

## Outlook Recycling and Shop Victorian Enterprise Agreement 2023

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## Part 1 – Application and Operation

### 1. Title

This agreement shall be known as the Outlook Recycling and Shop Enterprise Bargaining Agreement 2023.

### 2. Commencement and Period of Operation

- 2.1 This agreement commences seven days after approval by the Fair Work Commission.
- 2.2 The nominal expiry date of this agreement is 1 January 2026. The agreement will continue in force until after the expiry date and until replaced by a further enterprise agreement.
- 2.3 This Agreement provides a comprehensive statement of the collective terms and conditions of the employment of Employees to whom it applies.
- 2.4 The Agreement operates to the exclusion of, and wholly replaces, any Award, Agreement, and other industrial instrument of FWC that would, apart from this clause, apply to the employment of Employees covered by this Agreement.
- 2.5 From the commencement of this Agreement, no further claims will be made or pursued about the terms and conditions of employment that would apply to Employees during the life of this Agreement.
- 2.6 The operation of this Agreement may be supported by Outlook’s policies, procedures, and support materials. If there is any inconsistency between the policies, procedures and support materials and the terms of this Agreement, the express terms of this Agreement will prevail.
- 2.7 Policies, procedures and support materials which support the operation of this Agreement may be made or varied from time to time following consultation with the Parties to the Agreement. Consultation will occur where necessary or accordance in Clause 9 of this Agreement. Policies, procedures and support materials will apply in the form they are in as at the time of any relevant action or decision.
- 2.8 Disputes and grievances over the content, application or interpretation of any policies, procedures or guidelines which support the operation of this Agreement are subject to the Dispute Resolution procedures of this Agreement.
- 2.9 In any matter arising under this Agreement, an Employee may have an Employee representative (Union or non-Union) of their choice to assist or represent her / him, on a particular matter. The parties agree to commence negotiations for a new agreement no later than 6 months prior to the nominal expiry date unless otherwise agreed.

### 3. Definitions and Interpretation

- 3.1 **Outlook** means **Outlook (Australia) Inc** being the Employer of the Employees ('Employer').
- 3.2 **ATO** means the Australian Taxation Office.
- 3.3 **Casual Employee** means an Employee who is engaged intermittently for work of an unexpected or casual nature and does not include an Employee who could properly be engaged as a full-time or part-time Employee.
- 3.4 **Continuous Service** means a period which the Employee is employed by Outlook. Continuous services otherwise has the same meaning as Section 22 of the FW Act, except that unpaid absences will count as continuous service except unpaid absences in excess of 28 working days per annum .
- 3.5 **Dispute** is a disagreement or difference between people or groups of people, on a matter involving the application of this Agreement or the National Employment Standards in the FW Act or pertaining to the relationship the Employer and Employee. A dispute may arise when one party makes a claim, and the other party rejects it.
- 3.6 **Employee** means a person employed directly with **Outlook** in a permanent ongoing role, on a temporary or fixed term contract, or on a casual basis, who falls within the salary classification structure in Section 14
- 3.7 **Employee with a disability** means a national system employee who qualifies for a disability support pension as set out in Sections 94 or 95 of the *Social Security Act 1991* (Cth), or who would be so qualified but for paragraph 94(1)(e) or paragraph 95(1)(c) of that Act
- 3.8 **Employer** means national system employer within the meaning of the Act and includes a supported employment service
- 3.9 **FWC** means the Fair Work .Commission.
- 3.10 **FW Act** means the *Fair Work Act 2009* (Cth).
- 3.11 **Full-time Employee** means a permanent employee engaged for 38 hours per week and may be averaged over a period of a fortnight.
- 3.12 **Grievance** is a real or perceived issue causing resentment and is regarded as grounds for complaint.

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- 3.13 **Immediate Family** means:
- (a) spouses and de facto partners, including same sex partners;
  - (b) children and grandchildren;
  - (c) parents;
  - (d) siblings
  - (e) grandparents; and
  - (f) those described in sub-Sections (b), (c) (d) and (e) above if they are those relatives of the employee's spouse, de facto partner or same sex partner.
- 3.14 **Kinship Care** means care provided by relatives or a member of a child's social network when a child cannot live with his or her parents.
- 3.15 **Misconduct** means:
- (a) behaviour inconsistent with the employee's contract of employment; or
  - (b) breaches of the Employer's workplace policies including the Code of Conduct.
- 3.16 **NES** means the National Employment Standards as contained in Sections 59 to 131 of the *Fair Work Act 2009* (Cth)
- 3.17 **Outlook (Australia) Inc** means the employer and provider of disability services located at 24 Toomuc Valley Road, Pakenham VIC 3810
- 3.18 **OHS Policies** means Outlook's policies that specifically cover Heat and Wind.
- 3.19 **Part-time Employee** means an Employee engaged to work regular ordinary hours of less 38 hours per week, and who is entitled to all the benefits of this Agreement on a pro rata basis except where otherwise provided.
- 3.20 **Party** means an entity or person covered by this Agreement, being Outlook, an Employee or a Union. 'Parties' is a collective reference to all Parties covered by this Agreement, except where the context indicates otherwise.
- 3.21 **Permanent Employee** means an Employee engaged on a continuing basis. A permanent Employee may be engaged as a full time Employee or a part time Employee.
- 3.22 **Serious Misconduct** means wilful or deliberate behaviour inconsistent with the continuation of employment including theft, fraud, assault, being intoxicated, unauthorised access to or dissemination of pornographic material or refusing to carry out a lawful and reasonable instruction that is consistent with the Employee's contract of employment; and conduct that causes serious or imminent risk to the health and safety of a person or reputation or viability of Outlook's operations.

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- 3.23 **Standard Rate** means the minimum hourly wage for the Grade 2 classification in Clause 15.2. This rate is to be used for the purposes of calculating the various allowances that are linked to the standard rate.
- 3.24 **Supported Employment Services** means a service as defined in Section 7 of *the Disability Services Act 1986 (Cth)*
- 3.25 **Union** means the Australian Workers Union (AWU).
- 3.26 **Union Delegate** means an Employee who a Union has notified Outlook is a representative of that Union.
- 3.27 **Unsatisfactory Work Performance** means work performance that is unsatisfactory if the Employee fails to perform to the required standards or expectations of their role. To avoid any doubt, the performance standards and expectations need to be fair and reasonable. Employees cannot be accused of unsatisfactory work performance if the supervisor or manager failed to make the Employee fully aware of the standards or expectations of the role.
- 3.28 In this Agreement:
- (a) the singular includes the plural and vice versa and words importing a gender include every other gender;
  - (b) 'including' and 'includes' are not words of limitation;
  - (c) the Appendixes form part of this Agreement;
  - (d) headings are for convenience only and do not alter interpretation;
  - (e) a reference to '\$' or 'dollar' is a reference to Australian currency; and
  - (f) a reference to any legislation, delegated legislation or statutory instrument ('Legislation') includes that Legislation as in force from time to time.

## 4. Parties and Coverage

- 4.1 This agreement covers employees employed by Outlook in Victoria working in the classifications listed in Schedule A - Classifications. This agreement excludes employees in respect of other activities of Outlook that are covered by other awards and agreements.
- 4.2 For the avoidance of doubt the agreement excludes employees who hold executive and management positions not covered by the classification structure contained within this agreement.
- 4.3 The Australian Workers Union.

## **5. Access to the agreement and the National Employment Standards**

- 5.1 A copy of this Agreement and the NES will be placed on the Outlook notice boards in a place accessible to all Employees. All new employees will be advised how and where to access this information.

## **6. Relationship with the National Employment Standards and Policies**

- 6.1 The NES and this agreement contain the minimum conditions of employment for employees covered by this agreement.
- 6.2 There are guidelines and policies which prescribe conditions for working for Outlook. Employees should make themselves familiar with these guidelines and policies which may be varied from time to time and which will apply in the form they are in as at the time of any relevant action/decision. If there is any inconsistency between the guidelines and policies and the express terms of this agreement, the express terms of this agreement will prevail.

## **7. Individual Flexibility Arrangement**

- 7.1 An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
- (a) the agreement deals with 1 or more of the following matters:
    - (i) arrangements about when work is performed;
    - (ii) overtime rates;
    - (iii) penalty rates;
    - (iv) allowances;
    - (v) leave loading; and
  - (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
  - (c) the arrangement is genuinely agreed to by the employer and employee.
- 7.2 The employer must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
  - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
  - (c) result in the employee being better off overall than the employee would be if no arrangement was made.

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- 7.3 The employer must ensure that the individual flexibility arrangement:
- (a) is in writing; and
  - (b) includes the name of the employer and employee; and
  - (c) is signed by the employer and 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 the enterprise 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.
- 7.4 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 7.5 The employer or employee may terminate the individual flexibility arrangement:
- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
  - (b) if the employer and employee agree in writing – at any time.

## **8. Flexible Working Arrangements**

- 8.1 An employee (with 12 months service) may enter into an agreement for flexible working FLEXIBLE arrangements to change their working arrangements (such as their hours or work, location of work or patterns of work, in accordance with the NES when:
- (a) the employee is the parent, or has responsibility for the care, of a child who is of school age or younger;
  - (b) the employee is a carer (within the meaning of the Carer Recognition Act 2010 );
  - (c) the employee has a disability;
  - (d) the employee is 55 or older;
  - (e) the employee is experiencing violence from a member of the employee's family;
  - (f) the employee provides care or support to a member of the employee's immediate family, or a member of the employee's household, who requires



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care or support because the member is experiencing violence from the member's family.

- (g) the process for applying for a flexible working arrangement is provided in the NES. All disputes regarding flexible working arrangements (including refusals of a request on reasonable business grounds) will be determined in accordance with the dispute settlement procedure.

#### Part 2 – Consultation and Dispute Resolution

### 9. Consultation

9.1 This term applies if the employer:

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

#### Major change

9.2 For a major change referred to in paragraph 9.1(a):

- (a) the employer must notify the relevant employees of the decision to introduce the major change; and
- (b) subclauses (3) to (9) apply.

9.3 The relevant employees may appoint a representative for the purposes of the procedures in this term.

9.4 If:

- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- (b) the employee or employees advise the employer of the identity of the representative;

the employer must recognise the representative.

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

- (a) discuss with the relevant employees:
  - (i) the introduction of the change; and
  - (ii) the effect the change is likely to have on the employees; and
  - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
- (b) for the purposes of the discussion – provide, in writing, to the relevant employees:

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- (i) all relevant information about the change including the nature of the change proposed; and
  - (ii) information about the expected effects of the change on the employees; and
  - (iii) any other matters likely to affect the employees.
- 9.6 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 9.7 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 9.8 If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
- 9.9 In this term, a major change is **likely to have a significant effect on employees** if it results in:
  - (a) the termination of the employment of employees; or
  - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
  - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - (d) the alteration of hours of work; or
  - (e) the need to retrain employees; or
  - (f) the need to relocate employees to another workplace; or
  - (g) the restructuring of jobs.

