

# **SMALLS RECRUITING Enterprise Agreement 2009**

*Fair Work Act 2009 (Cth)*

## **1. NAME OF AGREEMENT**

This agreement shall be known as the Small Recruiting Enterprise Agreement 2009 (the "Agreement").

## **2. PARTIES TO THE AGREEMENT**

This Agreement is made between:

- (a) Small & Associates Pty. Ltd. (ABN 60 001 719 259), Ausstaff Pty Ltd. (ABN 64 074 804 363), Staff Leasing Pty Ltd (ABN 72 066 113 013), Temps on Call Pty Ltd (ABN 31 074 784 866) and Small Services Pty Ltd (ABN 25 656 533 427) of Level 8, 33 York Street, SYDNEY in the State of New South Wales (the "Employer"); AND
- (b) All employees of the Employer whether employed as "On Hire Employees" to work as directed with the various clients of the Employer or employed to work directly within the consulting and administrative divisions of the business.

## **3. PERIOD OF OPERATION**

This Agreement shall take effect seven days after it has been approved by Fair Work Australia ("FWA") and shall have a nominal expiry date of four years from that date.

#### 4. ARRANGEMENT

This Agreement is arranged as follows:

<u>Clause No</u>	<u>Subject.</u>
1.	<b>Name of Agreement</b>
2.	<b>Parties to the Agreement</b>
3.	<b>Date of Operation</b>
4.	<b>Arrangement</b>
5.	<b>PART 1 – On Hire Employees</b>
5.1	On Hire Employee
5.2	Classifications
5.3	Wage Rates
5.4	Hours of Work
5.5	Overtime & Penalty Rates
5.6	Work on Saturdays & Sundays
5.7	Work on Public Holidays.
5.8	Exemptions
6.	<b>PART 2 - Consultants &amp; Administrative Employees</b>
6.1	Types of Employment
6.2	Classification Levels
6.3	Wage Rates
6.4	Hours of Work
6.5	Overtime & Penalty Rates
6.6	Work on Saturday & Sunday
6.7	Work on Public Holidays
6.8	Time off in Lieu
7.	<b>PART 3 – General Employment Conditions.</b>
7.1	Termination of Employment
7.2	Stand Down
7.3	Redundancy
7.4	Superannuation
7.5	Annual Leave
7.6	Personal/Carers Leave
7.7	Long Service Leave
7.8	Public Holidays
7.9	Jury Service
7.10	Parental Leave
7.11	Payment of Wages
7.12	Future Wage Increase
8	<b>Policies &amp; Procedures</b>
9	<b>Confidential Information</b>

10	Grievances & Dispute Resolution
11.	Consultation
12	Anti Discrimination
13.	Occupational Health & Safety
14.	Operation of Agreement
15.	Flexibility Provisions
16	Signature of Parties

## 5. PART 1 – On Hire Employees

5.1 You are employed as an On Hire employee if the Employer advises you at the commencement of your employment that you are engaged on that basis and so long as the Employer continues to pay you as such. An On Hire employee unless otherwise advised in writing by the Employer shall be considered a casual employee for the purposes of this Agreement.

### 5.2 Classifications

Grade 1 Employee shall mean an employee classified as such by the Employer. Indicative duties of an employee at this level shall include:

- Under direct supervision, limited range of tasks, established routines, limited discretion, opens computer files, retrieves and copy data, examples:- mail room, record petty cash. Recently graduated engineer, technical officer etc

Grade 2 Employee Shall mean an employee classified as such by the Employer. Indicative duties of an employee at this level shall include;

- Under routine supervision, performs a range of tasks, choice of actions clear, established routines, some discretion, enters, changes, deletes data into computers, examples:- receives and makes calls, reconciles invoices, enters payments, posts journals. Engineering or technical staff under routine supervision.

