

**SN PARKER PTY LTD  
ENTERPRISE AGREEMENT  
2012**

## ARRANGEMENT

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## PART 1 - INTRODUCTION

### 1.1 TITLE

This Agreement was made under section 182 (1) of the *Fair Work Act 2009* and will be referred to as the *SN Parker Pty Ltd - Enterprise Agreement 2012*.

### 1.2 DEFINITIONS

**"Acceptable employment"** means the offer of employment from the new Employer is on terms and conditions substantially similar to, and, considered on an overall basis, no less favourable than, the Employee's terms and conditions of employment with the Employer immediately before the termination and the new Employer recognises the Employee's service with the Employer.

**"Act"** means the *Fair Work Act 2009*.

**"Agreement"** means the *SN Parker Pty Ltd - Enterprise Agreement 2012*.

**"Award"** means the *Restaurant Industry Award 2010*.

**"Hourly rate of pay"** means the rate of pay payable to the employee for their ordinary hours of work, but not including incentive-based payments and bonuses, loadings, monetary allowances, overtime or penalty rates or any other separately identifiable amounts.

**"Casual Employee"** means any Employee who is employed as such by the Employer.

**"Day"** means for full-time Employees 7.6 hours and for part-time Employees the average number of daily hours over the period of their employment.

**"Eligible Community Service Activity"** means Jury Service required by Western Australian or Commonwealth law, a voluntary emergency management activity and an activity prescribed under the *Fair Work Regulations 2009*.

**"Employee"** means an employee of the Employer.

**"Employer"** means *SN Parker Pty Ltd (ACN 141 034 371)*.

**"Full-time Employee"** means any Employee who is employed as such by the Employer.

**"Full rate of pay"** means the rate of pay payable to the employee, including incentive-based payments and bonuses, loadings, monetary allowance, overtime or penalty rates, and any other separately identifiable amounts.

**"FWA"** means Fair Work Australia.

**"Immediate member of family or household"** means:

- (a) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee; and
- (b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee.

**"Work Level"** means the work levels set out in clause 3.1 of the Agreement.

**"National Employment Standards"** means the minimum standards applying to employment of employees as set out in Chapter 2 Part 2-2 of the *Fair Work Act 2009*.

**"Ordinary hours of work"** means the relevant hours of work set out in clause 4.1 of this Agreement.

**"Parties"** means the Employer and the Employees.

**"Part-time Employee"** means any Employee employed as such by the Employer.

**"Public Holiday"** means each of these days:

- (a) Australia Day, Labour Day, Easter Monday, Anzac Day, State Foundation Day, Sovereign's Birthday and Boxing Day; and
- (b) Any other day, or part-day, declared or prescribed by or under a law of a State of Western Australia to be generally observed within the State of Western Australia, or a region of the State of Western Australia, as a public holiday, other than a day or part-day, or a kind of day or a part-day, that is excluded by the *Fair Work Regulations 2009* as a public holiday; and
- (c) If under (or in accordance with a procedure under) a law of the State of Western Australia, a day or part-day is substituted for a day or part-day that would be a public holiday because of (a) above then the substituted day or part-day is the public holiday.

**"Rostered day off"** means the days that are designated on a full-time Employees roster as their day(s) off work.

**"Salaried Rate"** means the base annual salary at set out in clause 3.2.1 of this Agreement or such higher amount as agreed between the Employer and the salaried Employee.

**"Significant Work Day"** means New Year's Day (1 January), Good Friday and Christmas Day (25 December).

**"Transferred in employment"** means where an Employee's employment has been transferred from the Employer to a new Employer and the Employee's period of service with the Employer counts as service with the new Employer and the new Employer recognises the Employee's accruals under clauses 5.1 (Annual Leave), 5.2 (Personal/Carer's Leave and Compassionate Leave), and 5.4 (Parental Leave).

## **1.3 TERM AND OPERATION OF AGREEMENT**

### **1.3.1 Operative Date**

This Agreement comes into operation on the first full pay period 7 days after the Agreement is approved by the FWA.

### **1.3.2 Term of the Agreement**

The nominal expiry date of the Agreement is 1 December 2013.

#### **1.4 AGREEMENT COVERAGE**

This Agreement will apply to the Employer and all Employees classified under this Agreement performing work in the State of Western Australia. It is the intention of the parties to this Agreement that it will replace all terms and conditions of any applicable Award/s, Industrial Agreement or Industrial Instrument or any variations thereto.

#### **1.5 SAVINGS CLAUSE**

**What if an Employee is paid in excess of the hourly or salaried set out in clause 3.2.1 of this Agreement?**

Employees employed on or before the date of lodgement of this Agreement with Fair Work Australia that are paid an hourly or salaried rate in excess of the hourly or salaried rate in clause 3.2.1 of this Agreement will continue to be paid this excess rate whilst they are employed in that position by the Employer.

#### **1.6 EMPLOYEE ACCESS TO COPY OF THE AGREEMENT**

You will be provided with a copy of the Agreement upon request to the Employer at any time during your employment. A copy of the Agreement will be kept at the premises of the Employer and a copy is freely available on [www.fwa.gov.au](http://www.fwa.gov.au) (the Fair Work Australia website).

