

# **Ventia WA Defence Land Management & Range Enterprise Agreement 2023**

## ARRANGEMENT

1.	TITLE.....	1
2.	TERM OF AGREEMENT.....	1
3.	DEFINITIONS .....	1
4.	AREA, INCIDENCE AND PARTIES BOUND .....	1
5.	RELATIONSHIP TO AWARDS, AGREEMENTS AND NATIONAL EMPLOYMENT STANDARDS .....	2
6.	NO EXTRA CLAIMS .....	2
7.	OBJECTIVES OF THE AGREEMENT.....	2
8.	DISPUTE PROCEDURE .....	2
9.	CONTRACT OF EMPLOYMENT .....	3
9.1.	Obligations of employees.....	3
9.2.	Professional development.....	4
9.3.	Full Time employment.....	4
9.4.	Part-time employment.....	5
9.5.	Casual employment.....	5
10.	CLASSIFICATIONS & RATES OF PAY.....	5
10.1.	Classifications .....	5
10.2.	Increases to rates of pay and allowances .....	5
10.3.	Rates of pay .....	5
10.4.	Juniors .....	6
10.5.	Apprentices .....	6
11.	PAYMENT OF EARNINGS.....	7
12.	SUPERANNUATION .....	7
13.	HIGHER DUTIES ALLOWANCE .....	7
14.	RANGE SUPERVISOR ALLOWANCE .....	7
15.	AIRFIELD ALLOWANCE .....	8
16.	ORDINARY HOURS OF WORK.....	8
17.	MEAL BREAKS AND REST PERIODS .....	8
17.1.	Meal Breaks.....	8

17.2.	Rest Periods.....	9
18.	OVERTIME.....	9
18.1.	Requirement to work reasonable overtime.....	9
19.	DEPLOYMENT.....	9
20.	RANGE RELIEF CARETAKING .....	10
21.	CALLOUTS .....	10
22.	MEAL ALLOWANCE .....	10
23.	ON CALL DUTY ALLOWANCE.....	11
24.	NIGHTSHIFT ALLOWANCE.....	11
25.	FIRST AID ALLOWANCE.....	11
26.	HYGIENE ALLOWANCE .....	11
27.	FIRST RESPONSE FIREFIGHTING ACTIVITIES.....	12
28.	ANNUAL LEAVE .....	12
28.1.	Entitlement to annual leave.....	12
28.2.	Additional entitlement for continuous shift workers .....	12
28.3.	Payment for period of annual leave.....	12
28.4.	Requirement to take annual leave.....	12
28.5.	Annual close down .....	13
28.6.	Cashing out of annual leave .....	13
29.	PERSONAL/CARER'S LEAVE.....	13
29.1.	Entitlement to paid personal/carer's leave .....	13
29.2.	Evidence requirements .....	14
29.3.	Payment for paid personal/carer's leave .....	15
29.4.	Entitlement to unpaid carer's leave.....	15
30.	COMPASSIONATE LEAVE .....	15
31.	LONG SERVICE LEAVE .....	15
32.	PARENTAL LEAVE .....	16
33.	COMMUNITY SERVICES LEAVE .....	16
34.	PUBLIC HOLIDAYS .....	16
35.	TERMINATION OF EMPLOYMENT.....	16
35.1.	Notice of termination by employer.....	16

35.2.	Notice of termination by employee .....	17
35.3.	Absence from duty .....	17
36.	REDUNDANCY .....	18
36.1.	Definition .....	18
36.2.	Discussions before termination .....	18
36.3.	Transfer to lower paid duties .....	18
36.4.	Severance pay.....	18
36.5.	Time off during notice period .....	19
36.6.	Employees exempted .....	19
37.	CONSULTATION .....	20
38.	INDIVIDUAL FLEXIBILITY ARRANGEMENT .....	21
39.	UNIFORMS .....	22
40.	COMPANY VEHICLES.....	22
41.	SIGNATORIES .....	24
	SCHEDULE 1 – CLASSIFICATION DEFINITIONS GROUNDS .....	18
	SCHEDULE 2 – CLASSIFICATION DEFINITIONS RANGES .....	19

## 1. TITLE

This Agreement will be referred to as the *Ventia (Australia) Pty Limited Land Management & Range WA Enterprise Agreement 2023*.

## 2. TERM OF AGREEMENT

This Agreement shall come into operation seven (7) days after its approval by the Fair Work Commission and shall have a nominal expiry date of 30 June 2026. On expiry, the Agreement will continue to operate after this date until terminated or replaced.

The Parties agree to commence negotiations at least three months prior to the nominal expiry date of this Agreement for a replacement agreement.

## 3. DEFINITIONS

**Agreement** means this Enterprise Agreement.

**Employee's immediate family** means a employee's spouse (including a former spouse, de facto partner or former de facto partner, where "de facto partner" means a person who, although not legally married to the Employee, lives with the Employee in a relationship as a couple on a genuine domestic basis, whether or not of the same sex or different sexes), a child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the Employee; or a child, parent, grandparent, grandchild or sibling of the Employee's spouse or de facto partner".

**Employer** means Ventia (Australia) Pty Limited.

**FW Act** means the *Fair Work Act 2009* (Cth).

**IFA** means an Individual Flexibility Arrangement.

**NES** means the National Employment Standards as contained in part 2.2 of the *Fair Work Act 2009*.

**Relevant employees** mean the employees who may be affected by the major change.

**Continuous Shift worker** means an employee who in the ordinary course of his or her duties is required to work shifts on a continuous roster 24 hours a day over seven days per week, including regularly working ordinary rostered hours on Sunday and public holidays.

**Significant effects** includes termination of employment, major changes in the composition, operation or size of the workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs.

## 4. AREA, INCIDENCE AND PARTIES BOUND

This enterprise agreement shall cover in its terms:

- Ventia(Australia) Pty Limited; and

- Employees of the Company engaged in any of the classifications specified in this Agreement to provide grounds services or ranges operations under the Employer's Base Services Contract, in Western Australia.