Grade 3 Employee shall mean an employee classified as such by the Employer. Indicative duties of an employee at this level shall include:

- Limited supervision, may be responsible for work of others, applies knowledge with depth, a broad range of skills, some discretion required, examples: - creates files, drafts correspondence or engineering plans , clarifies clients/ employees needs, provides follow up, identifies options, range of financial, engineering or technical tasks.

**Grade 4 Employee**

Shall mean an employee classified as such by the Employer. Indicative duties of an employee at this level shall include;

- o Works without supervision, can be responsible for work of others, complex range of tasks, and choice of actions to choose from, examples:- devises filing system, design formats, record minutes, plan work for team, high level PA work, prepare work schedules for project teams, prepare financial or engineering, technical reports.

**5.3 Wage Rates.**

- (i) The following hourly rates shall be the minimum paid to employees for the classification to which they are appointed. There shall be nothing preventing the Employer from paying rates which are greater than those provided in this Agreement. The Employer shall usually negotiate a rate of pay which is commensurable with the qualifications of the employee, the position being offered together with the industry standard within the sector being employed.

Grade 1 Employee	\$19.20 per hour
Grade 2 Employee	\$19.95 per hour
Grade 3 Employee	\$21.20 per hour
Grade 4 Employee	\$22.50 per hour

- (ii) Junior employees shall be paid a minimum of the percentage of the Grade 1 rate, or higher should the employee be employed to carry out duties of a higher level for the classification of work undertaken by the employee;

under 16 years.	40%
16 years and under 17	50%
17 years and under 18	55%
18 years and under 19	65%
19 years and under 20	75%
20 years and under 21	85%

An employee at 21 years of age shall receive the appropriate adult rate.

The above rates include a casual loading of 25% and shall be considered as payment in lieu of entitlements such as annual leave, paid personal/carer's leave, termination of employment, redundancy and payment for public holidays.

**5.4 Hours of Work**

- (i) The ordinary hours of work shall be as determined at the commencement of your employment, however ordinary hours of work shall not exceed 38 hours per week.
- (ii) The ordinary hours shall not exceed 8 on any one day with a minimum payment of four hours work at the appropriate rate, providing an employee and the employer

may vary this to suit the individual needs so as to allow the employee to work not more than 10 hours ordinary time in any one day.

- (iii) The implementation of working ordinary hours shall be as determined by your Employer however such hours may be varied dependant upon the operational requirements of the client employer.

### **5.5 Overtime & Penalty Rates**

- (i) All time worked in excess of the ordinary hours as defined or outside the span of hours shall be considered overtime and shall be paid at time and one half the ordinary rate for the first two hours and double time thereafter.
- (ii) Where an employee works overtime past 6.00pm without being advised on the day before that such overtime is required the employee shall be paid a meal allowance of \$12.90 on each occasion unless a suitable meal is provided by the employer.

### **5.6 Work on Saturdays & Sundays**

- (i) All ordinary hours worked on a Saturday shall be paid at the rate of time and one quarter the ordinary rate. Overtime worked on a Saturday shall be paid at the rate of time and one half the ordinary rate for the first three hours and double time thereafter.
- (ii) All work performed on a Sunday shall be paid at the rate of double time the ordinary rate.
- (iii) An employee required too work overtime on a Saturday or Sunday shall be paid as for a minimum of four hours.

### **5.7 Work on Public Holidays**

Any employee who works on a defined public holiday shall be paid at the rate of two and a half times the ordinary rate for all such hours worked. A minimum of four hours shall be paid for the day.

### **5.8 Exemptions.**

Where an On Hire employee is paid an hourly rate that exceeds the rate provided for a Grade 4 employee in clause 5.3 (i) by at least 18.5% then such employee shall be exempt from all provisions of this agreement **except for the following;**

- Work on Sunday and Holidays
- Personal/Carers leave
- Compassionate leave
- Superannuation
- Payment of wages

- Policies and Procedures
- Confidential information
- Grievances & Disputes Resolution
- Consultation
- Anti Discrimination
- Occupational Health and Safety
- Operation of Agreement
- Flexibility

## **6. PART 2 – Consultants & Administrative Employees**

### **6.1 Types of Employment.**

#### **Full time employees**

You are employed on a full time basis if the Employer advises you at the commencement of your employment that you are engaged on that basis, and until such time as the Employer advises you otherwise in writing.