#### **1.7 THE DÔME SYNERGY**

Dome Coffees aims to provide all of its guests with an experience like no other. The cafes combine European ambience and charm, great tasting coffee, a diverse food menu and service to the table. To assist in reaching this goal, Dome will, where operationally possible, engage employees on either a full-time or part-time basis. It is Dome's ambition that throughout the life of this Agreement it will provide the majority of its employees with permanency of employment and all of its associated benefits.

## **2.1 LETTER OF APPOINTMENT**

### **2.1.1 Letter of Appointment**

The Employer will give all Employees on engagement a letter setting out the following:

- (a) Employment Status (full-time, part-time, or casual);
- (b) Job Level;
- (c) Hourly Rate (full-time, part-time, casual or salaried);
- (d) Roster availability; and
- (e) The probationary period.

### **2.1.2 Period of Probation**

All Employees will be subject to a probationary period of six (6) months.

## **2.2 JOB ROTATION AND HIGHER DUTIES**

### **2.2.1 Employer relocating an Employee to a new location**

The Employer may rotate or relocate an Employee from one location to another provided that the transfer is reasonable taking into account the Employee's personal needs and circumstances, any extra travelling time and or expense, the employee's family responsibilities, any demonstrated hardship on the employee and the operational requirements of the business. The Employer will provide the Employee with four (4) weeks notice of the relocation.

### **2.2.2 Employer may require an Employee to perform alternate job**

The Employer may require any Employee employed pursuant to this agreement to perform any other duties provided that the employee possesses or is being trained to possess the appropriate skills to perform the work.

### **2.2.3 Employer may require an Employee to change shifts**

The Employer may require an Employee to change their working days and or hours to suit the operational requirements of the business, provided that the Employer takes into account the Employee's individual needs and circumstances.

### **2.2.4 Higher Duties**

Where an Employee has the necessary competencies to perform higher job level duties the Employee will be paid for the time worked at those higher job level duties. If you are being cross-trained in higher job level duties then you will be paid your existing (lower) rate until you are deemed competent to perform the higher job level duties.

## **2.3 TRAINING**

### **2.3.1 Payment for Training**

The Employer will pay the Employee at their hourly rate of pay if the Employer requires that an Employee undertake a period of training either during or outside of their rostered hours. Any training undertaken outside of the Employee's rostered hours will not be counted as part of your ordinary hours of work.

### **2.3.2 Voluntary Training**

If an Employee undertakes training on a voluntary basis the Employer is not required to pay for it, but if the training undertaken improves the Employee's competency then they may on application be re-appointed to a higher job level by the Employer.

## **2.4 DISPUTE RESOLUTION**

### **2.4.1 Resolving disputes**

All disputes about a provision of this Agreement, the National Employment Standards, or the workplace are to be resolved in accordance with the following:

#### **Step 1**

##### **Resolving disputes at a workplace level**

If the Employer and the affected Employee(s) are in dispute because of a provision of this workplace agreement or of the Act then they must genuinely attempt to resolve the dispute at the workplace level. This may involve the affected Employee first discussing the matter with their Supervisor then with more Senior Management.

#### **Step 2**

##### **Where the dispute cannot be resolved at the workplace level**

If a matter cannot be resolved at the workplace level by the parties then the Employer or the Employee may refer the dispute to the FWA for conciliation of the dispute.

### **2.5.2 An Employee must during a dispute**

An Employee must, whilst a dispute is being resolved, continue to work in accordance with their contract of employment unless the Employee has reasonable concerns about an imminent risk to their health and safety and comply with any reasonable direction(s) given by their Employer to perform other available work either at the same workplace or at another workplace.

Provided that in directing the Employee to perform work the Employer will have regard to any law of the Commonwealth or of State of Western Australia dealing with occupational health and safety that apply and whether that work is appropriate for the Employer to perform.

### **2.5.3 Representation of Employees**

The Employee may be represented at any of the above steps.

## PART 3 - WORK LEVELS AND WAGES

### 3.1 JOB LEVELS

The following classification structure will apply to the work performed under this Agreement. A pre-requisite of each level is the completion of and certification on the relevant Dome Training Modules.

- (a) **INTRODUCTORY LEVEL** applies to Employees who are a new hire and/or have no previous experience in the Employer's operations. You will remain at this level for a period of 3 months or until you have completed the modules necessary to move to the appropriate level.
- (b) **CAST MEMBER (LEVEL 1)** means an Employee appointed as such and that performs work in accordance with their position description.
- (c) **CAST MEMBER (LEVEL 2)** means an Employee appointed as such and that performs work in accordance with their position description.
- (d) **CAST MEMBER (LEVEL 3 - ADVANCED)** means an Employee appointed as such and that performs work in accordance with their position description.
- (e) **SUPERVISOR/CHEF** means an Employee appointed as such and that performs work in accordance with their position description.
- (f) **ASSISTANT MANAGER** means an Employee appointed as such and that performs work in accordance with their position description.
- (g) **MANAGERIAL LEVEL** means an Employee appointed as such and that performs work in accordance with their position description.

