DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Star Track Express Pty Limited
(AG2022/1987)

STARTRACK CUSTOMER SERVICE CENTRE AND CLERICAL ENTERPRISE AGREEMENT 2021

Clerical industry

DEPUTY PRESIDENT BOYCE SYDNEY, 14 JULY 2022

Application for approval of the StarTrack Customer Service Centre and Clerical Enterprise Agreement 2021

[1] An application has been made for approval of an enterprise agreement to be known as the *StarTrack Customer Service Centre and Clerical Enterprise Agreement 2021* (**Agreement**). The application was made pursuant to s.185 of the *Fair Work Act 2009* (**Act**). It has been made by Star Track Express Pty Limited (**Employer**). The Agreement is a single enterprise agreement.

Undertakings

[2] The Employer has provided written undertakings dated 14 July 2022. Those undertakings are attached at **Annexure A** to this decision and become terms of the Agreement. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement (as compared to the relevant provisions of the *Clerks - Private Sector Award 2020*), and that the undertakings will not result in substantial changes to the Agreement.

Coverage of employee organisation(s)

[3] The Australian Municipal, Administrative, Clerical and Services Union (ASU), being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants to be covered by the Agreement. In accordance with s.201(2) of the Act, I note that the Agreement covers this organisation.

Conclusion

[4] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 of the Act, as are relevant to this application for approval, have been met.

[5] I am satisfied the more beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES.

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 21 July 2022. The nominal expiry date of the Agreement is 21 July 2025.

DEPUTY PRESIDENT

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Annexure A

14 July 2022

IN THE FAIR WORK COMMISSION

Applicant: Star Track Express Pty Limited & StarTrack Retail Pty Ltd – *StarTrack Customer Service Centre and Clerical Enterprise Agreement 2021*

Section 185 – Application for approval of a single enterprise agreement

Undertaking provided under section 190 of the *Fair Work Act 2009* (Cth)

I, Adam Moulton (Head of Workplace Relations, StarTrack), have the authority given to me by Star Track Express Pty Limited & StarTrack Retail Pty Ltd (**StarTrack**) to provide the following undertaking in relation to the application before the Fair Work Commission.

In relation to the *StarTrack Customer Service Centre and Clerical Enterprise Agreement 2021* (**Agreement**), StarTrack provides the following undertaking:

1. Where, other than as part of a 'Night Shift', an employee is required by StarTrack to work ordinary hours before 5 am on Monday to Saturday, StarTrack will pay the employee for such hours at the rate of time and a half for the first two hours and double time thereafter. On Sunday, double time will be applied for all hours before 5 am.

Adam Moulton
Head of Workplace Relations

14 July 2022

Address:
People & Culture
111 Bourke Street
Melbourne, VIC, 3000

Contact:
T 0491 221 272
E adam.moulton@startrack.com.au

3478-0784-0796v2

StarTrack Customer Service Centre and Clerical Enterprise Agreement 2021

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.

Part 1 - Application and Operation of Agreement

1 Title

The Agreement shall be referred to as the StarTrack Customer Service Centre and Clerical Enterprise Agreement 2021.

2 Arrangement

This Agreement is arranged as follows:

3 Scope and Formal Matters

3.1 Coverage of the Agreement

3.1.1 This agreement shall cover:

(a) StarTrack;

(b) All employees of StarTrack employed in:

(i) StarTrack's Customer Service Centres; or

(ii) other administrative / clerical positions across Australia;

who fall within the scope of the classifications set out in this Agreement; and

(c) the Union as defined in clause 6.

3.1.2 Attachments C1, C2 and clause 3.3.3 will only apply to employees of StarTrack that immediately prior to the approval of the *StarTrack Customer Service Centre and Clerical Enterprise Agreement 2014* were covered by and classified under the *On Airport Business Development Agreement (AaE/ASU) 2011*.

3.2 Duration of Agreement

3.2.1 The Agreement operates from 7 days after it is approved by the FWC, or on the date otherwise specified by the FWC.

3.2.2 The nominal expiry date of the Agreement is 3 years from the date of commencement in clause 3.2.1.

3.3 Relationship to Legislation and other Instruments

3.3.1 This Agreement replaces the *StarTrack Customer Service Centre and Clerical Enterprise Agreement 2017*.

3.3.2 This Agreement continues to preserve the following (which were previously preserved under the *StarTrack Customer Service Centre and Clerical Enterprise Agreement 2014*), in accordance with clause 3.1.2 of this agreement:

3.3.2.1 Attachments C1 and C2 which contain provisions extracted from the *On Airport Business Development Agreement (AaE/ ASU) 2011*. Where the context in which a provision of Attachment C1 operates cannot be determined through a review of the interaction of the Agreement and Attachment C1, the *On Airport Business Development Agreement (AaE/ASU) 2011* may be utilised for background and to provide such context.

3.3.2.2 Where a term of the *On Airport Business Development Agreement (AaE/ASU) 2011* is more beneficial than the Agreement, and is not otherwise set out in Attachment C1 and C2, such term and/ or condition will be maintained where it is brought to the attention of StarTrack by an employee previously covered by the *On Airport Business Development Agreement (AaE/ASU) 2011* and/or the Union and a subsequent assessment is made by StarTrack that determines the term and/or condition is more beneficial. Notwithstanding this, the parties acknowledge that the Agreement is intended to operate as a standalone document and wholly replace (except where otherwise provided) all other agreements and prior negotiations.

3.3.3 This Agreement operates to the exclusion of any award that might otherwise apply.

3.3.4 The terms of this Agreement apply in a manner that does not exclude the National Employment Standards (**NES**). That is, no provision of the NES is displaced by this Agreement but the NES provisions may be supplemented by the terms of this Agreement. Accordingly, the NES will continue to apply to the extent that any term of this Agreement is detrimental in any respect when compared with the NES. For the avoidance of doubt, the NES (and associated definitions) are not incorporated into this Agreement.

