

**Costa's Builders Mart Pty Ltd**

And

**Construction, Forestry, and Maritime Employees Union –  
Manufacturing Division**

**COSTA'S BUILDERS MART PTY LTD ENTERPRISE BARGAINING  
AGREEMENT  
2023-2026**

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**Clause 1  
ARRANGEMENT OF AGREEMENT**

**1.1 TITLE**

This Agreement shall be known as the Costa's Builders Mart Pty. Ltd. Enterprise Bargaining Agreement 2023-2026.

**1.2 PARTIES BOUND**

This Agreement shall be binding upon:

**1.2.1** Costa's Builders Mart Pty. Ltd (the employer) in respect of all weekly paid employees, excluding the Administration Team employed at the following sites and working in activities covered by the Timber Industry Award 2020.

- 255 Old Geelong Road Hoppers Crossing

**1.2.2** The Construction, Forestry and Maritime Employees Union – Manufacturing Division (“CFMMEU”), its officers and members employed at the sites listed above and working in activities covered by the Timber Industry Award 2020.

**1.3 RELATIONSHIP TO AWARDS AND STANDARDS**

**1.3.1** This Agreement incorporates and applies wholly in conjunction with the Timber Industry Award 2020, as varied from time to time.

**1.3.2** Where there is an inconsistency between an express provision of this Agreement and a provision in the Award, the provisions of this Agreement shall prevail to the extent of the inconsistency.

**1.3.3** The employer agrees not to implement the Award in such a manner that would reduce any conditions, entitlements or benefits which were available to employees either prior to making this Agreement or prior to modernisation. Any classification structure or definition included in any Award which covered the workplace prior to modernisation will apply to all employees covered by this Agreement. Any increase, improvement, or broadening of entitlements in the award will be taken to be included in this Agreement.

**1.3.4** The making of this Agreement does not affect existing above agreement payments and conditions of employment, unless the terms of this Agreement expressly provide that no other arrangements will apply.

**1.3.5** Upon incorporating Award terms into the Agreement the incorporated terms are to be read as altered with the appropriate changes to make them provisions of the Agreement rather than provisions of an award: references within the Award to the ‘Award’ shall be read to mean this Agreement.

**1.3.6** If, at any time, the conditions set out in this Agreement, including the incorporated Award, are less favourable than those in the National Employment Standard, in any particular respect, the conditions in the Standard will apply to the

exclusion of this Agreement in the particular respect in which they are more favourable.

#### **1.4 NO DISADVANTAGE**

**1.4.1** As a consequence of the implementation of this Agreement, no employee shall unreasonably suffer a reduction in ordinary time, pay or conditions. Any weekly paid employee adversely affected by the implementation of this Agreement will be entitled to maintain all over award payments and conditions previously in place prior to Costa's becoming a party to this Agreement. Employees currently receiving over award pay shall receive all agreed pay increases and shall not have those increases absorbed into their over award payments.

#### **1.5 PERIOD OF OPERATION**

**1.5.1** This Agreement shall come into operation 7 days after approval by the Fair Work Commission and shall expire on 30<sup>th</sup> November 2026.

### **Clause 2 OBJECTIVE OF AGREEMENT**

Costa's Builders Mart Pty. Ltd. operates as a private company in a highly competitive market dominated by different sized and highly competitive organisations and is also faced by an increasing number of alternative materials to its timber base.

The parties to this Agreement also recognise that the long- term future of Costa's Builders Mart Pty. Ltd. is dependent on its capacity to achieve the following objectives:

#### **2.1 DYNAMIC WORKPLACE CULTURE**

- 2.1.1** To assist all employees of Costa's to be customer focused, to encourage positive innovation, to maintain a culture which accepts the need to review ways of improving the business' performance to encourage future investment and growth.
- 2.1.2** To assist all employees of Costa's to be aware of quality standards, to encourage positive innovation, and to review ways of improving the business performance to ensure the wellbeing of Costa's as a company.

#### **2.2 MARKET POSITION**

- 2.2.1** To become the most flexible and responsive manufacturer and supplier of superior quality Hardware Timber & Building Supplies, Trusses and Wall frames. This should enable Costa's to achieve excellence in the delivery of services to customers and further strengthen our market share.
- 2.2.2** To remain the most service conscious supplier of building materials in order to satisfy customer demands and increase our market share.

#### **2.3 PROFITABILITY**

- 2.3.1** To ensure that we all strive to maximise profit in the knowledge that this will lead to increased productivity. To minimise waste, this will lead to further investment and a

stable employment environment with scope for increased rewards for commitment.

## **2.4 COMPANY NAME**

**2.4.1 To ensure the Costa's name is widely regarded as a market leader renowned for innovation, quality and reliability, the parties agree that:**

- ❖ **Costa's enterprise must be flexible and encourage innovation and change at all levels.**
- ❖ **Constant learning through information sharing and upgrading of skills and knowledge for all employees be encouraged.**
- ❖ **The introduction of new technology will have regard for human resources.**
- ❖ **The organisation of work should provide for workers to take responsibility for quality, work outcomes and development of efficiency as far as their level of skill, knowledge and training allows.**

## **2.5 INTRODUCTION OF QUALITY SYSTEMS**

**As part of the process the various sites (through the ECC), will reach agreement on ways to improve quality, productivity and efficiency and also reach agreement on a number of clear, straight forward productivity indicators which will be based on activities which can be influenced by employees and Costa's generally.**

## **Clause 3 CONSULTATIVE MECHANISM**

### **3.1 DEVELOPMENT AND TRAINING**

**3.1.1 The purpose of the consultative mechanism set out below is to discuss and implement changes by agreement that will improve efficiency and productivity and to provide more varied, skilled, improved conditions and better paid jobs at Costa's on an ongoing basis. Consultative practices will ensure that workplace reforms continue with the participation of all workers and a consultative structure has been established within Costa's, which includes an Enterprise Consultative Committee (ECC) comprising of members from each part of the operation.**

**3.1.2 Appropriate agreed training will be provided to ECC members and will include a component of training with management.**

### **3.2 ROLE**

**3.2.1 The role of the ECC will be to proactively consider all issues relevant to Costa's, which affect employees, management and the owners to determine through consultation and agreement between management and employee representatives how these issues should be dealt with. This committee will meet on an as required basis but no less than every 12 weeks.**

### **3.3 AIMS**

- 3.3.1 The aims of the ECC will be to improve:**
- ❖ **Productivity within Costa's where productivity is considered within a broad framework**
  - ❖ **The quality of working life for Costa's employees**
  - ❖ **Skills of workers through training, which will result in access to more, rewarding and-satisfying positions within Costa's.**

### **3.4 STRUCTURE**

- 3.4.1 The ECC shall consist of an equal number of employee and management representatives.**
- 3.4.2 The form, structure and method of implementing consultative mechanisms/practices shall be determined at the enterprise level by agreement between Costa's and Costa's employees.**
- 3.4.3 The process of consultation is a mechanism through which employees can be involved in and positively contribute towards the decision making process, however it is acknowledged that this cannot detract from managerial prerogative.**
- 3.4.4 The grievance and dispute procedures provided in clause 4 of this Agreement will apply if either party believes the application of more flexible designated award conditions is being unreasonably withheld or considered.**
- 3.4.5 Where the union is the representative of the employee's choice, the union reserves the right to advise its members on award issues under discussion.**
- 3.4.6 If an employee representative on the ECC vacates their position, an election will be conducted amongst the employees represented by that representative to appoint a successor.**
- 3.4.7 Any employee representative holding a position on the Consultative Committee can have their position challenged at any time if employees they claim to represent lose confidence in them.**

### **3.5 FACILITIES**

- 3.5.1 Non-management members of the ECC will have reasonable access to the following facilities in the conduct of their role as a member of the ECC.**
- 3.5.2 Management will not unreasonably obstruct a representative from using such facilities where they are available for the purpose of carrying out their role.**
- ❖ **a lockable filing cabinet**
  - ❖ **access to a PC**
  - ❖ **photocopying**
  - ❖ **telephone**
  - ❖ **office accommodation**
  - ❖ **meeting room**
  - ❖ **email service where available**
  - ❖ **transport where needed**

**3.6****CONSULTATION REGARDING MAJOR CHANGE**

- 3.6.1** If the employer is seriously considering major workplace changes that are likely to have a significant effect on the employees covered by this agreement, the Employer must consult with the Union and any employees who will be affected by the decision. An employee is entitled to be represented by the Union or other representative for the purpose of consultation under this clause.
- 3.6.2** As soon as practicable the employer must discuss with the union and relevant employees the introduction of the change, and the effect the change is likely to have on the employees. The employer must discuss measures to avert or mitigate the adverse effect of the change on the employees.
- 3.6.3** For the purposes of the discussion the employer will provide the union and relevant employees in writing:
- 3.6.3.1** All relevant information about the change including the nature of the change proposed; and
  - 3.6.3.2** Information about the expected effects of the change on the employees; and
  - 3.6.3.3** Any other matters likely to affect the employees.
- 3.6.4** In complying with this clause the employer is not required to disclose information which is confidential and commercially sensitive.
- 3.6.5** The employer must give prompt and genuine consideration to matters raised about the major change by the Union or relevant employees.
- 3.6.6** As soon as a final decision has been made, the Employer must notify the Union and the employees affected, in writing, and explain the effects of the decision.
- 3.6.7** All participants must act in good faith in relation to the consultation process provided in this clause.
- 3.6.8** While consultation in relation to major change is taking place, except where a genuine occupational health and safety issue is involved, the status quo will remain. The existing situation, terms and conditions of work and work practices immediately prior to the employer's consideration of major change will not be altered. No party will be prejudiced as to the final settlement by the continuance of work in accordance with this clause.
- 3.6.9** In this clause:  
"Good faith" includes obligations to meet, disclose relevant information, genuinely consider proposals and respond with reasons, and to refrain from capricious or unfair conduct that undermines consultation.
- 3.6.10** A major change is "likely to have a significant effect on employees" if it results in: the termination of the employment of employees; or change to the composition, operation or size of the employer's workforce or to the skills required of



employees; or the elimination or diminution of job opportunities or job security (including reduction or limitation of opportunities for promotion or tenure); or the alteration of hours of work; or the need to retrain employees; or the need to relocate employees to another workplace; or the restructuring of jobs; or the introduction or variation of any policy or procedure relating to drug and alcohol testing; or the introduction or variation of any policy or procedure relating to workplace privacy and electronic surveillance of any kind in the workplace; or any change to which the transfer of business provisions set out in Part 2-8 of the Act apply.

**3.6.11 Consultation about changes to rosters or hours of work**

**For a change to rostered hours of work:**

- (a) the employer must notify the relevant employees of the proposed change; and**
- (b) subclauses (1) to (6) apply.**

**(1) The relevant employees may appoint a representative for the purposes of the procedures in this term.**

**(2) 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.**

**(3) 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).**

**(4) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.**

**(5) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.**

**(6) In this term:**

**"relevant employees" means the employees who may be affected by a change referred to in subclause (1).**

## **Clause 4 Dispute Resolution Procedure**

- 4.1** Union members are entitled to be represented by their union at every stage of this process. Employees who are not union members may also choose to be represented. Each party shall recognise the other's representative for all purposes involved with the resolution of the dispute.
- 4.2** If a dispute arises about this agreement, the NES (including subsections 65(5) or 76(4) of the Act), Occupational Health and Safety, or about any other work-related matter or legislation, the parties will attempt to resolve the dispute in a timely manner by discussions at the workplace in accordance with the following procedure:
- (a)** Initially discussions will take place between the employees, or employees concerned the Union delegate, and the relevant supervisor or management representative.
  - (b)** If the dispute is not resolved as a result of those discussions the matter shall be referred to the Union's sub-branch secretary/organiser and a more senior management representative for further discussion.
  - (c)** In the event that the dispute remains unresolved further discussions shall take place between an appropriate senior official of the union and management representative.
- 4.3** If the matter cannot be resolved by discussions in the workplace a party may refer the dispute to the Fair Work Commission for resolution by conciliation, or arbitration if necessary.
- 4.4** If a party is represented by a Union representative, or other representative, who is not present in the workplace, discussions in relation to the issue in dispute will not proceed until the Union representative, or other representative, is able to attend.
- 4.5** At any stage in the procedure either party or their representative may ask for, and be entitled to receive, a response from the other party or their chosen representative within 2 working days, if a response is not received the matter may be referred directly to the Fair Work Commission.
- 4.6** The Fair Work Commission may exercise such powers in relation to conciliation and arbitration as are necessary to make the conciliation or arbitration effective including all of the powers given to the Fair Work Commission by the Fair Work Act 2009.
- 4.7** The parties to the dispute and their representatives must act in good faith in relation to the dispute.
- 4.8** While this dispute settlement procedure is being followed, except where a genuine occupational health and safety issue is involved, the status quo will remain. The existing situation, terms and conditions of work and work practices immediately prior to the subject matter of the grievance or dispute occurring will not be altered. No party will be prejudiced as to the final settlement by the continuance of work in accordance with this clause.

- 4.9 Each party will bear their own costs in relation to any proceedings which result from the application of this dispute resolution procedure.
- 4.10 No employee will lose any income as a result of being involved in attempts to resolve disputes under this procedure. Union delegates will be granted paid leave to attend any proceedings arising under this clause.
- 4.11 The decision of the Fair Work Commission in an arbitration under this procedure may be appealed to a Full Bench of the Fair Work Commission.
- 4.12 Subject to a stay order or decision on Appeal, the parties to the dispute shall be bound by and must comply with a decision of the Fair Work Commission made pursuant to this clause.

**Clause 5  
EMPLOYMENT, TERMINATION AND RELATED  
ARRANGEMENTS**

**5.1 CONDITIONS OF ENGAGEMENT**

All weekly paid employees (except those engaged as casual) shall be employed on a weekly engagement subject to the following terms:

- 5.1.1. An employee shall perform such work as Costa's shall from time to time require on the usual days within the prescribed hours. In the case of a transfer of duties, an employee's ordinary rate of pay shall not be reduced until the expiration of four weeks' notice of transfer to a lower grade of work.
- 5.1.2 Employment during the first three months shall be on a probationary basis at the weekly rates prescribed, except in the case of re-engagement within one month after the termination of the employee's employment with Costa's.

**5.2 PART TIME EMPLOYEES**

- 5.2.1 A part-time employee shall be a person who works less than 38 hours per week. Full-time employees working 38 hours per week may elect to reduce their existing hours of employment following the giving of 7 days' notice to Costa's of their intention to do so. Costa's may refuse to accept the reduction in hours if it adversely affects the operation of the business or is not in the best interests of the business. If the parties are unable to agree to any variation in hours, the status quo will remain.
- 5.2.2 Before commencing part-time employment, the employee and employer must agree upon the hours to be worked by the employee, the days upon which they will be worked and the starting and finishing times for the work. The terms of the part-time work and any agreed variation will be recorded in writing and retained by the employer. The employer will provide a copy of the agreement and any variation to it to the employee.
- 5.2.3 A part time employee shall be paid for each hour worked one thirty-eighth of the applicable weekly wage prescribed by the award and this Agreement for the grade of work performed.
- 5.2.4 A part time employee shall not be employed for less than 3 hours per day or more than 35 hours per week.

- 5.2.5** A part time employee shall be entitled to all leave entitlements in accordance with the Timber Industry Award 2020, in proportion to ordinary hours worked.
- 5.2.6** Where the normal paid hours fall on a public holiday and the employee does not perform work, such employee shall not lose pay for that day.
- 5.2.7** Where a part time employee would normally work on either or both of the two working days following the death of a close relative which would entitle an employee on weekly hiring to compassionate leave in accordance with the National Employment Standards, the employee shall be entitled to be absent on compassionate leave on either or both of those two working days without loss of pay for the day or days concerned.
- 5.2.8** A part-time employee may be employed for 3 hours per day to cover meal breaks between 11.00am and 3.00pm
- 5.2.9** A part time employee may be employed on any five days of the week, however work performed on Saturday shall be paid at the rate of 1.25 times the ordinary rate of pay, with work performed on Sunday paid at the rate of 1.5 times the ordinary rate of pay.
- 5.2.10** A part time employee may apply for a full-time position with Costa's should a vacancy occur as long as the part time employee is able to perform the duties required or is prepared to undertake training to acquire the skills required to fill the vacant position in a period acceptable to Costa's. If so, the part time employee shall have preference of employment for the vacant position.
- 5.2.11** Any alterations to the current employment arrangement of part-time employees will be referred to the ECC for review and discussion.

### **5.3 CASUAL EMPLOYEES**

A casual employee may be engaged in accordance with the following provisions.

- 5.3.1** Casual employees shall not continue in employment in preference to full time weekly paid employees as a result of retrenchments or redundancy in a specific work location.
- 5.3.3** A casual employee may apply for a full-time position with Costa's should a vacancy occur as long as the casual is able to perform the duties required or is prepared to undertake training to acquire the skills required to fill the vacant position in a period acceptable to Costa's.
- 5.3.4** The Timber Industry Award 2020 provisions of Clause 29 - Personal/Carers Leave, Clause 28 - Annual Leave, Clause 31 - Community Service Leave, Clause 33 - Public Holidays shall not apply to casual employees.
- 5.3.5** Casual employees are eligible for certain types of leave under the National Employment Standards.