## 5. RELATIONSHIP TO AWARDS, AGREEMENTS AND NATIONAL EMPLOYMENT STANDARDS

This Agreement prevails over all Awards and Agreements in their entirety. Despite anything else in this Agreement, where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES will apply to the extent of the inconsistency.

## 6. NO EXTRA CLAIMS

During the term of this Agreement, any party will not make any extra claims for any changes in remuneration or conditions of employment. The parties to this Agreement agree that this Agreement is comprehensive and is intended to be exhaustive of the terms and conditions of the employment relationship between the employer and its' employees.

Subject to this clause, the employees (including an employee agent that is a signatory) and associations undertake that for the term of this Agreement, they will not pursue any further or other claims within the parameters of this Agreement.

## 7. OBJECTIVES OF THE AGREEMENT

The objectives for this Agreement are to facilitate:

- (a) responsive and reliable delivery of services to meet the needs of the employer's clients and customers;
- (b) total flexibility in work practices;
- (c) maintenance of a safe and healthy work environment;
- (d) continuous improvements in efficiency, quality and safety in all aspects of work;
- (e) mutual trust, co-operation and open communication; and
- (f) commitment to fostering a work culture that is commensurate to the goals of the employer and those of its clients.

## 8. DISPUTE PROCEDURE

8.1. In the event of a dispute in relation to:

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

this clause sets out procedures to be followed to settle the dispute.

8.2. An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause.

- 8.3. In the first instance, the parties must try to resolve the dispute at the workplace by discussions between the employee or employees and the relevant supervisor.
- 8.4. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.
- 8.5. If discussions at the workplace do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission.
- 8.6. The Fair Work Commission may deal with the dispute in 2 stages:
  - (a) The Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
  - (b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
    - (i) arbitrate the dispute; and
    - (ii) make a determination that is binding on the parties.
- 8.7. While the parties are trying to resolve the dispute using the procedures in this clause:
  - (a) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
  - (b) an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
    - (i) the work is not safe; or
    - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
    - (iii) the work is not appropriate for the employee to perform; or
    - (iv) there are other reasonable grounds for the employee to refuse to comply with the direction.
- 8.8. The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this clause, notwithstanding that a party may appeal a decision.

## 9. CONTRACT OF EMPLOYMENT

### 9.1. Obligations of employees

- 9.1.1. It is a term and condition of employment and of the obligation and rights occurring under this Agreement that an employee shall:
  - (a) Perform such work and at any location, as the employer shall, from time to time, reasonably require, provided such employees have been trained to the level of

skill and competence required to perform such duties and have been evaluated to have the appropriate skills and competence, and provided that an employee cannot be required to work at another location which is significantly further away from their normal place of work without their agreement (this does not include deployments).

- (b) Properly use all appropriate protective clothing and equipment provided for specified circumstances;
- (c) Use any technology and perform any duties associated with grounds services operations and range operations, which are within the limits of the employee's skill, competence and training, that can safely and legally be performed;
- (d) Comply with the employer's direction to carry out work required for the safety of personnel and plant (including when required, the continued operation of plant);
- (e) Comply with the employer's direction to keep the work place and equipment in a clean and safe condition;
- (f) Accept changed work practices and methods and agreements on such matters that are designed to improve performance, provided agreed consultative processes are followed; and
- (g) Comply with the Dispute Procedure provided for in this Agreement.

9.1.2. An employee, to become entitled to payment of the fortnightly wage prescribed by this agreement, shall be available, ready and willing to perform such work as the employer shall, from time to time, require on the days and during the hours usually worked by the employee but any employee so available, ready and willing to work for the whole week and not justifiably dismissed shall be entitled to a full week's wage.

9.1.3. As employees are engaged to work on Defence Force property employment is subject to obtaining and maintaining the appropriate clearances to access the work location.

## 9.2. Professional development

Ventia is committed to the professional development of its employees.

## 9.3. Full Time employment

9.3.1. Except as hereinafter provided, an employee shall be deemed to be employed by the week, unless specifically engaged as a casual employee.

9.3.2. Employment, for other than a casual employee, shall be on the basis of an initial three (3) month probationary period during which time either party may notify its intention to withdraw from the contract of employment.

9.3.3. A contract of employment under this Agreement may be terminated in accordance with clause 35, but this shall not affect the employer's right to dismiss an employee without notice for serious misconduct that justifies instant dismissal.



## 9.4. Part-time employment

- 9.4.1. A part-time employee is an employee who works less than the full-time hours of 38 per week.
- 9.4.2. Part-time employees receive, on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.

## 9.5. Casual employment

- 9.5.1. A casual employee has the meaning given by the Fair Work Act.
- 9.5.2. A casual employee working ordinary time shall be paid an hourly rate calculated at 1/38th of the appropriate weekly rate plus a casual loading of 25 per cent. The casual loading is paid as compensation for benefits such as paid leave, notice of termination, redundancy benefits and the other entitlements of full-time or part-time employment.
- 9.5.3. On each occasion a casual employee is required to attend work they are entitled to a minimum payment for two (2) hours' work.

## 10. CLASSIFICATIONS & RATES OF PAY

### 10.1. Classifications

- 10.1.1. Employees will be classified according to the definitions of the classification levels contained in Schedule 1 and 2 and paid in accordance with the rates outlined below.
- 10.1.2. Employees will have a reasonable opportunity of progressing to a higher skill level. Advancement to a higher level will only result from promotion by the employer and a contract requirement for skills within the levels specified.

### 10.2. Increases to rates of pay and allowances

The rates of pay and allowances in this Agreement will increase from the first full pay period commencing on or after:

- 1. 1 July 2023, by WPI;
- 2. 1 July 2024, by WPI; and
- 3. 1 July 2025, by WPI.

WPI means the annual change figure in the Australian Bureau of Statistics, Wage Price Index, Trend (a), March Qtr to March Qtr in the respective year.