## 3.2 WAGES

### 3.2.1 What are the rates of pay for the above Job Levels?

The base rate of pay to be paid to full-time/part-time and casual Employees will be:

**WORK LEVEL HOURLY RATES OF PAY FROM THE FIRST PAY PERIOD 7 DAYS AFTER THE APPROVAL OF THE AGREEMENT BY THE FAIR WORK AUSTRALIA**

JOB LEVEL	AGE	FULL-TIME/PART-TIME LOADED RATE (Monday to Sunday and Public Holidays)	CASUAL LOADED RATE (Monday to Sunday and Public Holidays)
INTRODUCTORY	Adult (20 years)	16.76	20.96
	19 years (90%)	15.10	18.86
	18 years (80%)	13.41	16.76
	17 years (70%)	11.74	14.67
	16 years (60%)	10.05	12.57
	Under 16 years (50%)	8.39	10.48
CAST MEMBER LEVEL 1	Adult (20 years)	18.05	22.57
	19 years (90%)	16.25	20.31
	18 years (80%)	14.44	18.05
	17 years (70%)	12.65	15.79
	16 years (60%)	10.84	13.54
	Under 16 years (50%)	9.03	11.28
CAST MEMBER LEVEL 2	Adult (20 years)	18.61	23.28
	19 years (90%)	16.75	20.94
	18 years (80%)	14.89	18.61
	17 years (70%)	13.04	16.29
	16 years (60%)	11.17	13.96
	Under 16 years (50%)	10.05	12.56
CAST MEMBER LEVEL 3	Adult	19.66	24.57
SUPERVISOR/CHEF	Adult	20.94	26.17
MANAGERIAL LEVEL	Adult	<p align="center">Full-time Managers appointed will be paid a minimum salary of \$41,540.00 per annum. All Part-time Managers will be paid a rate of \$21.02 per hour worked.</p>	

### **3.3 JUNIORS, APPRENTICES AND TRAINEES**

#### **3.3.1 Juniors**

A Junior Employees is an employee less than 20 years of age and paid the hourly rates set out in clause 3.2.1 of this Agreement.

#### **3.3.2 Apprentices**

The minimum hourly rate for an employee undertaking an apprenticeship will be paid the following amounts:

<b>Year of Apprenticeship</b>	<b>Percentage</b>
<b>1<sup>st</sup> year</b>	<b>\$10.29</b>
<b>2<sup>nd</sup> year</b>	<b>\$12.55</b>
<b>3<sup>rd</sup> year</b>	<b>\$15.98</b>
<b>4<sup>th</sup> year</b>	<b>\$18.90</b>

If an Employee has completed an apprenticeship they must be paid no less than the Level 3 hourly rate set out in clause 3.2.1 of this Agreement.

#### **3.3.3 Other Trainees**

All trainees undertaking a structured or registered traineeship (excluding apprentices) will be paid the Introductory hourly rate of pay until completion of their traineeship.

### **3.4 PAYMENT OF WAGES**

#### **3.4.1 When will your wages be paid?**

Your wages will be paid by the Employer on either a weekly or fortnightly period, by means of direct credit (Electronic Funds Transfer) into a bank account nominated by you within 3 business days of the end of each pay period. Currently the pay period is fortnightly from Monday to Sunday with your wages being paid into your nominated bank account the following Wednesday.

#### **3.4.2 Notification of a change to the pay period**

The Employer can change the frequency of an Employee's pay period to a weekly or fortnightly pay period upon giving at least four (4) weeks notice in writing of the change.

#### **3.4.3 Where a public holiday falls on the nominated payday**

The Employer will use their best endeavours to pay the Employee's wages prior to a public holiday that falls on their payday, however if they are unable to do so then their wages will be paid by the next normal banking day after the public holiday.

### **3.5 SUPERANNUATION**

#### **Superannuation**

The Employer will contribute on a monthly basis in arrears an amount equal to 9% of your ordinary time earnings into the MLC Limited superannuation fund accordance with the relevant superannuation legislation or any other complying fund as directed by the Employer. If the level of this contribution changes, then the Employer will pay such level in accordance with the relevant superannuation legislation.

## **PART 4 – WORK HOURS AND BREAKS**

### **4.1 HOURS OF WORK**

#### **4.1.1 Hours of work - Full-time Employees**

The arrangement of hours of work for a full-time Employee will be as follows:

- (a) A maximum average of 38 hours per week over each 4 week period;
- (b) A minimum of 6 hours per shift and a maximum of 11.5 hours per shift;
- (c) All ordinary time worked to be within a span of 12 hours per day;
- (d) 8 rostered days off per 4 week cycle;
- (e) A maximum of 10 consecutive days may be worked with up to 4 rostered days off; and
- (f) Broken shifts may be worked.

#### **4.1.2 Hours of work - Part-time Employees**

The arrangement of hours of work for a part-time Employee will be implemented as follows:

- (a) A minimum of 4 hours per week and a maximum average of 37.5 hours per week over each 4 week period;
- (b) A minimum of 3 hours per shift and a maximum of 11.5 hours per shift;
- (c) All ordinary time worked to be within a span of 12 hours per day;
- (d) A maximum of 10 consecutive days may be worked with up to 4 non-working days; and
- (e) Broken shifts may be worked.

#### **4.1.3 Hours of work - Casual Employee**

Casual Employees may work a minimum of 2 hours per shift and a maximum of 12 hours per shift within a span of 14 hours per day.

### **4.2 OVERTIME**

#### **4.2.1 Overtime**

All hours worked by an Employee in excess of the hours of work set out in clauses 4.1.1 and 4.1.2 of this Agreement.

#### **4.2.2 Overtime Penalties**

All overtime worked will be paid at the rate of 50% in addition to the Employees hourly rate for the first 2 hours and 100% in addition to the Employees hourly rate for all overtime hours worked thereafter. Managerial Level Employees will not be paid overtime penalties as their salary takes this into account.