4 Commitment to Renegotiation

4.1 The parties are committed to the principles of enterprise bargaining and will commence negotiations with bargaining representatives and the Union for a new Enterprise Agreement three months prior to the nominal expiry date of this Agreement.

4.2 Should negotiations for a new Agreement not be finalised before the nominal expiry date of this Agreement, this Agreement will continue to be observed by all parties, subject to the rights of the parties under the Act.

5 No Extra Claims

5.1 It is agreed by the parties that up to the nominal expiry date of this Agreement:

(a) The employees will not pursue any extra wage claims, whether award or over-award.

(b) The employees will not seek any changes to conditions of employment.

6 Definitions

6.1 "**Act**" means the *Fair Work Act 2009* (Cth), as amended from time to time.

6.2 "**Agreement**" means this agreement, being the *StarTrack Customer Service Centre and Clerical Enterprise Agreement 2021*.

6.3 "**ASU**" means the Australian Municipal, Administrative, Clerical and Services Union.

6.4 "**Company**" refers to StarTrack.

6.5 "**Continuous service**" means:

6.5.1 In calculating continuous service, the only absences counted as time worked are those set out in this clause and/or paid leave.

6.5.2 The following events do not break an employee's continuous service, but do not count towards the length of an employee's continuous service:

(a) any period of unpaid leave or unpaid authorised absence (other than community service leave);

(b) any period of approved parental leave which is unpaid by StarTrack. For the avoidance of doubt, any period of leave which is paid but not by StarTrack (such as the Commonwealth paid parental leave scheme) will not count towards the length of an employee's continuous service.

6.5.3 Where employees are temporarily stood down through no fault of their own, service is not considered to be broken and such time will count as time worked.

6.5.4 Any other absence from work (not otherwise referenced in this clause) does not break continuity of service unless StarTrack notifies the employee within fourteen days of the employee returning to work after the absence that service has been broken. StarTrack must tell the employee in writing in accordance with clause 6.5.5. Service will only be considered broken in accordance with applicable legislation.

6.5.5 If an individual employee is absent and such absence breaks continuity of service under this clause, StarTrack must tell that employee that service has been broken by:

(a) giving the notice to him or her personally; or

(b) posting the notice to his or her last known address.

6.5.6 It will not break an employee's continuous service if StarTrack breaks or ends the employee's service in order to avoid StarTrack's obligations in respect of leave.

6.5.7 Continuous Service does not include casual service except as required by law.

6.6 "**Employee**" means any employee who falls within the coverage of the Agreement as set out in clause 3.1.1(b) and is covered by the classification structure at clause 16 - Salaries and Classifications.

6.7 "**FWC**" means the Fair Work Commission.

6.8 "**Ordinary rate of pay**" means the appropriate rates of pay prescribed by clause 16.

6.9 "**StarTrack**" means Star Track Express Pty Limited (ACN 001 227 890) and StarTrack Retail Pty Ltd (ACN 146 789 979).

6.10 "**TWU**" means Transport Workers Union.

6.11 "**Union**" means ASU, TWU and/or any other employee organisation in circumstances where the appropriate notice under section 183 of the Act has been given to the FWC detailing that such employee organisation wants the Agreement to cover it and that the FWC has noted it is covered by the Agreement in accordance with section 201(2) of the Act.

7 Anti-Discrimination

7.1 It is the intention of the parties to this Agreement to achieve the principal object in s.351 of the Act through respecting and valuing the diversity of the workforce by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual orientation,

age, physical or mental disability, marital status, family or carer's responsibilities. pregnancy, religion, political opinion, national extraction or social origin.

7.2 Accordingly, in fulfilling their obligations under the dispute avoidance and settling clause, the parties must make every endeavour to ensure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory in their effects.

7.3 Nothing in this clause is taken to affect:

(a) any different treatment (or treatment having different effects) which is specifically exempted under anti-discrimination legislation;

(b) junior rates of pay;

(c) an employee, employer or registered organisation, pursuing matters of discrimination in any State or Federal jurisdiction, including by application to the Australian Human Rights Commission;

(d) the exemptions in s 351(2) of the Act

8 Harassment Free Workplace

8.1 StarTrack considers any form of harassment, which includes sexual harassment, racial harassment, bullying and victimisation as totally unacceptable behaviour and as such will not be tolerated under any circumstances in the workplace environment.

8.2 In keeping with StarTrack's legal responsibilities, all reasonable steps will be taken to prevent any form of harassment by ensuring proper standards of conduct are maintained and relevant policies and procedures are followed.

Part 2 - Consultation, Union Matters and Facilitation

9 Consultation and Union Matters

9.1 Consultation / introduction of significant change

9.1.1 StarTrack has the flexibility to conduct its operations within the full scope offered by this Agreement. Management has the right and obligation to manage the business.

9.1.2 Where StarTrack has made a definite decision to introduce major changes in production, programming, organisation, structure or technology that are likely to have significant effects on employees, StarTrack shall notify the employees who may be affected by the proposed changes.

9.1.3 "*Significant effects*" include termination of employment, major changes in the composition, operation or size of the workforce or in the skills required; the elimination or reduction of job opportunities; the introduction of changes to the regular roster and/or the alteration of ordinary hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs, except that where the Agreement makes provision for alteration of any of the matters referred to herein, such alteration will be deemed not to have a significant effect.

9.1.4 StarTrack shall consult with the employees affected and the applicable Union delegate and Union Official and any other representatives of employees on the introduction of the changes, the effects the changes are likely to have on employees, measures to avoid or reduce the adverse effects of such changes and shall give prompt consideration to matters raised by the employees in relation to the changes (including, in the case of changes to rosters or ordinary hours of work, the impact in relation to their family or caring responsibilities).

9.1.5 The discussions shall commence as early as practicable after a definite decision has been made by StarTrack to make the changes referred to in 9.1.2.