### 10.3. Rates of pay

Employees covered by this agreement will be paid the following rates per week. The rates take into account all factors associated with the work (i.e. inclusive of allowances) and will be for all purposes (i.e. annual leave, personal/carer's leave, long service leave, public holidays, etc.). For the avoidance of doubt, the rates exclude provision for annual leave loading.

Classification	Current Rate	From the first full pay period on or after 1 July 2023
Ground Services Employee Leading Hand	1,178.70	1,221.13
Ground Services Employee Level 3	1,122.56	1,162.97
Ground Services Employee Level 2	1,059.07	1,097.20
Ground Services Employee Level 1	985.02	1,020.48
Range Operator Employee Leading Hand	1,196.00	1,239.06
Range Operator Level 2	1,139.07	1,180.08
Range Operator Level 1	1,022.21	1,059.01

#### 10.4. Juniors

The minimum weekly rates of wages for work in ordinary time to be paid to juniors will be in accordance with the percentages of the adult rate for the appropriate level of work being performed as set out below:

Age of employee	Percentage of the applicable adult rate
At 17 years and under	60%
At 18 years of age	70%
At 19 years of age	85%
At 20 years of age	100%

#### 10.5. Apprentices

The minimum weekly rates of wages for work in ordinary time to be paid to apprentices will be the percentages of the rate for a level 4 employee as set out below:

Four Year Term	Three and a Half Year Term	Three year term	Percentage of Level 4

1 <sup>st</sup> year	1 <sup>st</sup> 6 months	1 <sup>st</sup> 6 months	55%
2 <sup>nd</sup> year	Next year	2 <sup>nd</sup> 6 months	65%
3 <sup>rd</sup> year	Next year	Next year	80%
Final year	Final year	Final year	95%

## 11. PAYMENT OF EARNINGS

All monies payable under this Agreement shall be paid fortnightly or other by arrangement as agreed between the employer and the employee by electronic transfer of funds into an account nominated by the employee with a bank or other financial institution recognised by the employer.

## 12. SUPERANNUATION

The employer will contribute the minimum amount to a complying superannuation fund in order to avoid any charge under the Superannuation Guarantee (Charge) Act 1992 (Cth), of an employee's ordinary time earnings. The rates of pay in this Agreement recognise that the contribution rate will increase in accordance with legislative requirements during the Agreement's operative period.

The contributions will be paid into any complying fund or scheme chosen by the employee. If the employee does not advise the employer of their choice of fund, contributions will be made into the employee's 'stapled super fund'. If the employee does not have a 'stapled super fund', contributions will be made into the employer's default fund.

Employees may also elect to make additional contributions by way of salary sacrifice.

## 13. HIGHER DUTIES ALLOWANCE

Where there is a requirement and an employee has been designated as the Leading Hand and provided the employee is carrying out the full duties of the position, then that employee will be paid the Leading Hand rate for the period designated.

## 14. RANGE SUPERVISOR ALLOWANCE

Where there is a requirement for a Range employee, for example the Range Supervisor is absent for a week or more, and an employee is designated as the Range Supervisor and that employee carries out the full duties of the Range Supervisor, then that employee will be paid a Range Supervisor allowance. The employee will not be entitled to payment of the Higher Duties allowance when receiving the range supervisor allowance.

	From first full pay period on	From first full pay period on
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Amount per week (\$)	or after 1 July 2022	or after 1 July 2023
		(2.35%)
	\$207.48	\$214.95

## 15. AIRFIELD ALLOWANCE

Employees required to work on the airfield in a permanent role as an airside plant operator (mowing operations) will be paid the following allowance per fortnight (pro-rata for part-time/casual employees):

Amount per fortnight (\$)	From first full pay period on or after 1 July 2022	From first full pay period on or after 1 July 2023
		(2.35%)
	\$45.22	\$46.85

## 16. ORDINARY HOURS OF WORK

The ordinary hours of work for day workers will be an average of 38 hours per week, exclusive of meals breaks, to be worked on any five days of the week Monday to Sunday inclusive, between the hours of 6.00am and 6.00pm.

The ordinary hours of work for shift workers will be an average of 38 hours per week, exclusive of meal breaks, to be worked on any day of the week, Monday to Sunday inclusive.

Any hours worked on Saturdays shall be paid at time and a half the ordinary hourly rate, double the ordinary hourly rate on Sundays, and double time and a half the ordinary hourly rate on Public Holidays (or substituted days). The ordinary hourly rate shall be the weekly rate divided by 38.

Employees will be expected to work such hours as are reasonably necessary to meet the task at hand.

## 17. MEAL BREAKS AND REST PERIODS

### 17.1. Meal Breaks

- 17.1.1. Employees rostered for six (6) hours or more in a day will be entitled to an unpaid meal break of not less than thirty (30) minutes and not more than one (1) hour. The meal break will be taken as near to the midpoint of the days' work as is reasonably possible but no later than six (6) hours after commencement and at such times as will not interfere with the continuity of the work.

- 17.1.2. An additional meal break of twenty (20) minutes will be allowed where an employee is required to continue work for more than two (2) hours after the employee’s normal finishing hours. Such meal break will be taken as near as practicable to the end of normal working time, and must be paid for at ordinary rates.
- 17.1.3. Provided that where a day worker is required to work on a Saturday or on a rostered day off the first prescribed crib time will if occurring between 10:00am and 1:00pm be paid at ordinary rates.

**17.2. Rest Periods**

All employees shall be allowed a rest break of 10 minutes in the morning and 10 minutes in the afternoon. Rest breaks shall be taken having regard to the work in progress and at times, which minimise the interruption to work, then being performed.

**18. OVERTIME**

**18.1. Requirement to work reasonable overtime**

Overtime work is any work performed in excess of, or outside, the ordinary hours on any day or shift as defined by clause 16.

The employer may require an employee to work reasonable overtime at overtime rates and the employee will work the overtime in accordance with such requirement.