#### **4.2.3 Approval of Overtime**

An Employee will only work overtime if it has been directed and approved by the Employer.

### **4.3 ROSTERS/SCHEDULING**

#### **4.3.1 Rosters**

The Employer will roster all Employees based on your initial availability, business needs, hours of operation, level of responsibility, skill level, holidays, and illness.

#### **4.3.2 Designated availability**

The Employer will enable the Employee to take time off depending on their individual circumstances or needs and if the following procedure is complied with:

- (a) approval is given by the Employee's Manager; and
- (b) the Employee has notified the Employer of their unavailability for the day(s) in that roster cycle at least 14 days before the commencement of the roster cycle.

#### **4.3.3 Posting of Roster**

Rosters for all full-time and part-time Employees (other than Managerial Employees) will be drawn up and where practicable posted 7 days in advance of the commencement of the roster cycle. Managerial Employees will have their rostered hours set out in their letter of appointment or may be verbally advised of their rostered hours by the Employer.

#### **4.3.4 Change of roster**

Rosters may be changed either before or during a roster cycle on giving you at least three (3) days notice or such lesser period as mutually agreed between the Employee and the Employer. Provided that in the case of emergency, unforeseen operational contingency, absenteeism, or sickness the Employer is required to give the Employee no notice provided they take into account the Employee's individual needs and circumstances.

### **4.4 BREAKS**

#### **4.4.1 Meal Break**

All Employees (excluding Managerial level employees) are entitled to an unpaid meal break of 30 minutes if they work 6 or more consecutive hours in a shift. Managerial level Employees agree that they may be directed to take their unpaid meal break at a time that will not interfere with the operational requirements of the business.

#### **4.4.2 Taking of the meal break**

The unpaid meal break will be taken at a time designated by the Employer.

#### **4.4.3 Rest Break**

All Employees (excluding Managerial level Employees) will be entitled to one paid 10 minute rest break each 4 continuous hours worked, to be taken at a time directed by the Employer. Managerial level Employees agree that they may be directed to take an unpaid rest break at a time that will not interfere with the operational requirements of the business.

## **PART 5 – LEAVE AND PUBLIC HOLIDAYS**

### **5.1 ANNUAL LEAVE**

#### **5.1.1 Entitlement to Annual Leave**

For each year of service with the Employer a full-time or part-time Employee is entitled to four (4) weeks of paid annual leave.

#### **5.1.2 Accrual of Annual Leave**

A full-time or part-time Employee's entitlement to paid annual leave accrues progressively during a year of service according to the Employee's ordinary hours of work and accumulates from year to year. If a full-time or part-time Employee's employment ends during what would otherwise have been a year of service, the Employee accrues paid annual leave up to when their employment ends.

#### **5.1.3 Payment for Annual Leave**

All annual leave is payable at the full-time or part-time Employees hourly rate of pay as set out in clause 3.2.1 of this Agreement.

#### **5.1.4 Taking of Accrued Annual Leave by the Employee**

Paid annual leave may be taken for a period agreed between the Employee and the Employer. Provided that no annual leave will be taken by an Employee during the Employer's peak trading periods.

#### **5.1.5 Employer may require an Employee take Accrued Annual Leave**

The Employer can direct an Employee take paid annual leave if:

- (a) The Employer and an Employee cannot agree when the Employee's paid annual leave is to be taken; and
- (b) The Employer has provided the Employee at least four (4) weeks notice in writing to take the paid annual leave; and
- (c) The Employee has accrued more than four (4) weeks paid annual leave at the time of the direction is given; and
- (d) The Employer can only direct an Employee to take a maximum of two (2) weeks paid annual leave.

#### **5.1.6 Cashing Out of Accrued Annual Leave**

All full-time and part-time Employees may at their election in writing cash out 2 weeks of their accrued annual leave provided that:

- (a) The paid annual leave must not be cashed out if cashing out would result in the Employee's remaining accrued entitlement to paid annual leave being less than 4 weeks;

- (b) Each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between the Employer and the Employee;
- (c) The Employee must be paid at least the full amount that would have been payable to the Employee had the Employee taken the leave that the Employee has foregone; and
- (d) The Employer authorises the Employee to forgo the amount of paid annual leave.

#### **5.1.7 Taking of Accrued Annual Leave on Workers Compensation**

The Employee may take paid annual leave on workers compensation provided that the Western Australian worker's compensation law does not prevent paid annual leave being taken or accrued during a period while the Employee is in receipt of workers compensation or restrict the amount of paid annual leave an Employee may take or accrue during such a period.

## **5.2 PERSONAL/CARER'S LEAVE AND COMPASSIONATE LEAVE**

### **5.2.1 Personal Leave**

#### **5.2.1.1 Entitlement to Personal/Carer's Leave**

- (a) Amount of leave

For each year of service with the Employer, a full-time or part-time Employee is entitled to 10 days of paid personal/carer's leave.

- (b) Accrual of leave

A full-time or part-time Employee's entitlement to paid personal/carer's leave accrues progressively during a year of service according to the Employee's ordinary hours of work, and accumulates from year to year.

#### **5.2.1.2 Taking paid personal/carer's leave**

A full-time or part-time Employee may take paid personal/carer's leave if the leave is taken:

- (a) because the Employee is not fit for work because of a personal illness, or personal injury, affecting the employee; or
- (b) to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:
  - (i) a personal illness, or personal injury, affecting the member; or
  - (ii) an unexpected emergency affecting the member.