#### **Part time employees**

You are employed on a part time basis if the Employer advises you at the commencement of your employment that you are engaged on that basis, and until such time as the Employer advises you otherwise in writing.

Part time employees shall be entitled to the same conditions as full time employees but on a pro rata basis depending on the agreed number of hours to be worked each week.

#### **Casual employees.**

You are employed as a casual employee if the Employer advises you at the commencement of your employment that you are engaged on that basis and so long as the Employer continues to pay you as such. Casual employees shall be paid for all hours worked at the wage rate applicable for the employee's classification as set out in this part, plus an all purpose casual loading of 25%, this loading shall be considered as payment in lieu of entitlements such as annual leave, paid personal/carer's leave, termination of employment, redundancy and payment for public holidays.

#### **Probation**

A probationary period of 3 months from the commencement of employment will apply to all new employees.

If the employee is a full-time or part-time employee, the Employer or the employee may terminate the employment during the probationary period by giving 1 days' notice in writing. However, the Employer may terminate the employment during

the probationary period by making a payment in lieu of all or part of the notice period, or without notice if the employee engages in misconduct.

No notice of termination shall be required for casual employees

## 6.2 Classification Levels

### Consultant Level 1

shall mean an employee classified as such by the Employer. Indicative duties of an employee at this level shall include:

- The recruitment/placement of permanent and temporary staff in accordance with Smalls Recruiting's business policies.
  - The marketing of Smalls Recruiting's services.
  - Development of a database of client and candidate profiles to facilitate the matching process and to assist with marketing.
- Specific Tasks:
- Targets recruitment assignments by telephone/personal approach.
  - Prepares and presents sales presentations to new/existing clients outlining services provided/fee structure, etc.
  - Draws up job descriptions and person specifications.
  - Creates advertising of positions to attract a broad-based cross section of the candidate market.
  - Interviews, assesses, and reports on candidates, and checks references where required.
  - Advises client employers as to market trends/salary/skills available in the market place.
  - Advises candidates on job opportunities/salary/upgrading of skills, etc, and counsels them as appropriate, e.g. on job search techniques.
  - Places candidates and follows up post placement, both candidate and client.
  - Market job candidates to perspective client employers.
  - Finds suitable candidates for client employers.
  - Keeps accurate records of all dealings with clients and applicants including placements rejections/negotiations.
  - Keeps up to date on current labour trends, relevant Federal and State Laws and Regulations.
  - Accepts assignment specifications on behalf of the Company.

### Consultant Level 2

Shall mean an employee classified as such by the Employer. Indicative duties of an employee at this level shall include;

- All the duties of a Level 1 employee, however employees appointed to this level will usually have a minimum of two years experience and possess relevant qualifications/qualities as determined by the Employer.

- Administrative Assistant** Shall mean an employee classified as such by the Employer. An employee at this level will have less than 1 years experience and work under direct supervision. Indicative duties shall include:
- answering telephones and directing calls to other staff.
  - basic manual or computerised record maintenance
  - filing, batching and checking of records
  - sorting and distributing mail
  - other duties of a basic nature as directed and not elsewhere provided for
- Administrative Officer (1)** Shall mean an employee classified as such by the Employer. Indicative duties of an employee at this level shall include;
- all duties of an Administrative Assistant, in addition;
  - responding to internal and customer enquiries
  - word processing, including the editing, checking and production of documents.
  - taking shorthand where required.
  - reconciliation of account balances, invoices, payroll data, petty cash etc.
- Administrative Officer (2):** Shall mean an employee classified as such by the Employer. Indicative duties of an employee at this level shall include;
- any or all of the duties of a level 1 employee, in addition to
  - the support and supervision of other employees where required.
  - Prepare detailed summaries of wage and salary records, banking records, ledgers and journals etc.
  - Have a detailed knowledge of the organisations products and services and respond to client/customer enquiries.
- Administrative Officer (3)** Shall mean an employee classified as such by the Employer. An employee at this level shall have specialist knowledge and/or experience so as to independently provide advice and assistance to other employees. An employee at this level shall be largely responsible for their own work and have delegated responsibility for the work of others. Indicative duties of an employee at this level shall include;
- responsible for the payroll system.
  - preparing internal reports on financial and other Company operations.
  - train and supervise staff as required.
  - supervise other employees
- Administrative Officer (4)** Shall mean an employee classified as such by the Employer. An employee at this level shall usually possess specialist and or relevant qualifications as required of the position. An