### Change to regular roster or ordinary hours of work

- 9.10 For a change referred to in paragraph 9 (1)(b):
  - a. the employer must notify the relevant employees of the proposed change; and
  - b. subclauses (11) to (15) apply.
- 9.11 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 9.12 If:
  - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - (b) the employee or employees advise the employer of the identity of the representative;

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the employer must recognise the representative.

- 9.13 As soon as practicable after proposing to introduce the change, the employer must:
- (a) discuss with the relevant employees the introduction of the change; and
  - (b) for the purposes of the discussion – provide to the relevant employees:
    - (i) all relevant information about the change, including the nature of the change; and
    - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
    - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
  - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 9.14 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 9.15 The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- 9.16 In this term:  
**relevant employees** means the employees who may be affected by a change referred to in subclause (1).

## 10. Dispute resolution

- 10.1 This term sets out procedures to settle the dispute if a dispute relates to:
- (a) a matter arising under this Agreement; or
  - (b) a minimum entitlement under the National Employment Standards; or
  - (c) a matter pertaining to the relationship between the Employee and the Employer
- 10.2 An Employee who is a party to the dispute may appoint a representative, including their union for the purposes of the procedures in this term.
- 10.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between Outlook or Employees and relevant supervisors and/ or management.
- 10.4 In attempting to resolve the dispute or grievance, the parties will use the internal process and procedures, including escalation, to the higher levels of management in the first instance.

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- 10.5 The parties agree the rules of natural justice apply, and the process will be conducted as quickly as possible, with as little formality, as a proper consideration of the matter allows.
- 10.6 The process outlined in Clauses 10.3-10.5 is to commence no later than 7 days after notification of the dispute in writing and if the dispute is not resolved within 1 month then the provisions of Clause 10.7 shall apply.
- 10.7 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the FWC for conciliation and if necessary, arbitration pursuant to Section 739 of the FW Act and in accordance with Clause 10.8 of this Agreement.
- 10.8 The parties consent to the FWC dealing with the dispute in two stages
- (a) the FWC will first attempt to resolve the dispute by means it considers appropriate other than by arbitration including mediation, conciliation, expressing an opinion or making a recommendation; and
  - (b) if the FWC is unable to resolve the dispute by these means, the FWC will then arbitrate the dispute, utilising the powers available.
- 10.9 A decision made by the FWC when arbitrating a dispute is a decision for the purposes of Div 3 of Part 5 of the FW Act, and therefore an appeal may be made with respect to the decision.
- 10.10 While the parties are trying to resolve the dispute using the procedures in this clause:
- (a) an Employee must continue to perform the work as he or she would have performed prior to the dispute being raised unless he or she has a reasonable concern about an imminent risk to health or safety; and
  - (b) an Employee must comply with a direction given by Outlook to perform other available work at the same workplace, or at another workplace, unless:
    - (i) the work is not safe;
    - (ii) applicable work health and safety legislation would not permit the work to be performed;
    - (iii) the work is not appropriate for the Employee to perform; or
    - (iv) there are other reasonable grounds for the Employee to refuse to comply with the direction.

## **Part 3 – Types of Employment and Termination of Employment**

### **11. Types of employment**

#### **11.1 General**

Employees under this agreement will be employed in one of the following categories:

- (a) full-time employees;
- (b) part-time employees; or
- (c) casual employees.

11.2 At the time of engagement an employer will inform each employee in writing of the terms of their engagement and in particular whether they are to be full-time, part-time or casual.

#### **11.3 Full-time employees**

For the purpose of this agreement a full-time employee will be a permanent employee engaged for 38 hours per week and may be averaged over a period of a fortnight.

#### **11.4 Part-time employees**

- (a) A part-time employee is an employee who:
  - (i) works less than full-time hours of 38 per week;
  - (ii) has reasonably predictable hours of work; and
  - (iii) receives, on a pro rata basis, equivalent pay and conditions to those of a full-time employee who does the same kind of work.
- (b) When determining what is reasonably predictable for an employee with a disability, the nature of the employee's disability and other relevant personal circumstances are to be taken into account.
- (c) An employer is required to roster a part-time employee for a minimum of three consecutive hours on any shift.
- (d) At the time of engagement, Outlook and the Employee will agree in writing on the arrangements for part time work. They will agree on the regular pattern of work, specifying the number of hours to be worked per week. These arrangements can be varied by agreement with the Employee and Outlook following consultation as if Clause 9 applied.
- (e) Outlook may approve a request from a full time Employee for a part time arrangement. Such a request may be made at any stage and will not be unreasonably refused. Where an Employee's written request for part

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time arrangements is refused, Outlook will provide the Employee with written reasons for the decision, within 21 days of the decision.

- (f) Time worked by a part time Employee in excess of his or her regular ordinary daily part time hours and approved by Outlook will be considered approved overtime. The additional hours approved by Outlook, beyond the normal part time hours per day, will be paid as overtime or taken as time in lieu.
- (g) Extra days or shifts requested by or offered to a part time Employee and agreed by Outlook and the Employee shall not be paid as overtime unless the time worked exceeds the normal full-time weekly or fortnightly hours.
- (h) For part time Employees, ordinary hours are those agreed in their part time work Agreement and are less than the ordinary weekly hours for a full time Employee. Ordinary weekly hours may be averaged over a period of a fortnight.

#### **11.5 Casual employees**

- (a) A casual employee is an employee engaged as such on an hourly basis other than a part-time or full-time employee.
- (b) A casual Employee is to be paid for a minimum of three (3) consecutive hours in any day worked.
- (c) A casual Employee will be paid for hours worked:
  - (i) at a rate equal to 1/38 of the hourly fraction for a full time employee
  - (ii) a loading of 25% on the employee's classification rate for ordinary working hours without entitlement to personal leave, annual leave or public holidays not worked.
- (d) Subject to the evidentiary and notice requirements for personal leave, a casual Employee is entitled to not be available to attend work, or to leave work:
  - (i) if the Employee needs to care for a member of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child; or
  - (ii) upon the death of a member of their immediate family or household; or
  - (iii) personal illness.
- (e) In the absence of an alternative agreement, the Employee is entitled to not be available to attend work for up to 48 hours (that is, two (2) days) per occasion. The casual Employee is not entitled to any payment for the period of non-attendance.

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- (f) Outlook must not fail to re-engage a casual Employee because the Employee accessed the entitlements set out elsewhere in Clause 11.5. The rights of Outlook to engage or not to engage a casual Employee are otherwise not affected.

**12. Termination of employment**

- 12.1 Outlook may terminate an Employee's employment by providing the amount of notice or payment in lieu of notice, set out below:

<b>Length of Service</b>	<b>Notice</b>
Less than 1 year	1 week
More than 1 year but less than 3 years	2 weeks
More than 3 years but less than 5 years	3 weeks
5 years or more	4 weeks

Employees over 45 years of age and having completed 2 year continuous service will receive an additional 1 week on the above notice requirement.

Notice periods or payment in lieu of notice apply to all cases of termination of employment, except where the employment has been terminated on the grounds of serious misconduct.

- 12.2 Notice of termination by an employee

The notice of termination required to be given by an employee is the same as that required of an employer except that there is no requirement on the employee to give additional notice based on the age of the employee concerned. If an employee fails to give the required notice the employer may withhold from any monies due to the employee on termination under this agreement or the NES, an amount not exceeding the amount the employee would have been paid under this award in respect of the period of notice required by this clause less any period of notice actually given by the employee.

- 12.3 **Job search entitlement**

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

**13. Redundancy**

- 13.1 Discussion before Termination

- (a) Where the Employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone and

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this is not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment, the employer shall hold discussions with the employees directly affected.

- (b) The discussions shall take place as soon as is practicable after the Employer has made a definite decision which will invoke the provision of paragraph (a) and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations on the employees concerned.
- (c) For the purposes of the discussion the Employer shall, as soon as practicable, provide in writing to the employees concerned, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out. Provided that the Employer shall not be required to disclose confidential information, the disclosure of which would be inimical to the employer's interests.

Deleted: ¶

#### 13.2 Transfer to lower paid duties

- (a) Where an employee is transferred to lower paid duties for reasons set out in paragraph (a) the employee shall be entitled to the same period of notice of transfer as she/he would be entitled to if her/his 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 lower ordinary time rates for the number of weeks' notice still owing.

#### 13.3 Severance pay

- (a) In addition to the period of notice prescribed for termination, an employee whose employment is terminated for reasons set out in Clause 13.1 (a) shall be paid the following amount of severance pay in respect of a period of continuous service.

<b>Period of continuous service</b>	<b>Severance pay</b>
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay*
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 5 years	8 weeks' pay
5 years and less than 6 years	10 weeks' pay
6 years and less than 7 years	11 weeks' pay
7 years and less than 8 years	13 weeks' pay



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<b>Period of continuous service</b>	<b>Severance pay</b>
8 years and less than 9 years	14 weeks' pay
9 years and over	16 weeks' pay

- (b) Provided that the severance payments shall not exceed the amount the employee would have earned if employment with the employer had proceeded to the employee's normal retirement date.
- (c) "Week's pay" means the ordinary time rate of pay for the employee concerned.

**13.4 Employee Leaving During Notice Period**

- (a) An employee whose employment is terminated for reasons set out in Clause 13.1(a) may terminate her/his employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had she/he remained with the employer until the expiry of such notice. Provided in such circumstances the employee shall not be entitled to payment in lieu of notice.

**13.5 Alternative Employment**

- (a) Where the Employer offers the Employee acceptable alternative employment no severance payment is payable. Acceptable alternative employment means employment in the same discipline without loss of income, within reasonable proximity of the employee's home and without imposition of a qualifying or probationary period.

**13.6 Time off Period of Notice**

- (a) During the period of notice of termination given by the employer an employee shall 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) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, produce proof of attendance at an interview or she/he shall not receive payment for the time absent.
- (c) For this purpose a statutory declaration will be sufficient
- (d) This clause does not apply to employees with less than one year's continuous service.
- (e) This clause shall not apply where employment has been terminated because the conduct of an employee justifies instant dismissal or in the case of casual employees, or employees engaged for a specific period of time or for a specified task or tasks.