#### **5.2.1.3 Employee taken not to be on paid personal/carer's leave on public holiday**

If the period during which a full-time or part-time Employee takes paid personal/carer's leave includes a day or part-day that is a public holiday the employee is taken not to be on paid personal/carer's leave on that public holiday.

#### **5.2.1.4 Payment for paid personal/carer's leave**

If a full-time or part-time Employee takes a period of paid personal/carer's leave, the Employer must pay the Employee at the Employee's hourly rate of pay for the Employee's ordinary hours of work in the period. Provided that an Employee will not be paid for personal/carer's leave unless they provide the Employer with a medical certificate from a registered medical practitioner verifying the matters set out in clause 5.2.1.2 above.

#### **5.2.2 Unpaid carer's leave**

##### **5.2.2.1 Entitlement to unpaid carer's leave**

All Employees (including casual Employees) are entitled to 2 days of unpaid carer's leave for each occasion (a permissible occasion) when a member of the Employee's immediate family, or a member of the Employee's household, requires care or support because of:

- (a) a personal illness, or personal injury, affecting the member; or
- (b) an unexpected emergency affecting the member.

##### **5.2.2.2 Taking unpaid carer's leave**

All Employees may take unpaid carer's leave for a particular permissible occasion if the leave is taken to provide care or support as referred to in clause 5.2.2.1 of this Agreement. An Employee may take unpaid carer's leave for a particular permissible occasion as:

- (a) a single continuous period of up to 2 days; or
- (b) any separate periods to which the Employee and their Employer agree.

An Employee cannot take unpaid carer's leave during a particular period if the Employee could instead take paid personal/carer's leave.

#### **5.2.3 Compassionate leave**

##### **5.2.3.1 Entitlement to compassionate leave**

All Employees (including casual Employees) are entitled to 2 days of compassionate leave for each occasion (permissible occasion) when a member of the Employee's immediate family, or a member of the Employee's household:

- (a) contracts or develops a personal illness that poses a serious threat to their life; or
- (b) sustains a personal injury that poses a serious threat to their life; or
- (c) dies.

##### **5.2.3.2 Taking compassionate leave**

An Employee may take compassionate leave for a particular permissible occasion if the leave is taken:

- (a) to spend time with the member of the Employee's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury, referred to clause 5.2.3.1 of this Agreement; or

- (b) after the death of the member of the Employee's immediate family or household an Employee may take compassionate leave for a particular permissible occasion as
  - (i) a continuous two (2) day period; or
  - (ii) two (2) separate periods of one (1) day each; or
  - (iii) any separate periods to which the Employee and the Employer agree.
- (c) If the permissible occasion results in the contraction or development of a personal illness, or the sustaining of a personal injury, the Employee may take the compassionate leave for that occasion at any time while the illness or injury persists.

#### **5.2.3.3 Payment for compassionate leave (other than for casual employees)**

If an Employee (other than a casual employee) takes a period of compassionate leave, the Employer will pay the Employee at the Employee's hourly rate of pay for the Employee's ordinary hours of work in the period. Provided that an Employee will not be paid for personal/carer's leave unless they provide the Employer with a medical certificate from a registered medical practitioner, a funeral notice or death certificate verifying the matters set out in clause 5.2.3.1 and 5.2.3.2 above

#### **5.2.4 Notice and Evidence for Personal/Carer's and Compassionate Leave**

All full-time and part-time Employees are entitled to paid personal/carer's leave if the Employee complies with the following notice and documentation requirements:

##### **(a) Notice**

An Employee must give the Employer notice of taking of leave as soon as is practical (which may be a time after the leave has started and must advise the Employer of the period, or expected period of the leave.

##### **(b) Evidence**

An Employee who has given the Employer notice of taking leave must, if required by the Employer, give the Employer evidence as set out in clauses 5.2.1.4 and 5.2.3.3 above that the leave has been taken for personal/ carer's, unpaid carer's or compassionate leave.

##### **(c) Compliance**

An Employee is not entitled to take leave under this Clause unless the Employee complies with this subclause.

### **5.3 LONG SERVICE LEAVE**

All Employees will be entitled to take and accrue long service leave in accordance with the provisions of the Western Australian *Long Service Leave Act 1958*.

### **5.4 PARENTAL LEAVE**

All full-time, part-time, regularly engaged casual Employees who have completed at least 12 months service with the Employer will be entitled to take up to 12 months unpaid parental leave in accordance with the Division 5 Part 2-2 of Chapter 2 of the Act.

## **5.5 JURY SERVICE LEAVE**

### **5.5.1 Entitlement to Jury Service Leave**

All full-time and part-time Employees required to attend for jury service during their ordinary working hours will be reimbursed by Employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and what the Employee would have earned if they were rostered to work during the attendance time.

### **5.5.2 Duty to the notify Employer of the obligation to serve on Jury**

All full-time and part-time Employees are required to notify Employer as soon as possible as to the date upon which they are required to attend for jury service.

### **5.5.3 Proof of Attendance at Jury Service**

The Employee must give Employer proof of attendance, the duration of such attendance and the amount paid in respect of such jury service.

### **5.5.4 Casual Employees are required to notify Employer of their non-attendance at work due to Jury Service**

Casual Employees must notify the Employer of their non-attendance at work due to Jury service but they will not be compensated for their absence on jury service leave.