employee at this level will be part of a management team and have direct input into the daily operations of the Company. Indicative duties of this position will be specialised and inherent to the position.

### **6.3 Wage Rates.**

- (i) The following rates shall be the minimum paid to employees for the classification to which they are appointed.

Consultant Level 1	\$40,000 per annum
Consultant Level 2	\$50,000 per annum
Administrative Assistant	\$15.55 per hour
Administrative Officer (1)	\$16.10 per hour.
Administrative Officer (2)	\$17.05 per hour.
Administrative Officer (3)	\$18.15 per hour.
Administrative Officer (4)	\$19.60 per hour.

- (ii) Junior employees shall be paid a percentage of the Administrative Assistant rate of pay as provided;

16 years and under 17	40%
17 years and under 18	50%
18 years and under 19	65%
19 years and under 20	70%
20 years and under 21	85%

### **6.4 Hours of Work**

- (i) The ordinary hours of work shall be an average of 38 hours per week. Such hours may be averaged of a 4 week cycle so as not to exceed 152 per 4 weeks. All ordinary hours may be worked between 6.00am and 7.00pm Monday to Friday.
- (ii) The ordinary hours shall not exceed 10 on any one day.
- (iii) The implementation of working ordinary hours shall be as agreed between the employer and majority of employees.

### **6.5 Overtime & Penalty Rates**

- (i) All time worked in excess of the ordinary hours as defined or outside the span of hours shall be considered overtime and shall be paid at time and one half the ordinary rate for the first two hours and double time thereafter.

## **6.5 Work on Saturdays & Sundays**

- (i) All ordinary hours worked on a Saturday shall be paid at the rate of time and one quarter the ordinary rate. Overtime worked on a Saturday shall be paid at the rate of time and one half the ordinary rate for the first two hours and double time thereafter.
- (ii) All work performed on a Sunday shall be paid at the rate of double time the ordinary rate.
- (iii) An employee required too work overtime on a Saturday or Sunday shall be paid as for a minimum of four hours.

## **6.7 Work on Public Holidays**

Any employee who works on a defined public holiday shall be paid at the rate of two and a half times the ordinary rate for all such hours worked. A minimum of four hours shall be paid for the day.

## **6.8 Time off in Lieu**

An employee may agree with the employer to take time off in lieu in place of being paid at the relevant overtime, weekend or public holiday rate. Such time in lieu shall be on the basis of an hour for an hour and shall be taken within one month of the time being worked.

# **7. GENERAL EMPLOYMENT PROVISIONS**

## **7.1 Termination of Employment**

- (i) Casual employees or On Hire employees may be terminated without notice and they may resign without notice.
- (ii) In order to terminate the employment of a full time or part time employee, the Employer shall provide the employee with the following amount of notice in writing:

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

The Employer shall increase the notice period by 1 week if the employee is over 45 years old and has completed at least 2 years of continuous service with the Employer at the time the notice is given.