**13.7 Transfer of Business and Entitlement to Severance Pay**

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- (a) Where the Employer is proposing a transfer of the business or transfer of business within the meaning of the Fair Work Act 2009(as varied from time to time) the Employer shall, as soon as practicable but in any event not less than 4 weeks prior to the transfer:

  - (i) Notify each employee in writing of the proposed transfer, including any impact the transfer may have on the employee
  - (ii) Provide a written impact statement that addresses any impact the transfer may have on the employees to those employees affected and if requested their nominated representatives.
  - (iii) Consult with the employees and their nominated representatives to mitigate any adverse impact on affected employees.
- 13.8 Entitlement to Severance Pay

  - (a) For the purposes of any entitlement to severance pay on transfer of transfer of business, severance pay is not applicable where a business is transferred from an employer (original employer) to another employer (new employer), in any of the following circumstances:
- 13.9 Where the employee accepts employment with the new employer which:

  - (a) recognises the period of continuous service which the employee had with the original employer and recognises any service with a prior employer to be continuous service of the employee with the new employer;
  - (b) 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 original employer; and
  - (c) does not impose or extend any probationary or qualifying period on a transferring employee beyond that applying to that employee immediately prior to the transfer and this is confirmed in writing to the employee before commencing employment with the new Employer.
- 13.10 For the purposes of this clause, continuity of service shall be calculated in the manner prescribed by Clause 26 – Long Service Leave.

## **Minimum Wages and Related Matters**

### **14. Classifications**

- 14.1 The definitions of the classification levels in Clause 15—Minimum wages are contained in Schedule A – Classifications.

## 15. Minimum wages

15.1 Upon appointment, an employee will be graded by the employer in one of the grades in Schedule A - Classifications having regard to the employee's skills, experience and qualifications.

15.2 Subject to Clauses 15.4 and 16 the minimum rates of pay will apply for the grades as in Schedule B – Minimum Wage Rates and Allowances.

NOTE: For the purpose of this agreement, the hourly rate for all employees will be calculated by dividing the weekly rate by 38, then rounded to the nearest cent.

### 15.3 Salary Packaging

Subject to the extent allowable by the law, the employer will provide all employees covered by this Agreement with the option to salary package the maximum amount provided by legislation. Such provision shall be at no cost to the employer.

Employee participation in salary packaging is optional

### 15.4 Wage assessment—employees with a disability

(a) An employee with a disability will be paid such percentage of the rate of pay of the relevant grade in Clause 15.2 as assessed under the Supported Wage Assessment Tool.

(b) No decrease—regression of disability

An employee with a disability will not have their rate of pay reduced as a result of a wage assessment made pursuant to Clause 15.4(a). This clause does not cover the circumstance where the wage of an employee with a disability may need to be reduced due to the regression of the employee's disability. However, a wage assessment that determines a lower percentage than an earlier wage assessment of the employee against the same duties is of no effect unless the reduction in percentage is solely due to the regression of the employee's disability. Before the wage of an employee may be reduced the employer must exhaust all reasonable training options and options to allocate the employee new tasks to avoid the regression. Where regression of wages is provided for in the wage assessment tool against which the employee was assessed, regression may only occur in accordance with the method provided for in that tool.

(c) **Review of assessment**

For the purpose of Clause 15.4(a):

(i) unless otherwise provided under the relevant wage assessment tool, the wage assessment of each employee with a disability will be reviewed within a period not exceeding three years' service with the supported employment service since the last assessment, and the rate of pay adjusted accordingly; and

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- (ii) unless otherwise provided under the relevant wage assessment tool, a wage assessment may be reviewed at the initiative of either the employee with a disability or the supported employment service, once every six months and not more than four times every three years, and the rate of pay adjusted accordingly.

#### **(d) Documentation of assessment**

Any assessment made under Clause 15.4(a) must be documented by the supported employment service and a copy provided to the employee with a disability, and, if requested, to the employee's authorised representative.

## **16. Higher duties**

- 16.1 Where an Employee is required by Outlook to perform the duties of another Employee in a higher classification under this Agreement, for a period of 2 consecutive hours or more in a working day, that Employee will receive a higher duties allowance.
- 16.2 The allowance will be paid at a rate no less than the minimum rate prescribed for the salary classification (Schedule A) applying to the Employee whose duties they are performing, for the duration of the temporary period they perform the higher duties.
- 16.3 Where an Employee has been acting in a higher classification continuously for three months or more and in receipt of this allowance and takes annual leave, that leave will be paid at the higher rate, provided the substantive position holder remains unavailable to fill the position.
- 16.4 Employees will be paid at a higher grade if carrying out the duties of a higher grade for two or more hours in any shift. They will be paid at the higher grade for the time so worked. This clause will not apply whilst an employee is carrying out work in a higher grade for training purposes only.

## **17. Allowances**

### **17.1 Use of vehicle**

An employee required to use their own vehicle during working hours will be paid \$0.95c per kilometre travelled.

### **17.2 First aid allowance**

An employee who is appointed by the employer as a first aid officer to render first aid assistance in the workplace and who maintains a current senior first aid qualification from St John Ambulance or similar body will be paid an allowance of 2.03% of the standard rate per week.

Outlook will pay the training fees for an employee who required renew their first aid qualification.

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**17.3 Meal allowance**

Where an employee is entitled to a meal allowance in accordance with Clause 22.5, the employee will be paid \$12.85 per meal.

**17.4 Laundry allowance**

An employee required to perform work determined by the leading hand or supervisor to be of a dirty nature will be paid an allowance of \$0.70 per day unless the employer provides and launders a uniform at no cost to the employee.

**17.5 Special and protective clothing**

Where it is necessary that an employee wear special and/or protective clothing, the employer must reimburse the employee for the cost of purchasing such clothing. The provisions of this clause do not apply where the special clothing is supplied without cost to the employee. Where the employer provides the special clothing it will remain the property of the employer. Replacement costs of protective clothing will be the responsibility of the employer except where replacement is required due to employee negligence. Where this occurs, the employee will be required to reimburse the employer the full cost of the protective clothing.

**17.6 Leading Hand Allowance**

Employees who are classified as Customer Service Level 1-3 or Operator Level 3-5 and required to supervise other employees will be paid an all-purpose allowance \$0.50c per hour or in accordance with the allowances table in Schedule B.

**17.7 Outdoor Allowance**

Where an employee is in a classification which requires them to perform the duties of that classification outdoors for the majority of their regular shifts whilst in that classification, the employee shall receive an allowance of 4% of the hourly base rate for an Operator Level 3.

**17.8 Adjustment of expense related allowances**

- (a) At the time of any adjustment to the standard rate, each expense related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.
- (b) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:

<b>Allowance</b>	<b>Applicable Consumer Price Index figure</b>
Meal allowance	Take away and fast foods sub-group
Laundry Allowance	Clothing and footwear group

## **18. Accident Make-up Pay**

- 18.1 All Employees covered by this Agreement will have access to accident make-up pay in accordance with this clause.
- 18.2 Outlook must pay an Employee accident make-up pay where the Employee receives an injury for which weekly payment of compensation is payable by or on behalf of Outlook pursuant to the provisions of the appropriate workers' compensation legislation, as amended from time to time.
- 18.3 'Accident make-up pay' means a weekly payment of an amount being the difference between the weekly amount of compensation paid to the Employee pursuant to the appropriate workers' compensation legislation, and the Employee's appropriate Agreement rate, or, where the incapacity is for a lesser period than one (1) week, the difference between the amount of compensation and the Agreement rate for that period. Weekly payment means the amount the Employee would have earned if he or she had not been in receipt of workers' compensation payments.
- 18.4 Outlook must pay accident make-up pay during the incapacity of the Employee within the meaning of the appropriate workers' compensation legislation until whichever occurs sooner of such incapacity ceasing, or until the expiration of a period of 26 weeks from the date of injury. Payment will apply only in respect of an incapacity which results from an injury which is current during the first salary period commencing on or after, or which occurs subsequent to, that salary period.
- 18.5 The liability of Outlook to pay accident make-up pay in accordance with this clause arises as at the date of the injury or accident in respect of which compensation is payable under the said appropriate workers' compensation legislation. The termination of the Employee's employment for any reason during the period of any incapacity will in no way affect the liability of Outlook to pay accident make-up payment as provided in this clause.
- 18.6 In the event that the Employee receives a lump sum in redemption of weekly payments under the appropriate workers' compensation legislation, the liability of Outlook to pay accident make-up pay will cease from the date of such redemption.

## **19. Payment of wages**

- 19.1 Wages will be paid fortnightly, or, by agreement between the employer and the majority of employees, weekly or monthly.
- 19.2 Payment will be made by electronic funds transfer, as determined by the employer, into the bank or financial institution account nominated by the employee. Employees will be provided with an electronic payslip which will show the calculation of wages, accrued annual leave, accrued personal leave and long service leave where an employee has an actual accrued entitlement to long service leave.
- 19.3 Overtime will be paid not later than the next scheduled pay day succeeding the week in which the overtime has been worked.

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- 19.4 Where an employee is discharged from employment the employee will be paid not later than the next scheduled pay day for all wages, overtime, pro rata payment for annual leave, annual leave loading or any remuneration due. Payment may be made by electronic funds transfer into the bank or financial institution account nominated by the employee.
- 19.5 Where an employee lawfully leaves their employment they will be paid all monies due not later than the next scheduled pay day. Payment may be made by electronic funds transfer into the bank or financial institution account nominated by the employee.
- 19.6 Employees who are members of the Union, may authorise the employer in writing to deduct Union fees from the employee's fortnightly payment of wages.

## **20. Superannuation**

### **20.1 Superannuation legislation**

- (a) Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth), deals with the superannuation rights and obligations of employers and employees. Under superannuation legislation individual employees generally have the opportunity to choose their own superannuation fund. If an employee does not choose a superannuation fund, any superannuation fund nominated in the award covering the employee applies.
- (b) The rights and obligations in these clauses supplement those in superannuation legislation.

### **20.2 Employer contributions**

Subject to Clause 20.5 an employer must make such superannuation contributions to a superannuation fund for the benefit of an employee as will avoid the employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee.

### **20.3 Voluntary employee contributions**

- (a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in Clause 20.2.
- (b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.

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- (c) The employer must pay the amount authorised under Clauses 20.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under Clauses 20.3(a) or (b) was made.

#### **20.4 Superannuation fund**

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in Clause 20.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in Clause 20.2 and pay the amount authorised under Clauses 20.3(a) or (b) to one of the following superannuation funds or its successor:

- (a) Hesta; or
- (b) Australian Super; or
- (c) any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund.

#### **20.5 Employees with disabilities**

Where an employee with a disability is being paid less than \$450 per month in accordance with Clause 15.4, contributions for such employees will be either 3% of their ordinary time earnings or \$6.00 per week whichever is the greater.

## **Hours of Work and Related Matters**

### **21. Hours of work and rostering**

- 21.1 The ordinary hours of work for a full-time employee will 38 hours per week and may be averaged over a period of a fortnight.
- 21.2 The span of hours in which an Employee may work their ordinary hours is 6am to 6pm Monday to Sunday.
- 21.3 Where work is carried out on weekends, payment will be paid at a rate of time and a half (150%) on Saturdays and double time (200%) on Sundays.
- 21.4 An employee who works their ordinary hours in a shift which finishes after 6.00 pm and at or before 12.00 midnight Monday to Friday, will be paid an allowance of 15% of their ordinary rate for the whole of the shift.
- 21.5 An employee who works their ordinary hours in a shift which finishes after 12.00 midnight and or before 8.00 am Monday to Friday, will be paid an allowance of 30% of their ordinary rate of pay for the whole of the shift.
- 21.6 A full-time or part-time employee who works their ordinary hours on a public holiday, will be paid at the rate of double time and a half (250%) of their ordinary rate of pay for the whole of the shift.