9.1.6 For the purposes of such discussion, StarTrack shall provide to the employees, the Union delegate concerned and Union Official and any other representatives, all relevant information about the changes, including the nature of the changes proposed, the expected effects of the changes and any other matters likely to affect employees provided that StarTrack shall not be required to disclose confidential information the disclosure of which would be harmful to its interests.

9.2 Redundancy consultation

9.2.1 The Company agrees to seek to manage all necessary staff reductions in a manner aimed at minimising the need for redundancies. Only after these means have been exhausted will a redundancy program be embarked upon.

9.2.2 Notwithstanding any obligations for notification that accrue as a result of the Act, where the Company decides to terminate the employment of employees on account of redundancy, then as soon as practicable after so deciding, and before the terminations take place, employees and, where the redundancy impacts on a member or members of the Union, the Union will be advised of the decision, together with:

(a) The terminations and the reasons for them;

(b) The number and categories of employees likely to be affected and;

(c) The time when, or the period over which, the Company intends to carry out the terminations.

9.2.3 Further, prior to termination of employment and prior to the final determination, the Company will meet as a minimum its statutory obligations to consult with employees and where the redundancy impacts on a member or members of the Union, the Union, on measures to avert or minimise the terminations, and implement measures (such as finding alternative employment) to mitigate the adverse effects of the terminations.

9.2.4 Once a definite decision has been made to make a position redundant, but before implementing a compulsory redundancy, StarTrack will investigate. provide information to and consult with the Union on the followings options:

(a) Redeployment to another position and opportunity for "job swaps" where there is a reasonable skill and location match;

(b) Employees taking extended leave and exhausting accumulated leave;

(c) Employees taking periods of unpaid leave;

(d) Full-time employees converting to part-time;

(e) Full-time employees converting to job share; and

(f) A process of expressions of interest in which a suitable number of volunteers may be found.

These options may be investigated concurrently.

9.2.5 The redundancy program shall have regard to:

(a) Retaining an age, skill and experience balance within areas of employment in each employment category;

(b) No unlawful discrimination against employees; and

(c) Special efforts to minimise retrenchment of trainees.

The Company will consult with the Union in relation to the requirements in clause 9.2.5 where redundancy impacts a member or members of the Union, on the process to be adopted on a case by case basis.

9.2.6 Review rights

An employee who receives notice of redundancy and wishes to continue working for the Company may apply for a review of the decision within four (4) working days of receiving that notice. The Company shall complete the review process within two weeks. The notice period shall be suspended for the period of the review.

9.3 Union rights

9.3.1 The Union will notify StarTrack of any employee appointed by the Union as a delegate.

9.3.2 Delegates may be granted reasonable time during ordinary working hours to discuss with the appropriate manager matters affecting employees they represent. The timing of such discussions will be subject to the operational requirements of StarTrack.

9.3.3 A delegate who attends meetings between StarTrack and the Union will be paid for time spent at the meeting, including travelling time, up to eight hours in any one day, if he/she would have otherwise lost pay for the said time. StarTrack's liability under this clause is a maximum of 5 days paid trade union training leave per delegate each calendar year, consistent with clause 9.4.

9.3.4 If StarTrack requires a delegate to attend the workplace on his/her rostered day off or after his/her normal shift for the purpose of assisting in resolving a dispute he/she will be paid for such time at ordinary time rates of pay.

9.3.5 In addition to any entitlement to paid leave, StarTrack will give delegates reasonable unpaid leave in order to work with the Union, subject to operational requirements and local management approval.

9.3.6 Additional paid leave of 6 days per delegate will be granted for the attendance of delegates at significant Union forums. This entitlement is subject to operational requirements and local management approval.

9.4 Union training leave

9.4.1 Leave of absence of up to 5 days per annum per delegate may be granted to employees to attend Union training courses or seminars on the following conditions:

(a) StarTrack's operating requirements permit the granting of leave;

(b) Reasonable notice for the taking of such leave is provided to StarTrack;

(c) The scope, content and level of the courses are such as to contribute to a better understanding of industrial relations;

(d) Leave of absence granted under this clause shall be without deduction from ordinary rate of pay (that is, not including shift penalty payments or overtime); and

(e) Leave of absence granted under this clause shall count as service for all purposes.

9.4.2 Union training courses or seminars include courses, which are:

(a) Conducted by or with the support of Trade Union Training Australia Inc; or

(b) Conducted by or under the auspices of the Union.

9.4.3 Training outside an employee's normal rosters shift hours is paid in accordance with the hours worked.

9.5 Union notice board

9.5.1 StarTrack shall erect a notice board at the site for the purpose of posting any notice thereon in connection with Union business, such board to be in a suitable location. All notices shall be signed by a Union Official, and notices which are unauthorised or improper will be removed by StarTrack.

10 Posting of Agreement

10.1 This Agreement will be posted by StarTrack at its premises in a place accessible to all employees.

11 Index of Facilitative Provisions

11.1 A facilitative provision is one which provides that the standard approach in the Agreement provision may be departed from by agreement between StarTrack, the Union (where at least one affected employee is a member of the Union) and/or an employee, or the majority of employees, in the enterprise or workplace concerned.

11.2 Facilitative provisions in this Agreement are contained in the following clauses:

Clause title	Clause number
Payment of Wages	17.1
Hours of work - start and finish time	21.2
Hours of work - variation of rostered day off	21.4.2
Hours of work - substitution of rostered day off	21.4.6(b)
Shiftwork - method of working shifts	22.3.3
Public holidays - substitution	29.4.1

11A Flexibility Provisions

11A.1 The Company will allow each employee to take up to 5 days annual leave in single day absences.

11A.2 Clause 26 (Annual leave) may be varied if an employee makes a request to the Company that up to 10 days annual leave may be taken in single day absences. The Company may agree to the request, provided the employee and the Company genuinely agree to the arrangement, and the employee is better off overall.