Overtime will be paid at the rate of one and a half times the ordinary hourly rate. All time worked on Sundays is to be paid at the rate of double time. All work performed on Public Holidays, or substituted days, is to be paid at the rate of double time and a half.

An employee required to work overtime on a Saturday or Sunday who is not otherwise rostered to work on that day will be afforded at least three (3) hours work or paid for three (3) hours in line with the overtime provision above. This does not include where such overtime is continuous with overtime commenced on the day previous.

Personnel should not be expected to work more than 12 hours per day (exclusive of meal breaks). If circumstances arise where an employee is required to work over the 12 hour limit, the employee will be paid in line with the overtime provision above for those hours over 12. This clause will not apply where an employee is performing relief caretaking.

**19. DEPLOYMENT**

- 19.1. Employees may be required to travel from their usual work location to other locations from time to time, e.g. Lancelin, Curtin. Whilst on deployment the following allowances are payable for each night spent away from the usual work location, this includes relief caretaking:

Amount per each night spent away from home (\$)	From first full pay period on or after 1 July 2022	From first full pay period on or after 1 July 2023

	(2.35%)	(3.6%)
	\$56.51	\$58.54

19.2. Employees whose work necessitates their absence from home overnight on deployment shall be provided with reasonable meals and accommodation. Where meals are not provided an allowance shall be payable. The allowances, which are reviewed periodically in line with employer policy, are currently as set out below:

	From first full pay period on or after 1 July 2022 (2%)	From first full pay period on or after 1 July 2023 (3.6%)
Breakfast	\$19.62	\$20.32
Lunch	\$25.73	\$26.65
Dinner	\$38.05	\$39.42

## 20. RANGE RELIEF CARETAKING

An employee required to undertake relief caretaking duties at a nominated Range by the employer (such as Lancelin Range) will be paid for 12 hours as follows:

- (i) 7.6 hours at the employee's ordinary hourly rate of pay;
- (ii) 4.4 hours at the rate of one and a half times the employee's ordinary hourly rate of pay.

Casual employees will receive the 25% casual loading on the above rates.

If the relief caretaking duties are required over the weekend, then the relevant overtime provision will apply in line with clause 18.1.

## 21. CALLOUTS

Where an employee is on call and is required to return to work after hours, a minimum of four hours payment at the rate of time and a half (or double time for Sundays and Public Holidays) on each occasion an employee is called out, provided that if they are recalled for a second time within half an hour of leaving site it shall be considered a continuation of the first callout for the purposes of determining paid time. The time calculated shall include half an hour of travel time each way.

Employees who are required to use their own vehicles to respond to an out of hours call out shall be reimbursed mileage costs in accordance with cents per kilometre rate set by the *Australian Taxation Office* for car-related business expenses.

## 22. MEAL ALLOWANCE

Where an employee is required to remain on site after 6.00pm on any day Monday to Friday without prior notice, a meal will be supplied or an allowance as listed below will be paid where a meal cannot be provided.

Employees responding to an unplanned call out are also entitled to a meal or meal allowance as listed below where the call out extends over a meal period.

Meal Allowance (\$)	From first full pay period on or after 1 July 2022	From first full pay period on or after 1 July 2023
		(2.35%)
	\$39.24	\$40.65

### 23. ON CALL DUTY ALLOWANCE

Where employees are required to be rostered on call, a duty allowance as listed below per week shall be payable whilst on “duty roster”.

On Call Duty Allowance (\$)	From first full pay period on or after 1 July 2022	From first full pay period on or after 1 July 2023
		(2.35%)
	\$126.83	\$131.40

### 24. NIGHTSHIFT ALLOWANCE

Employees other than casuals or shift workers, whose shift begins before 6 am or finishes after 6pm Monday to Friday will be paid an allowance of 25% on top of the ordinary rate of pay for such time worked. This clause will not apply where an employee is performing relief caretaking or to time worked on public holidays.

Shift workers will be paid an allowance of 20% on top of the ordinary hourly rate for time worked on Monday to Friday outside the hours of 7.00am to 7.00pm, except for public holidays.

### 25. FIRST AID ALLOWANCE

A holder of a current recognised first aid certificate will receive an extra \$18.82 per week if appointed by Ventia to perform first aid duty.

### 26. HYGIENE ALLOWANCE

If Ventia requires a Range Operator to clean environmental toilets or pumping stations, then it will pay the employee \$6.00 an hour for the work actually performed.

## 27. FIRST RESPONSE FIREFIGHTING ACTIVITIES

In the event that Ventia requires a trained Range Operator to extinguish a fire on a designated training area or range, (including the provision of designated fire fighting vehicles, equipment and crews), then it will pay the employee \$20 an hour for the work actually performed.

**This allowance is not applicable to general first response fire fighting tasking and standby duties.**

## 28. ANNUAL LEAVE

### 28.1. Entitlement to annual leave

- 28.1.1. An employee, other than a casual employee, is entitled to four (4) weeks of paid annual leave for each year of continuous service with the employer. For administrative ease this entitlement is converted to an hourly entitlement of 152 hours for a full-time employee.
- 28.1.2. An employee's entitlement to annual leave accrues progressively based on the employee's ordinary hours of work, and accumulates from year to year.
- 28.1.3. Annual leave is to be taken at a time, or times, agreed between the employer and the employee. The employer shall not unreasonably refuse a request by an employee to take annual leave.

### 28.2. Additional entitlement for continuous shift workers

In addition to the leave provided in clause 28.1, a Continuous Shift Worker is entitled to an additional week of paid annual leave for each year continuously engaged on rostered shift work. For administrative ease this entitlement is converted to an additional hourly entitlement of 38 hours for a full-time employee.

### 28.3. Payment for period of annual leave

- 28.3.1. During a period of annual leave an employee shall be paid the wage rate set out in the relevant classification plus an annual leave loading of 17.5%.
- 28.3.2. Upon termination of employment, an employee shall be paid for any leave accrued which has not been taken.
- 28.3.3. During a period of annual leave an employee shall be paid at the employee's base rate of pay for the ordinary hours of work the employee would have worked had the employee not been on leave during that period.

