



FAIR WORK
AUSTRALIA

DECISION

Fair Work Act 2009

s.185—Approval of enterprise agreement

Landmark Operations Limited

(AG2009/24286)

LANDMARK OPERATIONS LIMITED ENTERPRISE AGREEMENT 2009

Clerical industry

DEPUTY PRESIDENT IVES

MELBOURNE, 12 MARCH 2010

Application for approval of the Landmark Operations Limited Enterprise Agreement 2009.

[1] An application has been made for approval of an enterprise agreement known as the *Landmark Operations Limited Enterprise Agreement 2009* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Landmark Operations Limited. The Agreement is a single-enterprise agreement.

[2] The Agreement was made during the bridging period¹ as defined in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (the Transitional Act), accordingly, when considering whether to approve the Agreement I have taken into account the provisions of Part 2–4 of Chapter 2 of the Act as modified by Schedule 7 of the Transitional Act.

[3] The Finance Sector Union (FSU) wrote a letter dated 22 January 2010 to Fair Work Australia raising various objections to the approval of the Agreement. I have considered those objections and responses to them received from representatives of the Applicant. I have decided to approve the Agreement.

[4] I am satisfied that each of the requirements of ss.186, 187 and 188 of the Act as are relevant to this application for approval have been met.

[5] An undertaking pursuant to s.190 of the Act in respect of Clause 29.2 and Clause 29.5 of the Agreement has been made and is attached to the Agreement (signed copy on file).

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 19 March 2010. The nominal expiry date of the Agreement is 11 March 2014.

¹ Item 2, Part 1, of Schedule 2.

[2010] FWAA 1987

DEPUTY PRESIDENT

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**Landmark Operations Limited
Enterprise Agreement 2009**

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1 Agreement

1.1 Parties to the Agreement

This Agreement is made between and applies to:

- (a) Landmark Operations Limited (**Employer**); and
- (b) all Employees of the Employer who fall within the classifications set out in this Agreement (**Employees**) but excluding employees who are paid above the High Income Threshold (which is defined in clause 4 of this Agreement).

1.2 Reason for the Agreement

The parties have chosen to enter into this Agreement in order to provide clarity and certainty for the Employees and the Employer going forward.

1.3 Relationship to the Award

This Agreement replaces the Award (which is defined in clause 4 of this Agreement) in its entirety.

2 Commencement

This Agreement will commence 7 days after it has been approved by Fair Work Australia.

The parties agree that the provisions of this Agreement will be backdated to 1 January 2010 once approved by Fair Work Australia.

3 Nominal Expiry Date

The nominal expiry date of this Agreement is four years after the day on which it commences.

4 Definitions and interpretation

In this Agreement:

Act means the *Workplace Relations Act 1996* (Cth) or the *Fair Work Act 2009* (Cth), whichever is in operation at the relevant time.

Award means the *Clerical and Salaried Staffs' (Agribusiness) Award 1999* as in place immediately before this Agreement was voted on by the Employees.

Casual Employee has the meaning given in clause 5.3.

Clerical Employee means any Employee exclusively or principally employed to perform clerical work.

Full-time Employee means an Employee who works 40 ordinary hours per week, being 38 hours plus two reasonable additional hours.

High Income Threshold means the high income threshold under section 333 of the *Fair Work Act 2009* (Cth) and as prescribed by the *Fair Work Regulations 2009* (Cth) from time to time. At the time of negotiating this Agreement the High Income Threshold is \$108,300.

Junior Employee means an Employee under the age of 21 years.

Major regional centre means a livestock selling centre with a minimum of two regularly scheduled livestock auctions per week for at least six months of the year.

Non-clerical Employee means an Employee other than a Clerical Employee.

Ordinary time rate of pay means the rate of pay paid to an Employee pursuant to clause 6 (Wages and Classifications) and excludes payment for overtime, penalty rates, allowances of any kind, bonuses and any other ancillary payments of a like nature.

Part-time Employee has the meaning given in clause 5.2.

Seven day shift worker means an Employee who works in a part of the Employer's business where shifts are continuously rostered 24 hours a day for 7 days a week and the Employee is regularly rostered to work those shifts and regularly works on Sundays and public holidays.

Shift worker means an Employee other than a seven day shift worker, employed to work shifts in accordance with clause 14.

Supervisor means and includes any Employee to whom an employee normally reports or is accountable to.

Voluntary Emergency Service Organisation means a recognised volunteer fire fighting, rescue or other body that has a role in coping with emergencies and/or disasters.

Zones A and B mean zones A and B as prescribed in Schedule Two of the *Income Tax Assessment Act 1936* (Cth) as in place immediately prior to the Employees voting on this Agreement.

5 Employment Categories

5.1 All Employees

- (a) The Employer may direct an Employee to carry out such duties as are within the limits of the Employee's skill, competence and training.
- (b) On commencement with the Employer, the Employee will be advised whether their role is full-time, part-time or casual.

5.2 Part-time Employees

- (a) A regular part-time Employee is one who:
 - (i) works less than 38 hours per week; and
 - (ii) has reasonably predictable hours of work; and

- (iii) receives, on a pro rata basis, equivalent pay and conditions to those of full-time Employees doing the same kind of work.
- (b) The hourly rate of pay for ordinary time worked by a Junior part-time Employee will be calculated by applying the relevant percentage prescribed in clause 5.4 to the hourly rate calculated in accordance with clause 6, for the classification.

5.3 Casual Employees

- (a) A Casual Employee is one employed and paid as such. Each day's employment will stand alone.
- (b) The hourly rate for ordinary time worked by a casual adult Employee will be the appropriate hourly rate plus twenty per cent.
- (c) The hourly rate for ordinary time worked by a casual Junior Employee will be calculated by applying the relevant percentage prescribed in clause 5.4 to the appropriate hourly rate plus twenty per cent.
- (d) Casual Employees will not be entitled to public holidays, paid or unpaid annual leave, paid personal leave or paid compassionate leave.
- (e) Certain Casual Employees may be entitled to parental leave and long service leave under the Act or the long service leave legislation in the state in which they work.

5.4 Junior Employees

- (a) The minimum wage rates for junior Employees will be the following percentage of the applicable rates for the positions they are employed to perform.

Age	Percentage
At sixteen years of age and under	50
At seventeen years of age	60
At eighteen years of age	70
At nineteen years of age	80
At twenty years of age	90

- (b) Calculation will be made to the nearest dollar per annum, any amount of 50 cents or less to be disregarded.

6 Classifications and wage rates

6.1 Classifications

Classifications under this Agreement are listed in Schedule 1.

6.2 Wage rates

Clerical	Annual rate
Grade 1	\$30,160
Grade 2	\$33,155
Grade 3	\$35,100
Grade 4	\$36,920
Non Clerical	Annual rate
Grade 1	\$30,160
Grade 2	\$33,155
Grade 3	\$35,100
Grade 4	\$36,920
Grade 5	\$38,480
Grade 6	\$43,264

7 Wage increases under this Agreement

7.1 Wage increases

- (a) Wage increases for the duration of this Agreement will be subject to:
 - (i) the performance of the Employer; and
 - (ii) the performance of each individual Employee.
- (b) Wage increases are at the sole and absolute discretion of the Employer and will be considered as part of the annual remuneration review.
- (c) Employees may be offered higher rates of pay than those outlined in clause 6.2, from time to time, on the basis of their individual performance.