- 5.3.6** A casual employee shall be paid for all hours worked up to 38 hours per week at the ordinary wage rate for his/her classification plus a loading of 25%.
- 5.3.7** A casual employee employed beyond 38 hours per week shall be paid at the appropriate overtime wage rate for their classification plus a casual loading as set out above in clause 5.3.6.
- 5.3.8** The ratio of casual employees to full time employees shall not exceed 1:5 unless otherwise agreed (for specific projects, or unexpected fluctuations in demand) by parties via the ECC.
- 5.3.9** Casuals who work ordinary hours on Saturday and Sunday will be paid their ordinary hourly rate and their casual loading multiplied by 1.25 for working on a Saturday and by 1.5 for working on a Sunday.
- 5.3.10** Upon working for an average of more than 30 hours per week for 6 months, a casual employee will be made permanent and their service for the purpose of Long Service Leave will be calculated from their initial start date. This does not apply to personal/carer's leave or annual leave. This requirement may be waived at the request of an employee and with the consent of management.

#### **5.4** **FIXED TERM EMPLOYEES**

- 5.4.1** A fixed term employee is one engaged and paid as such to work for a single fixed period of time. A fixed term employee maybe employed for a minimum of 3 months and a maximum of 12 months (12 months could be extended by another nine months if the individual agrees and ECC is satisfied that an individual agrees to the extension.) At the end of the period the fixed term employee shall be either permanently engaged, or the employment shall cease. Fixed term employees shall not exceed the ratio of 1:5 to full-time employees.
- 5.4.2** The ECC will monitor the use of fixed term employees to ensure there is a proper process for using fixed term employees and for the transfer of fixed term employees to permanent employment, without hours being unreasonably changed without the employee's agreement.
- 5.4.3** An employee engaged on a fixed term shall be paid per hour worked one thirty-eighth of the weekly rate prescribed by Clause 10 of this agreement for the classification in which the employee is engaged.
- 5.4.4** An employee engaged as a fixed term employee shall be entitled to payments in respect of penalty rates, annual leave, personal/carer's leave, public holidays, bereavement leave, jury service, make-up pay and superannuation arising under this Agreement.
- 5.4.5** A fixed term employee may be given preference in consideration for any full time positions that become available during the period of their fixed term provided they are capable of filling that position.

## **5.5 JUNIORS**

Costa's may employ un-apprenticed juniors in any position, which they are competent to carry out subject to this clause. Unapprenticed juniors will be employed in accordance with clause 20.5 of the Timber Award and as follows.

**5.5.1** The number of employees paid junior rates, shall not exceed the ratio of one employee paid junior rates to four full time adult employees unless otherwise agreed to through the ECC.

**5.5.2** When any junior is engaged they shall, if Costa's requires, provide a certificate or statutory declaration as to their age, and Costa's may rely on such certificate or declaration unless Costa's has notice of its inaccuracy.

## **5.6 TERMINATION OF EMPLOYMENT**

Subject to the provisions of clauses 5.1.2 and 5.6.5 the following provisions relating to termination shall apply:

### **5.6.1 NOTICE OF TERMINATION BY EMPLOYER**

In order to terminate the employment of an employee Costa's shall give to the employee the following notice:

| <b>Period of Continuous Service</b>                     | <b>Period of Notice</b> |
|---|-------------------------|
| * Up to 1 year  | 1 week                  |
| * More than 1 year and up to the completion of 3 years  | 2 weeks                 |
| * More than 3 years and up to the completion of 5 years | 3 weeks                 |
| More than 5 years                                       | 4 weeks                 |

**5.6.1.1** In addition to the notice prescribed above, employees over 45 years of age at the time of the giving of the notice with two or more years' continuous service shall be entitled to an additional week's notice.

**5.6.1.2** Payment in lieu of the notice prescribed above shall be made if the appropriate notice period is not given.

**5.6.1.3** Employment may be terminated by provision of part of the period of notice specified and part payment in lieu.

### **5.6.2 CALCULATION OF PAYMENT**

In calculating any payment in lieu of notice the wages an employee would have received in respect of the ordinary time the employee would have worked during the period of notice had employment not been terminated shall be used.

Any money owed to Costa's from an outstanding staff account shall be deducted from the employee's final payment, in accordance with the deduction authorisation for Costa's Trading Accounts that has been signed by the employee. However, if the employee is facing hardship as a result of their termination, a payback scheme may be implemented if agreed between the employee and Costa's.

### **5.6.3 TIME OFF DURING NOTICE PERIOD**

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

**5.6.4 SUMMARY DISMISSAL, CASUALS, FIXED TERM EMPLOYEES**

The period of notice in clause 5.6.1 shall not apply in the case of dismissal for serious misconduct that justifies instant dismissal, including theft or fraud, assault or wilful damage.

The period of notice in clause 5.6.1 shall also not apply in the case of people employed as casual employees or employees engaged for a specific period of time or for a specific task or tasks.

**5.6.5 NOTICE OF TERMINATION BY EMPLOYEE**

The notice of termination required to be given by an employee shall be the same as that required of Costa's, unless agreed otherwise, except that there shall be no 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 award and the NES, an amount not exceeding the amount the employee would have been paid under the award in respect of the period of notice required by this clause, less any period of notice actually given by the employee

**5.6.6 STATEMENT OF EMPLOYMENT**

Costa's shall, if requested by an employee whose employment has been terminated, provide to the employee a written statement specifying the period of employment and the classification of work performed by the employee.

|            |                                  |
|------------|----------------------------------|
| <b>5.7</b> | <b>ABANDONMENT OF EMPLOYMENT</b> |
|------------|----------------------------------|

**5.7.1** The absence of an employee from work for a continuous period exceeding three working days without the consent of Costa's and without notification to Costa's shall be prima facie evidence that the employee has abandoned their employment.

**5.7.2** Provided that if within a period of seven days after the last attendance at work or the date of the last absence in respect of which notification has been given or consent has been granted an employee has not established to the satisfaction of Costa's that the employee was absent for reasonable cause, the employee shall be deemed to have abandoned the employment.

**5.7.3** Termination of employment by abandonment in accordance with this clause shall operate as from the date of the last attendance at work or the last day's absence in respect of which consent was granted, or the date of the last absence in respect of which notification was given to Costa's whichever is the later.

|            |                   |
|------------|-------------------|
| <b>5.8</b> | <b>REDUNDANCY</b> |
|------------|-------------------|

**5.8.1** This clause shall apply in circumstances where Costa's wishes to restructure operations or eliminate a position or positions and there is no alternative position available for the employee concerned.

**5.8.2** This clause shall not apply where an employee is offered and accepts reasonable alternative employment.

- 5.8.3 Reasonable alternative employment shall be defined as employment in a role/function/job, which the employee is capable or skilled to perform. Being capable or skilled to perform the role/function/job may require further training, before, during or after engagement in alternative employment.
- 5.8.4 Alternative employment offered at a geographically separate location owned by Costa's shall constitute reasonable alternative employment, provided the separate location is not more than 25kms away from the location where the employee works.
- 5.8.5 Any employee whose position is made redundant and who is offered alternative employment shall be entitled to a four week familiarisation period during which they can decide whether to accept or reject the offer of alternative employment. Where an employee elects to reject alternative employment before the expiration of the four-week familiarisation period (and provided that rejection is not unreasonable), they will be entitled to a redundancy payment in accordance with this agreement, provided that such an employee shall not unreasonably reject an offer of alternative employee. The notice period shall commence upon the initial written notification of the redundancy.
- 5.8.7 Selection of employees where positions are to be made redundant is to take into consideration but not limited to the following factors:  
 Employee's length of service  
 Employee's skills and Versatility  
 Employee's volunteering for redundancy
  - ❖ Clause 38 of the Timber Industry Award 2020
  - ❖ Affirmative Action and EEO criteria
  - ❖ Employee's ability to transfer to another position in the current or another location
- 5.8.8 An employee whose position is made redundant is to be paid out Long Service Leave entitlements on a pro rata basis from the 5th completed year of service.
- 5.8.9 Any employee who at the time of being notified of their impending redundancy has 114 hours or more of sick leave will be paid out all sick leaves accumulated over 114 hours, to a maximum of 100 hours.
- 5.8.10 If an employee, under official notice of redundancy dies from whatever cause, then that employee's Nominated beneficiary will receive all the entitlements which the employee would normally have received.
- 5.8.11 An employee whose position is to be made redundant will be given notice in accordance with clause 5.6.1.
- 5.8.12 **SEVERANCE PAYMENTS**  
 An employee made redundant will be entitled to the following redundancy payment.
 

|                             |                              |                          |
|-----------------------------|------------------------------|--------------------------|
| <b>Beginning of Service</b> | <b>Completion of Service</b> | <b>Pay for each year</b> |
| First Year                  | end of 3 <sup>rd</sup> Year  | as per NES               |
| Fourth year                 | end of fifth year            | 2 weeks                  |
| Sixth Year                  | Beyond sixth year            | 3 weeks                  |

Payment will be to a maximum of 52 weeks. Each period of service stands alone and is to be calculated separately.
- 5.8.13 Any employee whose position is made redundant will be given preferential consideration if they apply for a position advertised by Costa's in the



future. However, preferential consideration will only be given for the first 12-month period following the redundancy.

## **5.9 STAND DOWN OF EMPLOYEES**

Costa's may deduct payment for any period the employee cannot be usefully employed because of any strike or because of any breakdown of machinery or because of a stoppage of work for any cause for which the employer cannot reasonably be held responsible.

**5.9.1** The onus of proving reasonableness of the causes shall be on Costa's.

**5.9.2** Where a stand down continues beyond one week, the employee may terminate the employment without notice or forfeiture of a week's wages.

**5.9.3** Costa's shall advise the nominated representative of the employees in writing of the commencement time and possibility of stand down.

## **5.10 EQUAL EMPLOYMENT OPPORTUNITY**

Employers and employees recognise their duty to observe the relevant Federal and State legislation relating to equal opportunity, affirmative action and sexual and racial harassment.

## **5.11 AGREEMENT TO WORK SHORTER WEEKS OR FORTNIGHTS**

**5.11.1.** Where requested by Costa's, a majority of the employees in the workplace or part of the workplace where required may agree to work part-time for any period in the form of a shorter working week or fortnight. Notwithstanding unforeseen and extreme circumstances the operation of a shorter working week or fortnight will be used to secure existing jobs and avert redundancies. With the exception of the reduction in total hours, the configuration of rostered hours for an employee under a shorter working week or fortnight will be the same as the configuration of rostered hours of that individual immediately prior to the commencement of the shorter working week or fortnight.

**5.11.2.** Costa's shall make any request under this clause in writing to all employees setting out the details of the proposed shorter working week or fortnight and the effect that this arrangement will have on employees. A minimum period of 5 working days shall pass from the time that the written request is provided to the time of the proposed commencement of the shorter working week or fortnight.

**5.11.3.** Costa's shall advise the Union of their intent to make any request pursuant to this clause through the consultative mechanisms prescribed by clause 3.6 of this Agreement prior to any such request being made.

**5.11.4.** Any period of part-time work referred to in clause 5.11.1 of this Agreement shall not exceed 6 months and will be reviewed each month by Costa's, the ECC and the Union. Any extension beyond 6 months will be by agreement between Costa's and the affected employees prior to the end of such a period. The onus of proving the necessity of continuing the shorter week or fortnight shall be on Costa's.

**5.11.5.** An employee affected by this clause, shall not have the shorter week or fortnight taken into account for the purpose of calculating the accrual of annual leave, long service leave, personal/carer's leave or compassionate leave. The accrual of the aforementioned leave entitlements shall be calculated as though the employee was still working the hours that he or she was working immediately prior to the commencement of the shorter working week or fortnight.

- 5.11.6. An employee affected by this clause shall not have the shorter week or fortnight taken into account for the purpose of calculating the employer superannuation contributions to be made on their behalf. Employer superannuation contributions shall be calculated as though the employee was still working the hours that he or she was working immediately prior to the commencement of the shorter working week or fortnight.
- 5.11.7. Whilst a shorter week or fortnight is in operation, any requirement for employees to perform work in excess of the agreed hours of the shorter week or fortnight arrangement shall be treated as overtime in accordance with clause 7 of the Agreement.
- 5.11.8. In the event of termination of employment, including as a result of redundancy, during the period of working a shorter week or fortnight, any payment in lieu of the notice period prescribed by clause 5.6.1 or any severance payment made in accordance with clause 5.8.12 shall be calculated as though the employee was still working the hours that he or she was working immediately prior to the commencement of the shorter working week or fortnight.
- 5.11.9. Costa's and the Union may agree to vary the operation of the shorter working week or fortnight for an individual employee or individual employees where it can be demonstrated that the shorter working week or fortnight will place significant financial pressure or other hardship on the employee or employees having regard to personal circumstances and any other relevant factors. Agreement to vary the shorter working week or fortnight pursuant to this sub-clause will not be withheld unreasonably. Costa's and the Union will respect the privacy of individual employees.
- 5.11.10. The dispute resolution procedure prescribed by clause 4 of this Agreement shall apply to any disputes arising from the operation of this clause.

**Clause 6  
SKILLS AND TRAINING**

**6.1 SKILLS BASED GRADE STRUCTURE**

The parties agree to endeavour to implement a skills based classification structure through the ECC process consistent with National Industry, Standards - using the Forest and Forest Products Industry - Manufacturing and Merchandising Sector manual as a guide.

**6.1.1 COMMITMENT TO EXTRA TRAINING**

Costa's will work with the ECC to develop annual training plans for the group. These plans will outline increased training opportunities for Costa's staff and will assist in the clear development of career paths for employees. The training plans will also take into account the needs of the enterprise in expanding the skill set and further developing multi-skilling.

As a part of this process, Costa's will offer each employee skill assessment and recognition (leading to statements of attainment) against the National Competency Standards and where appropriate a nationally recognised (AQF) qualification. Assessments will be registered with FAFPESC Assessment Pty Ltd (or other recognised Registered Training Organisation by agreement between the parties, who will issue the appropriate statements of attainment.

This process will be commenced within 6 months of the signing of this agreement.

## **6.1.2 UTILISATION OF SKILLS, COMPETENCY AND TRAINING**

**6.1.2.1** Costa's may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this Agreement provided that such duties are not designed to promote deskilling.

**6.1.2.2** Costa's may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.

**6.1.2.3** Any direction issued by Costa's pursuant to clause 6.1.2.1 shall be consistent with Costa's responsibilities to provide a safe and healthy working environment.

## **6.1.3 CLASSIFICATION REVIEW**

The parties recognise an employee's right to be classified correctly. In order to ensure that this is the case, within 12 months of signing this agreement all employees will be given the opportunity, through the ECC, to have their classification reviewed. The parties will work together to identify any under or over classification of employees and will rectify any such cases. Should there be a dispute about classification of any employee(s), the parties will first seek the assistance of relevant industry bodies (e.g. Forest works, the employee or employers chosen representatives) and should the dispute remain unresolved, utilise the grievance and disputes procedure outlined in clause 4.

No employee will be disadvantaged as a result of this review.

## **6.1.4 MULTI-SKILLING ARRANGEMENTS**

**6.1.4.1** It is agreed that any barriers that may exist between and within production, sales and administration departments have to be removed. As a consequence of moving to the skills based classification structure, appropriately trained and/or skilled people may be utilised in departments other than their normal departments.

**6.1.4.2** Transfer and training of persons in different departments on a defined fixed term basis will be determined on demand and the need for training will be used as a mechanism for supporting Costa's service objectives. Where a dispute arises from the transfer or rotation of an employee, the issue will be referred to the ECC for any recommendation.

**6.1.4.3** Where such transfers are required the Branch Manager may direct appropriately trained persons to a different department. A person is not to be directed to a different department unless they are competent to perform the task. The Manager shall ensure that individuals are advised of the reasons for their transfer. No employee transferred to a different position as result of the above shall suffer a reduction in their ordinary time earnings.

**6.1.4.4** To support the above flexibility, training will be provided to individuals with the following aims: -

- ❖ Complete multi-skilling and flexibility within current work groups:
- ❖ Seeking to extend this flexibility through multi-skilling between work groups,

|                                       |
|---------------------------------------|
| <b>6.2 ORGANISATIONAL RESTRUCTURE</b> |
|---------------------------------------|

The parties are committed to the concepts of a flatter management structure and improved communications. This includes the devolution of responsibility and accountability and a structure that encourages the acquisition and use of additional skills.

### 6.3 OCCUPATIONAL HEALTH & SAFETY

The parties agree that all employees will work by the legal requirements for occupational health and safety and where necessary participate in occupational health and safety training as part of their induction and that retraining for existing employees will take place periodically in order to ensure safe and effective job performance. This clause is in addition to any existing Health and Safety Agreements and Legislative requirements.

### Clause 7 HOURS OF WORK, ROSTERING, BREAKS, OVERTIME, SHIFTWORK & WEEKEND WORK

Costa's will ensure that the number of existing working hours for weekly paid employees at the time of lodgement of this agreement remain unaltered until agreement is reached to vary the number of hours between Costa's and any affected employee or via the ECC. Managerial prerogative is acknowledged.

### 7.1 ORDINARY HOURS OF WORK

7.1.1 Ordinary hours of work shall be worked in one of the following manners:

- ❖ 38 hours within a work cycle of one week
- ❖ 76 hours within a work cycle of two weeks
- ❖ 114 hours within a work cycle of three weeks
- ❖ 152 hours within a work cycle of four weeks

and may be worked on any day of the week. The appropriate penalty rates shall apply for hours worked on Saturday and Sunday as per clause 7.4.5 of this Agreement.

