.1 Where the Employee accepts employment with a new employer that recognises the Employee's period of continuous service with the Employer to be continuous service with the new employer; or

23.6.2 Where the Employee rejects an offer of employment with the new employer in which:

(i) the Employee's terms and conditions are, on an overall basis, no less favourable than the Employee's terms and conditions at the time of ceasing employment with the Employer; and

(ii) the new employer recognises the Employee's period of continuous service with the Employer to be continuous service with the new employer.

23.7 This clause only applies where the Employer employs 15 or more employees.

24. **Stand Down**

- 24.1 The Employer may stand down an Employee without pay where the Employee cannot be usefully employed due to a strike, or breakdown of machinery, or stoppage of work for any cause where the Employer cannot reasonably be held responsible.
- 24.2 For the avoidance of doubt, an Employee's continuity of service is not broken during a period of stand down.

25. Meal Breaks and Meal Allowances

- 25.1 Employees other than shift workers who work for more than 5 consecutive hours are entitled to an unpaid meal break in accordance with the provisions of this Agreement. The Employee will be provided with a 30 minute meal break after they have worked five consecutive hours and before the end of their shift. The meal break is to be taken at a time agreed between the Client of the Employer and the Employee, taking into account the operational requirements of the Client.
- 25.2 An Employee other than a shift worker can access a 10 minute rest break where the Employee works more than four consecutive hours.
- 25.3 An Employee other than a shift worker working additional hours as defined by clause 9.2 shall be paid a meal allowance of \$10.85 when required to work beyond 7.00pm. A further \$10.85 allowance will be paid if additional hours are continued to be worked beyond 10.00pm.
- 25.4 A shift worker working a night shift, afternoon shift or early morning shift, as defined in clause 11.2, shall be allowed at least 20 minutes for a meal during each shift before the expiration of five hours. Such meal break shall be counted as time worked.
- 25.5 A shift worker shall be entitled to a meal allowance of \$10.85 when required to work in excess of 1 additional hour on any shift. A further \$10.85 allowance will be paid if a shift worker is required to work in excess of 5 additional hours during a shift.

26. Uniforms

- 26.1 Where the Client requires or encourages Employees to wear a uniform, or where the nature of the work performed by the Employee requires the provision of protective clothing, the same shall be supplied by the Employer, free of charge, to the Employee.
- 26.2 Such uniform or other clothing shall remain the property of the Employer and must be returned to the Employer upon completion or termination of an Assignment.

27. Confidential Information

- 27.1 For the purposes of this Agreement confidential information shall include, but is not limited to:
- (i) Turnover figures;
 - (ii) Marketing information, including matters relating to promotions, sales and marketing techniques;
 - (iii) Any information relating to a Client or the Employer;
 - (iv) Financial data including any matters pertaining to income, expense, assets and liabilities;
 - (v) Information relating to the Client, Employer, staff, customers and suppliers;
 - (vi) Information relating to the technology employed by the Client and Employer;
 - (vii) Information from the data base of the Client or Employer;
 - (viii) Any matter relating to Client or Employer Policies and Procedures;
 - (ix) Information specifically designated as confidential by the Client or Employer;
 - (x) Client databases and any information held within.
- 27.2 The Employee must immediately notify the Employer of any suspected or actual unauthorised use, copying or disclosure of any of the foregoing confidential matters and provide reasonable assistance as requested by the Employer in relation to any proceedings the Employer may take against an Employee for such unauthorised use, copying or disclosure of confidential information.
- 27.3 The Employee agrees and undertakes not to utilise or disclose to any person, company or other third party confidential information acquired as a direct or indirect result of his or her employment with the Employer at any time during the operation of this Agreement unless previously and expressly authorised in writing by the Employer.
- 27.4 The Employee further agrees and undertakes not to disclose any confidential information to any other person for a period of 3 years after the termination of this Agreement or after termination of employment, whichever is the later.

28. Dispute Resolution Procedure

- 28.1 All disputes or grievances arising between the Parties shall as far as practical be resolved at the workplace level through consultation. Accordingly the following procedure must be followed:
- 28.1.1 Initially the Employee shall discuss any grievance, dispute or claim with their immediate supervisor;
 - 28.1.2 If the matter is not resolved at such a meeting, the Parties may hold further discussions with appropriate senior levels of management;
 - 28.1.3 If the matter cannot be resolved at the workplace level, the Parties agree to refer the matter to a third party mediator to mediate the dispute. Any such mediator will conduct the mediation in accordance with the provisions of Part 13, Division 6 of the Act.