11A.3 If agreement is reached, the terms of the agreement will be outlined in an individual flexibility arrangement The Company must ensure that the individual flexibility arrangement:

(a) is in writing; and

(b) is about permitted matters; and

(c) does not include unlawful terms; and

(d) is genuinely agreed to by the parties; and

(e) includes the name of the Company and employee; and

(f) is signed by the Company and employee and, if the employee is under 18 years of age, signed by a parent or guardian of the employee; and

(g) results in the employee being better off overall than he or she would otherwise have been; and

(h) 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

(iv) states the day on which the arrangement commences.

11A.4 The Company must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

11A.5 The Company 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.

11A.6 The Company is responsible for ensuring that all of the requirements of clause 11A are met.

11A.7 The Company must provide copies of all flexibility arrangements made under this clause to the employee's representative, upon request.

Part 3 - Dispute Resolution

12 Procedure to Avoid Industrial Disputation

12.1 The parties agree to resolve issues in accordance with the following procedure and to continue providing service to our customers without interruption or delay.

12.1.1 Any dispute or claim over the application of this Agreement or the application of the NES shall be dealt with as follows:

(a) The matter shall first be discussed by the aggrieved employee with their supervisor;

(b) If not settled, the matter shall be discussed by the employee and where requested by the employee a representative and the next appropriate level of management. The Union delegates for the worksite have the right to attend and participate in this discussion as a representative of an employee provided that the Union delegate is the representative of the employee's choice;

(c) If not settled, the matter shall be further discussed by the employee and where requested by the employee a representative, and the appropriate representative of StarTrack. The Union State Secretary (or his/her nominee) has the right to attend at and participate in this discussion as the representative of an employee provided that the relevant Union State Secretary (or his/her nominee) is the representative of the employee's choice;

(d) If agreement has not been reached, the matter shall then be discussed between the employee and a more senior representative of StarTrack and, where requested by the employee, a representative. The Union National Secretary (or his/her nominee) has the right to attend at and participate in this discussion as the representative of an employee provided that they are the representative of the employee's choice;

(e) If the matter is still not settled, it may be submitted to a member of the FWC for conciliation and, if necessary, arbitration. The parties may be represented before the FWC subject to the requirements of section 596 of the Act. The decision of the FWC, subject to the FWC jurisdiction and normal rights of appeal, will be accepted by all parties as final resolution of the issue in dispute.

Part 4 - Employment Relationship

13 Employer and Employee Duties

13.1 StarTrack may direct an employee to carry out such duties as are within the employee's limits of skill, competence and training, consistent with the classification structure of this Agreement, provided such duties are not designed to promote de-skilling and the employee has been properly trained in the use of any equipment necessary for the performance of such duties.

14 Types of Employment

14.1 Employees under this Agreement will be engaged as either:

(a) full-time employees;

(b) part-time employees; or

(c) casual employees

14.2 Probationary Employment

14.2.1 An employee, other than a casual, employed by StarTrack shall be employed on a maximum of 13 weeks probation. They are then confirmed as a permanent employee as from the date of commencement of the probation period. Those who are not made permanent will have their probationary employment terminated at any time during the probation without eligibility to redundancy payments.

14.3 Regular part-time employment

14.3.1 It is agreed that the introduction of part- time employees will increase the efficiency of StarTrack and better match resources to workload. In determining whether part-time should be introduced or numbers increased, StarTrack would demonstrate the introduction of part-time work:

(a) addresses the problem of efficiently meeting the schedule and/or handling the peaks and troughs of the site's workload; and

(b) is necessary to satisfy the efficient/ commercial requirements of StarTrack.

14.3.2 StarTrack may employ regular part- time employees in any grade in this Agreement who will be paid on an hourly basis of the weekly rate prescribed for the classification involved.

14.3.3 A regular part-time employee is an employee who:

(a) works less than the full-time hours of 38 per week, but not less than 16 hours per week with a minimum daily engagement of four hours; and

(b) has reasonably predictable hours of work; and

(c) receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.

14.3.4 Notwithstanding clause 14.3.3(a), where an employee requests to work part time hours across two days in a week, such employee may be engaged for 15.2 hours per week .

14.3.5 Overtime will be paid to a part time employee in accordance with the provisions of clause 25.5.

14.3.6 A regular part-time employee employed under the provisions of this clause must be paid for ordinary hours worked at the rate equal to the appropriate weekly rate, divided by 38 or by the number of the ordinary hours worked by employees, other than casual or part-time employees in the establishment, whichever is the lesser.

14.3.7 A full-time employee who wishes to convert to part-time employment shall be permitted to do so if StarTrack agrees and subject to the conditions in this clause. If such an employee transfers from full-time to part-time employment all award and Agreement accrued conditions and legislative rights shall be maintained and employment shall be deemed to be continuous provided that no break in service occurs. Following transfer to part-time employment, accrual will occur in accordance with the provisions relevant to part-time employment in this Agreement.

14.3.8 When a part-time employee exceeds 1560 hours in any one year the parties at the site will review the position and providing there is an

on-going business requirement to warrant full time coverage then the position should be made up to full time.

14.3.9 The parties agree to establish a local monitoring framework to review the hours worked by part time employees.

14.4 Casual employees

14.4.1 A casual employee is defined in accordance with section 15A of the Act. Casual employees are not entitled to paid leave or redundancy pay under this Agreement, however, will be entitled to unpaid compassionate leave and other unpaid leave entitlements in accordance with the NES.

14.4.2 Casual employees will be engaged for a minimum of three hours on each day of engagement.

14.4.3 Subject to clauses 14.4.2 and 14.4.4, casual employees may work up to 25 hours per week, within the spread of hours prescribed by clause 21.1.8.

14.4.4 During StarTrack's peak period casual employees may work up to 38 hours per week, within the spread of hours prescribed by clause 21.1.8.

For the purposes of this clause "peak period" means 15 October – 31 December each year.