7.2 Employer's guarantee

Save for employees on a commission-only arrangement under clause 8.1 the Employer guarantees that each Employee's ordinary time rate of pay will be no less than the applicable rate under the pay and classification scale derived from the Award or, from 1 January 2010, the minimum ordinary time earnings established in the applicable Modern Award.

8 Remuneration agreements

8.1 Employees covered by this clause

Employees remunerated by commission or other incentive basis (including real estate, livestock, insurance, wool, merchandise or technical sales representatives) and/or Employees who are paid fifteen per cent above the applicable wage rate will be employed in accordance with this clause.

8.2 Operation of this clause

- (a) Where a remuneration agreement is in place pursuant to clause 8.1, the Employee will only be entitled to the provisions in the following clauses:
- (i) Clause 7.1 – Wage Increases;
 - (ii) Clause 9– Payment of Wages and Allowances;
 - (iii) Clause 10.3 – Clothing Allowance;
 - (iv) Clause 10.4 – Meal Allowance;
 - (v) Clause 10.6 – Vehicle Allowance;
 - (vi) Clause 11.3 – Time in Lieu;
 - (vii) Clause 15.1,15.3,15.4 - Annual leave;
 - (viii) Clause 15.5 – 48/52 Leave;
 - (ix) Clause 16 - Personal leave;
 - (x) Clause 17 – Compassionate Leave;
 - (xi) Clause 18– Long Service Leave;
 - (xii) Clause 19 - Parental leave;
 - (xiii) Clause 20 – Community Service Leave;
 - (xiv) Clause 21.1 & 21.2 – Public Holidays and Landmark Day;
 - (xv) Clause 22 – Superannuation;
 - (xvi) Clause 23 – Policies and Procedures;
 - (xvii) Clause 24 – Training;
 - (xviii) Clause 25 - Termination of employment;
 - (xix) Clause 27 – Redundancy;
 - (xx) Clause 29 – Dispute Settlement Procedure; and

(xxi) Clause 30 – Individual Flexibility Arrangements.

- (b) The remuneration may be packaged in any manner agreed subject only to the prevailing law.
- (c) The wages applicable for annual leave will be determined by dividing by 52 the total of all commissions or payments received in the twelve months prior to leave falling due, or the salary of a level 1 Employee divided by 52, whichever is the lesser.

9 Payment of wages and allowances

- (a) Wages and allowances will be paid weekly or fortnightly, or as agreed between the Employer and Employee. Wages and allowances may be paid by cash, cheque or electronic funds transfer.
 - (i) Where the employer and employee have agreed to monthly payment, this will comprise two weeks in arrears and two weeks in advance.
 - (ii) For new permanent employees payment can be made fortnightly upon written request for a maximum of two months before reverting to the monthly pay run.
- (b) Annual salary rates will be divided by:
 - (i) 12 where paid monthly;
 - (ii) 26 where paid fortnightly; or
 - (iii) 52 where paid weekly;
- (c) Hourly rates will be determined by dividing the weekly rate by 40.
- (d) Payment for overtime worked within a pay period need not be made until the succeeding pay period.

10 Allowances

10.1 Zone allowance – non Northern Territory Employees

The following allowances will be paid in addition to the wage rates to Clerical Employees working in Zones A and B.

	Per annum \$
Adults	163.55
Juniors	82.50

10.2 Zone allowance – Northern Territory Employees

The following allowances will be paid to adult Clerical Employees in the Northern Territory in substitution for the Zone allowance paid under clause 10.1.

	Per annum \$
North of the 20 th parallel of south latitude	572.80
South of the 20 th parallel of south latitude	326.70

10.3 Clothing allowance

The Employer currently provides clothing to appropriate Employees, free of charge to the limits of the uniform policy. Any Personal Protective Equipment prescribed by the SH&E Manager will be provided in addition to this allowance eg boots, gloves.

10.4 Meal allowance

An allowance of \$15.00 or a reasonable amount to the value of a receipt/tax invoice will be paid (unless a meal of equivalent value is provided by the Employer):

- (a) For work after 6.30 p.m. on any day (provided the Employee works for more than five hours on that day);
- (b) For work on a Saturday, Sunday or public holiday after 1.00 p.m. (provided the Employee works for more than five hours on that day);
- (c) For work on any day before 5.00 a.m. (provided the Employee works for more than five hours on that day).

10.5 Travelling allowance

Employees required to work temporarily at a location other than their usual place of work will be paid an allowance equal to the cost of travel.

10.6 Vehicle allowance

With the approval of the Employer, Employees using their private vehicle on company business will be paid 74 cents per kilometre travelled indexed by CPI annually on 1st October.

11 Hours of work

11.1 Spread of hours

The ordinary working hours will be 38 hours per week plus two reasonable additional hours (being a total of 40 ordinary working hours), excluding meal breaks, and worked:

- (a) Between 5.00 a.m. and 6.30 p.m. Mondays to Fridays. Provided that in workplaces where the spread of hours of the majority is greater than provided in this Agreement,

the spread of hours applicable to the majority will be the spread of hours for the purpose of this Agreement; and

- (b) Between 5.00 a.m. and 1.00 p.m. on Saturdays

11.2 Subject to change by agreement

- (a) Ordinary hours may be worked on Saturdays and Sundays subject to agreement between the Employer and the majority of Employees in any workplace.
- (b) An individual Employee may agree with the Employer that his or her ordinary hours of work may be worked on Saturdays and Sundays.
- (c) The spread of hours referred to in clauses 11.1(a) and 11.1(b) may be altered by agreement between an Employer and the majority of Employees affected.

11.3 Time in Lieu

The Employer will have regard for the total working hours that an employee works during the week and, where deemed appropriate, will ensure that time in lieu is available at a mutually agreed time.

12 Breaks

- (a) On Monday to Friday inclusive, Clerical Employees will be entitled to an unpaid meal break of not less than half an hour at a time agreed.
- (b) Non-clerical Employees are entitled to a twenty minute paid crib break on any day they work eight or more hours.
- (c) Shift workers will not work more than 4½ hours without an unpaid meal break of 30 minutes.
- (d) The Employer and an Employee may agree to any variation of this clause to meet the circumstances of the work in hand provided that the Employer will not be required to make any payment in respect of any time allowed in excess of twenty minutes.

13 Overtime

13.1 Application of this clause

The provisions of this clause do not apply to:

- (a) Clerical Employees paid \$1,500 or more above the wage rate for Grade 3 under clause 6 of this Agreement; or
- (b) Non-clerical Employees.

The Employer should ensure that time worked outside ordinary working hours by Non-clerical Employees are as far as possible balanced by allowing the equivalent time off.

13.2 Employer may require Employee to work reasonable overtime

Subject to clauses 13.1 and 13.3 the Employer may require an Employee to work reasonable overtime at overtime rates.

13.3 Employee may refuse to work overtime if unreasonable

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

- (a) any risk to Employee health and safety;
- (b) the Employee's personal circumstances including any family responsibilities;
- (c) the needs of the workplace or enterprise;
- (d) the notice (if any) given by the Employer of the overtime and by the Employee of his or her intention to refuse it; and
- (e) any other relevant matter.