### 28.4. Requirement to take annual leave

An employee may be required to take annual leave if the employee has an excessive accumulated annual leave balance, provided that the employee has been given notice of the requirement at least four (4) weeks before the period of leave is to begin.



## 28.5. Annual close down

- 28.5.1. An employee may be directed to take annual leave during all or part of a period of a shutdown in conjunction with the Christmas/New Year holidays, where the employer closes down the business, part of the business, or a site where the employee works, subject to the employer giving at least two (2) months' notice of the intention to the affected employees.
- 28.5.2. If an employee does not have sufficient accrued annual leave for the period of the shutdown, then the employee may be required to take leave without pay for the balance of the shutdown period.

## 28.6. Cashing out of annual leave

- 28.6.1. The Employer and an employee may agree to the employee cashing out a particular amount of the employee's accrued paid annual leave provided the following requirements are met:
- (a) each cashing out of a particular amount of accrued paid annual leave must be by a separate agreement between the Employer and the employee which must be in writing and retained as an employee record;
  - (b) state the amount of accrued leave to be cashed out and the payment to be made to the employee; state the date on which the payment is to be made; and be signed by the Employer and the employee and if the employee is under 18 years of age, the employee's parent or guardian;
  - (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 at the time that it is cashed out; and
  - (d) paid annual leave must not be cashed out if the cashing out would result in the employee's remaining accrued entitlement to annual leave being less than 4 weeks.

## 29. PERSONAL/CARER'S LEAVE

### 29.1. Entitlement to paid personal/carer's leave

- 29.1.1. An employee, other than a casual employee, is entitled to ten (10) days of paid personal/carer's leave for each year of continuous service with the employer. For administrative ease this entitlement is converted to an hourly entitlement of 76 hours for a full-time employee.
- 29.1.2. An employee's entitlement to paid personal/carer's leave accrues progressively according to the employee's ordinary hours of work, and accumulates from year to year. However, personal leave does not accrue during certain periods, including periods of unpaid leave or absence.
- 29.1.3. Paid personal/carer's leave may be taken by an employee when they are absent:
- (a) due to personal illness or injury; or

- (b) for the purposes of caring for an immediate family or household member who is sick and requires the employee's care and support or who requires care or support due to an unexpected emergency.

29.1.4. An employee's entitlement to paid personal/carer's leave is subject to the employee:

- (a) notifying the relevant Supervisor/ Manager of the employer as soon as practicable of:
  - (i) any illness or injury the employee or a member of the employee's immediate family or household, or any unexpected emergency affecting a member of the employee's immediate family or household, that will cause the employee to be absent from work; and
  - (ii) the period, or expected period, of that absence;
- (b) providing the employer with the necessary documentary evidence as set out in clause 29.2.

29.1.5. Leave not approved as paid personal/carer's leave by the employer shall be regarded as unauthorised and unpaid.

29.1.6. An employee is not entitled to paid leave of absence under this clause for any period in excess of the employee's accumulated paid personal/carer's leave entitlement.

29.1.7. An employee will not be entitled to paid personal/carer's leave for any period in respect of which they are receiving compensation payable under a law of the State or Commonwealth relating to Workers' Compensation.

## 29.2. Evidence requirements

29.2.1. An employee is entitled to leave for personal illness or injury without the production of a medical certificate for up to two absences each of a single day in any one year of service.

29.2.2. When taking leave due to personal illness or injury, the documentary evidence must include a statement to the effect:

- (a) if it is a medical certificate, that in the registered medical practitioners opinion, the employee was, is or will be unfit for work during the period because of personal ill health or injury; or
- (b) if the document is a statutory declaration, that the employee was, is or will be unfit for work during the period because of personal ill health or injury.

29.2.3. When taking leave to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, the employee must establish by production of documentation acceptable to employer, the nature of the illness or emergency of the person concerned, and that such illness or emergency resulted in the person concerned requiring care by the employee.

### 29.3. Payment for paid personal/carer's leave

- 29.3.1. When an employee takes a period of paid personal/carer's leave, the employee shall be paid at the employee's base rate of pay for the employee's ordinary hours of work in that period.
- 29.3.2. Employees will not be paid out accrued but untaken paid personal/carer's leave on termination of employment.

### 29.4. Entitlement to unpaid carer's leave

- 29.4.1. If an employee has exhausted their paid personal/carer's leave entitlements, or is employed on a casual basis, the employee is entitled to take up to two (2) days unpaid carer's leave, for each occasion when a member of the employee's immediate family of household requires care or support due to illness or injury, or has been affected by an unexpected emergency.
- 29.4.2. Notice to employer and evidence requirements are as set out in clauses 29.1.4 and 29.2.3 above.

## 30. COMPASSIONATE LEAVE

An employee, other than a casual employee, shall be entitled to a maximum of two (2) days' leave without loss of pay on each occasion when a member of the employee's immediate family or household member:

- (a) contracts or develops a personal illness that poses a serious threat to their life; or
- (b) sustains a life threatening personal injury;
- (c) or dies;
- (d) or after a child is stillborn, where the child would have been a member of the employee's Immediate Family, or a member of the employee's household, if the child had been born alive; or
- (e) the Employee, or the Employee's current spouse or current de facto partner has a miscarriage.

Casual employees are entitled to unpaid compassionate leave.

To be entitled to compassionate leave the employee must provide the employer any evidence that the employer may reasonably require of the illness, injury or death.

Compassionate leave may be taken as:

- (a) a single, unbroken period of 2 days; or
- (b) 2 separate periods of 1 day each; or
- (c) any separate periods to which the employee and the employer agree.

## 31. LONG SERVICE LEAVE

Employees are entitled to long service in accordance with the provisions of the *Long Service Leave Act 1958 (WA)*.