7.1.2 Times of start and finish of work shall be within the following spread of hours:

| DAYS              | START   | FINISH  |
|-------------------|---------|---------|
| Monday to Friday  | 6.00 am | 8.00 pm |
| Saturday & Sunday | 7.00 am | 4.00 pm |

7.1.3 The ordinary hours of starting and finishing times may be varied in accordance with clause 3 of this Agreement and shall be determined in accordance with clause 7.4 of this Agreement.

7.1.4 The maximum daily hours shall be agreed between Costa's and employees but shall not exceed 12 hours in a single day. Different methods of implementation of the 38-hour week may apply to various groups or sections of Costa's operations.

7.1.5 Trading Hours Christmas Eve & New Year's Eve

Where an employee is rostered to work on either Christmas Eve or New Year's Eve, in the event that the store trading hours are changed resulting in an employees rostered hours being reduced, the employee will be required to make up their hours for that day, this shall be done in agreement with their manager. However, if the employee does not wish to

make up the loss of hours, their net pay will be reduced by the hours not worked.

**7.2 TRUSSES AND FRAME MANUFACTURING DIVISIONS**

**7.2.1 Existing ordinary hours of work and shift loadings shall continue until otherwise determined via agreement between management and the employees of the applicable division.**

**7.2.2 Times of start and finish of work shall be within the following spread of hours:**

| <b>DAYS</b>             | <b>START</b>   | <b>FINISH</b>  |
|-------------------------|----------------|----------------|
| <b>Monday to Friday</b> | <b>6.00 am</b> | <b>9.30 pm</b> |

**7.3 MEAL BREAK**

**7.3.1 A maximum of one hour or such other time as may be agreed upon (minimum 20 minutes) shall be allowed for a lunch break provided that an employee shall not be required to work for more than five hours without a break for a meal.**

**7.3.2 In each location Costa's and the employees shall determine the most suitable spread of hours in which a lunch break should be taken and the duration of the break. If an employee requests to work through their lunch, and a lunch break is not taken, the employee will be permitted to finish work an equivalent time earlier than their normal finishing time. In all other circumstances, clause 19.3 of the award will apply.**

**7.3.3 A paid break of a maximum of ten minutes shall be taken in the morning and afternoon at times that take into consideration the needs of the business.**

**7.4 ROSTERS/ ROSTERING SYSTEM**

**Subject to clause 7.1 the following provision will apply:**

**7.4.1 Notwithstanding the terms of any employees' individual employment arrangement for their working hours, employees in the following positions:**

- ❖ All Retail / Trade Sales positions in both Timber and Hardware**
- ❖ All Yardmen**
- ❖ All Ordermen**
- ❖ Forklift Drivers**
- ❖ All Drivers**

**will be required to work in accordance with a roster, which may include being required to work on Saturdays and Sundays.**

**7.4.2 Under the rostering system as determined, the maximum hours of work constituting an ordinary week's work for a full time employee shall not exceed an average of 38 (thirty-eight) hours per week to be worked up to 5 days per week.**

**7.4.3 The weekly and daily working hours shall be notified in writing by Costa's to the employees at least seven (7) days in advance and Costa's shall determine rosters for the next four weeks.**

**7.4.4 Where a change in rosters will mean a reduction in pay for employees involved then 4 weeks written notice will be given.**

- 7.4.5 Employees who are rostered to work (and do work) on Saturday and/or Sunday will be paid 1.25 times their ordinary rate of pay for Saturday and 1.5 times their ordinary rate of pay for Sunday.
- 7.4.6 Costa's and its employees (either individually or collectively) may agree to vary rosters.
- 7.4.7 Costa's may change employees' rostered hours in the event of an emergency causing an interruption to normal business provided it gives 48 (forty eight) hours notification of the change.
- 7.4.8 Rosters shall determine each 38-hour working period. The parties agree that the ECC may monitor rostering.

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| <b>7.5</b> | <b>ROSTERED DAYS OFF</b> |
|------------|--------------------------|

- 7.5.1 **NOTICE OF ROSTERED DAYS OFF**  
In cases where, by virtue of the arrangement of the ordinary hours of work, an existing employee is entitled to a rostered day off during the work cycle, such employee shall be advised by Costa's at least four weeks in advance of the day to be taken off.
- 7.5.2 **BANKING OF ROSTERED DAYS OFF**  
By agreement between Costa's and an employee, rostered days off may be accumulated (banked) up to a maximum of 3 days and shall be taken in a manner agreed upon between Costa's and the employee.
- 7.5.3 **ROSTERED DAY OFF HOLIDAYS**  
In cases where, by virtue of the arrangement of the ordinary hours of work, the employee is entitled to a day off during the work cycle, the weekday to be taken off shall not coincide with a holiday fixed in accordance with clause 33 of the Timber Industry Award 2020.
- 7.5.4 **SUBSTITUTE DAYS**
- 7.5.4.1 Costa's and an employee may by agreement substitute the day the employees concerned are to take off during a work cycle for another day.
- 7.5.4.2 An apprentice or trainee who is required to attend trade school on a rostered day off shall be entitled to a substitute day as soon as practicable following the attendance at trade school.
- 7.5.5 **PAYMENT FOR WORK ON A ROSTERED DAY OFF**  
Subject to clause 7.5.2 all work performed on a rostered day off by weekly employees on the instructions of Costa's shall be paid for at the rate of time and a half for the first two hours and double time thereafter with a minimum payment of three hours at such rates.

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| <b>7.6</b> | <b>OVERTIME</b> |
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Subject to the NES, Costa's may require an employee to work reasonable overtime and such employee shall work overtime in accordance with such requirements. An individual's particular circumstances will be taken into account prior to applying this clause and reasonable objections by an employee will be considered by Costa's.

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| <b>7.7</b> | <b>ALLOCATION OF OVERTIME</b> |
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In the first instance, overtime will be offered to the employee who normally performs the specific task. In the event that during the performance of such overtime, staff numbers need to be reduced within a store, permanent

employees will be given the first option of remaining at work over casuals. This clause will not require the company to offer work on public holidays to permanent staff as overtime in preference to casuals.

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| <b>7.8</b> | <b>OVERTIME RATES OF PAY</b> |
|------------|------------------------------|

**7.8.1** All time worked by employees in excess of ordinary hours of work as set out in clause 7.1.1 shall be paid for at the rate of time and a half for the first two hours and double time thereafter.

**7.8.2** All time worked by employees outside the spread of hours in clause 7.1.2 shall be paid at the rate of double time.

**7.8.3** In computing overtime each day's work shall stand alone, no overtime shall be paid until the expiration of the employee's agreed number of daily working hours, or where the employee required to work beyond the agreed lunch period as agreed to in clause 7.3.

**7.8.4** **TIME OFF IN LIEU OF OVERTIME**

By agreement with Costa's, employees may take time off in lieu of payment for overtime worked at the appropriate penalty rate for the time worked (i.e. work 2 hours - have 3 hours off, or say work 4 hours and have 7 hours off). The company agrees to print the hours on employees' payslips once a month. Once an employee receives their statement the employee has 8 weeks to use this time or opt to have it accrued to their annual leave. This practice is to commence from the first pay day in January 2011. An employee who takes the time, as TOIL will still be paid superannuation for 38 hours in the week in which TOIL is taken.

Where an employee has elected to take time as TOIL (Time off in Lieu), Costa's will use its best endeavour to communicate this to the employee and their manager in a timely manner.

This notification will be provided by way of a note on the employee's pay slip in the week following the TOIL. Details will be provided to the employee in writing and will include; the opening balance of accumulated TOIL as at the beginning of the pay period, the total of any accumulated TOIL within the pay period less any TOIL taken within that same pay period, thus provide a clear summary of all accumulated TOIL.

In the event that the TOIL owing to an employee is not taken within 8 weeks, it will be added to the employee's Annual Leave Entitlement and will be available as part of the employee's entitlements

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| <b>7.9</b> | <b>REST PERIOD AFTER OVERTIME</b> |
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**7.9.1** When overtime work is necessary, it shall, whenever reasonably practicable, be so arranged that employees have an agreed number of consecutive hours off duty between the work of successive days. The agreed number of hours is to be determined via clause 3 of this Agreement.

**7.9.2** An employee (other than a casual employee) who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day that the employee has not had a least ten consecutive hours off duty between those times shall, subject to this clause, be released after completion of such overtime until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

- 7.9.3 If on the instructions of Costa's an employee resumes or continues work without having had such ten consecutive hours off duty, the employee shall be paid at the rate of double time for such period until released from duty and the employee shall then be entitled to be absent until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

**7.10 MEALS AND MEAL ALLOWANCES**

- 7.10.1 An employee required to work overtime for two hours or more without being notified the day before that the employee will be so required to so work shall either be supplied with a meal by Costa's or paid an allowance of \$15.24 for the first meal and for each subsequent meal after each further four hours' overtime where the employee is required to continue working after each four hours. Such payment need not be made to employees living in the same locality as their place of employment who can reasonably return home for meals.
- 7.10.2 Unless Costa's advises an employee on the previous day that the amount of overtime to be worked will necessitate the partaking of a second or subsequent meal (as the case may be), Costa's shall provide such second and/or subsequent meals or make payment in lieu thereof as above prescribed.

**7.11 CRIB BREAKS OUTSIDE ORDINARY HOURS**

- 7.11.1 An employee working overtime on the instruction of the employer shall be allowed a crib break of twenty (20) minutes with pay after each four and a half (4 1/2) consecutive hours of overtime worked if the employee continues to work after such crib time.
- 7.11.1.1 Unless the period of overtime is two (2) hours or less an employee shall be allowed a meal break of twenty (20) minutes with pay before starting overtime after working ordinary hours.
- 7.11.1.2 Costa's and an employee may agree to any variation of this provision provided that Costa's shall not be required to make any payment in respect of any time allowed in excess of twenty (20) minutes where twenty-four (24) hours' notice has been given.
- 7.11.2 **SATURDAYS**  
An employee working overtime on a Saturday shall be allowed a crib break of twenty (20) minutes with pay after each four and a half hours (4 1/2) of overtime worked if the employee continues work after such crib time. Provided where a day worker on a five (5) day week is required to work overtime on a Saturday the first prescribed crib break shall occur between 10am and 1pm.
- 7.11.3 **SUNDAYS AND PUBLIC HOLIDAYS**  
An employee working on a Sunday or public holiday as overtime shall be allowed a crib break of twenty (20) minutes with pay after each four and a half (4 1/2) hours work, if the employee continues work after such crib break. Provided that where a day worker is required to work on a Sunday or public holiday the first prescribed crib break shall occur between 10am and 1pm.

**7.12 STANDING BY**

Where an employee who is ready willing and able to attend for duty is required by the employer to be in readiness for a call back to work the



employee shall, until released by the employer or notified of the requirement to attend for duty, be paid for standing by time at ordinary rates from the time so held in readiness.

**7.13 CALL BACK**

An employee recalled to work overtime after leaving the employer's business premises (whether notified before or after leaving the premises) shall be paid for a minimum of four (4) hours work at the appropriate rate for the call back except where the employee is entitled to payment for standing by in accordance with clause 7.12 hereof in which case the employee shall be paid for a minimum of three (3) hours work at the appropriate rate.

Except in unforeseen circumstances the employee shall not be required to work the full four (4) hours work if the work the employee was recalled to perform is completed in a shorter period.

**7.14 AMENITIES**

Except as otherwise provided by State Law, Costa's shall provide free of charge to the employees:

- ❖ Suitable dining accommodation containing a radiator or other suitable heater.
- ❖ Suitable lockers
- ❖ Where practicable, boiling water at meal times.
- ❖ Reasonable and sufficient conveniences to enable the employees to wash themselves.
- ❖ Suitable cool drinking water.
- ❖ A rest room suitably furnished

**Clause 8  
LEAVE**

**8.1 ANNUAL LEAVE ENTITLEMENTS**

8.1.1 Annual leave is in accordance with the NES, the award and as follows. The company agrees to approve or reject an employee's leave application within 5 days from the date of the application.

**8.2 LONG SERVICE LEAVE ENTITLEMENTS**

As per the Long Service Leave Act 2018 (Vic)

**8.3 ABSENTEEISM**

8.3.1 An employee or a person on behalf of the employee will call and speak to the appropriate Manager to notify Costa's of their inability to attend work within one hour of the normal commencing time or as soon as practicable (which may be after the leave has commenced)

8.3.2 Costa's may request a medical certificate or a statutory declaration from an employee if the employee is absent on sick leave for 2 or more consecutive days including where any of those days is a public holiday and an RDO and or for a single day absent either before or at the conclusion of any other leave, that a person is absent for sick leave.

8.3.3 Costa's may request a medical certificate for any more than two single days absence, including those listed in 8.3.2 in any one sick leave year based on the employee's anniversary date.

**8.4 PERSONAL/CARER'S LEAVE AND COMPASSIONATE LEAVE**

**8.4.1** All employees covered by this Agreement shall be entitled to paid and unpaid personal/carer's leave in accordance with the National Employment Standards ("the Standards"). Part time employees accrue this leave in proportion to ordinary hours worked. Casual employees are not entitled to any paid personal/carer's leave but may be entitled to unpaid personal/carer's leave.

**8.4.2** All employees covered by this Agreement (except casuals) shall be entitled to compassionate leave in accordance with the Standards. An employee shall be entitled to 2 days paid compassionate leave without loss of ordinary pay per occasion in circumstances of a personal illness or injury that poses a serious threat to the life of, or for the death of, a member of the employee's immediate family or immediate household. Immediate family includes, spouse, former spouse, de-facto or former de-facto spouse, mother, father, child (including an adult child, a step child, an adopted child, or an ex nuptial child) sister, brother, grandparents, grandchildren, parents in law and a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.

**8.4.3** **Payment of untaken personal leave**  
Where an employee has more than 114 hours of accumulated untaken personal leave, the employee is entitled to have a part of that accumulated entitlement paid out. Where an employee elects in writing to have a part of the accrued entitlement paid out the employer shall pay such an employee for any accumulated untaken personal leave exceeding 114 hours, up to a maximum payment of 76 hours per annum. Payment will be made at the basic periodic rate of pay applicable to the employee at that time.

An employee may also elect to have any leave exceeding 114 hours paid into their superannuation fund on an annual basis, providing the employee has made a separate election in writing each year.

The period of personal leave for which the employee has been paid shall not be added to the period of untaken personal leave accrued due to the employee.

The date upon which an employee shall be entitled to payment under this clause shall be the anniversary date of the commencement of the employee's employment each year.

Untaken personal leave of 114 hours which has not been paid out on an annual basis in accordance with this clause will be paid out on termination of employment. An employee may elect to have their unused leave paid into their superannuation fund on termination.

|            |                           |
|------------|---------------------------|
| <b>8.5</b> | <b>BLOOD DONORS LEAVE</b> |
|------------|---------------------------|

A weekly employee who with the consent of Costa's is absent during ordinary working hours for the purpose of donating blood shall not suffer any deduction of pay, up to a maximum of two hours on each occasion and subject to a maximum of four separate absences for the purpose of donating blood each calendar year. Such employee shall arrange as far as practicable for the absence to be as close as possible to the beginning or the ending of the employee's ordinary working hours.

Provided further the employee shall notify Costa's as soon as possible of the time and date upon which the employee is requesting to be absent for the purpose of donating blood.

Proof of the attendance of the employee at a recognized place for the purpose of donating blood, and the duration of such attendance, shall be furnished to the satisfaction of Costa's.

**Clause 9  
SUPERANNUATION**

Costa's will encourage all new employees to be part of a single industry superannuation scheme, that scheme being First Superannuation. Those employees whose superannuation is (at the time of signing this Agreement) with an industry scheme other than First Superannuation may remain with that scheme. This clause does not operate to otherwise prevent contributions being made to a My Super product of a fund of the employee's choice.

An employee may "salary sacrifice" a part of their wages to the relevant superannuation fund. Any wages that an employee elects to salary sacrifice will be paid by Costa's into the employee's superannuation account.

**Clause 10  
RATES OF PAY**

**10.1**

| Costa's Employee Classification | Current Rate | Monday to Friday Rate |
|---------------------------------|--------------|-----------------------|
| 6                               | \$1,105.36   | \$29.0885             |
| 5                               | \$ 1,069.60  | \$28.1474             |
| 4                               | \$ 1,015.47  | \$26.7228             |
| 3                               | \$ 980.38    | \$25.7995             |

**10.2 JUNIORS WAGE INCREASE**

Junior wage increases to be determined using the following % calculations based on the appropriate classification (not lower than Level 2 under the Award) of work being carried out by the particular junior employee:

| Years of age | % of appropriate classification |
|--------------|---------------------------------|
| 16           | 40%                             |
| 17           | 55%                             |
| 18           | 70%                             |
| 19           | 85%                             |
| 20           | 100%                            |

**10.3 NEW RATE PAID FROM FIRST FULL PAY PERIOD FROM 31<sup>st</sup> January 2024 ( 5%)**

Part timers and casuals will have this calculated on the hours they have worked.

| Costa's Employee Classification | Current Rate |
|---------------------------------|--------------|
| 6                               | \$30.5429    |
| 5                               | \$29.5548    |
| 4                               | \$28.0589    |
| 3                               | \$27.0895    |

**10.4 NEW RATE PAID FROM THE FIRST FULL PAY PERIOD FROM 4<sup>th</sup> DECEMBER 2024 (%)4%**

| Costa's Employee Classification | Current Rate |
|---------------------------------|--------------|
| 6                               | \$31.7646    |
| 5                               | \$30.7370    |

|   |           |
|---|-----------|
| 4 | \$29.1813 |
| 3 | \$28.1731 |

**10.5 NEW RATE PAID FROM THE FIRST FULL PAY PERIOD FROM 3<sup>rd</sup> DECEMBER 2025 (3.0%)**

| Costa's Employee Classification | Current Rate |
|---------------------------------|--------------|
| 6                               | \$32.7176    |
| 5                               | \$31.6591    |
| 4                               | \$30.0567    |
| 3                               | \$29.0182    |

**10.6 TRAINING WAGES**

Trainees not to receive any less than the prescribed amount listed here for their age.