- 28.2 To the extent that the dispute concerns Employee entitlements or Employer obligations under the Agreement the Employer will ask for the Employee's agreement to seek advice from EI Legal Pty Ltd.
- 28.3 This dispute resolution procedure does not apply to Employees where the Employer has given notice and reasons for termination according to clause 7 of the Agreement.
- 28.4 Where the Parties agree to pursue mediation the Parties:-
- 28.4.1 Will participate in the mediation process in good faith;
 - 28.4.2 Acknowledge the right of other to appoint in writing, another person to act on their behalf in relation to the mediation process;
 - 28.4.3 Agree not to commence any action against the other; and
 - 28.4.4 Agree that during the time when the Parties attempt to resolve the matter:
 - i) the Parties continue to work in accordance with the contract of employment unless the Employee has a reasonable concern about an imminent risk to his or her health or safety; and
 - ii) subject to relevant provisions of any state or territory occupational safety law, even if the Employee has a reasonable concern about an imminent risk to his or her health or safety, the Employee must not unreasonably fail to comply with a direction by his or her Employer to perform other available work, whether at the same workplace or another workplace, that is safe and appropriate for the Employee to perform; and
 - iii) the Parties must cooperate to ensure that the dispute resolution procedures are carried out as quickly as is reasonably possible.

29. Savings Clause

- 29.1 This Agreement will not reduce the minimum earnings per hour or week as the case may be of existing Employees assuming similar rosters and hours are agreed and worked by the Employee to those for the period 1 month prior to the operation of this Agreement.

SCHEDULE A – BASE RATES OF PAY

Part 1 - Permanent on-hire Employees

	<i>Permanent Hourly Rate \$</i>
Level 5	
17 years of age	8.74
18 years of age	10.82
19 years of age	12.36
20 years of age	14.60
21 years and over	21.21
Level 4	
17 years of age	8.74
18 years of age	10.82
19 years of age	12.36
20 years of age	14.60
21 years and over	19.60
Level 3	
17 years of age	8.74
18 years of age	10.82
19 years of age	12.36
20 years of age	14.60
21 years and over	18.40
Level 2	
Under 17 years of age	6.63
17 years of age	8.30
18 years of age	10.18
19 years of age	11.54
20 years of age	13.58
21 years and over	17.43
Level 1	
Under 17 years of age	6.63
17 years of age	8.30
18 years of age	10.18
19 years of age	11.54
20 years of age	13.58
21 years and over	16.82

Part 2 - Casual on-hire Employees

	<i>Casual Hourly Rate \$</i>
Level 5	
17 years of age	10.43
18 years of age	12.89
19 years of age	14.73
20 years of age	17.39
21 years and over	25.27
Level 4	
17 years of age	10.43
18 years of age	12.89
19 years of age	14.73
20 years of age	17.39
21 years and over	23.35
Level 3	
17 years of age	10.43
18 years of age	12.89
19 years of age	14.73
20 years of age	17.39
21 years and over	21.92
Level 2	
Under 17 years of age	7.90
17 years of age	9.89
18 years of age	12.13
19 years of age	13.75
20 years of age	16.18
21 years and over	20.76
Level 1	
Under 17 years of age	7.90
17 years of age	9.89
18 years of age	12.13
19 years of age	13.75
20 years of age	16.18
21 years and over	20.04

SCHEDULE B – LOADED RATES OF PAY

Part 1 - Permanent on-hire Employees

	<i>Permanent Hourly Rate \$</i>
Level 5	
17 years of age	9.57
18 years of age	11.84
19 years of age	13.53
20 years of age	15.98
21 years and over	23.22
Level 4	
17 years of age	9.57
18 years of age	11.84
19 years of age	13.53
20 years of age	15.98
21 years and over	21.45
Level 3	
17 years of age	9.57
18 years of age	11.84
19 years of age	13.53
20 years of age	15.98
21 years and over	20.14
Level 2	
Under 17 years of age	7.26
17 years of age	9.09
18 years of age	11.14
19 years of age	12.63
20 years of age	14.87
21 years and over	19.08
Level 1	
Under 17 years of age	7.26
17 years of age	9.09
18 years of age	11.14
19 years of age	12.63
20 years of age	14.87
21 years and over	18.41

Part 2 - Casual on-hire Employees

	<i>Casual Hourly Rate \$</i>
Level 5	
17 years of age	12.49
18 years of age	15.43
19 years of age	17.63
20 years of age	20.82
21 years and over	30.25
Level 4	
17 years of age	12.49
18 years of age	15.43
19 years of age	17.63
20 years of age	20.82
21 years and over	27.95
Level 3	
17 years of age	12.49
18 years of age	15.43
19 years of age	17.63
20 years of age	20.82
21 years and over	26.25
Level 2	
Under 17 years of age	9.46
17 years of age	11.84
18 years of age	14.52
19 years of age	16.46
20 years of age	19.37
21 years and over	24.85
Level 1	
Under 17 years of age	9.46
17 years of age	11.84
18 years of age	14.52
19 years of age	16.46
20 years of age	19.37
21 years and over	23.99