### 32. PARENTAL LEAVE

Employees shall be entitled to parental leave and related entitlements in accordance with the provisions of the NES.

### 33. COMMUNITY SERVICES LEAVE

The Employer will apply community services leave in accordance with the National Employment Standards, including paid jury service, unpaid jury service for casuals and unpaid leave for employees to carry out a “voluntary emergency management activity” or an “eligible community service activity” as defined by the National Employment Standards.

Employees applications for community service leave must be submitted in writing to the Employer as soon as practicable and be supported by relevant documentation, including specifying the reasons for the community service leave, the commencement date of the community service leave, and the anticipated duration of the community service leave.

### 34. PUBLIC HOLIDAYS

Subject to not being rostered on duty that day employees, except casual employees, shall be entitled to the following public holidays without loss of pay: - New Year's Day, Good Friday, Easter Monday, Christmas Day and Boxing Day, Australia Day, Anzac Day, King's Birthday, Labour Day and WA Day.

Provided that in other areas the appropriate show day or such other day that is generally observed in the locality may be substituted for any of the above days.

When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December.

When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 28 December.

When New Year's Day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on the next Monday.

The employer and the employees may agree to substitute another day for any prescribed in this clause. For this purpose, the consent of the majority of affected employees shall constitute agreement.

### 35. TERMINATION OF EMPLOYMENT

#### 35.1. Notice of termination by employer

35.1.1. In order to terminate the employment of an employee, other than a casual employee, the employer shall give the employee the following notice:

Employee's period of continuous service with the employer	Period of notice
Not more than 1 year	1 week

More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- 35.1.2. In addition to the notice in this clause, an employee who at the time of being given notice is over 45 years of age and who at the date of termination has completed two years continuous service with the employer, shall be entitled to an additional weeks' notice to the notice prescribed above.
- 35.1.3. Payment in lieu of notice prescribed in sub-clauses 35.1.1 and 35.1.2 shall be made if the appropriate notice is not given. Provided that employment may be terminated by part of the period of notice and part payment in lieu thereof.
- 35.1.4. In calculating any payment in lieu of notice the wages an employee would have received in respect of the ordinary time they would have worked during the period of notice had their employment not been terminated shall be used.
- 35.1.5. The period of notice in this clause shall not apply in the case of dismissal for conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, or employees engaged for a specific period of time or for a specific task or tasks.
- 35.1.6. For the purpose of this Agreement continuity of service shall not be broken on account of:
- (c) Any absence from work on account of personal sickness or accident for which an employee is entitled to claim paid personal/carer's leave as prescribed by this Agreement or on account of leave lawfully granted by the employer.
  - (d) Any absence of reasonable cause, proof of which shall be on the employee.
- 35.1.7. Provided that in the calculation of continuous service under this Agreement, any time in respect of which an employee is absent from work, (except for authorised absences from work for which employee has an entitlement to be paid), shall not count as time worked.

### 35.2. Notice of termination by employee

- 35.2.1. The notice of termination required to be given by an employee, (other than a casual employee), shall be one week, unless otherwise agreed between the parties.
- 35.2.2. If an employee fails to give the required notice or having given such notice, leaves before the notice expires, the employer shall have the right to withhold moneys due to the employee with a maximum amount equal to the ordinary time rate of pay for the period of notice.

### 35.3. Absence from duty

The employer shall be under no obligation to pay for any day not worked upon which the employee is required to present for duty, except for authorised absences from work for which the employee has an entitlement to be paid.

## 36. REDUNDANCY

### 36.1. Definition

Redundancy occurs when an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone and this is not due to the ordinary and customary turnover of labour.

### 36.2. Discussions before termination

- 36.2.1. Where the employer has made a definite decision that it no longer wishes the job the employee has been doing be done by anyone and that decision may lead to termination of employment, the employer shall hold discussions with the employees directly affected (and if the employee so desires, the appropriate union/representatives).
- 36.2.2. The discussion shall take place as soon as is practicable after the employer has made a definite decision and shall cover among other things, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to minimise any adverse effect of any terminations on the employees concerned.
- 36.2.3. For the purpose of such discussion the employer shall 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 employees 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.

### 36.3. Transfer to lower paid duties

Where an employee is transferred to lower paid duties for reasons of redundancy the employee shall be entitled to the same period of notice of transfer as they would have been entitled to if their 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 of notice still owing.

### 36.4. Severance pay

In addition to the period of notice prescribed for ordinary termination in sub-clauses 35.1.1 and 35.1.2, an employee whose employment is terminated for reasons of redundancy shall be entitled to the following amount of severance pay in respect of a continuous period of service:

Period of continuous service	Period of notice
Less than 1 year	Nil

At least 1 year but less than 2 years	4 weeks' pay
At least 2 years but less than 3 years	6 weeks' pay
At least 3 years but less than 4 years	7 weeks' pay
At least 4 years but less than 5 years	8 weeks' pay
At least 5 years but less than 6 years	10 weeks' pay
At least 6 years but less than 7 years	11 weeks' pay
At least 7 years but less than 8 years	13 weeks' pay
At least 8 years but less than 9 years	14 weeks' pay
At least 9 years but less than 10 years	16 weeks' pay
At least 10 years	20 weeks' pay

**'Weeks pay'** means the employee's base rate of pay.

### 36.5. Time off during notice period

- 36.5.1. 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.
- 36.5.2. 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, be required to produce proof of attendance at an interview or he or she shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

### 36.6. Employees exempted

This clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices, or employees engaged for a specific period of time or for a specified task or tasks.