**10.7 PAYMENT FOR WORK ON HOLIDAYS**

**10.7.1** Except as prescribed by the Timber Industry Award 2020 clauses 27.1 and 33 all work performed by weekly employees on public holidays, on the instructions of Costa's, shall be paid at the rate of double time and a half with a minimum payment of three hours at such rate.

**10.7.2** Casual employees will be paid at 1.5 the ordinary rate plus their casual loading for working on prescribed public holidays. Refer to Clause 5.3.6 of this Agreement in relation to the Casual Loading.

**10.8 NATIONAL WAGE CASE INCREASES**

Increases in clause 10 are in lieu of any entitlement to increases awarded by the Fair Work Commission during the duration of this Agreement.

**Clause 11  
OBSERVANCE OF AGREEMENT**

**11.1** Costa's shall supply the employee representatives with copy of the award and this Agreement and with all subsequent variations.

**Clause 12  
DISCIPLINARY, COUNSELLING AND TERMINATION OF EMPLOYMENT**

The procedures can only be initiated at supervisor level upwards.

**12.1 DISCIPLINARY PROCEDURES FOR INADEQUATE PERFORMANCE**

Where it becomes necessary for a manager / supervisor to address inadequate performance with an employee the following procedures will be followed:

**12.1.1 Verbal Warning**

In the first instance the manager / supervisor will meet with the employee as soon as practicable to discuss the matter. The meeting should address the following issues:

- ❖ The reason for the warning;
- ❖ The way in which the standard is not being met;
- ❖ The standard required;
- ❖ Suggestions as to what could be done to meet the required standard;

And

- ❖ The review period in which the employee should demonstrate improvement. (This period will depend on the nature of the problem, but should be no longer than two months)

## **12.1.2 First Written Warning**

Following the review period, of if there is a marked further deterioration in the employee's performance, if an employee's performance still does not meet the required standard, a further meeting will be arranged between the employee and the relevant manager / supervisor. Witnesses may be present at this meeting. At the meeting the following should be raised:

- ❖ The required standard of performance;
- ❖ The way in which the employee is not meeting the required standard;
- ❖ The required improvement, along with the period in which the employee should demonstrate the improvement (this will usually not be longer than one month); and
- ❖ Offers of assistance to improve.

**12.1.2.1** The employee will be given the opportunity to address the allegations of poor performance and matters raised by the employee will be considered. The employee will have the opportunity of having a witness of their choice present at the interview.

**12.1.2.2** Immediately following such a meeting, unless the employee's explanation of poor performance is accepted, a letter will be provided to the employee stating that it is a first written warning. The letter should set out the concerns raised at the meeting and the employee's response to the concerns. A copy of this letter will be placed on the employee's personal file.

**12.1.2.3** Such a meeting and written warning may occur prior to the expiry of the agreed review period where the employee's performance has declined since the verbal warning.

## **12.1.3 Second Written Warning (Final Warning)**

**12.1.3.1** If the employee's work performance has not improved by the expiry of the review period, or there is a marked deterioration in the employee's work performance before the expiry of the review period, a second meeting may occur and a second and final written warning may be given. The same issues should be raised as with the first written warning (i.e. the standard required, where the standard is not being met, etc.). The employee will again be given an opportunity to address the issues raised (with a representative present if desired). This may occur prior to the expiry of the agreed review period where the employee's performance has declined since the first written warning.

**12.1.3.2** The letter that constitutes the second written warning will state that it is a final warning and that a failure to improve will lead to dismissal. The letter will also refer to the first written warning.

## **12.1.4 Termination**

Should the employee fail to meet the required standard of performance during the final review period, it may be necessary to terminate the employee's employment.

# **12.2 DISCIPLINARY PROCEDURES FOR ALLEGED MISCONDUCT**

## **12.2.1 TERMINATION OF EMPLOYMENT**

Prior to implementing any component of this section of the policy, supervisors must have exhausted all procedures detailed in the disciplinary policies. The only exception to this will be where the employee is involved in serious misconduct and reference should be made to serious misconduct section.

**12.2.2 Only senior managers can terminate the services of an employee.**

**12.2.3 COVERAGE**

**This policy does not apply to:**

- 'True' casuals who are employed on a casual basis;
- Staff who are serving a probationary period which has been determined in advance; and
- Staff who may be engaged under a contract of employment for a specified period of time or for a specific task.

**12.2.4 Valid reasons for termination of employment**

**a. An employee may only be terminated if there is a valid reason for that termination connected with:**

- The employee's performance;
- The employee's conduct; or
- Staffing requirements of the workplace.

**12.3 SERIOUS MISCONDUCT**

**12.3.1 Serious misconduct is defined as any action that involves dishonesty or imminent and serious harm to the employee or other people (or the real possibility of harm). Other forms of misconduct include:**

- Refusal to carry out lawful and reasonable instructions of a manager/supervisor.
- Conduct which creates a serious threat to the company's reputation or viability or productivity;
- Physically or verbally assaulting a person in the workplace;
- Sexually harassing another employee or customer; or
- Coming to work drunk or affected by illegal drugs.

**12.3.2 If an employee is alleged to have been involved in serious misconduct the supervisor / manager must immediately conduct a proper investigation of the alleged offence. A proper investigation will involve collecting any data relevant to the alleged misconduct and interviewing any witnesses.**

**12.3.3 After the investigation has been completed the supervisor/ manager should meet with the employee. The employee must be given details of the alleged offence and of the investigation into the alleged offence, and be allowed to provide an explanation or mount a defense. The employee will be able to be accompanied by a representative of the employee's choice. The employee may address the issue of the appropriate response to the misconduct.**

**12.3.4 Following the investigation and the meeting with the employee the supervisor/manager should determine whether termination of the employment is appropriate.**

**12.4 TERMINATION PROCEDURES**

**12.4.1 Where it is decided to terminate an employee's services, the following procedures must be followed:**

- The payroll office must be informed of the termination;
- Except in cases of serious misconduct, the senior manager should determine whether the employee is to work out the period of notice or be paid in lieu of notice; notice is to be in accordance with this Agreement;
- The senior manager, accompanied by a supervisor, should inform the employee of the decision to terminate;
- The employee will be provided with a written statement confirming that their employment has been terminated. The statement should also contain a summary of the reason for termination and, a copy of this statement should be placed on the employee's personal file; and

- The supervisor should collect from the employee any company property, which has been in the employee's possession.

**Clause 13  
EXTRA CLAIMS**

- 13.1** Apart from the wage increases specified in this Agreement, there will be no other wage increase granted by Costa's during the life of this Agreement.
- 13.2** During the period of this Agreement, the Construction, Forestry and Maritime Employees Union – Manufacturing Division (CFMMEU) undertakes not to make any claims for any additional benefit whether or not contained in this Agreement.

**Clause 14  
INDIVIDUAL FLEXIBILITY ARRANGEMENTS**

- 14.1** **Employee Representation**  
 Union members are entitled to be represented by their union at every stage of this process. Employees who are not union members may also choose to be represented.  
 If an employee has nominated the Union, or another person, as their representative, the union or other person must be given a reasonable opportunity to participate in negotiations or discussions regarding the proposed making, variation or termination of a flexibility arrangement. Participation by the Union or any other representative does not mean that their consent is required prior to reaching agreement in relation to a flexibility arrangement.
- 14.2** **Agreed Flexibilities**
- 14.3** An employer and an individual employee may agree to an arrangement which varies the effect of certain terms of this agreement to meet the genuine individual needs of the employer and the individual employee. The terms of this agreement which the employer and the individual employee may arrange to vary the effect of are listed below:
- Pay out of personal leave, as long the arrangement does not result in the employee's remaining accrued entitlement to personal leave being less than 15 days and the employee is paid at least the amount that they would have been paid if they had taken the leave which is cashed out.
- 14.4** The employer and the individual employee must have genuinely agreed to the arrangement without coercion or duress. The Employer and individual employee must act in good faith in any discussions or negotiations in relation to an individual flexibility arrangement.
- 14.5** The arrangement between the employer and the individual employee must:
- a) only be about one or more of the terms listed in clause 14.3; and
  - b) result in the employee being better off overall than the employee would have been if no individual flexibility agreement had been agreed to;
  - c) be about matters that would be permitted matters if the arrangement were included in this enterprise agreement; and
  - d) not include a term that would be an unlawful term if the arrangement were included in this enterprise agreement;
  - e) be in writing, name the parties to the arrangement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;

- f) set out each term of this agreement that the employer and the individual employee have agreed to vary the effect of;
  - g) set out how the effect of each term has been varied by the arrangement.
  - h) set out how the arrangement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and
  - i) state the date the arrangement commences to operate.
- 14.6 The employer is responsible for ensuring that all of the requirements of clause 14.5 are met.**
- 14.7 The employer must give the individual employee a copy of the arrangement within 14 days of reaching agreement and keep the agreement as a time and wages record.**
- 14.8 Except as provided in clause e) the agreement must not require the approval or consent of a person other than the employer and the individual employee.**
- 14.9 An employer seeking to enter into an arrangement must provide a written proposal to the employee. Where the employee's understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.**
- 14.10 The arrangement may be terminated:**
- a) by the employer or the individual employee giving 28 days' notice of termination, in writing, to the other party (if the individual employee was represented in negotiating the arrangement the union or other representative, must also be given notice of its proposed termination); or
  - b) at any time, by written agreement between the employer and the individual employee.
- 14.11 Additional Safeguards**
- a) Where the employer initiates discussion in relation to any individual flexibility arrangement that is intended to remain in place for a period longer than 30 days the employer must inform the Union covered by this agreement in writing. When advising the Union of its intention to initiate discussions in relation to a flexibility arrangement the employer must:
    - (i) Include details of the terms of the agreement and the classifications of employees which are proposed to be the subject of the arrangement
    - (ii) Not disclose the name of any employee who will be the subject of the arrangement without the consent of the employee.
  - b) Union involvement in this process does not mean that the consent of the union is required prior to reaching agreement in relation to a flexibility arrangement.
  - c) The employer must provide copies of all flexibility arrangements made under this agreement to the Union covered by this Agreement.
  - d) The operation of this clause is intended to exclude the operation of the individual flexibility arrangement provision included in clause 6 of the Timber Industry Award 2020 which applies in conjunction with this Agreement.



**15. Employee Representation and Union Recognition**

The company will advise each new employee of the unions that have coverage on site and that the company provides payroll deductions for union dues.

The company will arrange for new and existing employees to be introduced to the appropriate union delegate who will be allocated time to explain about the union and provide the employee with information about the union.

**15.1 Delegates Rights**

The company recognises the role of elected union delegates within the enterprise. The employer will treat delegates fairly and to allow them to perform their role as union delegate without any discrimination in their employment. The employer recognises and respects that endorsed union delegates speak on behalf of union members in the workplace.

A union delegate shall have the right to discuss work-related matters of concern of any employee or to convey information relating to the workplace to employees during working hours. The Union delegate shall have the right to prepare for, attend and participate in dispute resolution proceedings and collective bargaining meetings and proceedings on behalf of those they represent, in paid time. The union delegate will not unduly interfere with the work in progress and the supervisor of the shift or section will be informed of the union delegate's intention.

The union delegate shall have access to a telephone, fax and email to contact the union office or to progress enquiries on behalf of a member on work-related matters. The union delegate shall be provided with a suitable lockable cupboard or filing cabinet and facilities to enable the union delegate to keep records, union circulars and documentation to efficiently carry out union responsibilities.

The union delegate shall have the right to place notices on notice boards within the enterprise. Such notices shall be within the policy of and authorised by the Union.

The employer shall not dismiss or injure a union delegate in employment or alter the employee's position to the employee's prejudice because the employee is a union delegate.

The employer shall supply the union delegate with a copy of this Agreement and of the award and with all subsequent variations and will post such Agreement or award on the notice board.

The arrangements for any meeting or discussions arranged by an authorised delegate, including the timing and length of meeting, held in paid time to discuss the application of this Agreement or any other matter will be by agreement of the site manager. The manager will not unreasonably withhold agreement.

**15.2 Payroll Deductions**

For the purpose of payroll deduction; each employee covered by this Agreement who is a union member will be asked to sign an authorisation, if they have not already done so. The company agrees to the payroll deduction of union dues, and to forward deducted dues to the union each month, and shall continue to do so unless requested otherwise by the union.

### **15.3 Access to the Workplace**

**An official of the CFMMEU)Construction, Forestry and Maritime Employees Union-Manufacturing Division may have access to the employer's premises, at any time, for the following purposes connected to this Agreement:**

- a) to represent employees under any term of this Agreement which creates a right to representation;**
- b) to deal with disputes and represent employees under the dispute resolution procedure set out in this Agreement;**
- c) to represent employees and meet with the Employer about the negotiation of a replacement agreement;**
- d) to attend induction meetings for new employees of the company; and**
- e) for any other purpose connected to the relationship between the Union and the employer.**

**Officials will not unduly hinder the productivity of the workplace. The union can, by agreement, hold paid meetings of union members for the purposes associated with this agreement identified above. Management will not unreasonably withhold agreement to paid meetings of union members.**

**However, nothing in this clause provides an official of the Union with a right to enter premises for a purpose which is within Part 3-4 of the Fair Work Act 2009.**

### **15.4 Leave for Union Responsibilities and Training**

**Leave of absence granted for any purpose pursuant to this clause, shall count as service for all purposes of this Agreement.**

**Each employee on leave for any purpose approved in accordance with this clause, shall be paid all ordinary time earnings. For the purpose of this clause "ordinary time earnings" for an employee means the classification rate, over-award payment, superannuation, shift loading and any all-purpose allowances, which otherwise would have been payable.**

**Where an employee is granted paid leave pursuant to this clause and the employee would otherwise be on a Rostered Day Off, on the day for which leave is granted, the employee shall be paid all ordinary time earnings and the Rostered Day Off shall accrue.**

**An employee on night or afternoon shift who is granted paid leave pursuant to this clause to attend training, meetings or other activities during any period outside their ordinary rostered shift shall be granted leave for all the hours in the day and shall not be required to attend or perform their rostered shift.**

**An employee may be required to provide evidence of attendance at the course, meeting or activity to the employer's reasonable satisfaction in order to qualify for payment of leave.**

#### **a) Leave for Union Responsibilities**

**The company recognises that some employees and union delegates are on occasion nominated or elected to fulfil roles within the Construction, Forestry and Maritime Employees – Manufacturing Division (CFMMEU). The nature of these roles usually involves attending union committee of management and executive meetings, or specialist committee meetings on an infrequent basis and associated duties.**

The company agrees that such representatives will be granted paid leave during normal working hours at the written request of the relevant district secretary to fulfil their union duties, on an as needs basis.

#### **b) Trade Union Training**

The parties recognise that workplace harmony and productivity can be diminished by an ineffective and unskilled approach to industrial relations. Accordingly, it is agreed that trade union training for delegates will take place in order to provide union delegates with the skills and knowledge required to address this important issue.

A union delegate is entitled to, and the employer must grant, up to five days paid leave during normal working hours each year to attend trade union courses including courses which are directed at the enhancement of the operation of the dispute resolution procedure in this Agreement and regarding the operation of this Agreement, the Award and the Fair Work Act 2009.

A delegate who participates in training under this clause shall be deemed to have used the equivalent amount of their entitlement to Dispute Resolution Training Leave under the award, on a day for day basis.

The Union must give the employer six weeks' notice, or such shorter period of notice as the employer may agree to accept, of the delegate's intention to attend such courses and the amount of leave to be taken.

The notice to the employer must include details of the type, content and duration of the course to be attended.

The taking of such leave must be arranged having regard to the operational requirements of the employer so as to minimise any adverse effect on those requirements: however, the employer will not unreasonably refuse to grant leave on operational grounds.

#### **c) Consultative Committee Training Provisions**

All ECC representatives will be entitled to a minimum of five days paid leave during normal working hours, each year to attend Union training courses on ECC skills.

Training will be carried out during normal working hours and participants will be paid at their usual rate for that time.

Where it is appropriate, management ECC representatives will be able to participate in joint ECC training. However, management participation in ECC training may only occur with the consent of the Union and employee representatives. Management participation in joint ECC training will only be appropriate where Employee ECC representatives have previously participated in appropriate ECC training, as determined by the Construction, Forestry and Maritime Employees Union – Manufacturing Division (CFMMEU), before participating in joint training with management ECC representatives.