13.4 Overtime rates

Clerical Employees who are instructed by their supervisor to work outside ordinary hours will be paid for the time worked at the following rates:

- (a) Time worked, except on Sundays and public holidays, outside the spread of hours or in excess of 40 hours in any one week, will be paid at the rate of time and a half for the first three hours and double time thereafter.

13.5 Other overtime allowances

- (a) Where Employees work authorised overtime when the usual or reasonable means of transport is not available, the Employer at its expense will provide transport to the Employee's place of residence.
- (b) Where a Clerical Employee is recalled to work other than in a capital or principal city at a time three hours or more after normal finishing time such Employee will be paid for a minimum of four hours.

14 Shift work

14.1 Ordinary hours of work for shift workers

Ordinary hours of work will not exceed:

- (a) 8 in any one day inclusive of a twenty minute crib break; nor
- (b) 48 in any one week; nor
- (c) 88 in fourteen consecutive days; nor
- (d) 160 in 28 consecutive days; nor

- (e) 1976 in 52 weeks.

14.2 Hours for shift workers, other than seven day shifts

The ordinary hours of work will not exceed 40 in any week and worked between 10.00 p.m. Sunday and 8.00 a.m. Saturday, inclusive.

14.3 Transfers to existing shift rosters

Until the expiration of 48 hours' notice of the specified shift on which the Employee is to work an Employee will:

- (a) if immediately previously employed on seven day shift work, be paid at the rate of double time; or
- (b) if immediately previously employed on other shift work or day work be paid at the rate of time and a half for the first three hours and double time thereafter.

14.4 Variation of methods of working shifts

The method of working shifts and/or the times of commencing and finishing shifts once having been determined may in any case be varied by agreement between the Employer and the Employee(s) concerned to suit the circumstances of the establishment or in the absence of agreement by 48 hours notice of variation given by the Employer to the Employee or Employees.

14.5 Definitions – afternoon and night shift and penalties

- (a) **Afternoon shift** means finishing after 6.00 p.m. and at or before midnight.
- (b) **Night shift** means finishing after midnight and at or before 8.00 a.m.
- (c) **Permanently working** an afternoon or night shift or combination thereof means:
 - (i) An afternoon or night shift or combination thereof without rotating or alternating with other shifts or with day work so that the Employee has at least one-third of the working time afternoon or night shift thereof in each cycle; or
 - (ii) An afternoon or night shift only, or a combination thereof for longer than four consecutive weeks; or
 - (iii) Specifically engaged to work on an afternoon or night shift only, or combination thereof.

14.6 Allowances for shift workers

- (a) Seven day shifts arranged on either a three shifts per day basis or a two shifts per day basis and working in turn each shift in the roster, will be paid an allowance of \$3492 per annum in substitution for shift penalties elsewhere provided in this Agreement.
- (b) Other than seven day shifts:

- (i) arranged on either a three shifts per day basis or a two shifts per day basis and working in turn each shift on the roster, will be paid an allowance at the rate of \$1744 per annum.
 - (ii) arranged on the basis of an afternoon or night shift rostered in conjunction with day work in a cycle that gives the worker a half or more of the ordinary hours of work in the cycle on day work will be paid only for each week worked on such shifts an allowance equal to one-fifty second of the said allowance of \$1744 per annum.
- (c) Where an Employee works a shift on a public holiday prescribed by this Agreement, the Employee will be paid for such shift in accordance with the provisions of the first paragraph of clause 14.8 or 14.10 hereof, and the weekly equivalent of the Employee's allowance will be reduced by one-fifth for each public holiday shift so paid for.
- (d) Workers engaged on shifts other than those referred to in clause 14.1 hereof will for ordinary hours, be paid the following extra percentages of their respective pay rates;

Shift	Percentage
Permanently working afternoon shift	20
Permanently working night shift	30
Permanently working alternate night and afternoon shifts:	
• When on afternoon shift	20
• When on night shift	30
Afternoon or night shift which does not continue for at least five consecutive afternoons or nights	50

- (e) The above percentages will not be applied to the payment for any extra shift in any case where the shift worker is entitled to receive the extra rates prescribed in 14.7(a), 14.7(b), 14.8(a), and 14.8(b).

14.7 Saturday work for shift workers

- (a) Seven day shift workers

The rate paid to a seven-day shift worker where the major portion of a shift falls between midnight on Friday and midnight on Saturday will be time and a half.

- (b) Other than seven day shift workers

For work done on Saturday outside of the Employee's ordinary hours by a worker other than a seven day shift worker, the rate of pay will be time and a half for the first three hours and double time thereafter. Workers reporting for work on a Saturday (other than work in ordinary hours) will be paid at least four hours for each

attendance. If Saturday hours are continuous with hours commenced prior to midnight Friday, clause 14.10 applies.

14.8 Sunday and Public Holiday work for shift workers

(a) Seven day shift workers

- (i) The rate paid to a seven day shift worker where the major portion of a shift falls between midnight on Saturday, and midnight on Sunday or on a public holiday, other than Good Friday and Christmas Day, will be double time and for work on Good Friday and Christmas Day will be triple time.
- (ii) A seven day shift worker whose rostered day-off falls on a public holiday, Monday to Friday inclusive, and is not required to work will receive eight hours pay at the ordinary time rate in addition to the weekly wage.

(b) Workers other than seven day shift workers

- (i) The rate of pay will be double time, such double time to continue until the Employee is relieved. An Employee required to work other than ordinary shift hours on a Sunday or public holiday will be paid at least four hours at double time for each attendance. The provision of double time until relieved, and for minimum payment does not apply where work is continuous with the commencement or completion of the Employee's ordinary shift. Work done on a public holiday will be paid in accordance with clause 20 – Public holidays and Sundays, of this Agreement.
- (ii) Where shifts commence before midnight on a Sunday or public holiday, the time worked before midnight does not entitle the Employee to the Sunday or public holiday rate. Time worked by an Employee on a shift commencing before midnight on the day preceding a public holiday and extending into the public holiday will be regarded as time worked on a public holiday.
- (iii) A shift, the major portion of which falls on a public holiday, will be regarded as public holiday shift.

14.9 Shift workers working on a rostered day off

A seven day shift worker will be paid double time with a minimum payment of three hours. The minimum payment does not apply where the work on such day is continuous with the commencement or completion of the ordinary shift.

14.10 Overtime for shift workers

(a) Employer may require Employee to work reasonable overtime

Subject to clause (b) the Employer may require an Employee to work reasonable overtime at overtime rates.

(b) Employee may refuse to work overtime if unreasonable

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

- (i) any risk to Employee health and safety;
- (ii) the Employee's personal circumstances including any family responsibilities;
- (iii) the needs of the workplace or enterprise;
- (iv) the notice (if any) given by the Employer of the overtime and by the Employee of his or her intention to refuse it; and
- (v) any other relevant matter.

(c) Overtime rates for shift workers

All time worked outside ordinary working hours for shift workers will:

- (i) if employed on seven day shift work be paid double time; or
- (ii) if employed on other shift work be paid time and a half for the first three hours and double time thereafter.