14.4.5 Hours worked in excess of those described in clauses 14.4.3 and 14.4.4 per week will be paid at overtime rates pursuant to clause 14.4.7.

14.4.6 A casual employee will be paid an hourly rate equal to the appropriate weekly rate divided by 38 or by the number of ordinary hours worked by employees, other than casual or regular part-time employees, in the establishment, whichever is the lesser, plus 20% loading.

14.4.7 In addition to normal overtime rates, a casual employee while working overtime or outside the spread of hours (provided the casual employee has worked two hours at ordinary time) will be paid a casual loading of 10% in lieu of the 20% prescribed by clause 14.4.6.

14.4.8 In addition to the hourly rate prescribed in clause 14.4.6, casual employees will be paid 1/12th additional loading in lieu of the annual leave entitlement.

14.4.9 Casual Conversion Rights

(a) A Regular Casual Employee who has been engaged by StarTrack for a consecutive sequence of periods of employment under this Agreement during a period of nine (9) months will thereafter have the right to elect to have his or her contract of employment converted to permanent employment if the employment is to continue beyond the conversion process. Provided that the employee's election rights will be to fixed term employment if the employment beyond the conversion process was originally for a fixed period or to undertake a specific task.

(b) StarTrack will give the employee notice in writing of the provisions of this clause within four weeks of the employee having attained such period of nine (9) months. The employee retains his or her right of election under this clause if StarTrack fails to comply with this paragraph.

(c) Any such casual employee who does not within four weeks of receiving written notice to elect to convert his or her ongoing contract of employment to a full-time employment or a part-time employment will be deemed to have elected against any such conversion.

(d) Any casual employee who has a right to elect under clause 14.4.9(a), upon receiving notice under clause 14.4.9(b) will within the expiry time given under clause 14.4.9(c) give notice in writing to StarTrack that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment. Within 21 days of receiving such notice StarTrack will consent to or refuse the election but will not unreasonably so refuse. Any dispute about a refusal of an election to convert to an ongoing contract of employment will be dealt with as far as practicable through the dispute settlement procedure.

(e) Once a casual employee has elected to become and been converted to permanent or fixed term employment, the employee may only revert to casual employment by written agreement with StarTrack.

(f) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with clause 14.4.9(d), StarTrack and the employee in accordance with this subparagraph, and subject to clause 14.4.9(d),will discuss and agree upon:

(i) which form of employment the employee will convert to;

(ii) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked; and

(iii) the day the employee's conversion to full-time employment or part-time employment takes effect.

(g) Where, in accordance with clause 14.4.9(d), StarTrack refuses an election to convert, the reasons for doing so will be fully stated and discussed with the employee concerned, and a further genuine attempt will then be made to reach agreement on the conversion process.

(h) Any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment will be dealt with as far as practicable through the dispute settlement procedure.

(i) A "*Regular Casual Employee*" for the purposes of this clause 14.4.9 is an employee who, during the last 6 months, has worked a regular pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to work as a full-time or a part-time employee (as the case may be).

14.4.10 Use of Casual employees

(a) Casual employees are intended to be utilised to supplement the permanent workforce and for short term peaks in the business or unplanned and/ or unscheduled works or short term projects, not to be the preferred form of employment.

(b) The Company will use all reasonable endeavours to ensure that Casual Employees are engaged only in lower level positions.

14.5 Temporary Employees

14.5.1 Temporary employees may be employed by StarTrack for a period or project of a minimum of 1 month and a maximum of 12 months (subject to the notice of termination provisions under this Agreement). Such employees are entitled to pro rata remuneration and conditions as provided in this Agreement based on the equivalent full-time or part-time position. At the conclusion of the employment period or project, the employees will be paid any outstanding entitlements but are not entitled to any redundancy payment.

14.5.2 StarTrack will engage temporary employees to meet customer requirements for seasonal work, special projects or events and known prolonged absences.

14.5.3 Where a temporary employee becomes permanent, prior service as a temporary employee will be recognised for annual leave, long service leave, sick leave and redundancy purposes.

14.5.4 It is the intention that the introduction of temporary employees will be by agreement at the site level and the employees/Union will not unreasonably withhold agreement. Should agreement not be achieved, the matter may be referred to the FWC through the dispute settlement procedure.

14.6 Job share

14.6.1 The job share principles are set out in Attachment B.

14.7 Use of contractors & supplementary Labour

14.7.1 Supplementary labour is intended to be utilised to supplement StarTrack's permanent workforce for short term peaks in the business, for unplanned and/or unscheduled works or for short term projects. It is not the preferred form of engagement for the Company's workforce.

14.7.2 The parties will take steps to ensure that the Company has a stable and secure workforce. This will be undertaken in the following ways:

(a) Explore all avenues to maximise employment security;

(b) Recognise the importance of retaining in-house contracts; and

(c) Review all existing services currently contracted out to ascertain if the services could be provided in-house.

14.7.3 Notwithstanding clause 14.7.1, StarTrack may engage contractors or persons via a third party organisation to meet the needs of the business.

14.7.4 StarTrack will use all reasonable endeavours to ensure that labour hire workers are engaged in lower level positions.

15 Termination of Employment

15.1 Notice of termination by Company

15.1.1 In order to terminate the employment of a permanent full-time or part-time employee StarTrack shall give to the employee the period of notice specified in the table below:

Period of continuous service	Period of notice
1 year or less	1 week
Over 1 year & up to the completion of 3 years	2 weeks
Over 3 years & up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

15.1.2 In addition to the notice referred to in clause 15.1.1, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, are entitled to an additional week's notice.

15.1.3 StarTrack may elect to make a payment in lieu of notice if the appropriate notice period is not required to be worked. Employment may be terminated by the employee working part of the required period of notice and by StarTrack making payment for the remainder of the period of notice.