## **5.6 COMMUNITY SERVICE LEAVE**

Pursuant to Division 8 Part 2-2 of Chapter 2 of the Act, an Employee who engages in an eligible community service activity is entitled to be absent from his or her employment on leave without pay for a period if:

- (a) the period consists of one or more of the following:
  - (i) time when the Employee engages in the activity;
  - (ii) reasonable travelling time associated with the activity;
  - (iii) reasonable rest time immediately following the activity; and
- (b) the Employee's absence is reasonable in all the circumstances.

## **5.7 PUBLIC HOLIDAYS**

### **5.7.1 Payment for work on Public Holidays**

With the exception of significant work days all Employees will be paid their hourly rate of pay as set out in clause 3.2.1 of this Agreement, for work on public holidays, there will be no additional penalty as that hourly rate compensates you for work at these times.

### **5.7.2 What will Employees be paid if they work on a significant work day?**

All Employees, except Managerial Level Employees, working on a significant work day will be paid 100% loading in addition to their full-time/part-time and casual basic period rate of pay as set out in clause 3.2.1 of the Agreement. Further, full-time and part-time Employees may elect to take a paid day in lieu rather than be paid in accordance with this clause, to be taken at a time agreed between the Managerial Level Employee and the Employer or paid on termination.

### **5.7.3 Managerial Level Employees**

Managerial Level Employees will not receive any additional payment for working on a public holiday and or a significant work day as their annual salary compensates for working such days.

### **5.7.4 Required to work on a public holiday and/or a significant work day**

It is an expectation that all Employees will be required to work on public holidays given the nature of the Employer's business. The Employer requires all Employees to be available to work on public holidays unless the Employee has reasonable grounds for refusal.

### **5.7.5 Payment for absence on public holiday and/or a significant work day**

If an Employee is absent from their employment on a day or part-day that is a public holiday, the Employer must pay the Employee at the Employee rate of pay for the Employees ordinary hours of work on the day or part-day.

## **PART 6 – WORKPLACE DISCIPLINE, ENDING WORK AND STAND DOWN**

### **6.1 COUNSELLING AND WARNING PROCEDURES**

#### **6.1.1 Disciplinary Procedure – Misconduct, Poor Performance, etc (excluding Summary Dismissal)**

The following Counselling and Warning Procedures will apply to all Employees covered by this Agreement. Any stage of the steps listed below can be used depending on the circumstances of the case:

##### **Verbal Warning/Counseling**

If the Employees' conduct, capacity or performance do not meet Company standard the Employee may, depending on the circumstances, be formally counselled and warned. A record of this counselling or warning will be noted and a copy will be provided to the Employee on request.

##### **First Written Warning**

If the Employer considers that the Employee conduct, capacity or performance has been unsatisfactory and has not met Company standards a written warning may be issued to the Employee.

##### **Final Written Warning**

If after the first written warning has been issued and the Employee continues or has other unsatisfactory conduct, capacity or performance issue/s that do not meet Company standards a final written warning may be issued to the Employee.

##### **Termination**

If after the Employee has been issued with a final written warning and the Employee's conduct, capacity or performance continues not to meet the Employees position expectations, the Employers Policy and Procedures, standards as contained in the Employee Handbook or their contractual obligations to the Employer then the Employees' employment may, depending on the circumstances, be terminated. An Employee will only be terminated by Senior Management or a duly authorised representative of senior management.

##### **Procedural Fairness**

Prior to issuing any warning the Employer will investigate the incident and then the Employer will provide the Employee an opportunity to respond to the allegation/s prior to making a final determination. The Employer will, where practical, commence the investigation into an incident within 2 days of the incident.

#### **6.1.2 Disciplinary Procedure – Summary Dismissal**

Where it is alleged that an Employees' conduct may warrant summary dismissal the Employer will investigate the incident. The Employer will then provide the Employee an opportunity to respond to the allegation/s prior to making a final determination. If the Employer is then satisfied that the Employee conduct was serious misconduct then the Employer may terminate the Employees employment without notice.

**6.1.3 Employer may suspend the Employee**

If the Employer considers there may be grounds to terminate the Employees’ employment the Employer may suspend the Employee on full pay for a period of up to 3 days whilst the Employer conducts an investigation into the incident(s).

**6.1.4 Representation**

The Employee may be represented at any of the above steps including by a member of an industrial organization who is able to represent the Employee or a person appointed as their representative.

**6.1.5 Probationary Period**

The Employer will not be required to follow the above procedure prior to terminating an Employee during their probationary period.

**6.2 TERMINATION OF EMPLOYMENT**

**6.2.1 Minimum period of notice by the Employer**

Subject to clause 6.2.3, the Employer must not terminate an Employee’s employment unless the Employer has given the Employee written notice of the day of the termination (which cannot be before the day the notice is given) and must provide the following minimum period of notice that is either worked out by the Employee or the Employer has paid the Employee payment in lieu of the notice at the full rate of pay for the hours the Employee would have worked had the employment continued until the end of the minimum period of notice:

<b>Employee’s period of continuous service with the Employer at the end of the day the notice is given</b>	<b>Employee under 45</b>	<b>Employee 45 and over</b>
Less than 1 year	1 week	1 week
1 year but less than 2 years	2 weeks	2 weeks
2 years but less than 3 years	2 weeks	3 weeks
3 years but less than 5 years	3 weeks	4 weeks
5 years and over	4 weeks	5 weeks

**6.2.2 Making a payment in lieu of the Minimum Period of Notice**

The Employer may make payment in lieu of the minimum period of notice to an Employee or may consent to an Employee working out part of the minimum period of notice and making a payment for the remainder of the notice period. .