ECC Training Leave shall be in addition to any other training leave entitlement outlined in this agreement or in any applicable Award.

**15.4.1** Nothing in this clause authorises the employer, union or any union delegate to prejudice employees who are not members of the union in their employment or authorises the employer to discriminate against employees who are not union members.

## **CLAUSE 16 DEFINITIONS**

In this Agreement unless the contrary intention appears:

### **"Costa's Employee Level 3"**

Means an employee who performs any or all of the functions described in sub heading "indicative tasks" contained in the general description of Level 3.

### **"Costa's Employee Level 4"**

Means an employee who performs any or all of the functions described in sub heading "indicative tasks" contained in the general description of Level 4.

### **"Costa's Employee Level 5"**

Means an employee who performs any or all of the functions described in sub heading "indicative tasks" contained in the general description of Level 5.

### **"Costa's Employee Level 6"**

Means an employee who performs any or all of the functions described in sub heading "indicative tasks" contained in the general description of Level 6.

### **"Union"**

Means the Construction, Forestry and Maritime Employees Union - – Manufacturing Division (CFMMEU)

### **"Productivity"**

The output of the workforce in terms of definable measures, e.g. equal per man per hour, sales per employee, gross profit per employee, wages to sales.

### **"Efficiency"**

The improvement of work methods and work practices towards an optimum level and determined by industry efficiency indices which examine items such as the waste percentage, wages as a percentage of gross profit, other expenses as a percentage of gross profit and operating profit as a percentage of gross profit.

### **"Profitability"**

A measure of the company's ability to earn an adequate net rate of return on funds employed, and affected directly by

- (1) the control of waste
- (2) the maintenance of gross profit expectations: and
- (3) a lowering of expenses as a percentage to total sales.

Achievement of these measures will be evidence of improved production and will result in increased profitability and will determine the capacity of the company to replace outdated plant and equipment, employ additional staff and incur additional costs. It will therefore be the primary objective under this agreement and will outweigh considerations under any clause within this agreement.

### **"Quality Systems"**

An integrated set of policies, procedures, work instructions and work practices, whereby the company is able to meet the requirements of its customers, by producing and delivering a product or service that is equal in quality to the requirements stated or implied by its customers. The system should lead to certification under the Australian Standards system.

### **"Administration Team"**

The Administration Team is those employees that are employed principally for administrative /clerical duties.

**CLAUSE 17  
SIGNATURES**

For and on behalf of the  
Construction, Forestry and Maritime Employees Union – Manufacturing Division  
Name: Leo Skourdombis

Address: 165 Bouverie Street, Carlton, Vic, 3053.

Capacity to sign: Senior National Assistant Secretary

Signature: 

For and on behalf of Costa's Builders Mart Pty Ltd Capacity to Sign: Director

Name: VITINA B COSTA

Address: SHOP 2, 255 OLD GEELONG ROAD

HOPPERS CROSSING VIC 3029

Signature: 

Need to add 'capacity in which signatory signs' to each

## **COSTA'S EMPLOYEE – LEVEL 3**

### **GENERAL:**

An employee at this level performs work above and beyond the skills of an employee at Level 2 and is competent to perform work within the scope of this level, an employee who is employed under this level and is required to perform all or any of the duties expressed under this level shall be known as a Costa's Employee Level 3.

At this level an employee:

1. Is responsible for the quality of own work subject to general supervision.
2. Works under general supervision either individually or in a team environment.
3. Exercises discretion within own level of skills and training.
4. Operates flexibly, between workstations and machines.
5. May assist skilled trainers in the provision of on-the-job training.
6. Should be given the opportunity, to participate in on-going skills training to enable them to progress to Level 4.

### **INDICATIVE TASKS:**

An employee at this level will perform any or all of the tasks listed below and will be expected after suitable training to operate flexibly between work stations at this level.

1. Tails out, checks timber and docks out faults.
2. Demonstrates basic keyboard skills.
3. Load/unloads vehicles (excluding the use of any mobile lifting equipment).
4. Size and straighten timber to feed dresser.
5. Prepares timber orders and tally timber.
6. Assist tradesperson to carry out duties.
7. Removes and replaces saw blades on dresser.
8. Operates trim saws to eliminate defects.
9. Feeds in and tails out.
10. Collects payment for goods from customer, within the retail operation, exclusive of any duties associated with that of a driver and the collection of money in that capacity.
11. Sell items.
12. Recognise, respond to and resolve customer complaints in line with store policy, utilising skills appropriate to this level.
13. Sets up and operates a range of pre-set wood machines appropriate to this level.
14. Sets up and operates a range of saws including docking saw appropriate to this level.
15. Visually grades timber as required (1).
16. Sharpening saws (no tensioning), hand tools and knives.

17. Assists setting up jigs for standard "A" roof truss appropriate to this level.
18. Assembles roof truss appropriate to this level.
19. Responds to customers routine inquiries and lays out stock for delivery driver.
20. Capable of working in any sectors of a merchant site. Being hardware or timber, utilising skills appropriate to this level and under the general supervision applicable to this level.
21. Assists in setting out store displays.
22. Implement security procedures to minimise shop stealing and fraud.
23. Set up and maintain merchandise presentation to the required store standard in specials, sales and impulsive buying areas, to established standards.
24. Prepare suitable tickets for display to a higher standard than that expected in Level 2.
25. Adjust stock price, monitor stock movement exclusive of the duties and position of store person packer.
26. Identify, account for and record details of stock received, exclusive of the duties and position of store person / packer.
27. Operates docking trim saw to eliminate defects.
28. Receive, sort, open, and distribute process in coming / outgoing mail.
29. Dispatch outgoing courier mail.
30. Complete forms.
31. Take phone messages.
32. Maintain established paper based filing and recording system.
33. Is capable of driving a vehicle not exceeding 4.5 tonnes- gross vehicle mass (GVM).

**NOTE**

- (1) Employees must have completed a recognised visual stress grading course.

**GENERAL DESCRIPTION OF SKILLS REQUIRED:**

In addition to those outlined in Level 2:

1. Ability to interpret and follow plans and procedures.
2. Problem solving skills.
3. Ability to operate machinery/saws/equipment according to prescribed procedures and standards appropriate to this level.
4. Ability to grade timber according to obvious defects and to exercise quality control.
5. Ability to record simple information on lengths and species of timber in writing.
6. Ability to organize and follow correct in store documentation procedures.
7. Ability to communicate clearly.
8. Ability to deal with customer complaints in line with store policy.

9. Ability to demonstrate clear comprehension skills.
10. Ability to demonstrate mathematical skills above and beyond those required in preceding levels.
11. Ability to operate telephone / intercom system, facsimile machine, photocopier, franking machine, adding machine, calculator.
12. Ability to copy type to 25 wpm.
13. Ability to competently and legally drive a motor vehicle as per Indicative Task Description 33.

**GENERAL DESCRIPTION OF KNOWLEDGE REQUIRED:**

In addition to that outlined in Level 2:

1. Knowledge of commonly used timber and hardware, their value and what products they can be used for.
2. Knowledge of storage, stacking and drying technique.
3. Knowledge of the functions and use of saws, machines and equipment for this level.
4. Knowledge of health and safety procedures/regulations appropriate to this level.
5. Knowledge of the industry standards for tasks performed at this level.
6. Knowledge of quality control standards appropriate to this level.
7. Knowledge of appropriate selling techniques.
8. Knowledge of appropriate recording procedures.
9. Knowledge of applicable 'in-house' procedures.
10. Knowledge of applicable road laws.

**LEVEL OF RESPONSIBILITY:**

An employee at this level will operate under general direction for the whole job. Individual tasks will be completed according to clear, set procedures and standards. An employee will be responsible for the quality of work within these limits.

The employee will also be responsible for identifying and solving problems, which occur in the work process the Level 3 worker, is directly responsible for and for identifying and reporting problems outside own work process.

**PROMOTIONAL CRITERIA:**

An employee remains at this level until capable of effectively performing through assessment or appropriate certification the tasks required of the next level so as to enable progress as a position becomes available.



## **COSTA'S EMPLOYEE – LEVEL 4**

### **GENERAL:**

An employee at this level performs work above and beyond the skills of an employee at Level 3 and is competent to perform work within the scope of this level. An employee who is employed under this level and is required to perform all or any of the tasks expressed in this level shall be known as a Costa's Employee Level 4.

At this level an employee: -

1. Works from complex instructions and procedures.
2. May assist skilled trainers in provision of on-the job training.
3. Works in a team environment or works individually under general supervision.
4. Is responsible for assuring the quality of work in their own areas.
5. Should be given the opportunity to participate in on-going skills training to enable progress to Level 5.

### **INDICATIVE TASKS:**

An employee at this level will perform any or all of the tasks listed below. They will be expected, after suitable training, to operate flexibly between workstations at this level.

1. Maintains and fault finds on plant and equipment (including lubrication).
2. Operates mobile equipment to a level higher than Level 3 (1).
3. Demonstrates intermediate keyboard skills, including CNC operations in saw and or machines where operator controls one process only.
4. Responsible for floor security systems/procedures.
5. Grades timber (both quality and stress) (2).
6. Carries out basic stock control - monitoring, ordering, quality control and associated paperwork.
7. Sells goods to customers, collects payments for goods from customers.
8. Maintains delivery schedules.
9. Removes and replaces saw blades on dresser blades.
10. Sets up, monitors and operates band on circular saw.
11. Assembles wall frames and roof trusses appropriate to this level including operation and responsibility for wall frame fabricating machines manually controlled.
12. Sets up, monitors and operates multi-headed square dresser.
13. Sharpens dresser blades.
14. Performs the work of Level 3 but who in addition is engaged and responsible for making up and executing orders of hardware and or other building material, which would include the processing of customer payment.

15. Select grades and marks basic material for re-manufacturing and -from stock for the fulfilment of orders, the employee shall be capable of tallying, measuring and checking before compiling for dispatch.
16. Is capable of working both sectors, hardware or timber, utilising skills appropriate to this level and under the general supervision applicable to this level.
17. Assist customers in selecting appropriate hardware for specific tasks.
18. Operate computerised cash register when processing payments.
19. Able to assist in the supervision of lower level staff within the area of responsibility to the required store standard.
20. Communicate effectively with management peers and staff within the work groups.
21. Implement and maintain store service procedure and standards for:
  - ❖ Customer service
  - ❖ Telephone service
  - ❖ Handling customer complaints
  - ❖ Maintain optimum customer service level
22. Maintain a safe working environment.
23. Implement store security procedures to minimise shop stealing and fraud.
24. Implement store procedures in event of robbery, fire or accident
25. Carry out to the required store standard, correct arrangement and placement of merchandise.
26. Carry out to the required store standard the preparation placement and accuracy of tickets.
27. Within area of responsibility:
  - ❖ Maintain the required stock level on the selling floor
  - ❖ Assist in the supervision of the correct pricing of stock
  - ❖ Assist in the supervision of the counting and recording of stock
  - ❖ Assist in organising and supervising of stocktaking
  - ❖ Account for record and supervise handling of stock received utilising skills applicable to this level
28. Implement store procedure in relation to customer supplier and other store accounts.
29. Transcribe information onto records.
30. Maintain established recording system.
31. Create new files.
32. Index new files.
33. Produce documents/correspondence.
34. Respond to and act upon inquiries in own function area
35. Maintain financial records.

36. Post transaction to ledger.
37. Prepare time and wage records.
38. Prepare spreadsheets.
39. Prepare accounts payable for authorisation.
40. Drives a forklift up to and including 5 tonnes lifting capacity (1).
41. Drives a 2 axle Rigid Vehicle exceeding 4.5 tonnes but not exceeding 13.9 tonnes gross vehicle mass (GVM) (1).

**NOTE:**

- (1) Employees must hold appropriate licenses/certification.
- (2) Employees must have completed an approved training course.

**GENERAL DESCRIPTION OF SKILLS REQUIRED:**

In addition to that outlined in Level 3:

1. Ability to set up and adjust machines to produce a specific product.
2. Ability to drive and operate mobile machinery.
3. Ability to complete clerical tasks.
4. Problem solving skills.
5. Ability to select suitable methods for completing tasks and plan the order in which to complete them
6. Ability to assess timber for cutting giving regard to quality and the purpose it will be used for.
7. Ability to operate electronic cash registers.
8. Sound mathematical skills e.g. ability to calculate volumes and quantities.
9. Sound communication skills e.g. answer questions, explain application of procedures or technical information applicable to timber/hardware usage.
10. Able to demonstrate greater knowledge of hardware products, than displaced in Level 3.
11. Ability to operate switchboard.
12. Ability to operate paging system.
13. Ability to operate typewriter.
14. Ability to operate radiotelephone system.
15. Ability to operate P.C. computer and printer.
16. Ability to operate Dictaphone system.
17. Ability to enter and retrieve data through computer terminal.
18. Ability to use software package in relation to spread sheets/worksheets.

19. Ability to use software word processing package.
20. Ability to copy type to 40 wpm.
21. Ability to drive competently and legally vehicle as indicated in Indicative Task 40 and 41.

**GENERAL DESCRIPTION OF KNOWLEDGE REQUIRED:**

In addition to that outlined in Level 3:

1. Knowledge of saws, Machinery and equipment used at this level.
2. Knowledge of health and safety legislation and procedures to this level.
3. Knowledge of the industry standards for tasks performed at this level.
4. Knowledge of quantitative maths e.g. calculate - Lineal Meters. M2. M3.
5. Knowledge of computer systems.
6. Knowledge of word processing systems.
7. Knowledge of financial recording systems.
8. Knowledge of relevant road laws.

**LEVEL OF RESPONSIBILITY:**

An employee at this level will operate under general direction for the whole job. In completing individual tasks an employee will work to set standards. An employee will be responsible for the quality of work in own area.

The employee will also be responsible for identifying and solving problems, which occur in the work process the Level 4 worker is directly responsible for and in conjunction with other identifying and solving problems in their work area.

**PROMOTIONAL CRITERIA:**

An employee remains at this level until capable of effectively performing through assessment or appropriate certification the tasks required of the next level so as to enable progress as a position becomes available.

## COSTA'S EMPLOYEE – LEVEL 5

### **GENERAL:**

Timber Tradesperson

Merchandising Employee

An employee at this level works above and beyond the skills of an employee at Level 4 and is competent to perform work within the scope of this level, an employee who is employed under this level and is required to perform all or any of the tasks expressed under this level shall be known as a Costa's Employee Level 5.

### **GENERAL:**

At this level an employee:

1. Understands and applies quality control techniques.
2. Exercises good interpersonal and communication skills.
3. Exercises Keyboard skills at a level higher than Level 4.
4. Exercises discretion within the scope of this grade.
5. Performs work under limited supervision either individually or in a team environment.
6. Able to inspect products and/or materials for conformity with established operational standards.
7. Conducts training in conjunction with a skilled trainer as required.

### **TIMBER TRADESPERSON**

A Timber Tradesperson Level I is an employee who holds a Trade Certificate or Tradespersons Rights Certificate as a

|                     |   |                |
|---------------------|---|----------------|
| Timber Tradesperson | - | Grinder        |
| Timber Tradesperson | - | Wood Machinist |
| Timber Tradesperson | - | Wood Turner    |
| Timber Tradesperson | - | Saw doctor     |

and is able to exercise the skills and knowledge of that trade and may be required to supervise other employees.

A Merchandising Employee is an employee who has completed an appropriate retail Merchandising course, or has equivalent industry experience, which can be adequately demonstrated and / or verified. Demonstration and verification competency requirements, which are applicable to tasks and skills included in this description, are exclusive of those trades' skills, which are specific to trades included in this level.

### **INDICATIVE TASKS:**

An employee at this level will perform any or all of the tasks listed below and will be expected, after suitable training, to operate flexibly between workstations at this level.

1. Understands and applies quality control techniques for self and others.
2. Exercises good interpersonal and communication skills.

3. Exercises keyboard skills at a level higher than Level 4.
4. Exercises discretion within the scope of this grade.
5. Performs work under limited supervision either individually or in a team environment
6. Operates all lifting equipment incidental to his/her work.
7. Performs non-trade tasks incidental to his/her work.
8. Performs, work which, while primarily involving the skills of the employee's trade, is incidental or peripheral to the primary task and facilitates the completion of the whole task. Such incidental or peripheral work would not require additional formal technical training.
9. Inspects products and/or materials for conformity with established operational standards as required.
10. Sets up, monitors and operates range of pre-set wood machines appropriate to this level including multi-headed square dresser.
11. Set up truss jigs.
12. Prepare accounts payable for authorisation.
13. Apply a working knowledge of organisations products / service.
14. Reconcile financial accounts.
15. Is capable of driving a 3 axle rigid vehicle exceeding 13.9 tonnes GVM up to 8 tonnes capacity (1).
16. Is capable of driving a forklift over 5 tonnes up to and including 10 tonnes lifting capacity (1).

**NOTE**

- (1) Employee must hold an appropriate certificate / license.

**GENERAL DESCRIPTIONS OF SKILLS REQUIRED:**

1. Ability to perform tasks associated with applicable trade qualification (provided employee is a tradesperson).
2. Ability to perform work under limited supervision.
3. Ability to communicate clearly.
4. Ability to assess products and material to comply with established operational standards.
5. Ability to make decisions regarding work process and implement them in own work area.
6. Ability to use judgement based on experience to optimise productivity in own work area.
7. Ability to supervise workers in the training situation
8. Ability to set up, operate and monitor mechanical and CNC equipment used in work area.
9. Ability to work to standards requiring precision and attention to detail.
10. Problem solving skills.