14.11 Recall for shift workers

(a) Payment for recall

A worker recalled to work after leaving the Employer's premises (whether notified before or after leaving that premises) will be paid a minimum of four hours work for each time the Employee is recalled. In the case of unforeseen circumstances, the Employee will not be required to work the full four hours if the work is completed in shorter period.

(b) Payment for cancelled recall

In the event of cancellation or postponement of recall, if an Employee reports to the workplace the Employee will be paid the above minimum of four hours for each time recalled even if no work is performed.

(c) Application of this clause

The provisions of this clause apply to:

- (i) a seven day shift worker on any day other than the rostered day off; and
- (ii) a shift worker other than a seven day shift worker for any recall Monday to Friday inclusive.

However, this clause does not apply where it is customary for an Employee to return to perform a specific job outside of ordinary hours, or where the overtime is

continuous (subject to a crib time) with the completion or commencement of ordinary shift time.

14.12 Daylight Savings

- (a) In any area where by reason of the legislation of a State or Territory, summer time is prescribed as being in advance of the standard time of that State or Territory, the length of any shift:
 - (i) commencing before the time prescribed by the relevant legislation for the commencement of summer time; or
 - (ii) commencing on or before the time prescribed by such legislation for the termination of a summer period;is deemed to be the number of hours represented by the difference between the beginning of the shift and its end.
- (b) The expressions **standard time** and **summer time** bear the meanings prescribed by the relevant State legislation.

15 Annual Leave

15.1 Entitlement

- (a) Employees employed on a full-time basis are entitled to 20 days paid annual leave per annum, paid on the basis of the Employee's ordinary time rate of pay.
- (b) Employees employed on a part time basis are entitled to annual leave calculated pro rata of the full-time entitlement paid on the Employee's ordinary time rate of pay.
- (c) Subject to sub-clause (d), annual leave is to be taken at a time or times agreed between the Employer and an Employee.
- (d) An Employee must take annual leave if the Employee is directed to do so by the Employer if:
 - (i) the Employer shuts down the part of the business in which the Employee works, e.g. during the Christmas/New Year period. If the Employee does not have credited annual leave to cover the shutdown period, the Employee may be required to take unpaid leave; or
 - (ii) if the Employee is employed on a full-time basis and has an annual leave credit of eight weeks or a pro rata equivalent if the Employee is employed on a part-time basis.
- (e) Accrued but untaken annual leave is payable on termination of employment.

15.2 Leave loading

- (a) An Employee taking annual leave will be paid a loading of 17.5% in addition to the ordinary time rate of pay for the period of leave.

- (b) Annual leave loading is not payable on accrued annual leave that is paid out on termination of employment.

15.3 Seven day shift workers

- (a) Full-time seven day shift workers are entitled to an additional 40 hours paid annual leave per annum.
- (b) Part-time seven days shift workers are entitled to the pro rata amount of the full-time entitlements referred to in (a).

15.4 Cash Out Annual Leave

- (a) An Employee may request in writing to receive a payment in lieu of his or her accrued entitlement (or part of his or her accrued entitlement) to annual leave, provided the Employee retains a leave balance of not less than 20 days.
- (b) If the Employer agrees to an Employee's request, the Employee will be paid the same amount that he or she would have received if he or she had taken the leave at the time of making the request.
- (c) Employees will be able to cash out annual leave during a nominated period every two years.

15.5 48/52 Leave

Employees will have the option each year to elect to "purchase" four weeks additional annual leave by way of a fixed reduction of their salary in accordance with the Employer's policy in this regard.

16 Personal Leave

- (a) Employees are entitled to paid personal leave:
 - (i) in the event of illness or injury (sick leave); or
 - (ii) to provide care or support (carer's leave) to a member of the Employee's immediate family or household in the event of:
 - (A) a personal illness or injury to the member; or
 - (B) an unexpected emergency affecting the member.
- (b) If an Employee is employed on a full-time basis, paid personal leave accrues at the rate of ten days per annum.
- (c) If an Employee is employed on a part-time basis, paid personal leave accrues pro rata of the full-time entitlement.
- (d) Paid personal leave accrues on a pro rata basis and is cumulative.

- (e) In the event an Employee has exhausted their paid personal leave entitlements pursuant to this clause, the Employee is entitled to a period of up to two days' unpaid carer's leave per occasion in the event an immediate family or household member requires care or support because of:
 - (i) a personal illness or injury of the member; or
 - (ii) an unexpected emergency affecting the member.

The two days' unpaid carer's leave do not need to be taken consecutively.
- (f) In the event an Employee needs to take (or needed to take) personal leave (paid or unpaid), the Employee should notify their manager with a minimum of four hours notice or as soon as practicable.
- (g) Casual Employees may access the unpaid carer's leave entitlement referred to in (e).
- (h) The Employer reserves the right to require an Employee to submit a medical certificate or statutory declaration for any personal leave the Employee takes (paid or unpaid) in accordance with the applicable legislation.
- (i) For the purposes of this Agreement, immediate family member means an Employee's spouse (including former, de facto and former de facto) or a child (including adopted, step, ex-nuptial and adult), parent, grandparent, grandchild or sibling of the Employee or of a spouse of the Employee.

17 Compassionate Leave

- (a) Employees are entitled to two days' paid compassionate leave per occasion:
 - (i) to spend time with a member of the Employee's immediate family or household who contracts or develops an illness or sustains an injury that poses a serious threat to their life; or
 - (ii) after the death of a member of the Employee's immediate family or household,

providing that the Employee provides any evidence that the Employer reasonably requires of the illness, injury or death.
- (b) The two days' paid compassionate leave do not need to be taken consecutively.
- (c) Casual Employees may access compassionate leave in accordance with this clause, however any compassionate leave taken by a Casual Employee will be unpaid.

18 Long Service Leave

Employees are entitled to long service leave. The Employees should refer to the applicable long service leave legislation in the State or Territory in which they are employed.

19 Parental Leave

The Employees are entitled to up to 12 months unpaid parental leave in accordance with the provisions of the Act.

Where an Employee is entitled to parental leave under the Act, the Employer will provide six weeks' paid maternity leave or one week paid paternity leave.

Additionally, after six years of continuous service Employees will receive one further week of paid maternity leave for each completed year of service to a maximum of 12 weeks in total.

Employees can choose to take maternity and paternity leave at half pay in order to extend the period of paid leave.

In accordance with the NES, upon return to work where mutually agreeable by the Employee and the Employer, flexibility on hours will be considered.

20 Community Service Leave

20.1 Entitlement

Where a full time or part time Employee who is a volunteer of a community service provider, such as the Country Fire Authority or State Emergency Services (or a local equivalent), is required to attend a local emergency, the Employee will be granted time off without loss of pay to attend such emergency, at the discretion of the Employee's Manager, if it is reasonable in all the circumstances, and subject to work and business requirement.

Community Service Leave applications should be made in accordance with the leave policy.

The period for which the Employee is entitled to be absent includes:

- (a) the time spent engaged in the activity;
- (b) reasonable travelling time associated with the activity; and
- (c) reasonable rest time immediately following the activity.