- (iii) In the case of notice of termination by the Employer being given, the Employer shall satisfy any obligations by payment in lieu of all or part of the notice period. Payment will be based on the employee's ordinary rate of pay and will exclude any other payments or benefits to which the employee may be entitled under this Agreement or during the course of the employee's employment with the Employer.
- (iv) An employee may terminate his or her employment by providing the Employer with the applicable period of notice in writing set out in the table above, however if the employee is over 45 years of age the employee is not required to provide the additional 1 weeks' notice.
- (v) Unless otherwise agreed, if the employee fails to provide the Employer with the required period of notice of termination, the Employer may withhold from the employee monies equivalent to the period of notice not given.
- (vi) Notwithstanding the preceding paragraphs, the Employer may terminate the employment of an employee without notice (or without payment in lieu of notice) where the employee has engaged in misconduct, which may include, but is not limited to, the following:
  - Theft and/or the wilful destruction of Employer property;
  - The consumption and/or possession of alcohol or any illicit drug during working hours;
  - The unlawful assault of any person on Employer property;
  - The refusal to carry out any lawful and reasonable instruction by the Employer or its representatives;Other reasons which the Employer may consider are in serious breach of the employment contract;

## **7.2. Stand Down**

An employee may be stood down without pay for any time they cannot be employed for such reasons as are beyond the control of the Employer, including but not limited to inclement weather, breakdown of machinery, strike or such other cause not within the control of the Employer.

## **7.3. Redundancy**

- (i) This clause does not apply:

(a) to the termination of an employee's employment if, immediately before the time of the termination, or at the time when the employee was given notice of the termination (whichever happened first):

- the employee's period of continuous service with the Employer less than 12 months; or
- the Employer [including its "associated entities" as that term is defined in the *Corporations Act 2001* (Cth)] employs less than 15 employees; or

(b) to any of the following employees:

- an employee employed for a specified period of time, for a specified task, or for the duration of a specified season; or
- an employee whose employment is terminated because of serious misconduct; or

a casual employee or On Hire employees ; or

- an employee who is an apprentice; or
- an employee (other than an apprentice) to whom a training arrangement applies and whose employment is for a specified period of time or is, for any reason, limited to the duration of the training arrangement.

(ii) An employee is entitled to be paid redundancy pay by the Employer if the employee's employment is terminated:

(a) at the Employers initiative because the Employer no longer requires the job done by the employee to be done by anyone, except where this is due to the ordinary and customary turnover of labour; or

(b) because of the insolvency or bankruptcy of the Employer.

(iii) In addition to any period of notice prescribed in clause 12, the Employer shall pay redundancy pay to the employee in accordance with the following table:

Employee's period of continuous service.	Redundancy Pay Period
1 At least 1 year but less than 2 years	4 weeks
2 At least 2 years but less than 3 years	6 weeks
3 At least 3 years but less than 4 years	7 weeks
4 At least 4 years but less than 5 years	8 weeks
5 At least 5 years but less than 6 years	10 weeks
6 At least 6 years but less than 7 years	11 weeks
7 At least 7 years but less than 8 years	13 weeks
8 At least 8 years but less than 9 years	14 weeks
9 At least 9 years but less than 10 years	16 weeks
10 At least 10 years	12 weeks

(iv) Redundancy pay will be based on the employee's ordinary rate of pay for his or her ordinary hours of work.

(v) An employee is not entitled to redundancy pay under this clause in relation to the termination of his or her employment with the Employer if:

- (a) the employee accepts an offer of employment made by the Employer or another employer (including an associated entity of the Employer) that is on terms and conditions substantially similar to, and, considered on an overall basis, no less favorable than, the employee's terms and conditions of employment with the Employer immediately before the termination; or
- (b) the employee rejects an offer of employment made by the Employer or another employer (including an associated entity of the Employer) that:
  - (1) is on terms and conditions substantially similar to, and, considered on an overall basis, no less favorable than, the employee's terms and conditions of employment with the Employer immediately before the termination; and
  - (2) recognises the employee's service with the Employer.

#### **7.4 Superannuation**

The Employer will make superannuation contributions on behalf of each employee to a complying superannuation fund nominated by the employee based upon the employee's ordinary time earnings (up to a maximum of 38 hours each week for full time employees). The Employer will comply with applicable superannuation legislation, which is covered by the *Superannuation Guarantee (Administration) Act 1992 (Cth)*, the *Superannuation Industry (Supervision) Act 1993 (Cth)*, the *Superannuation Guarantee Charge Act 1992 (Cth)* and the *Superannuation (Resolution of Complaints) Act 1993 (Cth)*.