## 37. CONSULTATION

- 37.1. This clause 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 and the change is likely to have a **significant effect** on employees of the enterprise; or
  - (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.
- 37.2. For a major change referred to in paragraph 37.1(a):
- (a) the employer must notify the relevant employees of the decision to introduce the major change; and
  - (b) paragraphs 37.3 to 37.7 apply.
- 37.3. The relevant employees may appoint a representative for the purposes of the procedures in this clause.
- 37.4. 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.
- 37.5. As soon as practicable after making its decision, the employer must:
- (a) discuss with the relevant employees:
    - (i) the introduction of the change; and
    - (ii) the effect the change is likely to have on the employees; and
    - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
  - (b) for the purposes of the discussion — provide, in writing, to the relevant employees:
    - (i) all relevant information about the change including the nature of the change proposed; and
    - (ii) information about the expected effects of the change on the employees; and
    - (iii) any other matters likely to affect the employees.
- 37.6. However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 37.7. The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.



- 37.8. If a clause in this enterprise 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 clauses 37.2 (a), 37.7 and 37.5 are taken not to apply.
- 37.9. For a major change referred to in paragraph 37.1(b):
- (c) the employer must notify the relevant employees of the proposed change; and
  - (d) paragraphs 37.10 to 37.14 apply.
- 37.10. The relevant employees may appoint a representative for the purposes of the procedures in this clause.
- 37.11. If:
- (c) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - (d) the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.
- 37.12. As soon as practicable after making its decision, the employer must:
- (a) discuss with the relevant employees the introduction of the change;
  - (b) for the purposes of the discussions, provide the relevant employees:
    - (i) all information about the change, including the nature of the change;
    - (ii) information about what the employer reasonable believes will be the effects of the change on employees; and
    - (iii) information about any other matters that the employer reasonably believes are the likely to affect the employees; and
  - (c) invite the relevant employees to give the views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 37.13. However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 37.14. The employer must give prompt and genuine consideration to matters raised by the relevant employees.
- 37.15. If a clause, **relevant employees** means the employees who may be affected by the change referred to in paragraph 37.1 above who are covered by this Agreement.

### 38. INDIVIDUAL FLEXIBILITY ARRANGEMENT

An employee and the employer may agree to an arrangement (individual flexibility arrangement) varying the effect of certain terms as listed below of this Enterprise Agreement in relation to the employee and the employer, in order to meet the genuine needs of the employee and the employer.

The employer must ensure that any individual flexibility arrangement entered into under this term will result in the employee being better off overall than the employee would have been if no individual flexibility arrangement was made.

If it is genuinely agreed by the employee and the employer, the individual flexibility arrangement can deal with one or more of the following matters:

- (a) arrangements for when work is performed;
- (b) overtime rates;
- (c) penalty rates;
- (d) allowances; and
- (e) leave loading.

The employer must ensure that any individual flexibility arrangement made under this term:

- (a) is about permitted matters under section 172 of the Fair Work Act 2009;
- (b) does not contain a term which is a Prohibited Matter, or an Unlawful Term or a Discriminatory Term as defined within the Fair Work Act 2009;
- (c) includes details of the terms of this Agreement that will be varied by the arrangement, how the arrangement will vary the effect of the terms and how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement;
- (d) states the day the arrangement is to commence;
- (e) be in writing and signed by the employer and employee, and if the employee is under 18, by a parent or guardian of the employee;
- (f) can be terminated by either party by giving written notice of not more than 28 days;
- (g) can be terminated at any time by the parties if they agree.

A copy of an individual flexibility arrangement agreed to by the employee and the employer must be given to the employee within 14 days after it is agreed.

Except for the requirement for a parent or guardian to execute the agreement on behalf of employees under the age of 18, the employer must ensure that any individual flexibility arrangement made by an employer and an employee under this term does not require the approval or consent of another person.

### **39. UNIFORMS**

All uniforms will be supplied by the employer free of charge and shall be replaced on the basis of fair wear and tear.

Any clothing or other items supplied by the employer, for whatever reason shall remain the property of the employer.

### **40. COMPANY VEHICLES**


Employer supplied or operated vehicles use in connection with the work performed under this Agreement may be fitted with an Integrated Vehicle Management System (IVMS) device, which can monitor vehicles conditions, driving conditions and determine the geographical location of the particular motor vehicle. The IVMS is an important tool for improving the safety and security of employees whilst performing work-related activities. The data collected by the IVMS will be used for legitimate business purposes only and in compliance with applicable laws.

As a term of this Agreement, employees consent to the installation, maintenance and use of an IVMS device in an Employer supplied or operated vehicle of which the employee has lawful control; and use such vehicles with an IVMS device in accordance with the Employer's IVMS Policy.

#### 41. SIGNATORIES

**FOR AND ON BEHALF OF Ventia (AUSTRALIA) PTY LIMITED**

Name in full (printed): Paul Nicholas

Signature: 


Position/Authority to sign: Project Director

Employer's Address: 80 Pacific Highway, North Sydney ,NSW

Date: 30 April 2024

**Witnessed By:**


Name in full (printed): Donald Stander

Signature: 

**FOR AND ON BEHALF OF THE EMPLOYEES**

**Bargaining Representative**

Name in full (printed): SCOTT PHILIP THOMAS

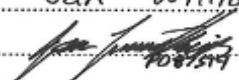
Signature: 

Representative's Address: 9 CADBURY ST WARNBRO W.A. 6169

Date: 30/04/2024

**Witnessed By:**


Name in full (printed): Jan William Zwartkruis

Signature: 

**FOR AND ON BEHALF OF THE UNITED WORKERS UNION**

**Bargaining Representative**

Name in full (printed): Godfrey Moase - Director

Signature: 

Representative's Address: 833 Bourke Street, Docklands Vic 3008

Date: 02/05/2024

## SCHEDULE 1 — CLASSIFICATION DEFINITIONS - GROUNDS

### Groundsperson- Level 1:

#### Qualifications, training and experience

- Australian citizen
- Clear police record
- Driver's license
- Demonstrated ability to undertake, understand and complete the 'three tier induction'
- Evidence of ability to work in a Land Management Environment
- Evidence of good interpersonal & communication skill
- Demonstrate an ability to learn new skills particularly in obtaining critical competencies and authorisations to operate in controlled areas
- Ideally have an ability to operate a computer or computer based operating system including understanding spatial maps

### Groundsperson - Level 2:

#### Qualifications, training and experience

A grounds employee that has shown that they are competent in all facets as a Groundsperson and has generally at least two years' experience (preferably in the DBS Contract).