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- 21.7 A casual employee who works on a public holiday, will be paid at the rate of pay of double time and a half (250%) without 25% casual loading for the whole of the shift.
- 21.8 The actual starting and finishing time will be determined by the employer and any shift will be a minimum of 2 hours.
- 21.9 A maximum of ten (10) hours may be worked in any one day between the times specified in Clause 21.2.
- 21.10 **Meal and tea breaks**
- All employees will be allowed at least 30 minutes unpaid lunch break not later than five hours after the commencement of work unless otherwise agreed between the employer and employee. An employee will not be required to work for more than five hours without a meal break of 30 minutes. All employees working more than 5 hours per shift will receive one paid tea break of 15 minutes in the morning.
- 21.11 **Change of Roster**
- (a) Fourteen (14) days' notice will be given of a change in a roster.
- (b) However, a roster may be altered at any time to enable the service of the organisation to be carried on where another employee is absent from duty on account of illness, or in an emergency.
- (c) This clause will not apply where the only change to the roster of a part time employee is the mutually agreed addition of extra hours to be worked such that the part-time employee works not more than fulltime hours as per clause 21.1.

## **22. Overtime and penalty rates**

- 22.1 Subject to Clause 22.8 all-time worked outside the ordinary hours of work will be overtime and will be paid for at the rate of time and a half (150%) for the first two hours and double time (200%) thereafter.
- 22.2 Overtime at the rate of double time (200%) will be paid for all time worked after first 3 hours on a Saturday or any overtime worked after 12pm on a Saturday and all-day Sunday where such time is not part of an employee's ordinary shift. Overtime outside of 7.6 hours on a Sunday will be paid at a rate of double time (200%).
- 22.3 In computing overtime, each day's work will stand alone.
- 22.4 When overtime work is necessary it will, wherever reasonably practicable, be so arranged that employees have at least 10 consecutive hours off duty between the work of successive days.
- 22.5 An employee working overtime will be provided with a half hour for meal break and a suitable meal or be paid a meal allowance in any of the following circumstances:

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- (a) when required to work beyond 6.00 pm; or
- (b) if overtime continues beyond 10.00 pm.

22.6 Where an employee's ordinary hours of work are less than 38 per week, by agreement between that employee and the employer, an employee may work and be paid at ordinary time up to two hours beyond their normal finishing time. In any case, an employee will not be required to work more than 10 hours in any one day nor more than 76 hours in any one fortnight without the payment of overtime. For the purposes of this clause **week** means Monday to Sunday inclusive.

22.7 In computing overtime, calculation will be made to the nearest five minutes.

#### **22.8 Time off in lieu of overtime payment**

Where an employee has performed duty on overtime, they may be released from duty to take time off instead of receiving a payment for overtime for a period not exceeding the period of overtime actually worked, subject to the following conditions:

- (a) An employee may only be released from duty at the request of the employee and with the agreement of the employer. Such agreement will be in writing.
- (b) An employee may not accumulate more than 20 hours to be taken as leave instead of overtime payment and leave will be taken within four weeks of the accrual. Where such leave is not taken in this period it will be paid for at the appropriate overtime rate.
- (c) This provision will only apply in respect of overtime worked between Monday to Friday inclusive. Normal penalties for overtime worked on Saturday, Sunday and public holidays will apply for those days.

#### **22.9 Rate used for calculating Overtime**

Overtime payments will be calculated using the employee's base rate of pay plus any loadings/allowances shown as all purpose in this agreement.

## **Public Holidays**

### **23. Public holidays**

- 23.1 A full-time or part-time employee who works on a public holiday will be paid at the rate of double time and a half (250%).
- 23.2 An employee, other than a casual employee, who works on Christmas Day, New Years Day, or both, will be paid at the appropriate holiday rate as provided in Clause 23.1 and if such an employee also works on the substitute day or days, they will be paid at ordinary rates for work on this day or these days.

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- 23.3 In addition to the benefit conferred by Clause 23.1, an employee who works on Christmas Day or New Years Day will either be allowed a substitute holiday at a time convenient to the employer or receive an extra day's wages at ordinary rates.
- 23.4 Clauses 23.2 and 23.3 override any other provisions of this agreement with which they are inconsistent.
- 23.5 Employees will observe the following public holidays each year without deduction of pay:
- (a) New Year's Day;
  - (b) Good Friday;
  - (c) Easter Saturday;
  - (d) Easter Monday;
  - (e) Christmas Day;
  - (f) Boxing Day;
  - (g) Australia Day;
  - (h) Anzac Day; and
  - (i) King's Birthday.
  - (j) Friday before AFL Grand Final
  - (k) Melbourne Cup
- 23.6 The following provisions also apply in respect of public holidays:
- (a) when Christmas Day is a Saturday or a Sunday, a holiday in lieu will be observed on 27 December (hereafter referred to as a substitute day);
  - (b) when Boxing Day is a Saturday or a Sunday, a holiday in lieu will be observed on 28 December (substitute day); and
  - (c) when New Year's Day or Australia Day is a Saturday or a Sunday, a holiday in lieu will be observed on the next Monday (substitute day).
- 23.7 Where in a State, Territory or locality, public holidays are declared, prescribed, or substituted on other days those days will constitute additional holidays for the purpose of this Agreement in that State, Territory or locality.
- 23.8 Outlook may request an Employee to work on a public holiday if the request is reasonable. If Outlook requests an Employee to work on a public holiday the employee may refuse if the request is not reasonable, or the refusal is reasonable.

## Leave

### 24. Annual leave and leave loading

- 24.1 A Full time Employee is entitled to 20 days (152 hours) paid annual leave for each continuous 12 months of service with Outlook. Annual leave accrues progressively and subject to Clause 24.11 can be taken prior to each 12 months of continuous service.
- 24.2 Part time employees will accrue on a pro-rata basis. Annual leave accrues progressively. Annual leave counts as service for all purposes.
- 24.3 Annual leave can be taken in periods of half a day or less than half of a day where requested by the employee.
- 24.4 For the purposes of the additional leave provided by the NES, a shift worker is an employee who is regularly rostered to work their ordinary hours on a Saturday and/or Sunday (that is, not less than 10 in any 12 month period).
- 24.5 In recognition of an employee being unable to work overtime or earn certain allowances/loadings, a loading of 17.5% will be paid at the time an Employee takes a period of annual leave. The loading also applies to pro rata leave on termination of employment, except where the employment has been terminated on the grounds of serious misconduct.
- 24.6 This clause contains provisions additional to the National Employee Standards about taking paid annual leave, to deal with excessive paid annual leave accruals. A dispute in relation to the operation of this clause may be dealt with in accordance with the dispute resolution clause of this Agreement.
- 24.7 Before Outlook can direct that leave be taken under this clause or an Employee can give notice of leave to be granted under this clause, Outlook or the Employee must seek to confer and must genuinely try to agree upon steps that will be taken to reduce or eliminate the employee's excessive leave accrual.
- 24.8 An employee may be directed to take annual leave where an employee has an excessive leave accrual if the employee has accrued more than 8 weeks' paid annual leave or 10 weeks' paid annual leave for a shift worker.
- 24.9 If agreement is not reached to reduce this accrual, Outlook may give a written direction to the Employee to take a period or periods of paid annual leave. Such a direction must not:
- (a) result in the Employee's remaining accrued entitlement to paid annual leave at any time being less than six (6) weeks (taking into account all other paid annual leave that has been agreed, that the Employee has been directed to take or that the Employee has given notice of under this clause);
  - (b) require the Employee to take any period of leave of less than one (1) week;
  - (c) require the Employee to take any period of leave commencing less than eight (8) weeks after the day the direction is given to the Employee;

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- (d) require the Employee to take any period of leave commencing more than twelve (12) months after the day the direction is given to the Employee; or
  - (e) be inconsistent with any leave arrangement agreed between Outlook and Employee.
- 24.10 An Employee to whom a direction has been given under this clause may make a request to take paid annual leave as if the direction had not been given.
- 24.11 Outlook must not unreasonably refuse to agree to a request by the Employee to take paid annual leave.
- 24.12 If leave is agreed after a direction is issued and the direction would then result in the Employee's remaining accrued entitlement to paid annual leave at any time being less than six (6) weeks, the direction will be deemed to have been withdrawn.
- 24.13 The Employee must take paid annual leave in accordance with a direction complying with this clause.
- 24.14 Payment must not be made or accepted in lieu of annual leave unless it complies with the following:
- (a) paid annual leave must not be cashed out if the cashing out would result in the Employee's remaining accrued entitlement to paid annual leave being less than four (4) weeks;
  - (b) each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between Outlook and the Employee; and
  - (c) the Employee must be paid at least the full amount that would have been payable to the Employee had the Employee taken the leave that the Employee has forgone.
- 24.15 Where a period of annual leave is equal to or less than one week, payment will be made as per the normal pay cycle or if annual leave is more than one (1) week, in advance, at the Employee's election.
- 24.16 Annual leave is exclusive of the Public Holidays referred to in Section 23 of this Agreement. If a public holiday falls on a day during an Employee's period of annual leave which would otherwise have been an ordinary working day for that Employee, the Employee will be credited with additional annual leave equivalent to the ordinary time the Employee would have worked on that day.
- 24.17 If an Employee becomes sick while on annual leave on a day he or she would otherwise have worked, and the Employee forwards a certificate of a qualified medical practitioner or other relevant practitioner to Outlook as soon as is practicable, then the number of days specified in the certificate will be deducted from any personal leave entitlements the Employee has accrued, and re-credited to the Employee's annual leave entitlement. Any annual leave loading paid in accordance with Clause 24.4 of this Agreement in respect of annual leave converted to personal leave in accordance with this clause will not be re-credited.

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- 24.18 An Employee and Outlook may agree to defer payment of the annual leave loading in respect of single day absences, until at least five (5) consecutive annual leave days are taken.
- 24.19 Outlook may agree with an Employee to take annual leave in advance of the entitlement accruing, subject to the following:
- (a) the Employee has worked with Outlook for a period of at least 12 months;
  - (b) the Employee agrees in writing with Outlook that if the employment ceases for any reason prior to the Employee accruing the equivalent amount of leave advanced, then the Employee agrees that Outlook can deduct the amount owing from the Employee's final pay;
  - (c) the amount of leave advanced to the Employee is no more than ten (10) days of annual leave.
- 24.20 If an Employee's employment ceases prior to the Employee taking their accrued annual leave entitlement, Outlook must pay to the Employee what would have been payable had the Employee taken that period of leave.