20.2 Jury Service 'reasonable'

The Employee's absence is taken to be 'reasonable in all the circumstances' for the purposes of clause 20.1 if the absence is for jury service.

20.3 Notification requirements

If an Employee has been requested by the voluntary emergency service organisation to respond to an emergency or natural disaster the Employee must, as soon as practicable:

- (a) notify the Employer that he or she will be absent (and the reason for the absence); and
- (b) advise the Employer of the period or expected period of their absence.

20.4 Proof required

In order to access the entitlements under this clause 20, the Employee must, upon their return to work (or earlier), provide the Employer with reasonable evidence that their absence was due to their engagement in responding to an emergency or natural disaster at the request of the voluntary emergency service organisation.

21 Public holidays, Sundays and Landmark Day

21.1 Public holidays and Landmark Day

- (a) Employees will be entitled to observe any days declared or prescribed as public holidays for the State in which the Employee is employed.
- (b) However, where the Employer requests that an Employee work on a public holiday, they may only refuse to work on the public holiday if they have reasonable grounds for refusing the request.
- (c) Employees will be entitled to an additional day in conjunction with Christmas public holidays, known as Landmark Day, to be taken by agreement with local management.

21.2 Substitution of public holidays

- (a) The Employer with the agreement of the Employee or Employees concerned, where appropriate, may substitute another day for any public holiday referred to in clause 21.1(a).
- (b) The Employer and its Employees may agree in respect of the workplace or a section of the workplace, to substitute another day for any prescribed in this clause. For this purpose, the consent of the majority of affected Employees will constitute agreement.

21.3 Payment for work done on Sundays and public holidays

- (a) Work performed on Sundays or public holidays will be paid at the rate of double time, where **double time** means double the ordinary time rate of pay.
- (b) The provisions of this sub-clause 21.3 relating to work on Sundays do not apply to Non-clerical Employees.

22 Superannuation

Superannuation will be paid in accordance with the minimum statutory obligations into a superannuation fund nominated by the Employee, or where a fund is not nominated, the Employer's preferred superannuation fund.

23 Policies and procedures

The Employees must comply with the policies and procedures of the Employer as varied and communicated to the Employees from time to time. The policies and procedures do not however form part of this Agreement nor do they form part of any Employee's contract of employment.

24 Training

In the event the Employee attends specialised training courses organised and paid for by the Employer, and conducted in paid time, the Employee may be required to sign an agreement with the Employer that he or she agrees to serve a specific period of employment after completion of the study or otherwise agree to reimburse the business for the costs of the training (either in full or pro rata based on the time the Employee remains in employment with the Employer after completing the study).

25 Termination of Employment

25.1 Termination by the Employer

- (a) The Employer may terminate the employment of an Employee upon giving one month's notice in writing. The Employee will be entitled to an additional week's notice if they are over 45 years old and have completed at least two years' continuous service with the Employer.
- (b) The Employer at its sole discretion may elect to:
 - (i) make a payment in lieu of notice (or any part of notice); or
 - (ii) require the Employee to undertake such alternative duties and responsibilities as may be required by the Employer, including undertaking no duties, during part or all of the notice period.
- (c) The period of notice in this clause does not apply:
 - (i) in the case of dismissal for serious misconduct;
 - (ii) to apprentices;
 - (iii) to Employees engaged for a specific period of time or for a specific task or tasks;
 - (iv) to trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement; or
 - (v) to Casual Employees.

25.2 Termination by the Employee

An Employee may terminate their employment by giving the Employer one month's written notice of their termination.

25.3 Withholding of monies

- (a) On termination, the Employer reserves the right to withhold any money due to the Employee in the following circumstances:

- (i) If the Employee fails to give the amount of notice required in clause 25.2, the Employer may withhold an amount equivalent to the amount the Employee would have been paid by the Employer had the Employee worked out the required notice period.
 - (ii) If the Employee owes money to the Employer, the Employer may withhold an amount up to the equivalent of the amount the Employee owes to the Employer.
- (b) Upon termination of employment, the Employee must return all property of the Employer (including but not limited to documents, computer files, work diaries and client address lists) and must maintain confidentiality.

25.4 Job search entitlement

Where an Employer has given notice of termination to an Employee, an Employee will be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off will be taken at times that are convenient to the Employee after consultation with the Employer.

25.5 Abandonment of Employment

Abandonment of employment occurs when an Employee is absent from the workplace for more than three working days without notification to the Employer or without the Employer's consent. In these circumstances, an Employee is taken to have terminated their employment with insufficient notice. The Employee's last day of employment will be taken to be the last day on which he or she performed work for the Employer.

26 Consultation in relation to the introduction of change

26.1 Employer's duty to notify

- (a) Where the Employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on the Employees, the Employer shall notify the Employees who may be affected by the proposed changes.
- (b) 'Significant effects' include termination of employment and the need for retraining or transfer of Employees to other work or locations. Where, however, this Agreement makes provision for alteration of any matters, that alteration shall be deemed not to have significant effect.
- (c) The affected Employees may appoint a representative for the purposes of discussions that occur in accordance with this clause 26.

26.2 Employer's duty to discuss change

- (a) As soon as practicable after making its decision, the Employer must discuss with the affected Employees and their representative (if any):
 - (i) the introduction of the changes;

- (ii) the effects the changes are likely to have on the Employees; and
 - (iii) measures to avert or mitigate the adverse effects of such changes on the Employees.
- (b) For the purposes of such discussion, the Employees and/or their representative/s may seek, and if requested, the Employer will provide, relevant documentary information about the changes. However the Employer will not be required to disclose confidential information the disclosure of which may adversely affect its interests.
- (c) The Employer will give prompt consideration to matters raised by the Employees or their representative.

27 Redundancy

27.1 Definitions for this clause

- (a) **Transmission** includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and **transmitted** has a corresponding meaning.
- (b) **Week's pay** means the ordinary time rate of pay for the Employee concerned.

27.2 Meaning of redundancy

A redundancy will occur where the Employer has made a definite decision that it no longer wishes the job the Employee has been doing to be done by anyone and that decision leads to the termination of employment of the Employee, except where this is due to the ordinary and customary turnover of labour.

27.3 Transfer to lower paid duties

Where an Employee is transferred to lower paid duties by reason of redundancy the same period of notice must be given as the Employee would have been entitled to if the employment had been terminated and the Employer may at the Employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rate for the number of weeks of notice still owing. In these circumstances however the Employee is not entitled to severance pay.

27.4 Severance pay

- (a) An Employee whose employment is terminated by reason of redundancy is to be paid a sum equal to 3 weeks salary for each completed year of continuous service plus a pro-rata payment for completed months of service since the last completed year of service.
- (b) The minimum sum payable as redundancy pay on termination will be 4 weeks' salary and the maximum will be 35 weeks' salary.

27.5 Alternative employment

The Employer may make an application to Fair Work Australia to have the severance pay reduced (including to nil), in the event the Employer offers the Employee or Employees suitable alternative employment.