11. Ability to format complex documents.
12. Ability to develop new basic databases or spread sheet models.
13. Ability to perform reconciliation.
14. Ability to use software packages to apply advanced functions.
15. Ability to produce financial statements.
16. Ability to maintain financial records.
17. Ability to competently and legally drive a motor vehicle as indicated in Indicative Task 15 and 16.

**GENERAL DESCRIPTION OF KNOWLEDGE REQUIRED:**

In addition to those outlined in Level 4:

1. Detailed knowledge of the sector and work undertaken at the enterprise.
2. Understanding of quality control techniques.
3. Knowledge of industry standards for product and/or materials.
4. Thorough knowledge of equipment/machinery used in the work area
5. Knowledge of occupational health safety techniques and legislation for work undertaken at this level.
6. Detailed knowledge of product used.
7. Knowledge of training principles and practices.
8. Knowledge of relevant road laws.

**LEVEL OF RESPONSIBILITY:**

An employee at this level has greater responsibility than those at Level 4 in that the employee may be responsible for the work of others through the Monitoring role. The employee will be responsible for work outcomes regarding quantity and quality in own area, including their own work and the work of others. The employee may be required to supervise others in groups in the training situation. An employee at this level will be required to exercise discretion in the planning and carrying out of work.

The employee will also be responsible with others for identifying and solving problems in their work areas if supervising others for initiating, coordinating and monitoring problem solving in own work area: for identifying and reporting problems in other work areas where they affect activity in own work area.

**PROMOTIONAL CRITERIA:**

An employee remains at this level until capable of effectively performing through assessment of appropriate certification the tasks required of the next level so as to enable progress as a position becomes available.

## **COSTA'S EMPLOYEE – LEVEL 6**

### **GENERAL:**

A Timber Tradesperson Level 6 is a Saw Doctor Tradesperson/Senior Store Merchandising Employee who has completed an appropriate post trade course in maintaining high tension saws and stellate tipping or a Wood Machinist Tradesperson who has completed an appropriate post trade course (or equivalent in CNC and PLC machinery operations and CAD design systems and has completed an appropriate Retail Merchandising course above and beyond that required in Level 5. An employee who is employed under this level and is required to perform all or any of the tasks expressed under this level shall be known as a Costa's Employee Level 6.

A Timber Tradesperson Level 6/Merchandising Employee works above and beyond the skills of a tradesperson/merchandising employee at Level 5 and is competent to perform work within the scope of this level.

### **INDICATIVE TASKS:**

An employee at this level will perform any or all of the tasks listed below and will be expected, after suitable training, to operate flexibly between workstations at this level.

1. Exercises the skills attained through satisfactory completion of the training prescribed for this classification subject to the standards of this Award.
2. Exercises discretion within the scope of this grade.
3. Works under limited supervision either individually or in a team environment.
4. Understands and implements quality control techniques.
5. Provides trade guidance and assistance as part of a work team.
6. Exercises trade skills relevant to the specific requirements of the enterprise at level higher than timber tradesperson level 5.
7. Supervision and training of employees as required.
8. Ability to plan, conduct and evaluate training both on and off the job, one to one and in groups.
9. Evaluate the effectiveness of and recommend alternative course of action for merchandising in relation to adequacy of merchandise classifications problem stock space allocation.
10. Plan and implement a major promotion and or special event.
11. Assists in determining staffing requirements.
12. Assists in maintaining required personnel records.
13. Assists in developing staff rosters.
14. Assist in preparing budgets for sales and stock.
15. Assist in calculating and analyse figures in relation to sales performance and profitability.
16. Within area of responsibility:
17. Determines training needs and assisting management in the preparation of appropriate training plan



19. Evaluate and make recommendations in relations to the effective placement and presentation of merchandise, Signage and ticketing
20. Organise and supervise merchandise displays.
21. Supervise identification of stock required on selling floor within area of responsibility
22. Order and supervise ordering of stock.
23. Effectively communicate with store buyers/suppliers in relation to stock requirements
24. Organises and supervises staff within area of responsibility support of store advertising and promotion in relation to merchandise presentation and display and staff
25. Operates a wide range of complex machines, saws and or equipment in the work place.
26. Exercises the skills attained through satisfactory completion of the training prescribed for this classification subject to the standards of this award.
27. Exercises discretion within the scope of this grade.
28. Works under limited supervision individually or in a team environment
29. Understands and implements quality control techniques.
30. Supervision and training of employees, as required.
31. Ability to plan, conduct and evaluate training both on and off the job, one to one and in groups.

**GENERAL DESCRIPTION OF SKILLS REQUIRED:**

In addition to those outlined in Level 5:

1. Ability to plan work for self and others.
2. Problem solving skills.
3. Ability to apply quality control techniques to the work of self and others.
4. Ability to plan conduct and evaluate training both on and off the job one to one and in groups.
5. Highly effective interpersonal and communication skills.
6. Ability to apply relevant legislation to work of self and others.
7. Ability to exercise Level 6 skills.

**GENERAL DESCRIPTION OF KNOWLEDGE REQUIRED:**

In addition to those outlined in Level 5:

1. Detailed knowledge of the sector and work undertaken at the enterprise.
2. In-depth knowledge of health and safety regulations and procedures relevant to this level.
3. Knowledge of training principles and practices.
4. Knowledge of CAD/CAM operations.

**LEVEL OF RESPONSIBILITY**

An employee at this level will be responsible, in conjunction with others, for identifying and solving problems in own work area. If supervising others the employee will be responsible for initiating, coordinating and monitoring problem solving in own work area. They will be responsible for identifying and reporting problems in other work areas where they affect activity in own work area. They will be required to provide information and data to management to assist in the preparation of budgets financial reports or sales reports.

## **Costa's Occupational Health & Safety Policy – Working in Heat**

Costa's has a duty under the Occupational Health & Safety Act 2004 to "provide and maintain so far as is practicable for employees a working environment that is safe and without risks to health". This requires heat illness hazards at work to be identified, assessed and controlled.

Throughout the summer months there is occasionally a day or a run of days where the temperature is high enough to cause heat stress and other health and safety problems. This policy provides the agreed guidelines for protecting health and safety during periods of seasonal heat.

Other effects of increased seasonal heat can include:

- ❖ Sweaty hands causing a loss of grip while handling tools;
- ❖ Falls and trips due to fainting or fatigue;
- ❖ Reduced concentration leading to errors and mistakes;
- ❖ Heat interacting with other hazards such as chemicals and manual handling; and
- ❖ Increased discomfort while wearing protective clothing and equipment, e.g. fogging of safety glasses. Employees may be tempted to work without protective clothing & equipment if it is uncomfortable to wear or use the clothing and equipment.

Heat illness should be distinguished from heat discomfort. Heat illness is potentially fatal. Heat discomfort is simply how we feel when it is hot. However, the same conditions that produce heat discomfort can also lead to heat illness.

**Definitions:**

### **Heat Illness**

Heat illness covers a range of medical conditions that can arise when the body is unable to properly cope with working in heat. The effects are generally acute (short term), but they can be dangerous.

These conditions include:

- ❖ Heat stroke (a potentially life-threatening condition that requires immediate first aid and medical attention);
- ❖ Symptoms include hot, dry skin, rapidly rising body temperature, collapse, loss of consciousness, convulsions.
- ❖ Heat exhaustion;
- ❖ Dehydration following profuse sweating causes clammy, moist skin, weakness and fatigue, nausea, vomiting, headaches & giddiness. Fainting may occur.
- ❖ Heat cramps;
- ❖ Muscle spasms resulting from profuse sweating without restoration of the body's salt / water balance.
- ❖ Prickly heat;
- ❖ Heat fatigue; and
- ❖ Worsening of pre-existing illnesses and conditions.
- ❖ Heat increases the load on the heart, so people with high blood pressure, or a pre-existing heart conditions are particularly vulnerable to the effects of heat.

### **Heat Discomfort**

Heat discomfort is not a Medical condition. It is the discomfort experienced by most people when it is hot. In many cases, although we feel considerable discomfort, the work conditions are such that we face, no significant risk of succumbing to the serious health and safety problems of heat illness.

### **Risk of Heat Illness Occurring**

The presence of the following factors may indicate a risk of heat illness occurring at a workplace or in a particular job or task:

- ❖ The work is physical;
- ❖ The employee has little or no control over his or her work flow (i.e. he or she can't decide when-they are going to take a short rest);

- ❖ High temperatures;
- ❖ Radiant heat, e.g. from the sun;
- ❖ High humidity;
- ❖ Need to wear a lot of clothing, e.g. overalls, safety boots, all-over clothing;
- ❖ Employees are overweight, physically unfit, have heart / circulatory / skin diseases, are dehydrated, use certain medicines;
- ❖ Employees are inexperienced in working in heat;
- ❖ There is a heat wave in progress; or
- ❖ Employees have suffered from heat illness in the past.

People who work indoors and sit a lot, for example, office employees are very unlikely to be at risk of suffering heat illness.

### Costa's Heat Alert Program

The following guidelines should be used throughout the summer weather, regardless of the temperature. The guidelines should be followed, bearing in mind that Costa's hardware stores are retail outlets, and customer service does need to be available during all opening hours.

- ❖ If the weather forecast predicts a hot spell, a Heat Alert will be declared. The declaration of a Heat Alert should prompt employees to wear loose fitting, light clothing and to drink extra water throughout the day.
- ❖ Cool palatable water will be provided at all stores.
- ❖ Where possible and practicable, employees will not be asked to work in the full sun. For example, employees may be asked to work inside, or in a shaded area.
- ❖ Depending on the customer requirements, the work schedule may be altered so heavy work occurs during cooler times of the day.
- ❖ Employees will be permitted, within reason, to adapt the pace of work to the weather during the hotter parts of the day to decrease the risk of heat illness.
- ❖ Extra-rest breaks will be allowed, and employees will be provided with a cool, well-ventilated place to sit during the rest breaks. The extra breaks, will be taken on a rotating basis to maintain customer service at all times.
- ❖ The cool, well-ventilated place for rest breaks will be air-conditioned where practicable. Otherwise, Costa's will provide a fan to ensure movement of air around the room.

#### 6.4 Temperature Extremes.

Prior to summer and prior to winter a site wide audit to identify the hazards of working in temperature extremes will be conducted by a committee comprising the relevant OH&S Representatives, the Union delegates and management representatives. All hazards will be identified, the risk assessed and control measures will be agreed upon and implemented.

The audit will be documented including recording what hazards were identified, the risk assessment, the agreed control measures implemented or proposed and the time frame for implementation. This report will also be tabled at the ECC and a copy forwarded to the Union.

#### Managers and employees should:

- ❖ Work at a sensible pace;
- ❖ Know the warning symptoms of heat illness and self-monitor as they work;
- ❖ Drink a cup of clean, cool palatable fluid, preferably water, every 20 minutes or so;
- ❖ Rest in a cool well-ventilated area and drink cool fluids if symptoms occur; and
- ❖ Seek first aid if symptoms do not reduce rapidly.

## **CFMEU Anti-Bully & Harassment Policy**

### **ANTI-BULLYING & HARASSMENT**

#### **1.1 Health and Safety and Workplace Bullying**

- (a)** An employer must, so far as is reasonably practicable, provide and maintain for employees of the employer a working environment that is safe and without risks to health.
- (b)** The Employer must take all reasonably practicable steps to prevent and stop workplace bullying.
- (c)** Preventative measures will include but are not limited to:
  - (i)** The development of a workplace bullying policy
  - (ii)** Workplace training on what constitutes bullying, how to report bullying and how to respond to bullying
- (d)** To help maintain a healthy and safe workplace the Employer must adhere to the following obligations in responding to any allegations of workplace bullying:
  - (i)** Treat all complaints seriously and on their merits
  - (ii)** Consult all relevant parties to a complaint
  - (iii)** Remain impartial
  - (iv)** Act quickly to deal with any complaints including conducting a fair, proper, impartial investigation
  - (v)** Keep records of all investigations and meetings
  - (vi)** Provide adequate support to victims in any meetings or investigation process (e.g. OHS rep, union rep or any other support person of their choice)
  - (vii)** Outline the reasons and timeline of any process to be taken

This policy was reviewed and approved on 11 December 2023 by:



**DRUG & ALCOHOL POLICY**

**IMPLEMENTED: December 2023**

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## **1. OBJECTIVES**

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1.1. Costas Mitre 10 [ABN 83 006 275 181] (**'Company'**) is committed to ensuring so far as reasonably practicable the health and safety of every Worker and visitor to the Company's workplace, safe working conditions, and to the safe operation of all equipment in the workplace. For that reason, the Company has adopted this Drug and Alcohol Policy (**'Policy'**), which prohibits all Workers at all levels, from working or conducting Company business under the influence of drugs or alcohol.

1.2. For the purpose of this Policy, the following definitions apply:

**'Alcohol'** means any alcoholic beverage, including but not limited to liqueurs, spirits, wine or beer;

**'Disciplinary Action'** includes any disciplinary action that may be lawfully taken against a Worker, including but not limited to any sanction up to and including termination of employment or engagement (with or without notice), or a direction to leave and not return to the workplace or site (if the Worker is an employee of a contractor). Any Disciplinary Action will be taken in accordance with the Company's Enterprise Agreement – *Costa's Builders Mart Pty. Ltd. Enterprise Bargaining Agreement 2023-2026*.

**'Drugs'** means any mind-altering or legally-controlled substance. This includes any illicit or other drugs listed in the relevant State, Territory or Commonwealth legislation in the State(s) and/or Territories(s) in which the Company operates and any drugs listed in the AS/NZS 4308:2008 which prescribes the procedures for the collection and quantitation of drugs in urine and AS 4760:2019 which prescribes the procedures for the specimen collection and quantitation of drugs in oral fluid, or any successor standards. The Company may also include drugs other than those listed in the above standards, such as those drugs referred to as "designer drugs", including (but not limited to) synthetic cannabinoids and herbal highs, as well as other synthetic drugs such as opioids, hallucinogens, piperazines, stimulants and sedatives in the definition of "drugs";

**'Non-negative'** means the presence of a drug class or metabolite cannot be excluded using an on-site drug screening device. Non-negative results require further confirmation testing;

**'Positive'** means a positive result following confirmation testing by a NATA-accredited laboratory;



**'Relevant Standard'** means:

- (a) for drug testing, the current Australian Standard which sets out the procedures for the collection of a specimen and the detection and quantitation of drugs in either urine (AS/NZS 4308:2008 or a successor Standard) or oral fluid (AS 4760:2019 or a successor Standard), the procedures for which are set out at

**Schedule A** to this Policy; and

- (b) for alcohol testing, the current Australian Standard for breath alcohol testing devices (AS 3547:2019);

**'Under the influence of'** means being affected or impaired by, either mentally or physically, and includes being at a substantial risk of being affected or impaired; and

**'Worker'** means a person employed or engaged by the company, including but not limited to employees, contractors, and employees of contractors.

1.3. Workers are prohibited from:

- (a) working or conducting Company business under the influence of drugs or alcohol; or
- (b) except as provided at paragraph 1.4 below, using, possessing, distributing or consuming drugs or alcohol on Company property (including a Company vehicle) during work time; or
- (c) driving or operating a Company vehicle under the influence of drugs or alcohol at any time; or
- (d) using or consuming drugs (including prescribed drugs) or alcohol when off- duty if it would result in the Worker reporting to work or performing duties under the influence of drugs or alcohol.

1.4. Alcoholic beverages may be served or consumed at social events in designated areas, and for work related functions, with prior approval of the Company. Workers must abide by this Policy at any social event or work-related function at which alcoholic beverages are served. Workers are responsible for ensuring that they remain in a condition to be able to get home safely. Workers will not be required to return to work following consumption of alcohol at an approved work related social event.

## 2. RESPONSIBILITY FOR ENFORCEMENT

- 2.1. All Workers are responsible for ensuring their own compliance with this Policy.
- 2.2. If a Worker reasonably suspects that another Worker is in breach of this Policy, the Worker must immediately report their concerns to any supervisor or manager.
- 2.3. Workers taking any medication that could potentially create a risk of impairment (whether prescription or over the counter or otherwise) must ask their medical practitioner whether such medication creates a risk of impairment in the context of the performance of the Worker's duties. If the medication does create such a risk, the Worker must advise the Company prior to performing any duties.
- 2.4. Workers taking any medication pursuant to a prescription must ensure that the prescription is current and, valid. Workers may be required to provide verification to the Company of the prescription.
- 2.5. Managers are expected to monitor their own staff, and to investigate situations that may breach this Policy. Appropriate steps should be taken to deal with the Worker if the Manager:
  - (a) observes a Worker using drugs or alcohol;
  - (b) finds evidence that a Worker has used drugs or alcohol; or
  - (c) suspects, on reasonable grounds such as those listed as reasonable cause indicators as **Schedule B** to this Policy, that a Worker is under the influence of drugs or alcohol.
- 2.6. All referrals, suspensions, terminations and/or Disciplinary Action should take place in conjunction with advice from Human Resources.