## **25. Personal/carer's leave and compassionate leave**

- 25.1 An Employee is entitled to take personal leave where the Employee:
- (a) is ill or injured;
  - (b) is required to provide care or support for members of the Employee's immediate family or household because of a person's illness or injury of the member or an unexpected emergency affecting the member; or
  - (c) is required to attend an appointment with a registered health practitioner for either themselves or a person for whom they are providing care or support in accordance with Clause 24.1(b) above.
- 25.2 An Employee is entitled to 10 days of paid personal leave per year. Untaken personal leave accumulates from year to year.
- 25.3 Personal leave will accrue progressively.
- 25.4 Taking personal leave in case of illness or injury.
- (a) If an Employee becomes sick and unfit for duty, he or she is entitled to take personal leave.
  - (b) To be entitled to paid personal leave an Employee must produce a certificate from a qualified medical or other relevant practitioner or a statutory declaration immediately on return to work other than as provided for in Clause 25.12.
- 25.5 Taking personal leave for caring responsibilities:
- (a) An Employee, other than a casual Employee, with responsibilities in relation to either members of their immediate family or members of their household who need their care and support, is entitled to use, in

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accordance with this clause, any personal leave entitlement for absences to provide care and support for such persons when they are ill or require care due to an unexpected emergency. The entitlements of casual Employees are set out in Clause 11.5.

- 25.6 If an Employee exhausts all accrued personal leave, Outlook will allow an Employee to use all or part of their annual leave entitlements or leave without pay. An employee who is facing a significant period of personal injury or illness may discuss with the employer what additional support can be provided to the employee.
- 25.7 Outlook may require the Employee to provide documentation before the Employee is entitled to paid personal leave for caring responsibilities:
- (a) Where the member of the Employee's immediate family or household is ill - a medical certificate or statutory declaration outlining the illness of the person concerned other than as provided for in Clause 25.12.
  - (b) Where the member of the Employee's immediate family or household requires care due to an unexpected emergency - documentation acceptable to Outlook stating the nature of the emergency and that such emergency resulted in the person concerned requiring care by the Employee.
  - (c) The Employee will, wherever practicable, give Outlook notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the Employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the Employee to give prior notice of absence, the Employee will notify Outlook by telephone of such absence at the first opportunity on the day of absence.
- 25.8 An Employee may elect, with the consent of Outlook, to take unpaid leave for the purpose of providing care to a family member who is ill. Outlook and Employee may agree on the period.
- 25.9 Personal leave may be taken in periods of half days or a period of less than half a day where requested by the employee.
- 25.10 Subject to Clause 25.6, where an Employee's balance of personal leave is exhausted but more personal leave is required, an Employee may apply to his or her manager for additional unpaid personal leave.
- 25.11 Where an Employee is required to attend an appointment with a registered health practitioner in accordance with Clauses 25.1 (c) and 25.5 they are encouraged to attend appointments at times that minimise disruption to the workplace.
- 25.12 Single days up to a maximum of five days in total in any one calendar year may be taken without the production of a medical certificate or statutory declaration for personal leave relating to injury, illness or caring responsibilities.

## **26. Compassionate Leave**

- 26.1 This clause has no operation while the period of entitlement to leave under it coincides with any other period of entitlement to leave.
- 26.2 An Employee is entitled to two days of paid compassionate leave for each occasion (other than a casual where the leave will be unpaid) when a member of the Employee's immediate family or household:
- (a) contracts or develops a personal illness that poses a serious threat to his or her life;
  - (b) sustains a personal injury that poses a serious threat to his or her life; or
  - (c) dies
- 26.3 An Employee may take compassionate leave on each permissible occasion if the leave is taken to spend time with the member of the Employee's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury, or after the death of the member of the Employee's immediate family or household.
- 26.4 Compassionate leave may be taken as a single continuous two-day period, or two separate periods of one day each, or any separate periods as agreed between the Employee and Outlook.
- 26.5 If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the Employee may take the compassionate leave for that occasion at any time while the illness or injury persists.
- 26.6 If requested, the Employee will provide evidence of the relevant illness, injury, or death to his or her Manager.

## **27. Long Service Leave**

- 27.1 Long service leave will accumulate at the rate of 13 weeks for every 15 years of service and pro-rata on a weekly basis thereafter. Long service leave will be available to be taken after 7 years' service on a pro-rata basis.
- 27.2 The rate of pay for periods of long service leave will be the employee's average weekly earnings for the preceding six months. Where an employee is entitled to receive a wage increase pursuant to this Agreement, their rate of pay for long service leave will increase accordingly.
- 27.3 Long service leave may only be taken by agreement between the employer and employee. The employer will not unreasonably withhold agreement.
- 27.4 In the event of the death of an employee, all accrued long service leave will be paid out to the spouse or de facto partner of the employee in full.
- 27.5 If any prescribed public holiday falls within the employee's period of long service leave on a day that employee would have ordinarily worked, an additional day will be added to the period of leave.



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- 27.6 An employee with seven years' service or more will be paid out their long service leave on cessation of employment for any reason.

## **28. Community Service Leave**

- 28.1 Defence Reserve Leave:

- (a) Leave may be granted for Defence Reserve service up to a maximum period of 26 weeks continuous service.
- (b) An Employee who is required to complete Defence Reserve service will consult with Outlook regarding the proposed timing of the service and will give Outlook as much notice as is possible of the time when the service will take place.

## **29. Blood Donor's Leave**

- 29.1 Outlook will release Employees with pay for up to four (4) occasions per year upon request to donate blood by arrangement with Outlook.

## **30. Jury Service**

- 30.1 An employee required to attend for jury service during his or her ordinary working hours shall be reimbursed by the Employer an amount equal to the difference between the amount paid in respect of his or her attendance for such jury service and the amount of ordinary salary he or she would have received in respect of the ordinary time he or she would have worked had he or she not been on jury service.
- 30.2 An employee shall notify the employer as soon as possible of the date upon which the employee is required to attend for jury service. Further the employee shall give the Employer proof of their attendance at the court, the duration of such attendance and the amount received in respect of such jury service.

## **31. Domestic / Family Violence Leave**

- 31.1 The employer recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. The employer seeks to develop a supportive workplace in which victims of family and domestic violence can come forward for help and support.
- 31.2 Definition of Family and Domestic Violence:
- (a) The definition of Family and Domestic Violence in the National Employment Standards in the Fair Work Act 2019 (Cth) is violent, threatening or other abusive behaviour by a close relative of a person, a member of a person's household, or a current or former intimate partner that seeks to

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- (i) Coerce or control the person; or
- (ii) Causes the person harm or to be fearful.

#### **31.3 General Measures**

- (a) Proof of family violence may be required and can be in the form of an agreed document issued by the Police Service, a Court, a Doctor, district nurse, maternal and health care nurse or a Family Violence Support Service or Lawyer. A signed statutory declaration can also be offered as proof.
- (b) All personal information concerning family violence will be kept confidential in line with the employer's Privacy Policy and relevant legislation.
- (c) Contact officers from within the Human Resources team will be trained in family violence and privacy issues. The names of these contact officers will be made available within the workplace.
- (d) An employee experiencing family violence may raise the issue with their immediate supervisor/manager and/or the Human Resources contact officer. The supervisor/manager may seek advice from Human Resources if the employee chooses not to see the Human Resources contact.
- (e) Where requested by an employee, the People and Culture contact will liaise with the Employee's supervisor/manager on the employee's behalf and will make a recommendation on the most appropriate form of support to provide in accordance this clause.

#### **31.4 Individual Support**

- (a) In order to provide support to an Employee experiencing family violence and to provide a safe work environment to all Employees, the Employer will approve a request from an Employee experiencing family violence for the following, providing the request is reasonable in all the circumstances:
  - (i) changes to their span of hours or pattern or hours and/or shift patterns;
  - (ii) job redesign or changes to duties within their skills and capabilities;
  - (iii) relocation to suitable employment within the workplace;
  - (iv) a change to their telephone number or email address to avoid harassing contact;
  - (v) any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.
- (b) An employee experiencing family violence will be offered a referral to the Employee Assistance Program (EAP) and/or other local resources.

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- (c) The employer will make available a pack of resource information in regard to family violence and support services available. An Employee that discloses to People and Culture or their supervisor that they are experiencing family violence will be given a resource pack of information regarding support services.

### **31.5 Leave**

- (a) The employer will provide all employees who are victims of family and domestic violence up to 10 days paid leave per annum. Casuals will be entitled to this paid leave in accordance with the NES.
- (b) An employee may take this leave if the employee is experiencing family and domestic violence and needs to do something to deal with the impact of the violence and it is impractical to do it outside of the employee's work hours. Examples of actions an employee may need to take in these circumstances is seeking medical or legal assistance, make court appearances, counselling, relocation, or to make other safety arrangements. This leave may be taken as consecutive or single days or as a fraction of a day. This leave will not be accrued from year to year.
- (c) In addition, the employer will provide flexibility for employees to use their other personal/carers leave for non-exceptional circumstances that shall not be unreasonably denied.
- (d) The employee will apply in advance for this leave wherever possible.
- (e) An employee who supports a person experiencing family violence may take carer's leave to accompany them to court, to hospital, or to mind children.

## **32. Parental Leave**

- 32.1 An Employee is entitled to parental leave in accordance with the National Employment Standards and the Paid Parental Leave Act 2010 (Cth) (or equivalent Commonwealth legislation).
- 32.2 After 12 months continuous service, an Employee (excluding a casual Employee) is entitled to 12 months unpaid parental leave in relation to the birth or adoption of a child under their care and responsibility, as follows:
- 32.3 Such unpaid parental leave will apply in relation to each birth or adoption, regardless of whether the Employee has returned to work from unpaid or paid parental leave granted in respect to a previous birth or adoption. Where an Employee becomes pregnant or adopts again while on Parental Leave, they will be entitled to request a new period of unpaid parental leave and be entitled to a new period of paid parental leave in accordance with this clause.
- 32.4 For birth-related parental leave, the leave shall commence no earlier than nine weeks prior to the expected date of birth and no later than the actual date of birth. For parental leave for members of an Employee couple who each intend to take leave and where the parental leave is not birth-related, the parental leave must start immediately after the other Employee's parental leave ends.

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32.5 Transfer to a safe job:

If in the opinion of a medical practitioner:

- (a) illness or risks arising out of the pregnancy, or
- (b) hazards connected with the work assigned to the Employee,

make it inadvisable for the Employee to continue present work, Outlook must transfer the Employee to a safe job at the same rate and conditions attached to the Employee's previous job until the commencement of maternity leave.

32.6 Right to request:

An Employee entitled to parental leave may request of Outlook:

- (a) unpaid paternity leave up to a maximum of eight (8) weeks;
- (b) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
- (c) to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the Employee in reconciling work and parental responsibilities.

Outlook shall consider the request having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse the request on reasonable grounds. The Employee's request and Outlook's decision made under this clause must be recorded in writing. Where an Employee wishes to make a request under this clause, such a request must be made as soon as possible but no less than four weeks prior to the date upon which the Employee is due to return to work from parental leave.