#### **7.5 Annual Leave**

This clause shall not apply to casual employees or On Hire employees

- (i) For each year of service with the Employer, an employee is entitled to 20 days of paid annual leave.
- (ii) Payment for annual leave shall be based on 38 hours per week (for full time employees) or on the employee's ordinary weekly hours (for part time employees) and is calculated at the employee's ordinary rate of pay set out in this Agreement for the classification in which the employee works as at the time of taking the leave. Annual leave loading has been incorporated into the employees rate of pay as provided for in this agreement and there shall be no additional entitlement during a period of leave.
- (iii) Employees should provide the Employer with a minimum of one month's notice of their intention to take annual leave.
- (iv) Annual leave that remains untaken shall accumulate from year to year, however the Employer reserves the right to direct an employee to take a period of leave where such accrued leave is excessive and considered to be inconsistent with the policies of the Employer.

- (v) An employee's accrued but untaken leave will be paid to the employee on termination of the employee's employment, such payment shall not include the payment of leave loading.

## **7.6 Personal/Carers Leave**

This clause shall not apply to Casual Employees or On Hire employees, however a casual employee or On Hire employees shall be entitled, upon application to the employer to a period of unpaid leave to cover personal or family illness.

- (i) For each year of service with the Employer, an employee is entitled to 10 days paid personal/carer's leave
- (ii) An employee may take paid personal/carer's leave if the leave is taken:
  - (a) because the employee is not fit for work because of a personal illness, or personal injury, affecting the employee; or
  - (b) to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:
    - (1) a personal illness, or personal injury, affecting the member; or
    - (2) an unexpected emergency affecting the member.
- (iii) Untaken personal/carer's leave shall accrue from year to year but will not be converted into a cash payment on termination of employment.
- (iv) In order to be eligible for paid personal/carer's leave, the employee must take all reasonable steps to notify the Employer of the employee's incapacity to attend, the nature of the incapacity and the estimated duration of the absence (by notifying the employee's immediate manager within 1 hour of normal starting time), and shall if required furnish the Employer with a medical certificate or other evidence in relation to such incapacity.
- (v) In addition to the above leave an employee shall be entitled to 2 days paid compassionate leave for each occasion when a member of the employee's immediate family or household contracts or develops a personal illness or sustains a personal injury that poses a serious threat to his or her life, or dies. Compassionate leave will be paid leave for all employees except casual and On Hire employees. Employees are only entitled to compassionate leave if they provide the Employer with notice of the taking of the leave and if required, provide the Employer with any evidence that the Employer may require of the illness, injury or death.

## **7.7 Long Service Leave**

All employees shall be entitled to Long Service Leave in accordance with the *NSW Long Service Leave Act 1955* (NSW).

## **7.8 Public Holidays**

Employees other than casual employees or On Hire employees shall be entitled to a day off work, without loss of pay on a gazetted public holiday that the employee would normally be rostered to work on.

The Employer and an individual employee or group of employees (by majority), may agree to substitute a particular public holiday for another day instead of the prescribed day.

## **7.9 Jury Service**

In the event an employee (other than casual employees or On Hire employees) is required to serve on jury duty the employee shall be paid the employee's normal weekly wages (being 38 hours for a full time employee). Any amount paid to the employee for jury service shall be reimbursed to the Employer.

## **7.10 Parental Leave**

An employee's entitlement to parental leave (including unpaid maternity, paternity and adoption leave) shall be determined in accordance with applicable federal legislation.

## **7.11 Payment of Wages**

Wages shall be paid at least fortnightly, or weekly in the case of On Hire Employees, by electronic transfer into the employee's nominated account. A payslip shall be provided for each pay period.