27.6 Employee leaving during notice period

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

27.7 Job search entitlement

- (a) In circumstances where termination of employment is by reason of redundancy (pursuant to this clause 27), during the period of notice of termination given by the Employer in accordance with clause 25, an Employee will be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) Where an Employee has been allowed paid leave for more than one day during the notice period to seek other employment, the Employee must provide proof of such endeavour, if requested by the Employer, or forfeit payment for the time off work. For this purpose a statutory declaration will be sufficient.

27.8 Transmission of business

In the event of a *transfer of business* or transmission of business from an *old Employer* to a *new Employer* (as these terms are defined in the Act), this clause 27 will not apply:

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

27.9 Employees exempted

This clause 27 does not apply to:

- (a) Employees terminated as a consequence of serious misconduct that justifies dismissal without notice;
- (b) Probationary Employees;
- (c) Apprentices;

- (d) Persons who are employed under a government traineeship;
- (e) Employees engaged for a specific period of time or for a specified task or tasks; or
- (f) Casual Employees.

27.10 Incapacity to pay

The Employer may make an application to Fair Work Australia to vary the severance pay prescription on the basis of the Employer's incapacity to pay.

28 Stand Down

- (a) The Employer may stand down any Employee or Employees in circumstances where they cannot be usefully employed due to a strike in the Employer's business. In these circumstances, the Employer may deduct payment for the period of stand-down from the Employee or Employees.
- (b) Any event in sub-clause 28(a) will not break the continuity of employment of the Employee or Employees for the purpose of any entitlements.

29 Dispute Settlement Procedure

29.1 Purpose of dispute settlement

The parties agree that effective dispute resolution is based on cooperation.

29.2 Procedure

- (a) In the event of a dispute in relation to a matter arising under this Agreement, in the first instance the parties will attempt to resolve the matter at the workplace by discussions between the Employee or Employees concerned and the relevant supervisor and, if such discussions do not resolve the dispute, by discussions between the Employee or Employees concerned and more senior levels of management as appropriate.
- (b) If a dispute in relation to a matter arising under the Agreement is unable to be resolved at the workplace, and all agreed steps for resolving it have been taken, the dispute may be referred to Fair Work Australia for conciliation.

29.3 Conduct of the parties

- (a) The Employee/s and Employer agree that they will genuinely attempt to resolve the matter at the workplace level, or if not resolved, at conciliation.
- (b) While the matter is being resolved, the Employee/s must:
 - (i) continue to work in accordance with this Agreement, unless they have a reasonable concern about an imminent risk to their health or safety; and
 - (ii) comply with any reasonable direction given by the Employer to perform other available work, either at the same workplace or at another workplace.

29.4 Outcome of a conciliation

The Employee/s and Employer agree that, to the extent possible, and so far as is reasonably practicable, the outcome of a conciliation, or recommendations made by Fair Work Australia, will be implemented in the workplace.

30 Individual Flexibility Arrangements

30.1 Employer and Employee may make an IFA

The Employer and an Employee may agree to make an individual flexibility arrangement (IFA) to vary the effect of terms of this Agreement if:

- (a) the arrangement deals with one or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
- (b) the arrangement meets the genuine needs of the Employer and the Employee in relation to one or more of the matters mentioned in paragraph (a); and
- (c) the arrangement is genuinely agreed to by the Employer and the Employee.

30.2 Terms of the IFA

The Employer must ensure that the terms of the IFA:

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

30.3 Form of IFA

The Employer must ensure that a copy of the IFA is given to the Employee within 14 days after it is agreed to, and that it:

- (a) is in writing; and
- (b) includes its name and the name of the Employee; and
- (c) is signed by the Employer and the Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and

- (d) includes details of:
 - (i) the terms of this Agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences.

30.4 Termination of an IFA

The Employer or the Employee may terminate the IFA:

- (a) by giving 28 days' written notice to the other party to the arrangement; or
- (b) if the Employer and the Employee agree in writing - at any time.

Schedule 1 - Classifications

1 Clerical employees

1.1 Clerical employee level 1

(a) Characteristics

Employees at this level may include the initial recruit who may have limited relevant experience. Initially work is performed under close direction using established practices, procedures and instructions.

Such employees perform routine clerical and office functions requiring an understanding of clear, straightforward rules or procedures and may be required to operate certain office equipment. Problems can usually be solved by reference to established practices, procedures and instructions.

Employees at this level are responsible and accountable for their own work within established routines, methods and procedures and the less experienced employee's work may be subject to checking at all stages. The more experienced employee may be required to give assistance to less experienced employees in the same classification

(b) Duties/Skills

The following tasks are indicative of the tasks which an employee at this level may be required to perform:

- ◆ Reception/switchboard, e.g. directing telephone callers to appropriate staff, issuing and receiving standard forms, relaying internal information and initial greeting of visitors
- ◆ Maintenance of basic records.
- ◆ Filing, collating, photocopying, etc.
- ◆ Handling or distributing mail including messenger service.
- ◆ Recording, matching, checking and batching of accounts, invoices, orders, store requisitions, etc.
- ◆ The operation of keyboard and other allied equipment in order to achieve competency as prescribed in Level 2.

(c) Promotional criteria

After six years of service as an adult each employee will be graded at Level 2, 3 or 4 as determined by application of the criteria for the specific level.

1.2 Clerical employee level 2

(a) Characteristics

This level caters for the employees who have had sufficient experience and/or training to enable them to carry out their assigned duties under general direction.

Employees at this level are responsible and accountable for their own work which is performed within established guidelines. In some situations detailed instructions may be necessary. This may require the employee to exercise limited judgement and initiative within the range of their skills and knowledge.

The work of these employees may be subject to final checking and as required progress checking. Such employees may be required to check the work and/or provide guidance to other employees at a lower level and/or provide assistance to less experienced employees at the same level.

(b) Duties/skills

The following tasks are indicative of the tasks which an employee at this level may be required to perform:

- ◆ Reception/switchboard duties as in Level 1 and in addition responding to enquiries as appropriate, consistent with the acquired knowledge of the organisation's operations and services, and/or where presentation, and use of interpersonal skills are a key aspect of the position.
- ◆ Operation of computerised radio/telephone equipment, micro personal computer, printing devices attached to personal computer, Dictaphone equipment, typewriter.
- ◆ Word processing, e.g. the use of a word processing software package to create, format, edit, correct, print and save text documents, e.g. standard correspondence and business documents.
- ◆ Stenographer/person solely employed to take shorthand and to transcribe by means of appropriate keyboard equipment.
- ◆ Copy typing and audio typing.
- ◆ Maintenance of records and/or journals including initial processing and recording relating to the following:
 - ◆ reconciliation of accounts to balance
 - ◆ incoming/outgoing cheques
 - ◆ invoices
 - ◆ debit/credit items

- ◆ payroll data
- ◆ petty cash impress system
- ◆ letters etc.
- ◆ Computer application involving use of a software package which may include one or more of the following functions:
 - ◆ create new files and records
 - ◆ spreadsheet/worksheet
 - ◆ graphics
 - ◆ accounting/payroll file
 - ◆ following standard procedures and using existing models/fields of information
- ◆ Arrange routine travel bookings and itineraries, make appointments.
- ◆ Provide general advice and information on the organisation's products and services, eg front counter/telephone

1.3 Clerical employee level 3

(a) Characteristics

Employees at this level have achieved a standard to be able to perform specialised or non-routine tasks or features of the work. Employees require only general guidance or direction and there is scope for the exercise of limited initiative, discretion and judgement in carrying out their assigned duties.