- Grounds employees who can utilize all required site equipment (ie: mowers, brush cutters etc) OR;
- Have 2 or more years' experience in a similar role.
- Defence clearance
- Have a good understanding and be using safety management systems
- Hold a current 'airside operational' authority (including VHR radio operations).
- Hold a current chainsaw certificate
- Hold a chemical application certificate – (spot and brad area)
- Hold a current 'snake management certificate' (optional but desirable)
- Be able to read and understand and implement activities identified in:
  - Hydrozone plan
  - BMWS's
  - Weed plan
  - Airfield maintenance plan
  - Sweeping plan (causeways, wharfs, car-parks, roads etc)
  - Wildlife monitoring plan
  - Critical assets maintenance plan (such as the Campbell Barracks security fences)
- Hold medium ridged license
- FBW – Understand Environmental controls & associated policies
- FBW – Understand the operating procedures of the Nursery
- FBW – Understand the wildlife management protocols & wild life management arrangement

- Hold VOC's for the following:
  - Chain saw operations
  - Ride on mowers – various types
  - FOD Boss/airfield air field sweeping
  - Tractors – including specific attachments (ploughs, outreach mowers, PTO equipment etc)
  - Brush cutters, turf painting units, sweepers, blowers, power tools etc
  - Traffic management (for local operation on base)
  - Reticulation management
  - Weed identification and control methods
  - For maintaining – firebreaks, APZ's & SFPZ
  - Explosives Ordinance Operational procedures
- Understanding of Nursery work including:
  - Weeding of green stock
  - Counting out of seeds
  - Labelling plants and green stock

### Groundsperson - Level 3:

#### Qualifications, training and experience

Grounds employee that has shown that they are operationally competent in all facets as a Groundsperson and has generally been in the role of Level 2 Grounds for no less than 2 years, with an additional three years' experience.

A level 3 Groundsperson is an employee who is able to perform all duties required of a Level 2 Groundsperson and is proficient in:

- Competent to train new employees on all equipment, in line with VOC requirements;
- Cert 4 in Horticulture or Land Management.
- Generally be responsible for a certain area of Grounds requirements e.g. Fire breaks, weed management etc.

#### Leading Hand:

#### Qualifications, training and experience

Is an employee who is able to assist in the good order of work flow by undertaking the duties of level 3 Groundsperson within a team environment and is competent in all areas as required of a level 3 Groundsperson.

A Leading Hand is capable of stepping in to the role of Supervisor if and when required.

- Proved leadership to the team through good communication, clear action plans and support as needed.
- Coordinate and manage day to day work activities as defined in the various operational plans
- Remote sites – act as the local LM POC
- Ensure all BS policies and procedures are followed in relation to LM activities

- Ensure a strong safety culture is maintained through the BS Safety Management System
- Ensure all plant & equipment are fit for purpose
- Remote sites - Manage and maintain a workshop and works depot and plat/vehicle fleet
- Build strong working relationships with external contractors
- Data collection and use of excel and word.
- Nursery – Sound knowledge of seed collection practice and plant propagation from seed or cuttings

## SCHEDULE 2 — CLASSIFICATION DEFINITIONS – RANGES

### Range Operator Level 1

#### Qualifications, training and experience

- is a new employee responsible for the quality of their own work and may be required to work in a team environment or individually under routine supervision;
- undertakes duties in a safe and responsible manner and exercises discretion within their level of skills and training;
- possesses good interpersonal and communication skills;
- possesses a recognised first aid certificate;
- Working toward successful completion of a Respond to Wildfire Level 1 firefighting course or equivalent
- Is being trained in the operation and maintenance of mechanical Target Systems (MTS)
- Demonstrates a propensity to acquire knowledge of military operations and has a capacity to learn navigation and reading of topographical maps;
- After appropriate training, be able to operate sundry power tools, brush cutters and chain saws, etc., able to satisfy Defence security clearance to Baseline and able to obtain DRN access;
- Computer literate, have the capacity to gain understanding of MLW 2-9-2 range regulations, range standing orders and relevant weapons publications;
- May be required to undertake the tasks of a range operator level 2 for training purposes;
- Other relevant tasks as directed.

### Range Operator Level 2

#### Qualifications, training and experience

Range Operator that has shown that they are competent in all facets of Range Operations and has generally been in the role of Level 1 Operator for no less than 12 months

A level 2 operator is an employee who is able to perform all duties required of a Level 1 Operator as well as being able to work under limited supervision and is proficient in:

- the provision of quality service to clients
- navigation and reading of topographical maps and the use of GPS technology
- understanding and promoting equity and diversity
- treating risk within Defence at an operational level
- conducting a Risk Assessment in a Defence environment
- providing technical advice on Ranges and Training areas
- interpreting policy, legislation and regulations within a Defence environment



- monitoring a safe workplace
- monitoring and controlling training areas and range activities
- conducting training area pre and post activity inspections

## **Leading Hand**

### **Qualifications, training and experience**

Is an employee who is able to assist in the good order of work flow by undertaking the duties of level 2 operators within a team environment and is competent in all areas as required of a level 2 Range Operator.

A Leading Hand is capable of stepping in to the role of Supervisor if and when required.

The Leading Hand is also responsible and accountable for:

- the implementation of quality control techniques and procedures;
- providing leadership and direction to the Range Operators
- demonstrating highly developed levels of interpersonal and communication skills;
- being able to assist in the provision of on the job training and standards;
- ordering and stock control of expendable range stores;
- undertaking other relevant tasks as directed
- maintaining good customer relations
- continually encouraging improvement and innovation
- the proper application and maintenance of appropriate Workplace Health and Safety standards.