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

15.1.5 The period of notice in this clause, shall not apply in the case of dismissal for conduct that justifies summary dismissal (including serious misconduct) and in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specific task or tasks. For the avoidance of doubt, the period of notice in this clause does not apply where an employee's employment has come to an end due to the specified period of time or specific task they were employed to perform having ended. Notice of termination in accordance with this clause will be required where StarTrack elects to terminate an employee's employment prior to the specific time or task which they were employed to perform ending.

15.1.6 Continuous service is defined in clause 6.5.

15.2 Notice of termination by an employee

15.2.1 The notice of termination required to be given by an employee is the same as that required of StarTrack, save and except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.

15.2.2 If an employee fails to give notice StarTrack has the right to withhold monies due to the employee to a maximum amount equal to the ordinary time rate of pay for the period of notice.

15.3 Time off during notice period

15.3.1 Where StarTrack 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 StarTrack.

15A Redundancy

15A.1 Definition

(a) "*Redundancy*" refers to any employment being terminated at the initiative of StarTrack because the number of employees exceeds the number who will be required to perform the work.

(b) "*Retrenchment*" refers to termination by StarTrack of any employee who is made "Redundant".

15A.2 Process

15A.2.1 *Timing of Notice*

(a) StarTrack will provide maximum notice possible to employees where StarTrack is to initiate a redundancy program.

(b) Should it become apparent that a redundancy situation will arise then consultation shall take place with employees and officers of the Union in accordance with clause 9.2 of this Agreement.

(c) Should redundancy be necessary, volunteers will be considered subject to the fundamental requirement that StarTrack must retain employee skills to meet operational needs.

15A.2.2 *Redundancy Payments*

A redundancy payment of three weeks ordinary time wages will be made for each year of Continuous Service and pro-rata for part years.

15A.2.3 *Maximum Payment*

The maximum amount payable under this clause as a redundancy payment shall be one (1) year's ordinary time wages.

15A.2.4 *Minimum Payment*

The minimum redundancy payment to any employee retrenched shall be four (4) weeks wages.

15A.2.5 *Notice Payment / Period of Notice*

(a) Where an employee is retrenched they will be entitled to receive four (4) weeks' notice. Where an employee is over 45 years of age, and has more than five (5) years' Continuous Service, the employee will be entitled to five (5) weeks' notice.

(b) The period of notice under this clause is in substitution for the period of notice provided for in clause 15.

(c) The notice period may be paid out in lieu at the discretion of StarTrack.

15A.2.6 *Long Service Leave*

Employees retrenched under this Agreement will on termination receive a pro-rata long service leave payment, calculated in accordance with applicable legislation, after 5 years' service.

15A.2.7 *Annual Leave*

To be paid out with annual leave loading.

15A.2.8 *Transfer of Business/Suitable Alternative Employment*

(a) Where a business is, after the date of this Agreement. transferred from StarTrack (in this clause called "the transferor") to another employer in accordance with section 311 of the Act (in this clause called "the transferee") and an employee who at the time of such transfer was an employee of StarTrack becomes an employee of the transferee;

(i) the continuity of the employment of the employee is deemed not to have been broken by reason of such transfer; and

(ii) the period of employment which the employee has had with StarTrack or any prior transferor is deemed to be service of the employee with the transferee; and

(iii) such an employee will not be entitled to redundancy payments under this agreement.

(b) In this sub-clause "Business" includes trade, process, business or occupation and includes part of any such Business and "transfer" includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and "transferred" has a corresponding meaning.

(c) Where an employee is offered suitable alternative employment regulated by means of either an enterprise agreement or an award with the transferee, or with an associated entity of StarTrack, StarTrack will have no obligation to pay that employee the redundancy benefits contained in this Agreement or in any other instrument if the employee accepts or refuses to accept the offer.

(d) Deemed continuity of service under clause 15.3.1(a) applies to all entitlements, including sick leave, annual leave, annual leave loading, long service leave, unpaid time in lieu, accrued rostered days off, service for redundancy purposes, and other entitlements accrued at the time of transfer.

(e) In this clause suitable alternative employment will normally mean a position within the same classification level and skills capability of the employee as discussed between StarTrack, the individual and the Union, based on the particular circumstances. In assessing the particular circumstances for the purpose of determining the suitability of alternative employment, consideration will be given to the impact on the employee's overall earnings. Generally, suitable alternative employment will not involve relocation away from the city or town in which the employee is employed (as a guide it will generally not involve more than a daily total of 2 hours additional travelling time).

(f) An offer of suitable employment includes a situation where, if such terms and conditions are less favourable as a total package, alternative compensation for the gap is made available to the employee at the time of the transfer.

The parties acknowledge that this list of considerations is not exhaustive but indicative.

Part 5 - Wages and Related Matters

16 Salaries and Classifications

16.1 Grading structure

16.1.1 General

(a) All employees will be graded according to the classification descriptors specified in this subclause, or such other classification descriptors as agreed to between StarTrack and the Union during the life of the Agreement.

(b) All employees will be graded at the time of employment and informed accordingly, in writing, within fourteen days of appointment.

(c) The grade of each employee will be determined by StarTrack according to the classification descriptors below, where the employee's principal functions, as determined by StarTrack, require the exercise of any one or more of the skill levels set out in the classification descriptor for the grade.

(d) An employee may be required to train other employees in the skills of their own grade and below by means of personal instruction and demonstration.

16.1.2 Grade 1

16.1.2.1 Employees in this grade perform, and are accountable for, clerical and office tasks as directed, within the skill levels set out. They work within established routines, methods and procedures. Supervision is direct.

Relevant skill levels are:

(a) *Machine operation - skill level 1* Operate telephone/intercom systems, telephone answering machines, facsimile machines, photocopiers, franking machines, and guillotines.

(b) *Information handling skills - skill level 1*

- Receive, sort, open, distribute incoming mail, process outgoing mail, receive incoming and despatch outgoing courier mail, deliver messages and documents to appropriate persons/locations;
- Prepare and collate documents;
- Sort and file documents/records accurately in correct location/ sequence using an established paper-based filing system.