## **7.12 Future Wage Increases**

Wage rates contained within this agreement shall be adjusted as necessary so as to at least maintain parity with those rates as contained within the Modern Award system as adjusted from time to time by Fair Work Australia.

## **8. POLICIES & PROCEDURES.**

In addition to the terms and conditions provided for in this Agreement the Employer may provide the employee with additional Company policies and procedures. Whilst these policies and procedures do not form part of this Agreement they do form part of the employees' conditions of employment. Such policies and procedures may be amended by the employer from time to time.

Employees shall be provided with and have explained to them the various policies and procedures, it is expected that all employees make themselves aware of and comply with all Company directions including the policies and procedures in place.

## **9. CONFIDENTIAL INFORMATION.**

Employees, including On Hire employees may from time to time obtain information regarding the Employer and/or the Employers clients. Whilst the Employer has a definite policy on confidential information, all employees are reminded that any such information that comes to the employee shall remain the property of the employer. Any unauthorised release and/or use of such information shall be considered a serious breach of the employment relationship and may lead to the dismissal of the employee.

## **10. GRIEVANCES & DISPUTE RESOLUTION.**

Any grievances in relation to the terms and conditions of this Agreement and/or the general terms and conditions of employment including the "Australian Fair Pay and Conditions Standard" (under the *Workplace Relations Act 1996*) and/or the "National Employment Standards" (under the *Fair Work Act 2009*) should be brought to the attention of the Employer at the earliest opportunity and dealt with under the terms of this clause. Grievances shall be handled in the following way;

- (i) The matter shall be notified to the Employer as soon as possible, this may be verbally or in writing.
- (ii) Following discussion and investigation of the matter the Employer shall within 3 working days advise the employee of the decision and any action to be taken.
- (iii) Should the matter not be resolved at this stage, the parties may elect to refer the matter to an independent person or body suitable to both parties. Any costs associated with this action shall be equally shared by the Employer and employee(s) effected.
- (iv) During the process either party may be represented by a person of their choosing.
- (v) During the process both parties agree that normal work will continue, unless the matter is one concerning a health or safety matter, in which case work relating only to the matter in dispute will be effected.

## **11. CONSULTATION**

- (i) Where the Employer has made a definite decision to introduce major change in production, program, organisation, structure or technology and such change is likely to have a significant impact on employees, the Employer must notify the employees who may effected by the proposed changes.



- (ii) The Employer will consult with employees who may be affected by any changes proposed, including the effects the changes are likely to have on employees, the measures considered to avert or mitigate any adverse effects of such changes. The Employer will give prompt and careful consideration to any matters raised by employees and/or their representatives during such process. This process shall include the Employer providing employees with all relevant information about the changes and the expected effects of the changes on employees and any other matters likely to affect the employees, provided the Employer shall not be required to disclose confidential information the disclosure of which may be contrary to the Employer's interests.
- (iii) For the purpose of this clause significant effects shall include major changes in the composition, operation or size of the Employers workforce or in the skills required, the elimination or diminution of job opportunities, promotion or job security, major changes in working hours or conditions, the requirement for employees to be retrained or transferred to other work or locations.

## **12. ANTI DISCRIMINATION**

The Employer and employee agree that it is their intention to achieve a workplace free of discrimination and to foster respect within the workplace. Employees must not engage in any form of unlawful discrimination or harassment and must treat all fellow employees and those outside of the workplace in a respectful manner. Any dispute concerning these provisions and their operation will be progressed initially under the dispute resolution procedure in this Agreement.

## **13. OCCUPATIONAL HEALTH & SAFETY**

- (i) The Employer and employee agree that a safe and secure workplace is important and each is committed to complying with the applicable Occupational Health & Safety laws.
- (ii) Employees shall comply with the Employer's OH&S policy. On Hire employees shall be made aware of and comply with the OH&S requirements of the client employer as provided.
- (iii) Each employee must ensure their own safety while at work, and to ensure that no action or inaction by an employee while at work causes harm to any other person. Employees will ensure safety procedures are followed at all times.
- (iv) Employees are required to use any safety and protective equipment provided. Employees must ensure that they know the Employer's health and safety rules and procedures. Employees will not misuse any equipment, plant or process that is provided to ensure workplace health and safety.
- (v) Failure to comply with the Employer's health and safety rules and procedures may result in disciplinary action being taken.