## 3. WORKER ASSISTANCE

- 3.1. If a Worker believes he/she has a drug or alcohol problem that is affecting their work, the Company encourages Workers to ask for help from Human Resources at an early stage (that is, before the Worker is the subject of testing), without fear of reprisal. Discussions will be kept confidential. The Company will try to help the Worker resolve the problem, including by referring the Worker to appropriate community resources where appropriate.
- 3.2. By agreement, an employee of the Company may take unpaid leave to participate in a drug and alcohol rehabilitation or treatment programme. The

employee's return to work after successful completion of the course of treatment will be subject to the Company's reasonable directions based on medical evidence available to it. The employee may also be required to complete a course of follow-up treatment and return a negative drug and/or alcohol test before being permitted to return to work.

#### **4. DRUG AND ALCOHOL TESTING**

##### **4.1. Pre-employment/engagement testing**

All applicants may be required to undergo a drug and alcohol screening test before being employed or engaged as a Worker. If an applicant fails the test, he/she may not be considered for appointment or, if the applicant has already been appointed, the employment/engagement may be terminated without notice.

##### **4.2. Testing during employment/engagement**

During employment or engagement, the Company may require a Worker to undergo a drug and alcohol test to monitor compliance with this Policy. The Company may require a Worker to undergo drug and alcohol testing on any of the following occasions:

- (a) If the Company suspects, on reasonable grounds that a Worker is working under the influence of drugs or alcohol. Reasonable grounds for testing can be established if a Worker's behaviour, actions or conduct (whether directly observed by the Company or reported to the Company) suggest that the Worker is under the influence of drugs and/or alcohol. In order to establish whether reasonable grounds exist, the Company may use observational components of the Comprehensive Substance Identification Protocols ('**CSI assessment**') by an assessor who holds current certification from the Drug Detection Agency ('**TDDA**'). The process will be that the employees direct supervisor will consult with the OHS representative and the HR Manager the grounds on which they believe the employee is affected by drugs and/or alcohol and whether a drug and alcohol tests should be conducted, and a determination made after that consultative discussion.
  
- (b) Due to the potentially dangerous nature of many aspects of the Company's work, random testing may be conducted for anyone employed or engaged in a safety-sensitive position. The term "safety-sensitive position" refers to any area or role that contains any hazard,

or where there is the potential for an accident or incident to cause injury, harm, serious harm, or damage to property, plant or equipment. Safety-sensitive positions include, but are not limited to, those set out at **Schedule D** to this Policy.

Please note that random test selection means that some Workers may not be picked to be tested at all, some Workers may be tested once, and other Workers may be tested more than once. The selection process for random testing will be completed by an independent authorised service provider.

- (c) If there is an incident, injury, accident, near miss or plant, product or property damage involving potential compromise of health and safety standards and a Worker's actions, or lack of action, may have been a direct or indirect contributory factor.
- (d) The Company's clients or customers, or prospective clients or customers, may request that a Worker submit to drug and alcohol testing due to suspecting on reasonable grounds that the Worker is under the influence of alcohol or drugs whilst performing their duties. Assessment of such reasonable grounds will be based on the client or customer identifying behaviour or physical symptoms in line with reasonable cause indicators set out in **Schedule B** to this Policy.

#### 4.3. Testing

- (a) Drug and alcohol testing will be performed at the Company's expense by The Drug Detection Agency ('**TDDA**'), or an equivalent provider, or by its Nominated registered medical practitioner. Testing will be done in such a way as to respect the Worker's privacy and confidentiality. Test results will be treated as highly confidential.
- (b) The Company and/or its nominated testing agent may, in its/their absolute discretion, amend or vary the testing procedures set out below. This may occur when the AS/NZS 4308:2008 or AS 4760:2019 dictate a different procedure should apply; when the circumstances require it; or when otherwise deemed desirable.

#### 4.4. Drug Testing Procedure

- (a) The drug testing procedure is likely to involve oral fluid testing. The testing processes will comply with the Relevant Standard.
- (b) The drug testing procedure is set out in **Schedule A** to this policy.

- (c) Where a Worker undergoes testing for drugs, the Worker consents to any specimen being subject to testing by an accredited laboratory, even when a negative result is returned on initial testing.
- (d) For all drug testing the report from an accredited laboratory will record a positive or negative test result and may report the levels of the drug and/or metabolite concerned. Levels of a drug and/or metabolite in a specimen should only be provided to a Medical Review Officer or qualified toxicologist at an accredited laboratory for the purpose of determining a positive or negative result.

#### 4.5. Alcohol Testing Procedure

The breath alcohol test will be conducted using an approved testing device which meets the Australian Standard: AS 3547:2019 “Breath Alcohol Testing Devices for Personal Use” (or successor Standard). This requires the Worker to blow into the device using a disposable mouthpiece.

Blood Alcohol Concentration (**‘BAC’**) is the concentration of alcohol in the bloodstream expressed in grams of alcohol per 100ml of blood.

#### 4.6. Zero Tolerance

Workers who are employed or engaged in a safety-sensitive position as set out in **Schedule D** to this Policy are subject to zero-tolerance (that is, they must not record any BAC).

- If the **first** initial reading records any level of BAC (in other words, any number other than 0) the result is deemed to be “detectable”.
- Following a “detectable” test, a confirmatory test on the same device is performed after 15 minutes using a new mouthpiece.

- If the confirmatory test result records any level of BAC, the test is deemed to be a positive breath alcohol test and the individual removed to a safe place.

#### 4.7. Cheating on a drug and/or alcohol test

- (a) If a Worker "cheats" on a drug and/or alcohol test or attempts to compromise the integrity of a specimen when taking a drug test (for example by providing a specimen that is not his or her own, or by use of a masking agent), or the person conducting the testing has reasonable grounds to suspect that the Worker has tampered with a specimen, then the Company may take Disciplinary Action against the Worker.
- (b) If the Worker provides a specimen that is "cool" (not within acceptable temperature testing range meaning that the Company cannot verify it was provided by the Worker), or the specimen is otherwise compromised, this will be treated as a failed test due to being compromised by the Worker (i.e. positive result) and the Company may take Disciplinary Action against the Worker. At the Company's discretion, the Worker may be provided with one further opportunity to provide a specimen.

#### 4.8. Refusal to take a drug and/or alcohol test

- (a) If a Worker is required to take a drug and/or alcohol test, and refuses to do so, the Worker should first explain the refusal. The Company will consider any explanation given. In its sole discretion, if the Company considers the explanation is unacceptable or unreasonable in the circumstances, then the Company will instruct the Worker to take the drug and/or alcohol test once again. If the Worker again refuses to take the test, the Company may take Disciplinary Action against the Worker.
- (b) The Worker must provide his/her specimen for drug testing within 15 minutes from the time that the request has been made by the authorised collector. In relation to alcohol testing, the Worker must comply with a request for a breath alcohol test within 15 minutes from the time the request has been made by the authorised collector. Failure to comply with such timeframes may result in Disciplinary Action against the Worker.

## **5. DRUG AND ALCOHOL TEST RESULTS**

- 5.1. A copy of the results of any drug and/or alcohol test will be provided to Human Resources . Results may be used in evidence or disclosed in disciplinary or legal proceedings, may be provided to any relevant Workers Compensation provider or insurer, and may be provided to any client/customer of the Company who requests them if the testing has been undertaken at the client/customer's request or it is directly relevant to the operation of the client/customer's business. In all other respects, material and information used or obtained from testing will be kept strictly confidential.
- 5.2. Workers should note that the test may not measure the degree to which he/she is under the influence of drugs or alcohol. If a test indicates the presence of drugs or alcohol, then the Worker will be deemed to be under the influence of drugs or alcohol in breach of this Policy.
- 5.3. If a Worker tests positive for drugs, and the Company proposes to refer them to an appropriate service for rehabilitation treatment; or pursue Disciplinary Action, then the Worker is entitled to challenge the results and obtain an independent analysis of the sample (at the Worker's own expense).
- 5.4. Suspension if non-negative drug test
  - (a) If an employee returns a non-negative result in relation to his/her drug test, the Company may suspend the employee on ordinary pay until receipt of confirmation of the test result.
  - (b) If the employee's drug test confirmation result is negative, the employee may immediately return to full duties.
  - (c) If a contractor or employee of a contractor returns a non-negative result in relation to his/her drug test, the Company may suspend performance of the contract until receipt of confirmation of the result.

## **6. BREACH OF THE DRUG AND ALCOHOL POLICY**

- 6.1. The Company will enforce this Policy strictly. A breach of this Policy may result in Disciplinary Action in line with the current EBA Agreement.
- 6.2. If this Policy is breached, the Company may, in relation to employees:

- (a) Direct the employee to leave the workplace and not return to work for such period as may be reasonably necessary. This will be at least as long as required for the employee to recover from the influence of drugs or alcohol.
  - (b) Require the employee, at his/her own expense, to undergo a further drug and alcohol screening test, and return a negative result, before permitting the employee to return to work.
  - (c) Take Disciplinary Action against the employee up to and including dismissal. The nature and severity of the violation, and whether there has been previous breaches of this Policy, should be considered in determining the particular Disciplinary Action taken.
  - (d) Minor first offences may result in a first and final written warning and/or referral for substance abuse education/evaluation/treatment.
  - (e) Repeated or more serious offences may result in a final written warning, demotion, or dismissal from employment (with or without notice).
- 6.3. If this Policy is breached, the Company (and/or its insurer) may, at its sole discretion, require the Worker to indemnify the Company for any and all costs arising out of or in connection with the drug and/or alcohol test.
- 6.4. If a Worker is suspected of being under the influence of drugs or alcohol, they will not be permitted to drive their personal vehicle, or a Company vehicle, including from the Company premises to home. This is both to protect the Worker's own personal safety, and the health and safety of others. Workers will be required to make other arrangements to be transported home and do so at the companies expense.
- 6.5. Where the Worker self-refers to support or rehabilitation services, reports their conduct to the Company or takes any other proactive steps to address their conduct in breach of this Policy before testing is conducted, the Company may decide not to take Disciplinary Action against the Worker. This will be at the Company's sole discretion.

## **7. REHABILITATION**

- 7.1. If an employee returns a positive or non-negative test, the Company may, in its sole discretion, permit him/her to continue in their employment, subject to the requirement that they participate in a Drug and Alcohol Rehabilitation Programme, if applicable. Failure to take part or complete the programme may result in Disciplinary Action. The employee may be



suspended from his/her duties or allocated alternative duties during the programme (at the Company's sole discretion).

7.2. For all employees returning a positive or non-negative test, the Company may, in its sole discretion, fund an initial assessment by a rehabilitation provider nominated or approved by the Company.

7.3. Procedure

(a) Where the employee agrees to participate in rehabilitation, the employee must sign an agreement (see **Schedule C**) agreeing to the programme and to follow up testing.

(b) Human Resources will arrange an initial appointment for the employee to meet with the rehabilitation specialist.

(c) All communications between the specialist and employee will remain confidential save as provided in **Schedule C**.

(d) The rehabilitation specialist will arrange for treatment or further specialist advice as considered necessary.

(e) Rehabilitation will commence and the rehabilitation provider will provide Human Resources with information on the attendance of the employee in accordance with **Schedule C**.

(f) The rehabilitation specialist will report to Human Resources after three sessions on the necessity or value of further treatment. Further sessions are at the employee's cost.

7.4. Post-treatment Testing

(a) On completion of the programme and prior to returning to normal duties, the employee will be required to return a negative drug and/or alcohol test as applicable (the cost of which testing will be met by the employee).

(b) The employee will subsequently be subjected to at least 3 random drug and alcohol tests over the next 3 months.

(c) A positive test during or following treatment may result in Disciplinary Action.

## **8. EDUCATION AND TRAINING**

- 8.1. All Workers will be given access to the Policy and the opportunity to attend an information session about the Policy and the issues relating to the use of alcohol and drugs. These sessions are designed to familiarise Workers with the Policy and its requirements and to advise on the potential consequences of being under the influence of drugs and/or alcohol.
- 8.2. The Company may provide ongoing training to Workers where appropriate to raise awareness of the issues relating to the use of alcohol and drugs.
- 8.3. Company managers and supervisors will be trained in:
  - (a) understanding the Policy and its effective implementation; and
  - (b) the recognition, management and referral of drug and alcohol related matters.

## **9. CONFIDENTIALITY AND PRIVACY LEGISLATION**

- 9.1. All information gathered as a result of testing or participation in a rehabilitation or treatment programme is collected for the purpose of implementing this Policy and achieving its objectives.
- 9.2. All information will be held by Human Resources and will be held for the duration of the Worker's employment/engagement or longer where deemed necessary by the Company or by law. Relevant information may be disclosed to the Worker's supervisor or manager.
- 9.3. Save as required by law or as expressly provided for in this Policy, no information relating to any testing or rehabilitation will be disclosed to an external party without the written consent of the Worker concerned.

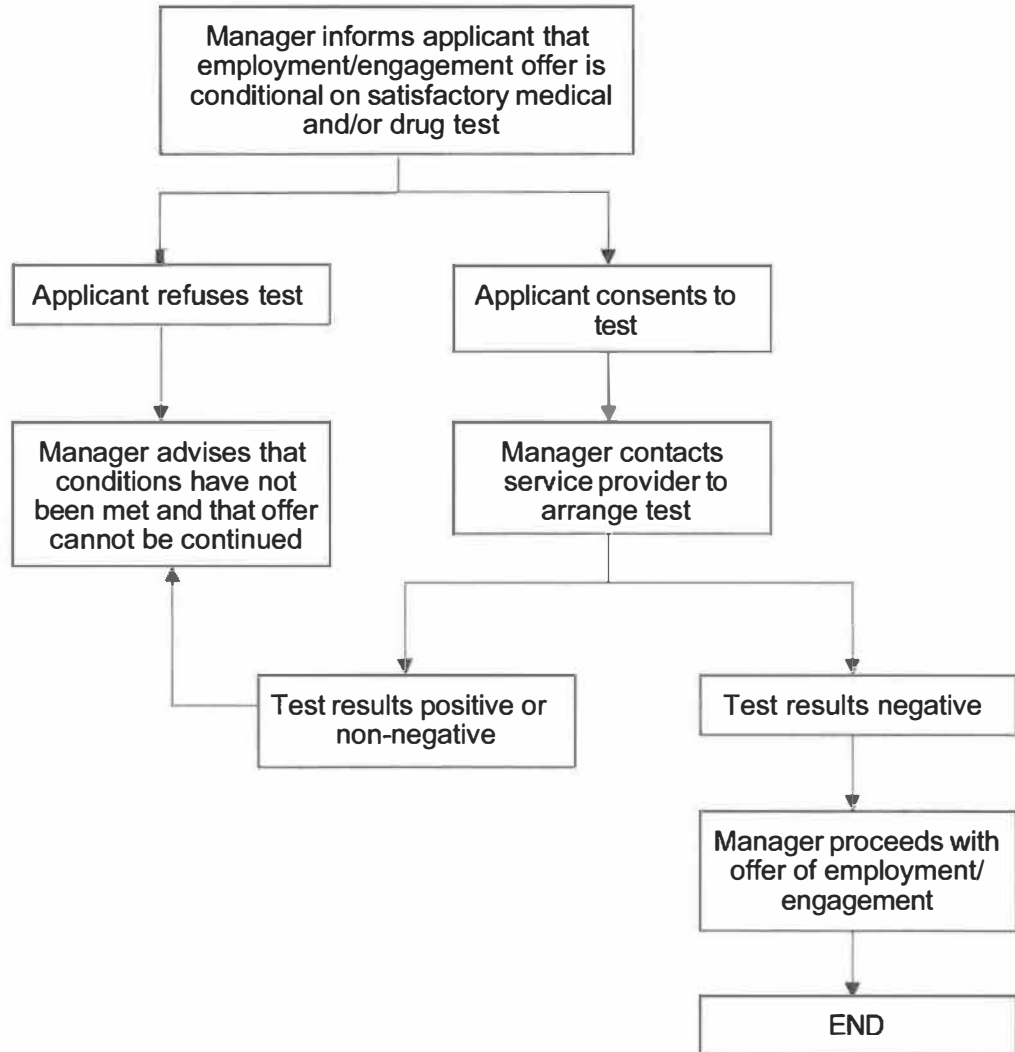
## **10. APPLICATION**

- 10.1. This Policy applies to all Workers of the Company. However, some aspects of this Policy may only be applicable to employees, such as Rehabilitation. Nothing in this Policy is intended to create an employment relationship between the Company and its contractors, or employees of the company's contractors.