Such employees may be required to give assistance and/or guidance (including guidance in relation to quality of work and which may require some allocation of duties) to employees in Levels 1 and 2 and would be able to train such employees by means of personal instruction and demonstration.

(b) Duties/skills

The following tasks are indicative of the tasks which an employee at this level may be required to perform:

- ◆ Prepare cash payment summaries, banking report and bank statements; calculate and maintain wage and salary records; follow credit referral procedures; apply purchasing and inventory control requirements; post journals to ledger.

- ◆ Provide specialised advice and information on the organisation's products and services; respond to client/public/supplier problems within own functional area utilising a high degree of interpersonal skills.
- ◆ *Apply one or more computer software packages developed for a micro personal computer or a central computer resource to either/or:
 - ◆ create new files and records
 - ◆ maintain computer based records management systems
 - ◆ identify and extract information from internal and external sources
 - ◆ use of advance word processing/keyboard functions
- ◆ Arrange travel bookings and itineraries; make appointments; screen telephone calls; respond to invitations; organise internal meetings on behalf of executive(s); establish and maintain reference lists/personal contact systems for executive(s).
- ◆ Application of specialised terminology/processes in professional offices.

*NOTE: These typical duties/skills may be either at Level 3 or Level 4 dependent upon the characteristics of that particular Level.

1.4 Clerical employee level 4

(a) Characteristics

Employees at this level will have achieved a level of organisation or industry specific knowledge sufficient for them to give advice and/or information to the organisation and clients in relation to specific areas of their responsibility. They would require only limited guidance or direction and would normally report to more senior staff as required. Whilst not a pre-requisite a principal feature of this level is supervision of employees in lower levels in terms of responsibility for the allocation of duties, co-ordinating work flow checking progress, quality of work and resolving problems.

They exercise initiative, discretion and judgement at times in the performance of their duties. They are able to train employees in Levels 1-3 by personal instruction and demonstration.

(b) Duties/skills

The following tasks are indicative of the tasks which an employee at this level may be required to perform:

- ◆ Secretarial/Executive support services which may include the following: maintain executive diary; attend executive/organisational meetings and take minutes; establish and/or maintain current working and personal filing

systems for executive; answer executive correspondence from verbal or handwritten instructions.

- ◆ Able to prepare financial/tax schedules, calculate costings and/or wage and salary requirements; complete personnel/payroll data for authorisation; reconciliation of accounts to balance.
- ◆ Advise on/provide information on one or more of the following:
 - ◆ employment conditions
 - ◆ workers compensation procedures and regulations
 - ◆ superannuation entitlements, procedures and regulations
- ◆ *Apply one or more computer software packages, developed for a micro personal computer or a central computer resource to either/or:
 - ◆ create new files and records
 - ◆ maintain computer based management systems
 - ◆ identify and extract information from internal and external sources
 - ◆ use of advanced word processing/keyboard functions

*NOTE: These typical duties/skills may be either at Level 3 or Level 4 dependent upon the characteristics of that particular Level.

2 Non-clerical employees

2.1 Non-clerical employee level 1

(a) Characteristics

First level positions develop and change in accordance with the experience and competence of individual employees. Work will initially require completion of standardised work routines. The work has clearly defined objectives with performance outcomes being readily observable or able to be closely monitored.

As individual employees develop more experience and knowledge they exercise greater judgement, make decisions and solve minor problems in their allotted duties. This is confined by instructions, established practices and procedures or written guidelines.

Knowledge/Experience

- ◆ basic knowledge of standardised business practices and procedures;

- ◆ some knowledge of relevant store/branch/region operations and the work discipline.

Responsibility

- ◆ require a limited degree of initiative and judgement.

Environment

- ◆ ready access to advice or assistance;
- ◆ adherence to instructions, established practices, procedures, and guidelines;
- ◆ continued on the job training and development of employees at this level;
- ◆ work outcomes are closely monitored.

(b) Promotional criteria

After four years of service as an adult each employee will be graded at Level 2, 3 4, 5 or 6 as determined by application of the criteria for the specific level.

2.2 Non-clerical employee level 2

(a) Characteristics

Second level positions involve achieving clearly defined outcomes and/or problem solving. The position contributes specific knowledge or skills or information to the work of the store/ branch/region.

This level of work is identified by particular work factors such as:

The position is distinguished from the first level by reason of the nature, scope and complexity of the function being greater than positions at Level 1 i.e. the responsibility for receiving work, determining the priorities to ensure end results are achieved.

- ◆ the consequences of decisions;
- ◆ the level of communication skills required;
- ◆ the nature and importance of the judgements exercised;
- ◆ the complexity of the work and the size of the store/ branch/region.

Knowledge/Experience

- ◆ knowledge of established work practices and procedures;
- ◆ general discipline knowledge and experience;

- ◆ working knowledge of store/ branch/region operations.

Responsibility

- ◆ requires the application of initiative and/or judgement;
- ◆ undertake responsibility for a minor branch function;
- ◆ perform a discrete group of activities on an individual basis.

Environment

- ◆ general direction;
- ◆ scope for interpreting the rules, regulations, guidelines, instructions and procedures;
- ◆ store/branch/region size may impact upon involvement in activities i.e. in a small branch positions may involve a range of activities but in large branch may involve fewer activities but in greater depth;
- ◆ work outcomes are normally monitored.

2.3 Non-clerical employee level 3

(a) Prerequisites

Previous experience and/or post secondary education in a relevant field or discipline

(b) Characteristics

Third level positions require previous experience and particular knowledge or skills in order to undertake work which requires responsibility for a range of functions or requires interpretation and detailed knowledge of standard procedures and practices. Incumbents of positions are required to contribute expertise to resolve issues within a day-to-day environment for which there may not be clearly established procedures.

General features of positions at this level indicate the use of knowledge, judgement and work organisation skills acquired through previous employment or through post secondary education. Positions involve a range of work functions or contribute to interpretation and administration of matters for which there are not clearly established practices or procedures.

Knowledge/Experience

- ◆ broad knowledge of the store/ branch/region's functions and activities;
- ◆ sound knowledge of the major activity performed within the work area;

- ◆ may have attained a required level of knowledge in a particular discipline through post secondary education.

Responsibility

- ◆ have responsibility for one or more minor functions within an agency;
- ◆ may set outcome objectives;
- ◆ be required to exercise initiative and judgement.

Environment

- ◆ is the classification level for duties which are complex and specialised requiring the development of expertise over time and previous knowledge or skills;
- ◆ may exercise initiative in the application of established practices or procedures.

2.4 Non-clerical employee level 4

(a) Prerequisites

Previous discipline experience and/or post secondary or tertiary study in a relevant field or discipline.

(b) Characteristics

Fourth level positions demand responsibility for particular function(s) within a store/branch/area, contribute a demonstrated level of knowledge/experience and will be expected to operate with a degree of autonomy.

The work at this level requires the application of knowledge usually gained through previous experience in the discipline or from post secondary or tertiary study. In addition, positions will contribute knowledge to store/branch/area programme activities and/or policy and require the use of skills and techniques appropriate to the work discipline.