- (vi) Employees will report to management as soon as possible any accidents, incidents or hazards arising during the course of employment. Any concerns in relation to safety must be reported to management.

#### **14. OPERATION OF AGREEMENT**

- (i) This Agreement shall apply to all employees of the Employer employed within the classification structure of this Agreement. This Agreement shall operate to the exclusion of any and all other “transitional instruments” (as that term is defined in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth) and which includes any collective or certified agreement, notional agreement preserving a State award or AWA), modern award (as that term is defined in the FW Act) or contract of employment that may already be in or subsequently comes into existence and that might otherwise but for this Agreement apply to the employees.
- (ii) The “Australian Fair Pay and Conditions Standard” (until 31 December 2009) and the “National Employment Standards” (from 1 January 2010) shall apply to all employees covered by this Agreement unless such conditions are expressly dealt with in the Agreement and provide for terms which benefit the employee.
- (iii) It is acknowledged by the parties that all accrued entitlements of an employee employed at the time this Agreement commences shall be recognised by the Employer and maintained by operation of this Agreement.  
It is further agreed that no current employee shall suffer a reduction in conditions of employment as a result of this Agreement coming into effect.

#### **15. FLEXIBILITY PROVISIONS**

- (i) The Employer and any individual employee may agree to make an “individual flexibility agreement” (“**Flexibility Agreement**”) to vary the effect of terms of this Agreement if:
- (a) the Flexibility Agreement deals with one or more of the following matters:
- Hours of work;
  - Wages and Overtime;
  - Annual leave and annual leave loading;
  - the provision of non-monetary benefits provided by the Employer to the employee; and
- (b) the Flexibility Agreement is genuinely agreed to by the Employer and the employee.
- (ii) The Employer must ensure that the terms of the Flexibility Agreement:
- (a) are about permitted matters under section 172 of the FW Act; and
- (b) are not unlawful terms under section 194 of the FW Act; and

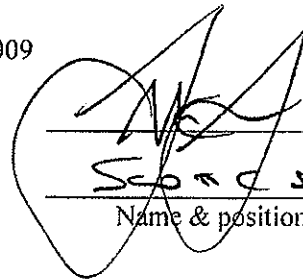
- (c) result in the employee being better off overall than the employee would be if no Flexibility Agreement was made.
- (iii) The Employer must ensure that the Flexibility Agreement:
  - (a) is in writing;
  - (b) includes the name of the Employer and the employee; and
  - (c) is signed by the Employer 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:
    - the terms of this Agreement that will be varied by the Flexibility Agreement;
    - how the Flexibility Agreement will vary the effect of the terms; and
    - 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 Flexibility Agreement; and
  - (e) states the day on which the Flexibility Agreement commences.
- (iv) The Employer must give the employee a copy of the Flexibility Agreement within 14 days after it is agreed to.
- (v) The Employer or employee may terminate the Flexibility Agreement:
  - (a) by giving no less than 28 days written notice to the other party; or
  - (b) if the Employer and employee agree in writing – at any time.
- (vi) If the Flexibility Agreement is terminated, the terms and conditions of the employee subject to the Flexibility Agreement shall revert to those contained within this Agreement.

16. SIGNATURE OF PARTIES

The signatures below indicate the acceptance of and endorsement of this Agreement on behalf of the Employer and the employees.


Signed on the 8 day of December 2009

For and on behalf of the Employer

  
\_\_\_\_\_  
SCOTT SMALL Director  
Name & position

Signed on the 18 day of December 2009

For and on behalf of the Employees

  
\_\_\_\_\_  
Sarah Hall. Recruitment  
Name & position Consultant.