(c) *Enterprise/industry, specialist skills - skill level 1*

Acquire and apply a limited knowledge of office procedures and requirements.

16.1.3 Grade 2

16.1.3.1 Employees in this grade perform clerical and office tasks using a more extensive range of skills and knowledge at a level higher than required in Grade 1. They are responsible and accountable for their own work, which is performed within established routines, methods and procedures. Supervision is routine.

Relevant skill levels are:

(a) Machine operation - skill level 2

- Operate adding machines, switchboard, paging system, telex machine, typewriter and calculator.

(b) Computer – skill level l

- Use knowledge of keyboard and function keys to enter and retrieve data through computer terminal.

(c) Keyboard typing - skill level 1

- Copy type at 25 words per minute with 98% accuracy

(d) Information handling skills – skills level 2:

- Maintain mail register and records;
- Maintain established paper-based filing/records systems in accordance with set procedures including creating and indexing new files;
- Distributing files within the organisation as requested, monitoring file locations;
- Transcribe information into records, complete forms, take telephone messages.

(e) Enterprise/industry, specialist skills – skill level 2

- Acquire and apply a working knowledge of office or sectional operating procedures and requirements;
- Acquire and apply a working knowledge of the organisation's structure and personnel in order to deal with enquiries at first instance, locate appropriate staff in different sections, relay internal information, respond to or re-direct inquiries, greet visitors.

(f) Business/financial skills - skill level 1

- Keep appropriate records;
- Sort, process and record original source financial documents (eg. invoices, cheques, correspondence) on a daily basis, maintain and record petty cash, prepare bank deposits and withdrawals and do banking.

16.1.4 Grade 3

16.1.4.1 Employees in this grade perform clerical and office tasks using a more extensive range of skills and knowledge at a level higher than required in Grade 2. They are responsible and accountable for their own work, which is performed within established guidelines. They exercise limited discretion within the range of their skills and knowledge. Supervision is general. Relevant skill levels are:

(a) *Machine operation - skill level 3*

- Operate computerised radio telephone equipment, micro/personal computer printing devices attached to personal computer, dictaphone equipment and typewriters.

(b) Keyboard typing – skill level 2

- Produce documents and correspondence using knowledge of standard formats; touch type at 40 words per minute with 98% accuracy; audio type.

(c) Computer – skill level 2

- Use one or more software application package(s) developed for a micro/personal computer to operate and populate a database, spreadsheet/worksheet to achieve a desired result; graph previously prepared spreadsheet, use simple menu utilities of personal computer;
- Following standard procedures or template for the preceding functions using existing models/fields of information, create, maintain and generate simple reports;
- Use a central computer resource to an equivalent standard.

(d) Word processing – skill level 1

- Use one or more software packages to create, format, edit proof-read, spell check, correct, print and save text documents, e.g. standard correspondence and business documents.
- Apply additional functions such as search and replace, variable fonts, moving and merging across documents and simple maths.

(e) Secretarial - skill level 1

- Take shorthand notes at 70 wpm and transcribe with 95% accuracy;
- Arrange travel bookings and itineraries, make appointments, screen telephone calls, follow visitor protocol procedures, establish telephone contact on behalf of executive.

(f) Enterprise/industry, specialist skills - skill level 3

- Apply a working knowledge of the organisation's products/services, functions, locations and clients;
- Respond to and act upon most internal/external inquiries in own function area.

(g) Information handling skills – skill level 3

- Use and maintain a computer-based record management system to identify, access and extract information from internal sources;

- Maintain circulation, indexing and filing systems for publications, review files, close files, archive files.

(h) Business/financial skills - skill level 2

- Maintain financial records and journals, collect and prepare time and wages records; prepare accounts payable for authorisation; respond to simple account queries from debtors; post transactions to ledger.

(i) Employees holding a Certificate of Office and Secretarial Studies (TAFE) or accredited equivalent and who are required to use skills and perform tasks within the range of skills in Grade 3 shall be graded at Grade 3 or above.

16.1.5 Grade 4

16.1.5.1 Employees in this grade perform clerical and office tasks using a more extensive range of skills and knowledge at a level higher than required in Grade 3. They are responsible and accountable for their own work, and exercise discretion and initiative in the organisation of work within prescribed limits. Supervision is limited.

Relevant skill levels are:

(a) *Keyboard typing - skill level 3*

- Format complex documents including technical data, technical language, tables, graphs, text design, indexing, variable type face; produce documents requiring specified form or to comply with regulations or standards.

(b) *Computer - skill level 3*

- Apply knowledge of intermediate functions to manipulate data, ie. modify fields of information, develop new basic databases or spreadsheet models, spreadsheet, perform reconciliation.

(c) *Word processing - skill level 2*

- Use one or more software packages to apply advanced functions such as text columns, money columns, tables e.g. to produce financial statements, printed forms, sorting, boxes. create displays of charts or graphs in report format, select style sheets appropriate to final presentation.

(d) *Secretarial skills – skill level 2*

- Take shorthand notes at 100 wpm and transcribe with 95% accuracy; manage executive appointments; respond to invitations; organise internal meetings on behalf of executive; establish and maintain reference lists/personal contact systems for executives.

(e) *Enterprise/industry, specialist skills - skill level 4*

- Provide detailed advice and information on the organisation's products and services; respond to client/public/supplier and internal organisation inquiries, within own function area, using such techniques as personal interview and liaison; explain organisation's viewpoint to clients and appropriate persons, using knowledge of internal/external regulatory requirements related to own function area;
- Acquire and use specialist vocabulary, i.e. technical/medical/legal within the scope of this grade.

(f) *Information handling - skill level 4*

- Create new forms of files and records as required using computer-based records systems, e.g. customer/client/ supplier and subscription lists;
- Access, identify and extract information as required from external sources e.g. databases, libraries, and local authorities.