32.7 An eligible Employee is entitled to take unpaid maternity leave if the Employee is not fit for work because of:

- (a) birth to a stillborn child (at or after 20 weeks gestation); or
- (b) birth to a live baby who subsequently dies, during or before the period of intended leave.

The eligible Employee will be entitled to continue on paid maternity leave for an additional six weeks from the event and will then continue on unpaid parental leave. In either of these circumstances, unpaid partner leave and primary carer leave will also apply.

32.8 This clause applies to Employees who are lactating mothers. Lactation breaks will be provided as necessary to mothers on their return to work from parental leave for breastfeeding, expressing milk, or other activity necessary to the act of breastfeeding or expressing milk. Outlook shall provide access to a suitable private space with suitable facilities, such as refrigeration and a sink where practicable. Where it is not practicable to provide these facilities, discussions between managers and Employees will take place to attempt to identify reasonable alternative arrangements for the Employees lactation needs.

### **33. Wellbeing**

- 33.1 Outlook (Vic) Inc. is committed to promoting and upholding people's right to wellbeing and safety.
- 33.2 We do this by focusing on building on existing capabilities of the employee; by actively engaging employees in early intervention strategies; and by providing various internal training and health options including:-
- (a) Annual Health Checks
  - (b) Organisation purchased Fresh Fruit
  - (c) Training and Development
  - (d) Business Improvement Units
  - (e) Access to health and well-being programs

### **34. Training, Learning and Development**

- 34.1 Outlook (Vic) Inc. is committed to the ongoing development of the skills, knowledge, and experience of its employees. In addition to the Outlook (Vic) Inc training program, employees and managers will establish development plans through the annual performance appraisal process.
- 34.2 The Employer will provide its employees with the development they need to do their jobs and will offer support for career aspirations. Learning and development may take a variety of forms, such as:
- On the job development, including opportunities to gain new skills through projects or the involvement in cross-functional teams;
  - Attending internal and external training courses as agreed between the employee and manager;
  - Establishing a mentoring relationship to learn through the experience of others;
  - Attending conferences and professional workshops;
  - Any other opportunity that encourages development and also provides some benefit to the Employer.
- 34.3 Where mandatory training is required to be undertaken on-line, Outlook will provide appropriate access to computers and paid time release to complete the modules. If the modules cannot be completed within rostered work time Outlook may authorize the employee to complete the modules at home and in such cases will pay the employee for the nominated completion time of the module. Where the employee attends compulsory training other than during the course of a rostered shift, the minimum payment shall be:
- (a) the length of the training where the training is continuous with the rostered shift.

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- (b) the length of the training or two (2) hours whichever is the greater where the employee attends training at their normal work site and the training is not continuous with the rostered shift.
  - (c) Where the employee attends training at a place other than their normal work site, the length of the training or two (2) hours whichever is the greater, plus a payment per kilometre from their normal workplace to the training site.
- 34.4 Where an employee fails to complete compulsory training referred to in Clause 35.3 and including compulsory online training they may be removed from the roster without pay until such time as they do so. The employer will take all reasonable steps to assist an employee to complete the aforementioned training.

### **35. TRAINING FOR DELEGATES AND EMPLOYEE REPRESENTATIVES**

- 35.1 Union delegates or employee representatives, with approval of the union and upon application in writing to Outlook, will be granted leave to attend courses conducted by the union or a training provider nominated by the union, that are designed to provide skills and competencies that will assist the delegate or employee representative perform their functions including contributing to the prompt resolution of disputes and or grievances in the workplace. Only one delegate per site will be approved by Outlook to attend any given training session. Outlook will approve up to 3 training days per site in any calendar year.
- 35.2 The application to the employer must be in writing, include the nature, content and duration of the course to be attended, and should normally be provided with 7 days' notice of the proposed training.
- 35.3 Leave of absence granted pursuant to this clause, will count as service for all purposes of this Agreement.
- 35.4 Each employee on leave approved in accordance with this clause, will be paid all ordinary time earnings. For the purpose of this subclause "ordinary time earnings" for an employee means the classification rate, over-award payment, superannuation and shift loading, which otherwise would have been payable.
- 35.5 All reasonable expenses (such as travel, accommodation and meals) associated with or incurred by the employee attending a training course as provided in this clause will be the responsibility of the employee or the union.
- 35.6 An employee may be required to satisfy the employer of attendance at the course to qualify for payment of leave.
- 35.7 An employee granted leave pursuant to this clause will, upon request, inform the employer of the nature of the course attended and their observations on it.

### 36. Business Improvement Units (BIU)

- 36.1 Outlook (Aust) Ltd and its employees recognise that organisation operations require the highest standard of health, safety, environment and quality assurance awareness and procedures. The Employer is committed to observing in full its legal and statutory obligations in respect of these areas. The BIU's meet on a monthly basis and comprise of volunteer members on site and a representative from HR.
- 36.2 BIU members will be expected to participate in the following activities:-
- Conduct site risk assessments on a monthly basis;
  - Consult with management regarding any concerns or improvements in current OHS/Environmental/Quality Assurance practices;
  - Conduct reviews of and provide input in the development of OHS/Environmental/Quality Assurance policy and procedure.
- 36.3 All employees will be expected to participate in the following activities:-
- Maintenance of a clean and safe work environment and to take reasonable care for their own health and safety and that of their work colleagues and clients;
  - Safety and Environmental training initiatives on or off site;
  - Fire safety and evacuation procedures;
  - Compliance with first aid procedures;
  - Compliance with incident notification requirements; and
  - Safety audits.

### 37. Uniforms

The employer will provide employees with uniforms as shown in the table below:

Uniform Provision				
Item (with logo as required)	Transfer Station Staff	Gate House Staff	Shop Staff	Supervisor
Safety Vest, hi vis	1	1	1	1
Safety boots (steel plate & toe)	1	1	1	1
Blue Polo shirts				2
Shirt high visibility long sleeve	2	2	2	2
Work pants	2	2	2	2
Jumper – fleecy high visibility	1	1	1	1
Rain jacket – high vis	1			
Rain pants – hi vis	1			

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Soft shell jacket				1
Beanie	1	1	1	1
Wide brim blue hat or cap	1	1	1	1

**38. Amenities**

The employer will provide the following amenities:

- a. Boiling water
- b. Tea, coffee, mild and sugar
- c. Cool drinking water
- d. Lockers
- e. Lunchroom
- f. Toilets

**39. Disciplinary Procedure**

39.1 Where disciplinary action may be necessary due to performance or behaviour matters (including breaches of Outlook policies or procedures), the management representative shall notify the Employee of the issues in writing with sufficient clarity for the employee to understand the allegations or issues. The Employee will be given an opportunity to respond to these issues or allegations. The employee can respond in a meeting with Outlook or provide a written response. In the event that the Employee's response is unsatisfactory, a warning in writing may be issued to the employee. This warning will be recorded on the employee's personnel file.

39.2 If the problem or the issue continues, the Employee will again be notified in writing of the matter and a response requested from the Employee. If appropriate, a further or final warning in writing will be given to the Employee and recorded on the Employee's personnel file.

39.3 Where a final written warning is issued to the Employee, it will include a reference to termination of employment if there is no improvement in performance or behaviour.

39.4 Summary dismissal of an Employee may still occur for acts of 'serious misconduct' (as defined in the Fair Work Act 2009). Where an allegation of 'serious misconduct' is proven and the Employer, having considered all the circumstances does not wish to terminate the Employee's employment, a final warning will be issued under Clauses 1.3.

39.5 During all steps in the Disciplinary Procedure, the Employee has the right to representation of their choice, including the AWU. The Employer may be represented by the representative of their choice.

39.6 Records relating to disciplinary procedures will be disregarded where a continuous period of 12 months elapses without further warning/s. Records relating to disciplinary procedures will be removed from the personnel file after a period of two (2) years where no further warning/s arise.

39.7 No employee can be suspended without pay except in circumstances where the employee is not able to fulfil the inherent requirements of the role. Suspension on full



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pay will only occur with respect to serious matters which warrant the employee not being present in the workplace or is a risk in the workplace while the investigation and/or disciplinary process is being finalised.

### Schedule A- Classifications

Classification	Descriptors
Customer Service	
Level 1	1. Employees at this level perform introductory tasks and are in the early stages of their role. They have limited to no prior experience and work under close supervision. Their responsibilities involve basic routine duties, and they exercise minimal judgment. <a href="#">After 3 months service, employees will move to level 2.</a>
Level 2	2. Employees at this level have successfully completed Level 1 requirements and can perform basic tasks according to defined procedures while still working under direct supervision. They demonstrate an understanding of basic quality control/assurance procedures and can identify basic quality deviations or faults.
Level 3	3. Employees at this level will perform work above the skill of an employee at Level 2 and to their level of training. Such employees will perform more complex tasks than at Level 2 in accordance with defined procedures under routine supervision and will undertake duties as directed within the limits of their competence, skills and training.  3.1. An employee at this level:

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Classification	Descriptors
	<p>3.1.1. Works under routine supervision either individually or as part of a team environment</p> <p>3.1.2. Understands all relevant policies and procedures and can recognise and fix problems and faults</p> <p>3.1.3. Competently prepares and maintains records in accordance with appropriate procedures and / or regulations</p> <p>3.1.4. Exercises discretion and judgement within their level of skills and training</p> <p>3.1.5. Possesses basic interpersonal and communication skills</p> <p>3.2. Indicative of the tasks that may be required at this level are:</p> <p>3.2.1. Processing customer transactions including the selling of goods or services and / or recording a sale or sales by any means</p> <p>3.2.2. Greeting and assisting customers with enquiries relevant to their work or service area</p> <p>3.2.3. Displaying, filling shelves, replenishing or any other method of exposing or presenting goods for sale</p> <p>3.2.4. Performs spotter duties for an equipment driver</p> <p>3.2.5. Receiving goods or services, storing and packing of goods and preparation of appropriate documentation</p> <p>3.2.6. Receiving and assisting with customer loads or drop offs</p> <p>3.2.7. Sorting, counting or other processing of goods by any means</p> <p>3.2.8. Assembly / disassembly work</p> <p>3.2.9. General site housekeeping and upkeep</p> <p>3.2.10. Clerical or routine administrative duties</p> <p>3.2.11. Work on automatic, semi-automatic, single purpose machines or equipment (i.e. hand trolleys, pallet jacks, press machines, counting machines)</p> <p>3.2.12. Driving a vehicle (regular licence) to collect, deliver or otherwise transport goods or materials</p> <p>3.2.13. May operate material handling equipment in an occasional capacity incidental to their overall tasks and functions.</p> <p>3.3. Indicative job titles that are usually within the definition of this level include:</p> <p>3.3.1. Shop Assistant</p> <p>3.3.2. Cashier or Check Out Operator</p> <p>3.3.3. Gatehouse Operator (no weighbridge)</p> <p>3.3.4. Transfer Deck attendant</p> <p>3.3.5. CDS Operator</p> <p>3.3.6. Store worker</p> <p>3.3.7. Driver</p> <p>3.3.8. Assembler</p>
Level 4	<p>4. Employees at this level will perform work above the skill of an employee at Level 3 and below and to their level of training. Such employees will hold a trade certificate or an equivalent qualification or an equivalent level of training and experience. Employees at this level will perform work primarily involving the skills of their trade and may also perform work that is incidental to that work.</p> <p>4.1. An employee at this level</p> <p>4.1.1. Works under routine supervision either individually or as part of a team environment</p>