The work requires:

- ◆ the co-ordination of a range of business functions;
- ◆ the identification of potential or desired outcomes;
- ◆ the contribution of critical knowledge or skills and the exercising of judgements and/or delegated authority in areas where precedents or procedures are not clearly defined.

The position may have impact that extends to other stores/ branches/regions or have significant day to day administrative responsibilities within a store/branch/region.

Knowledge/Experience

- ◆ knowledge of business programmes, policies and activities;
- ◆ sound discipline knowledge gained through experience, training or education;
- ◆ knowledge of the role of store/branch/region structures and/or service functions;

Responsibility

- ◆ responsibility for a range of functions within an store/branch/region;
- ◆ exercise administrative responsibility for a unit of branch/region activity;
- ◆ undertake minor projects which may have impact on business operations but have limited management significance;
- ◆ exercise initiative and judgement where procedures are not clearly defined;
- ◆ identification of specific or desired performance outcomes.

Environment

- ◆ limited direction;
- ◆ work within broadly defined guidelines; and
- ◆ exercise a degree of autonomy in the discharge of duties.

2.5 Non-clerical employee level 5

(a) Prerequisites

Previous demonstrable discipline experience and/or tertiary study in a relevant field or discipline.

(b) Characteristics

Fifth level positions demand demonstrated experience and competence in the appropriate discipline(s). Important features include the level of responsibility for decision-making; the exercise of judgement and delegated authority; the provision of expert advice, consultation and assistance relevant to the discipline(s) involved.

Positions work under limited direction and are identified by:

- ◆ the impact on the activities and/or functions undertaken or outcomes achieved by the store/branch/region.

Knowledge/Experience

- ◆ discipline knowledge gained through experience, training or education;
- ◆ knowledge of business programme activities and policies;
- ◆ knowledge of organisation structures or functions;

Responsibility

- ◆ provide advice on matters of some complexity within the discipline(s);
- ◆ approve documentation to ensure statutory requirements are met;
- ◆ undertake significant projects requiring the use of analytical skills and preparation of written reports with recommendations;
- ◆ negotiate on matters of significance within the store/branch/region, with other store/branch/region and clients;
- ◆ control and co-ordinate elements of a total store/branch/region programme;
- ◆ may undertake the span of duties for a single function within a discipline, including problem definition, planning, execution of judgement and delegated authority and analysis of results.
- ◆ contributes to the development of new techniques and methodology;
- ◆ undertake duties which involve more than one discipline within an store/branch/region;
- ◆ may provide consultancy services to the business for a specific range of activities.

Environment

- ◆ limited direction given;
- ◆ may operate as either a member of specialist or multi-disciplinary team or independently;
- ◆ works within the prescribed limits, scope and objectives of an activity/project;
- ◆ selects methods and techniques based on sound judgement;
- ◆ may report directly to an executive staff member.

2.6 Non-clerical employee level 6

(a) Prerequisites

Previous extensive discipline experience and/or tertiary or postgraduate study in a relevant field or discipline.

(b) Characteristics

Sixth level positions control and/or co-ordinate projects or programmes within a region in accordance with corporate goals, and require the development, implementation and evaluation of region activities. Positions require significant levels of discipline knowledge and competence and the work is an extension of the previous level.

The scope of the position may influence zone or regional operations, and require:

- ◆ a significant level of responsibility and decision making;
- ◆ the exercise of judgement and delegated authority;
- ◆ the provision of expert advice, consultation and assistance; and
- ◆ policy advice relevant to the discipline involved under limited direction.

Knowledge/Experience

- ◆ general knowledge of corporate policy and procedures;
- ◆ requires a significant level of discipline knowledge and competence gained through experience, training or education.

Responsibility

- ◆ review operations to determine their effectiveness;
- ◆ provide advice on policy matters and contribute to its development;
- ◆ develop, implement and evaluate significant work programmes;
- ◆ control and co-ordinate significant corporate programmes in accordance with corporate goals;
- ◆ provide an expert consultancy service to a wide range of internal and external clients;
- ◆ undertake duties of more sensitive, innovative, novel, complex, and/or critical nature under limited direction.

Environment

- ◆ authority exercised is limited by rules, procedures, regulations or business operating instructions;
- ◆ scope of the position may influence zone, regional or branch office operations; and broad direction given.

Signing page


SIGNED by GRAEME JACOBS of 380)
Latrobe St Melbourne for and on behalf of)
LANDMARK OPERATIONS LIMITED:)
)
)
)
)

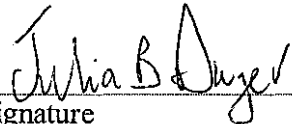

Signature of witness


Signature

CLARE JOSEPHINE DARMANIN
380 LA TROBE STREET MELBOURNE
An Australian Legal Practitioner (within the
meaning of the Legal Profession Act 2004)

SIGNED by JULIA DWYER of 380)
Latrobe Street, Melbourne for and on behalf of)
the Employees of Landmark Operations)
Limited whose employment is to be governed)
by this Agreement and as nominated by the)
Employee Bargaining Committee:)
)
)


Signature of witness


Signature

Name of witness (please print)

CLARE JOSEPHINE DARMANIN
380 LA TROBE STREET MELBOURNE
An Australian Legal Practitioner (within the
meaning of the Legal Profession Act 2004)

UNDERTAKING

Pursuant to section 190 of the *Fair Work Act 2009* (Cth) (**FW Act**), Landmark Operations Limited ACN 008 743 217 makes the following undertakings:

- 1 Clause 29.2 of the Landmark Operations Limited Enterprise Agreement 2009 (**Agreement**) will be replaced with the following text:

29.2 Procedure

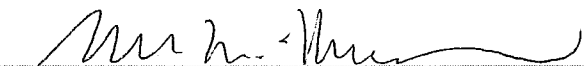
- (a) *In the event of a dispute in relation to a matter arising under this Agreement or the National Employment Standards, in the first instance the parties will attempt to resolve the matter at a workplace by discussions between the Employee or Employees concerned and the relevant supervisor and, if such discussions do not resolve the dispute, by discussions between the Employee or Employees concerned and more senior levels of management as appropriate.*
- (b) *If a dispute in relation to a matter arising under the Agreement or the National Employment Standards is unable to be resolved at the workplace, and all agreed steps to resolving it have been taken, the dispute may be referred to Fair Work Australia for conciliation.*

- 2 A clause 29.5 will be added to the Agreement which will read as follows:

29.5 Representation

'Employees covered by this Agreement are allowed representation for the purposes of the procedure outlined in clause 29.2.'

SIGNED by **BRAD CRUMP** of 380 Latrobe Street Melbourne, for and on behalf of **LANDMARK OPERATIONS LIMITED:**



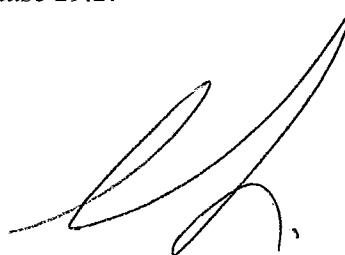
Signature of witness



Name of witness (please print)



Date



Signature of **BRAD CRUMP**