**6.2.3 When the Employer is not required to provide the minimum period of notice?**

The minimum period of notice set out in clause 6.2.1 does not apply to the following Employees:

- (a) An Employee whose employment is terminated because of serious misconduct as defined in clause 6.2.4 of this Agreement or in the Act;
- (b) A Casual Employee;

- (c) An Employee (other than an apprentice) to whom a training arrangement applies and whose employment is for a specified period of time or is, for any reason, limited to the duration of the training arrangement;
- (d) Employees employed for a specified period of time or for a specified task or for the duration of a specified season; and
- (e) An Employee prescribed by the *Fair Work Regulations 2009*.

#### **6.2.4 Serious Misconduct**

Depending on the circumstances the term serious misconduct includes:

- failure to follow a reasonable and lawful direction
- unauthorised removal or wilful destruction of the Employer's property
- fraud or attempted fraud against the Employer (e.g. falsification of your timesheet)
- working under the influence of alcohol and/or illegal substances or intoxicants
- possession, consumption, use, or sale of illegal substance or intoxicants at the workplace
- deliberate acts of negligence or serious breaches of workplace health and safety
- a serious breach of the Employer's policy or procedures
- all forms of discrimination and harassment (e.g. bullying, sexual harassment, etc)

#### **6.2.5 Notice of Termination by an Employee**

A full-time or part-time Employee is required to give the Employer the same notice of their resignation as set in clause 6.2.1 or such lesser period as mutually agreed between the parties. Provided that there is no requirement for an Employee to give additional notice based on their age. A casual Employee is required to give the Employer at least 1 day's notice of their intention to resign unless otherwise mutually agreed.

#### **6.2.6 Payment for Notice**

The Employer will only pay for the remainder of the notice not worked if you are available to work and have not been terminated for serious misconduct or have agreed to work out a shorter notice period.

#### **6.2.7 Authorised Deduction by the Employer for any notice not worked**

If an Employee fails to give the notice required or agreed on resignation or to work out the minimum period of notice, then the Employee authorises the Employer to deduct from any unpaid wages monies due to them an amount equivalent to period of notice not worked.

## **6.3 ABANDONMENT OF EMPLOYMENT**

### **6.3.1 Abandonment**

Where an Employee fails to attend work for at least 3 rostered shifts and fails to notify the Employer of their non-attendance the Employer will make a reasonable attempt to locate the Employee in order to establish their whereabouts and whether they wish to continue employment with the Employer.

### **6.3.2 Termination of Employment**

Where an Employee fails to attend work for 3 rostered shifts and not notified the Employer of the reasons for their failure to attend it will be deemed that the Employee has abandoned their employment with the Employer and have terminated their contract of employment with the Employer. Provided that the Employer will take into account any exceptional or extreme circumstances (e.g. natural disaster or hospitalisation) if the Employee later presents to the Employer.

## **6.4 REDUNDANCY**

### **6.4.1 Entitlement to redundancy pay**

An Employee is entitled to be paid redundancy pay by the Employer if the Employee's employment is terminated:

- (a) at the Employer's initiative because the Employer no longer requires the job done by the Employee to be done by anyone, except where this is due to the ordinary and customary turnover of labour; or
- (b) because of the insolvency or bankruptcy of the Employer.

### **6.4.2 Notification of Redundancy to an Employee**

The Employer must provide the Employee written notice of the day of the Employees termination (which cannot be before the day the notice is given) in accordance with the provisions of clause 6.2.1 of this Agreement.

### **6.4.3 Time Off During Notice Period**

An Employee whose job is redundant will be entitled to 1 day off per week on ordinary pay to seek alternative employment. This time off will not apply where internal redeployment is offered.

#### 6.4.4 Amount of Redundancy

Subject to clauses 6.4.5 and 6.4.6, the amount of redundancy pay equals the total amount payable to the Employee for the redundancy period using the following table at the Employee's base rate of pay for his or her ordinary hours of work:

<b>Employee's period of continuous service with the employer on termination</b>	<b>Redundancy pay period</b>
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks
At least 6 years but less than 7 years	11 weeks
At least 7 years but less than 8 years	13 weeks
At least 8 years but less than 9 years	14 weeks
At least 9 years but less than 10 years	16 weeks
At least 10 years	12 weeks

#### 6.4.5 Exclusions from obligation to pay redundancy pay

The Employer is excluded from the obligation to pay redundancy pay if:

- (a) immediately before the time of the termination, or at the time when the Employee was given notice of termination the Employee's period of service with the Employer is less than 12 months;
- (b) the Employer is a small business as defined under the Act;
- (c) the Employee is a casual Employee;
- (d) the Employee is employed for a specified period or task; or
- (e) the Employee is dismissed for serious misconduct.

#### 6.4.6 Variation of redundancy pay for other employment or incapacity to pay

If an Employee is entitled to be paid an amount of redundancy pay by the Employer and the Employer:

- (a) obtains other acceptable employment for the Employee; or
- (b) cannot pay,

the Employer may apply to the FWA for a determination that the amount of redundancy pay is reduced to a specified amount that FWA considers appropriate.