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Classification	Descriptors
	<p>4.1.2. Understands all policies and procedures and can recognise and fix problems and faults</p> <p>4.1.3. Competently prepares and maintains records in accordance with appropriate procedures and / or regulations</p> <p>4.1.4. Exercises discretion and judgement within their level of skills and training</p> <p>4.1.5. Possesses basic interpersonal and communication skills</p> <p>4.1.6. Is licensed and required to operate specified materials handling equipment</p> <p>4.2. Indicative of the tasks that may be required at this level are:</p> <p>4.2.1. Transfer of materials, storage containers or similar equipment or receptacles</p> <p>4.2.2. Loading, unloading, placement and storing of goods or materials requiring the use of a forklift or similar equipment requiring a licence</p> <p>4.2.3. Inputting, retrieving and updating records on a computer terminal or other record keeping system</p> <p>4.3. Indicative job titles that are usually within the definition of this level include:</p> <p>4.3.1. Forklift Operator</p>
Level 5	<p>5. Employees at this level will perform work above the skill of an employee at Level 4 and below and to their level of training. Such employees will hold a qualification at or equivalent to AQF II or above or an equivalent level of training and experience.</p> <p>5.1. An employee at this level:</p> <p>5.1.1. Works independently from complex instructions and procedures either individually or as part of a team environment</p> <p>5.1.2. Is responsible for the quality of their own work with minimal supervision</p> <p>5.1.3. Coordinates work in a team environment and assists in the provision of on-the-job training for other employees</p> <p>5.1.4. Understands all policies and procedures and can recognise and fix problems and faults</p> <p>5.1.5. Prepares and maintains records in accordance with appropriate procedures and / or regulations</p> <p>5.1.6. Exercises a high level of discretion and judgement within their level of skills and training</p> <p>5.1.7. Possesses an advanced level of interpersonal and communication skills</p> <p>5.1.8. Demonstrates highly competent skills in the operation of relevant computer systems</p> <p>5.2. Indicative of the tasks that may be required at this level are:</p> <p>5.2.1. Operation of a weighbridge; or</p> <p>5.2.2. Reviewing and processing of purchase refunds within their delegated authority; or</p> <p>5.2.3. Providing supervisory assistance to a nominated shift supervisor or higher; or</p> <p>5.2.4. Opening or closing their store or work area; or</p>

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Classification	Descriptors
	<p>5.2.5. Reconciling tills, cash balances, transaction records or other end of day / shift records; or</p> <p>5.2.6. Securing cash; or</p> <p>5.2.7. Performs and undertakes quality control functions;</p> <p>5.2.8. Preparation of stock orders; or</p> <p>5.2.9. Assisting customers with enquiries and managing disputes appropriate to their level of training.</p> <p>5.3. Indicative job titles that are usually within the definition of this level include:</p> <p>5.3.1. Gatehouse Operator (weighbridge)</p> <p>5.3.2. Senior Shop Assistant</p>
Level 6	<p>6. Employees at this level will perform work above the skill of an employee at Level 5 and below and to their level of training. Such employees will hold a qualification at or equivalent to AQF IV or above or an equivalent level of training and experience.</p> <p>Employees at this level will be responsible for the quality of all customer service operations of a workplace / site with <u>up to</u> 10 customer service employees for the duration of a shift and discharge that responsibility with adequate skill and competence.</p> <p>6.1. An employee at this level:</p> <p>6.1.1. Completes and understands all functions, tasks, responsibilities and requirements of all Customer Service functions operating in the workplace</p> <p>6.1.2. Advanced operator of all plant, equipment and systems required in the execution of all customer service operations in the workplace</p> <p>6.1.3. Understands all policies and procedures and ensures they are implemented and followed by all employees</p> <p>6.1.4. Assists and supports all staff to competently and adequately understand and complete their tasks and responsibilities</p> <p>6.1.5. Ability to provide direction and guidance to employees including the provision of on-the-job training and induction</p> <p>6.1.6. Reviews and ensures records have been processed and maintained in accordance with appropriate procedures and / or regulations</p> <p>6.1.7. Understands, applies and ensures compliance with quality control techniques</p> <p>6.1.8. Review and preparation of stock orders, service orders or purchase orders including approval within their nominated delegation</p> <p>6.1.9. Liaises with management, suppliers and customers with respect to workplace operations</p> <p>6.1.10. Ensures and reviews compliance with equipment maintenance and care instructions</p> <p>6.1.11. Possesses an advanced level of interpersonal and communication skills</p> <p>6.1.12. Can assess the ability of an employee with a disability to carry out specific work tasks and can design, develop and provide individual instruction or training for an employee with a disability</p>

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Classification	Descriptors
	<p>6.1.13. Is fully competent in their work, requires general supervision and little direct guidance in the performance thereof, exercises substantial judgment, discretion and independent initiative with a requisite knowledge of their specific field and of the employer's business</p> <p>6.1.14. Completes and submits reports, records and administrative tasks relative to their role</p> <p>6.2. Indicative job titles that are usually within the definition of a Customer Service Level 6 are:</p> <p>6.2.1. Customer Service Shift Supervisor</p>
Level 7	<p>7. Employees at this level will perform work at or above the skill of an employee at Level 6.</p> <p>Employees at this level will be responsible for the quality of all customer service operations of a workplace / site with <u>greater than</u> 10 customer service employees for the duration of a shift and discharge that responsibility with adequate skill and competence.</p> <p>7.1. Indicative job titles that are usually within the definition of this level are:</p> <p>7.1.1. Senior Customer Service Shift Supervisor</p>
<b>Operators</b>	
Level 1	<p>1. Employees at this level will have minimal experience in the organisation's operations and perform tasks in accordance with defined procedures under direct instruction and supervision.</p> <p>Such employees must undertake duties as directed within the limits of their competence, skills and training. Employees will understand and undertake basic quality control/assurance procedures including the ability to recognise basic quality deviations/faults.</p> <p>1.1. An employee at this level:</p> <p>1.1.1. Is under instruction or training to operate or drive a vehicle up to and including 14 tonnes GVM</p> <p>1.2. Indicative job titles that are usually within the definition of an Operator Level 1 include:</p> <p>1.2.1. Machine Operator Trainee – Level 1</p>
Level 2	<p>2. Employees at this level will have minimal experience in the organisation's operations and perform tasks in accordance with defined procedures under direct instruction and supervision.</p> <p>Such employees must undertake duties as directed within the limits of their competence, skills and training. Employees will understand and undertake basic quality control/assurance procedures including the ability to recognise basic quality deviations/faults.</p> <p>2.1. An employee at this level:</p>

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Classification	Descriptors
	<p>2.1.1. Trainee driver of vehicle exceeding 14 tonnes GVM</p> <p>2.2. Indicative job titles that are usually within the definition of an Operator Level 3 include:</p> <p>2.2.1. Machine Operator Trainee – Level 2</p>
Level 3	<p>3. Employees at this level will perform work above the skill of an employee at Level 2 and to their level of training. Such employees will perform a more complex task or tasks than at Level 2 in accordance with defined procedures under routine supervision.</p> <p>3.1. An employee at this level:</p> <p>3.1.1. Works under routine supervision either individually or as part of a team environment</p> <p>3.1.2. Understands all policies and procedures and can recognise and fix problems and faults</p> <p>3.1.3. Competently prepares and maintains records in accordance with appropriate procedures and / or regulations</p> <p>3.1.4. Exercises discretion and judgement within their level of skills and training</p> <p>3.1.5. Possesses basic interpersonal and communication skills</p> <p>3.1.6. Is licensed and required to drive or operate a vehicle up to and including 4.5 tonnes GVM</p> <p>3.1.7. Is competent in the identification and handling of hazardous goods and recyclable materials</p> <p>3.1.8. Understands and applies compliance with quality control techniques</p> <p>3.1.9. Is responsible for ensuring the quality of their own work</p> <p>3.2. Indicative job titles that are usually within the definition of this level are:</p> <p>3.2.1. Machine Operator</p> <p>3.2.2. Excavator Operator</p>
Level 4	<p>4. Employees at this level will perform work above the skill of an employee at Level 3 and to their level of training. Such employees will perform a more complex task or tasks than at Level 2 in accordance with defined procedures under routine supervision.</p> <p>4.1. An employee at this level:</p> <p>4.1.1. Works under routine supervision either individually or as part of a team environment</p> <p>4.1.2. Understands all policies and procedures and can recognise and fix problems and faults</p> <p>4.1.3. Competently prepares and maintains records in accordance with appropriate procedures and / or regulations</p> <p>4.1.4. Exercises discretion and judgement within their level of skills and training</p> <p>4.1.5. Possesses basic interpersonal and communication skills</p> <p>4.1.6. Is licensed and required to drive or operate a vehicle exceeding 4.5 tonnes GVM and up to and including 14 tonnes GVM</p> <p>4.1.7. Is competent in the identification and handling of hazardous goods and recyclable materials</p> <p>4.1.8. Understands and applies quality control techniques</p>

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Classification	Descriptors
	<p>4.1.9. Assists in the provision of on-the-job training for other employees;</p> <p>4.1.10. Is responsible for ensuring the quality of their own work</p> <p>4.2. Indicative job titles that are usually within the definition of this level are:</p> <p>4.2.1. Machine Operator 4.2.2. Excavator Operator 4.2.3. Loader Operator</p>
Level 5	<p>5. Employees at this level will perform work above the skill of an employee at Level 4 and below and to their level of training. Such employees will hold a qualification at or equivalent to AQF II or above or an equivalent level of training and experience.</p> <p>5.1. Employees at this level will:</p> <p>5.1.1. Works under routine supervision either individually or as part of a team environment 5.1.2. Works from complex instructions and procedures; 5.1.3. Understands all policies and procedures and can recognise and fix problems and faults 5.1.4. Exercises discretion and judgement within their level of skills and training 5.1.5. Possesses basic interpersonal and communication skills 5.1.6. Is licensed and required to drive or operate a vehicle exceeding 14 tonnes GVM and up to and including 30 tonnes GVM 5.1.7. Is competent in the identification and handling of hazardous goods and recyclable materials 5.1.8. Understands and applies quality control techniques 5.1.9. Assists in the provision of on-the-job training for other employees;</p> <p>5.1.10. Is responsible for ensuring the quality of their own work</p> <p>5.2. Indicative job titles that are usually within the definition of this level are:</p> <p>5.2.1. Machine Operator 5.2.2. Excavator Operator 5.2.3. Loader Operator</p>
Level 6	<p>6. Employees at this level will perform work above the skill of an employee at Level 5 and below and to their level of training. Such employees will hold a qualification at or equivalent to AQF II or above or an equivalent level of training and experience.</p> <p>6.1. Employees at this level will:</p> <p>6.1.1. Works under routine supervision either individually or as part of a team environment 6.1.2. Works from complex instructions and procedures; 6.1.3. Understands all policies and procedures and can recognise and fix problems and faults</p>