If you have any queries about this Policy, please contact Human Resources

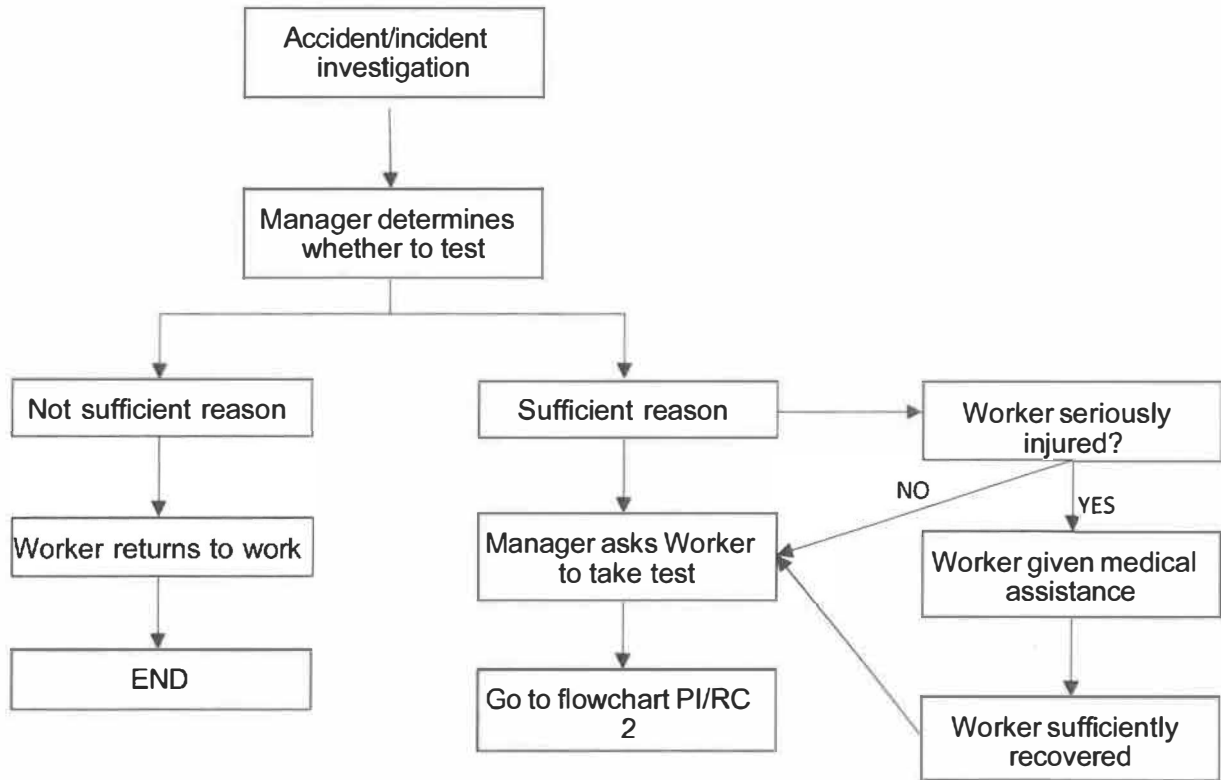
Appendix 1 - Pre-employment/Engagement Testing Flowchart

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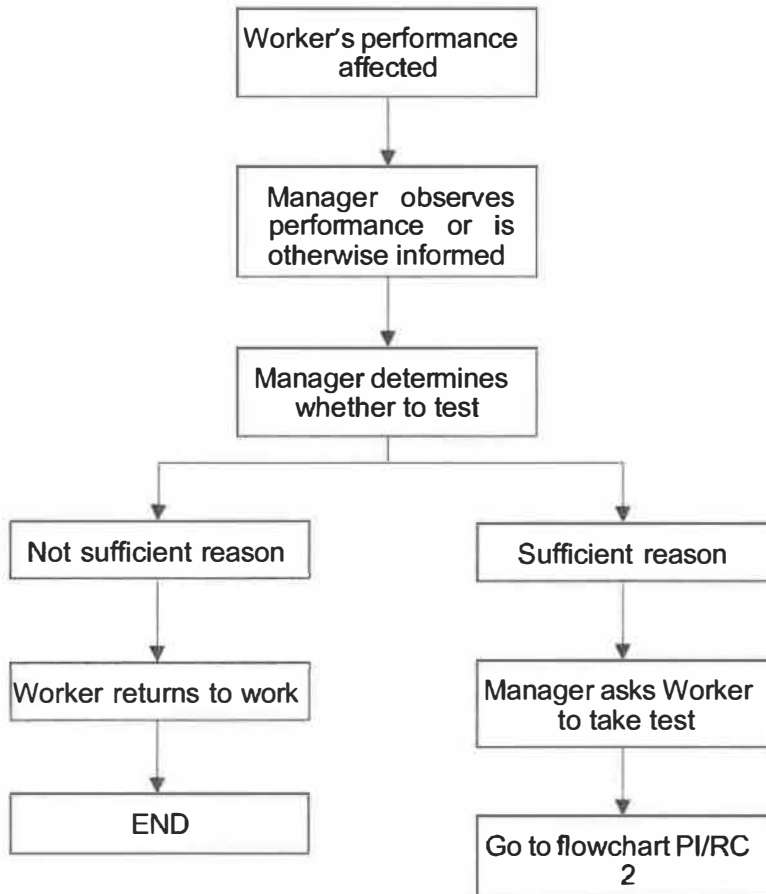
## Appendix 2 - Post Incident Testing Flowchart - PI 1

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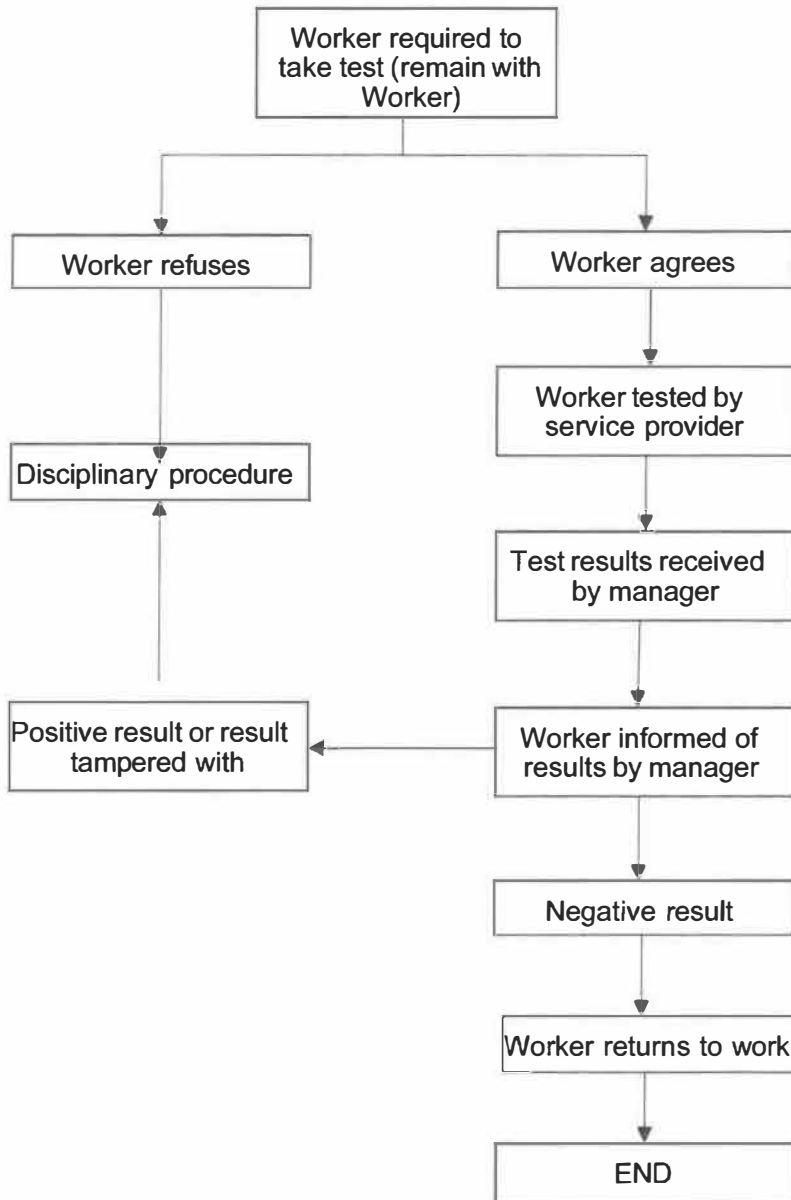
## Appendix 3 - Reasonable Cause Testing Flowchart RC 1

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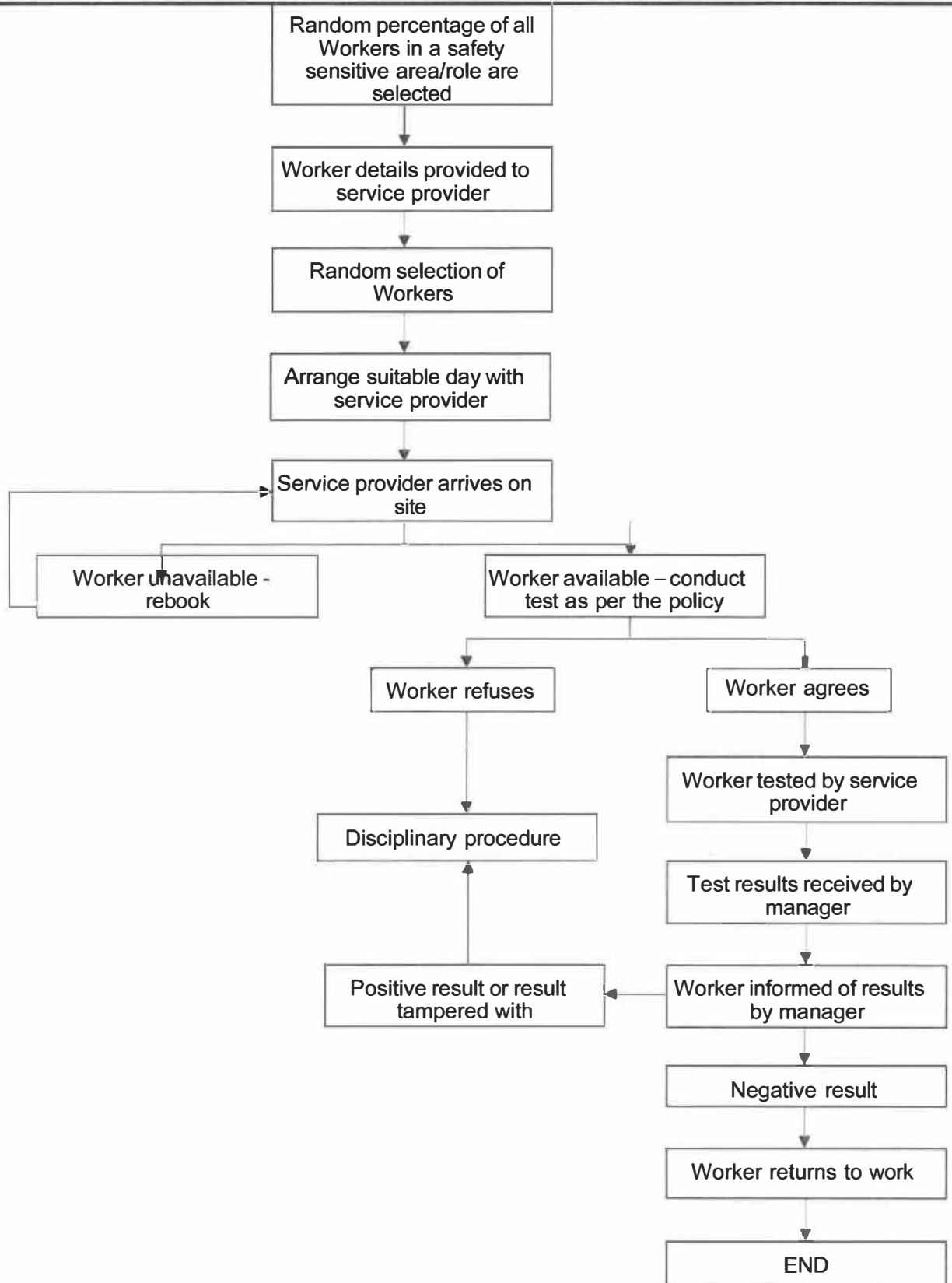


Appendix 4 - Post Incident & Reasonable Cause Testing  
Flowchart PI/ RC 2

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## Appendix 5 - Random Selection/Testing Flowchart RS1





## **Schedule A – Drug Testing Procedure**

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### **Oral Fluid Drug Testing Procedure AS 4760:2019 (or a successor standard)**

#### **Step 1**

**The identity of Worker is confirmed (using photo ID) and the Worker's details are recorded including any medication the Worker may be taking.**

#### **Step 2**

**The screening process and consent are explained to the Worker and written consent is obtained from the Worker.**

#### **Step 3**

**The breath alcohol screening is conducted (if applicable).**

#### **Step 4**

**The Worker is asked to wash their hands.**

#### **Step 5**

**The Worker is asked to insert the test device collection pad into their mouth and follow the collector's instructions. The collector will advise when the sample is ready.**

#### **Step 6**

**The sample is removed from the Worker's mouth. It is anticipated that the results will be ready in approximately five minutes.**

#### **Step 7**

**The results of the test are recorded, and copy given to the Worker.**

**If the result is negative, the Worker will be allowed to return to his/her duties.**

**If the initial on-site result is non-negative, the procedure will continue from step 8 below.**

#### **Step 8**

**The Worker is asked if he/she agrees with the result and is given the opportunity to make any comments. The Worker is advised that the sample will be split into multiple samples and sent to an accredited laboratory for confirmation.**

#### **Step 9**

**A second and third sample are obtained from the Worker by placing two device collection pads in the Worker's mouth to gather more saliva. The collector will advise when the sample is ready.**

Step 10

The sample is split into two separate containers in the Worker's presence and the tamper proof seals are placed on them which are initialled and sealed in the Worker's presence. The Worker signs chain of custody forms.

Step 11

The samples are secured in a tamper proof bag and forwarded to the accredited laboratory for confirmation.

Step 12

The results are forwarded directly to Human Resources in the Company.

## **Schedule B - Reasonable Cause Indicators – Process Form**

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When determining “reasonable cause”, physical symptoms and/or unusual or out of character on-site observable behaviours must be considered.

Reasonable grounds testing may also take place where the Company learns, from a credible source, that the Worker is working under the influence of drugs and/or alcohol, or where the Worker is observed using, possessing, distributing or consuming drugs or alcohol during work time, during any breaks and/or during Company social event or work related function, whether on or off the Company premises or during our outside normal working hours.

Worker’s name: \_\_\_\_\_

Department: \_\_\_\_\_

Date(s): \_\_\_\_\_

Support person:  Yes  No Name: \_\_\_\_\_

Supervisor’s name: \_\_\_\_\_

Department: \_\_\_\_\_

Approved person’s name: \_\_\_\_\_

Department: \_\_\_\_\_

Date(s): \_\_\_\_\_

Supervisor to record below the physical symptoms or behaviours observed:

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### **Comments/explanation of Worker (if offered)**

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Comments of Supervisor/Approved Person

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**DETERMINING REASONABLE CAUSE**

From your observation is there a risk to the health and safety of this person and others?

Yes  No

Are you satisfied that it is reasonably possible that the risk is a result of the possible use of drugs or alcohol?

Yes  No

*Do NOT proceed with reasonable cause testing unless the above questions are answered with a YES*

**TAKING ACTION**

Reasonable cause established? Yes  No

Time: \_\_\_\_\_

Date: \_\_\_\_\_

Action taken:

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Supervisor's signature: \_\_\_\_\_

Date and time: \_\_\_\_\_

Approved person's signature: \_\_\_\_\_

Date and time: \_\_\_\_\_

## Schedule C - Health Rehabilitation Agreement

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Costas Mitre 10 [ABN 83 006 275 181] ('Company') Health

Rehabilitation Agreement I (employee name) acknowledge that I have been entered into the Company Health Rehabilitation Plan ('Plan') and that my continued employment with the Company is subject to the following terms.

I am committed to full participation in the Plan with the service provider(s) specified by the Company.

I authorise the service provider to release the following information to the Company's Human Resources:

- Whether I have kept appointments;
- Whether the service provider has recommended a course of treatment;
- Whether I am following that course;
- Whether a return to work is appropriate and within what timeframe; and
- Whether I have completed the required treatment.

I understand and agree that the service provider may request and obtain from the testing agency reports of levels below the cut-off specified in the Relevant Standard(s). Such reports will only be interpreted by a Medical Review Officer or qualified toxicologist at an accredited laboratory. That interpretation can be used by the service provider and/or the Company to assess my progress in achieving rehabilitation.

I understand that the Company may disclose the above information to any client or customer who requests it and would reasonably need to know such information for safety reasons, and I consent to such disclosure.

I agree to take this course outside work hours or use leave entitlements, if required and approved, to participate during work hours.

I agree to take 3 subsequent drug and alcohol tests in the 3 months following treatment and agree to the release of the results to the Company.

*Optional: I accept and agree that I will be [suspended from my duties with / without pay / allocated alternative duties] while I participate in the course.*

I accept that if:

- I do not attend or complete the required course; or
- On any future occasion, including the 3 tests referred to above, I return a positive drug and alcohol test; or
- I refuse to take any of the 3 subsequent tests,

the Company may terminate my employment, with or without notice.

I accept the terms of this agreement, which I acknowledge may be in addition to or vary the terms of my current employment agreement. I have had a reasonable opportunity to take independent advice.

Worker: \_\_\_\_\_

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

Date: \_\_\_\_\_

## **Schedule D - Safety Sensitive Positions & Roles**

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Please note the following is a non-exhaustive list of the types of positions and roles that are classed as safety sensitive positions or roles and which are subject to random testing under this Policy.

- Any Worker who uses a motor vehicle as part of their role;
- Any Worker who is working within the confines of the warehouse facility;
- Any Worker working in a marked HAZCHEM area;
- Any Worker working at heights or in confined spaces;
- Any Worker operating machinery or power tools; and
- Any Worker working at high risk sites, for example, mines, active construction or road maintenance sites or regular visits to such sites.