### 6.5 STAND DOWN

#### Stand Down Without Pay

Yes. The Employer may stand you down without pay for a temporary period due to circumstances beyond their control (i.e. cyclonic or flood conditions prevent access to work or a shutdown of all or part of the Employer's operations) that prevents you from being usefully employed.

## **PART 7 - MISCELLANEOUS**

### **7.1 INDIVIDUAL FLEXIBILITY ARRANGEMENTS**

#### **7.1.1 What is an Individual Flexibility Arrangement?**

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

- (a) the arrangement deals with arrangements about when work is performed;
- (b) the arrangement meets the genuine needs of the Employer and Employee; and
- (c) the arrangement is genuinely agreed to by the Employer and the Employee.

#### **7.1.2 What are the Employer's obligations in relation to an Individual Flexibility Arrangement?**

The Employer must ensure that the terms of the individual flexibility arrangement:

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

#### **7.1.3 What are the requirements for making an Individual Flexibility Arrangement ?**

The Employer must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of the Employer and Employee; and
- (c) is signed by the Employer and Employee and if the employee is under 18 years of age, signed by a parent or guardian of the Employee; and
- (d) includes details of:
  - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
  - (ii) how the arrangement will vary the effect of the terms; and
  - (iii) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences.

#### **7.1.4 Is the Employee entitled to a copy of the Individual Flexibility Arrangement?**

Yes. The Employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

#### **7.1.5 Can the Employer or Employee terminate an Individual Flexibility Arrangement?**

Yes. The Employer or Employee may terminate the individual flexibility arrangement:

- (a) by giving no more than 28 days written notice to the other party to the arrangement;  
or
- (b) if the employer and employee agree in writing — at any time.

### **7.2 ANTI-DISCRIMINATION**

#### **7.2.1 Preventing Unlawful Conduct**

The parties to this Agreement have negotiated it so as to prevent conduct by any party that is unlawful under any applicable Commonwealth and State human rights and discrimination legislation.

#### **7.2.2 Undertakings to prevent Workplace Discrimination, Sexual Harassment, and Intimidation**

The parties to this Agreement share responsibility for ensuring that a working environment exists, which is free of workplace discrimination, sexual harassment, and intimidation. All Employees of the Employer acknowledge that any discriminatory conduct, sexual harassment, or discrimination on their part will be strongly disciplined with the possibility of termination of employment.

#### **7.2.3 Further Information on Discrimination and/or Sexual Harassment**

There is further information on discrimination and/or sexual harassment in the Staff Handbook.

### **7.3 MEDICAL EXAMINATIONS**

#### **Employee to attend Medical Examination**

If the Employer contends, for any reason, that the Employee is unable to safely perform the inherent requirements of their employment (including that the Employee is affected by drugs or alcohol, or the Employee is or has been injured) then the Employer can require that the Employee take a medical examination in the Employer's time and the Employer will meet the expense of that examination and pay for the time involved in such an examination.

## **7.4 CONSULTATIVE TERM**

### **7.4.1 When Employer must consult with Employees**

This term applies if:

- (a) the Employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
- (b) the change is likely to have a significant effect on Employees of the enterprise.

### **7.4.2 Employer must notify Employees**

The Employer must notify the relevant Employees of the decision to introduce the major change.

### **7.4.3 Representation**

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

### **7.4.4 Employer must discuss**

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

- (a) discuss with the relevant Employees:
  - (i) the introduction of the change; and
  - (ii) the effect the change is likely to have on the Employees; and
  - (iii) measures the Employer is taking to avert or mitigate the adverse effect of the change on the employees; and
- (b) for the purposes of the discussion -- provide, in writing, to the relevant Employees:
  - (i) all relevant information about the change including the nature of the change proposed; and
  - (ii) information about the expected effects of the change on the Employees; and
  - (iii) any other matters likely to affect the Employees.

### **7.4.5 Employer not required to disclose confidential or commercially sensitive information**

However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.

#### **7.4.6 Employer must give prompt and genuine consideration**

The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.

#### **7.4.7 Definition of major change**

In this term, a major change is likely to have a significant effect on Employees if it results in:

- (a) the termination of the employment of Employees; or
- (b) major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) the alteration of hours of work; or
- (e) the need to retrain Employees; or
- (f) the need to relocate Employees to another workplace; or
- (g) the restructuring of jobs.

#### **7.4.8 Definition of relevant Employees**

In this clause, the term "relevant Employees" means the employees who may be affected by the major change.

### **7.5 EMPLOYEE AUTHORISATION**

All Employees acknowledge and accept that \_\_\_\_\_ is authorised to sign this Enterprise Agreement on behalf of all Employees covered by the Agreement at the time it was made.

This Agreement is signed:

**For and on behalf of SN Parker Pty Ltd (ACN 141 034 371) by their authorised agent as set out under section 126 (1) of the Corporations Act 2001:**

**For and on behalf of the Employees of SN Parker Pty Ltd (ACN 141 034 371) being the Employee Representative of the Employees as set out under clause 7.5 of the Agreement:**

\_\_\_\_\_  
Director

\_\_\_\_\_  
Employee Representative

\_\_\_\_\_  
Print Full Name

\_\_\_\_\_  
Print Full Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

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Date

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**Witnessed by:**

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