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Classification	Descriptors
	<p>6.1.4. Exercises discretion and judgement within their level of skills and training</p> <p>6.1.5. Possesses basic interpersonal and communication skills</p> <p>6.1.6. Is licensed and required to drive or operate a vehicle exceeding 30 tonnes GVM</p> <p>6.1.7. Is competent in the identification and handling of hazardous goods and recyclable materials</p> <p>6.1.8. Assists in the provision of on-the-job training for other employees;</p> <p>6.1.9. Understands and applies quality control techniques</p> <p>6.1.10. Is responsible for ensuring the quality of their own work</p> <p>6.2. Indicative job titles that are usually within the definition of this level are:</p> <p>6.2.1. Machine Operator</p> <p>6.2.2. Excavator Operator</p> <p>6.2.3. Loader Operator</p>
Level 7	<p>7. Employees at this level will perform work above the skill of an employee at Level 6 and below and to their level of training. Such employees will hold a qualification at or equivalent to AQF IV or above or an equivalent level of training and experience.</p> <p>Employees at this level will be responsible for the quality of all Operator classification operations of a workplace with <u>up to</u> 10 Operator employees for the duration of a shift and discharge that responsibility with adequate skill and competence.</p> <p>7.1. An employee at this level:</p> <p>7.1.1. Completes and understands all functions, tasks, responsibilities and requirements of all Operator functions operating in the workplace</p> <p>7.1.2. Is licenced to operate all plant, equipment and systems required in the execution of all Operator operations in the workplace</p> <p>7.1.3. Understands all policies and procedures and ensures they are implemented and followed by all employees</p> <p>7.1.4. Assists and supports all staff to competently and adequately understand and complete their tasks and responsibilities</p> <p>7.1.5. Ability to provide direction and guidance to employees including the provision of on-the-job training and induction</p> <p>7.1.6. Reviews and ensures records have been processed and maintained in accordance with appropriate procedures and / or regulations</p> <p>7.1.7. Ensures and reviews compliance with equipment maintenance and care instructions</p> <p>7.1.8. Able to inspect products and/or materials for conformity with established operation service standards and regulatory requirements</p> <p>7.1.9. Review and preparation of stock orders, service orders or purchase orders including approval within their nominated delegation</p> <p>7.1.10. Understands, applies and ensures compliance with quality control techniques</p> <p>7.1.11. Liaises with management, suppliers and customers with respect to workplace operations</p>



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Classification	Descriptors
	<p>7.1.12. Possesses an advanced level of interpersonal and communication skills</p> <p>7.1.13. Can assess the ability of an employee with a disability to carry out specific work tasks and can design, develop and provide individual instruction or training for an employee with a disability</p> <p>7.1.14. Is fully competent in their work, requires general supervision and little direct guidance in the performance thereof, exercises substantial judgment, discretion and independent initiative with a requisite knowledge of their specific field and of the employer's business</p> <p>7.1.15. Completes and submits reports, records and administrative tasks relative to their role</p> <p>7.2. Indicative job titles that are usually within the definition of this level are:</p> <p>7.2.1. Operations Shift Supervisor</p>
Level 8	<p>8. Employees at this level will perform work at or above the skill of an employee at Level 7.</p> <p>Employees at this level will be responsible for the quality of all customer service operations of a workplace / site with <u>greater than</u> 10 customer service employees for the duration of a shift and discharge that responsibility with adequate skill and competence.</p> <p>8.1. Indicative job titles that are usually within the definition of this level are:</p> <p>8.1.1. Senior Operations Shift Supervisor</p>
Administration	
Level 1	<p>1. Employees at this level will perform work at or above the skill of an employee at level 8.</p> <p>Employees at this level will be responsible for overall site operations.</p> <p>1.1 Indicative job titles that are usually within this definition of this level are:</p> <p>1.1.1 Contract Supervisor/Site Supervisor</p>

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**Schedule B—Wage Rates and Allowances**

Classification	Level	Typical Roles include	Current Level in 2017 Agreement	Current Wage Rates	Hourly Rate		
					From first full pay period on or after 01/10/2023	From first full pay period on or after 01/10/2024 <small>(3% wage increase)</small>	From first full pay period on or after 01/10/2025 <small>(3% wage increase)</small>
Customer Service	Level 1	Customer Service Trainee	1	\$22.72	\$22.81	\$23.49	\$24.19
Customer Service	Level 2	Any Level 3 role performed under direct supervision	N/A	N/A	\$23.43	\$24.13	\$24.85
Customer Service	Level 3	Shop Assistant, Cashier, Gatehouse Operator (no weighbridge), Transfer Deck attendant*, CDS Operator, Store worker	2	\$23.35	\$25.00	\$25.75	\$26.52
Customer Service	Level 4	Forklift Operator*	3	\$24.20	\$25.38	\$26.14	\$26.92
Customer Service	Level 5	Gatehouse Operator (weighbridge), Senior Shop Assistant	3	\$24.20	\$25.76	\$26.53	\$27.33
Customer Service	Level 6	Shift Supervisor	4	\$24.99	\$26.18	\$26.97	\$27.78
Customer Service	Level 7	Senior Shift Supervisor		N/A	\$27.12	\$27.93	\$28.77
Operators	Level 1	Machine operator trainee - Level 1*			\$25.00	\$25.75	\$26.52
Operators	Level 2	Machine operator trainee - Level 2*			\$25.88	\$26.66	\$27.46

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Classification	Level	Typical Roles include	Current Level in 2017 Agreement	Current Wage Rates	Hourly Rate		
					From first full pay period on or after 01/10/2023	From first full pay period on or after 01/10/2024 (3% wage increase)	From first full pay period on or after 01/10/2025 (3% wage increase)
Operators	Level 3	Machine operator - Level 1*	3	\$24.20	\$26.04	\$26.82	\$27.62
Operators	Level 4	Machine operator - Level 2*	4	\$24.99	\$26.43	\$27.22	\$28.04
Operators	Level 5	Machine operator - Level 3*	5	\$26.31	\$27.13	\$27.94	\$28.78
Operators	Level 6	Machine operator - Level 4*		N/A	\$27.67	\$28.50	\$29.36
Operators	Level 7	Shift Supervisor*	6	\$28.71	\$29.18	\$30.06	\$30.96
Operators	Level 8	Senior Shift Supervisor*		N/A	\$30.10	\$31.00	\$31.93
Administration	Level 1	Contract Supervisor	7	\$29.89	\$32.00	\$32.96	

Type of Allowance	Current Allowance Rate	From first full pay period on or after 01/10/2023	From first full pay period on or after 01/10/2024	From first full pay period on or after 01/10/2025
Outdoor	N/A	\$1.04 per hour	\$1.07 per hour	\$1.10 per hour
First Aid	\$0.53 per hour	\$0.53 per hour	\$0.55 per hour	\$0.56 per hour
Meal	\$10.55 per occasion	\$12.85 per occasion	As per formula in agreement	As per formula in agreement
Leading Hand	Depends on Number of employees	\$0.50 per hour	\$0.52 per hour	\$0.53 per hour
Travel	\$0.78 per km	\$0.95 per km	As per formula in agreement	As per formula in agreement

## Schedule C- Supported Wage System

**C.1** This schedule defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this agreement.

**C.2** In this schedule:

**approved assessor** means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system

**assessment instrument** means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system

**disability support pension** means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the Social Security Act 1991, as amended from time to time, or any successor to that scheme

**relevant minimum wage** means the minimum wage prescribed in this award for the class of work for which an employee is engaged

**supported wage system** means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the following website: [www.jobaccess.gov.au](http://www.jobaccess.gov.au)

**SWS wage assessment agreement** means the document in the form required by the Department of Education, Employment and Workplace Relations that records the employee's productive capacity and agreed wage rate

**C.3** Eligibility criteria

**C.3.1** Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this award, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.

**C.3.2** This schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this award relating to the rehabilitation of employees who are injured in the course of their employment.

**C.4 Supported wage rates**

**C.4.1** Employees to whom this schedule applies will be paid the applicable percentage of the relevant minimum wage according to the following schedule:

<b>Assessed capacity(Clause B.5)</b>	<b>Relevant minimum wage</b>
<b>%</b>	<b>%</b>
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

**C.4.2** Provided that the minimum amount payable must be not less than \$84 per week.

**C.4.3** Where an employee's assessed capacity is 10%, they must receive a high degree of assistance and support.

**C.5 Assessment of capacity**

**C.5.1** For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the employer and employee and, if the employee so desires, a union which the employee is eligible to join.

**C.5.2** All assessments made under this schedule must be documented in an SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the Act.

**C.6 Lodgement of SWS wage assessment agreement**

**C.6.1** All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by the employer with Fair Work Australia.

**C.6.2** All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in the award is not a party to the assessment, the assessment will be referred by Fair Work Australia to the union by certified mail and the agreement will take effect unless an objection is notified to Fair Work Australia within 10 working days.

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#### **C.7 Review of assessment**

The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the supported wage system.

#### **C.8 Other terms and conditions of employment**

Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Employees covered by the provisions of this schedule will be entitled to the same terms and conditions of employment as other workers covered by this award on a pro rata basis.

#### **C.9 Workplace adjustment**

An employer wishing to employ a person under the provisions of this schedule must take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

#### **C.10 Trial period**

**C.10.1** In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

**C.10.2** During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.

**C.10.3** The minimum amount payable to the employee during the trial period must be no less than \$84 per week.


**C.10.4** Work trials should include induction or training as appropriate to the job being trialled.

**C.10.5** Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under Clause B.5.

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**Signatures**

**Signed for and on behalf of Outlook (Australia) Ltd by its authorised officer:**

**Signature:** 

**Date:** 5 December 2023

**Position:** CEO

**Employer Address:** 24 Toomuc Valley Road PAKENHAM 3810

**Witness Signature:** 

**Name of Witness:** CLAIRE TAMPLIN

**Witness Address:** c/o 24 Toomuc Valley Road PAKENHAM 3810

**Signed for and on behalf of the Australian Workers Union by its authorised officer:**

**Signature :** .....

**Date:** .....

**Position:** .....

**Union Address:** .....

**Witness Signature:**.....

**Name of Witness:**.....

**Witness Address:** .....