(g) *Business/financial - skill level 3*

- Prepare cash payment summaries, banking reports; apply purchasing and inventory control requirements; post transactions to ledger; reconcile debtors, creditors and general ledger accounts to balance; follow-up unpaid accounts by telephone liaison/interview; prepare documentation on overdue accounts

for senior officers or referral to debt recovery processes; calculate wage and salary requirements including tax, superannuation and other deductions and transfer payments for authorisation; calculate stock valuations; prepare bank reconciliations; calculate costings using established formulae for all inputs and margins.

(h) *Supervisory - skill level 1*

- Allocate work tasks to individuals, check work progress and correct errors.

16.1.6 Grade 5

16.1.6.1 Employees in this grade perform clerical and administrative duties using a more extensive range of skills and knowledge at a level higher than required in Grade 4. They are responsible and accountable for their own work, and may have limited responsibility for the work of others. They exercise initiative, discretion and judgement within the range of their skills and knowledge. Supervision is minimal. Relevant skill levels are:

(a) *Computer - skill level 4*

- Use a variety of application software packages within a micro/personal computer network including importing data from one package to another;
- Evaluate usefulness or applicability of software programs (using existing software programs) and recommend preferred solutions to meet new or different application requirements;
- Use advanced spreadsheet functions, (e.g. Macro functions etc) to enhance operation of the spreadsheet;
- Use a central computer resource to an equivalent standard.

(b) *Word processing - skill level 3*

- Use all preceding word processing functions and integrate word processing software with other application software packages to produce complex text and data documents;
- Apply knowledge of desk top publishing to integrate complex documents;
- Apply advanced functions including macros, moving columns for complex formatting of documents such as multi-column reports and presentations, including booklets. Apply complex maths functions.

(c) *Secretarial skills - skill level 3*

- Take shorthand notes at 120 wpm and transcribe at 95% accuracy; attend executive/ organisational meetings and take minutes; answer executive correspondence from verbal or rough handwritten instructions, organise teleconferences.

(d) *Enterprise/industry - skill level 5*

- Apply detailed knowledge of the road transport industry to complex issues/arrangements in such areas as consumer/client services, special products/service knowledge, and respond within established internal/ external regulatory parameters and policies. Indicative Specialist skills include:
- Apply detailed knowledge of customs law and regulations to overseas sales and ordering.
- Apply detailed knowledge of inventory/stock requirements to obtain competitive quotations and initiate purchasing.
- Apply detailed knowledge of internal/ external regulatory parameters and policies relating to industrial and employment law, occupational health and safety, workers compensation claims procedures, superannuation requirements.

(e) *Information handling - skill level 5*

- Develop, plan and implement new paper-based/manual filing records systems for the enterprise; assist in separate undertaking research (locate/solicit, summarise/extract and

interpret information) related to function areas.

(f) *Business/financial - skill level 4*

- Post transactions to ledger and prepare a trial balance; prepare end of period adjustments and transfers using general journal; prepare financial/tax schedules for periodic tax requirements such as payroll, sales and group tax returns; reconcile general ledger accounts; determine costings by calculating input costs and margins;
- Apply detailed knowledge of organisation's credit terms to new accounts and to following up significant debtors, prepare period debtor statements.

(g) *Supervisory - skill level 2*

- Resolve operational problems for staff in lower grades, coordinate work flow within a section or unit, and counsel and advise staff who are under routine supervision.

16.1.7 Grade 6

16.1.7.1 Employees in this grade perform clerical and administrative duties using a more extensive range of skills and knowledge at a level higher than required in Grade 5. They are responsible and accountable for their own work, and may have responsibility for the work of a section or unit. They exercise initiative, discretion and judgement within the range of their skills and knowledge. Supervision is minimal and only as required.

Relevant skill levels are:

(a) *Computer - skill level 5*

- Operating/coordinating a group of computers such as a small multi-user system or a large group of personal computers which may include operating a help desk, running and monitoring batch jobs and performing regular back-ups and restores.

(b) *Enterprise/ industry - skill level 6*

- Apply knowledge of the organisation’s objectives, performance, apply specialist knowledge, in areas such as projected growth, product trends and general industry conditions including:
  - Knowledge of competitors and major clients' market structure in the performance of own responsibilities;
  - Import/export activities.

Indicative Specialist skills include:

- Use knowledge of basic statistics to interpret data from spreadsheets, statistical tables, graphs and frequency tables in the performance of own responsibilities;
- Administration of workers' compensation claims, insurance and disputed claims.

(c) *Supervisory - skill level 3*

- Plan and organise work priorities of a unit or section; re-schedule workloads as necessary and resolve operational problems for unit or section; monitor work quality of those supervised; use observations, diagnosis and intervention skills to ensure unit/section meets objectives; organise and chair necessary work meetings/conferences; assist in planning future sectional/office organisational resources and equipment needs.

(d) *Business/ financial skills - skill level 5*

- Administer individual salary packages, travel expenses and company transport;
- Administer specialist salary and payroll requirements e.g. Eligible Termination Payments, Superannuation Trust Deed Requirements, Redundancy Calculations, Maintenance Support Schemes etc.

(e) *Secretarial - skill level 4*

- As well as having shorthand skills of

skill level 3, arrange conferences and external meetings including venues, agendas, documentation, audio-visual requirements, catering, transport and accommodation; originate executive correspondence; assist executive in preparing attending and following up appointments, interviews, meetings, etc,; assume responsibility for designated areas of executive's work, on delegated authority.

16.1.8 Supervision - Definitions

16.1.8.1 The levels of supervision referred to above are defined as follows:

(a) *Direct*

- The employee receives detailed instructions on work to be performed and is subject to frequent personal progress checks.

(b) *Routine*

- The employee receives broad instructions on work to be performed except when new or unusual features require more specific instructions. Work in progress is checked intermittently whilst all work is checked on completion.

(c) *General*

- The employee receives specific instructions only when new procedures or tasks are involved. Work is checked on completion.

(d) *Limited*

- The employee is subject to work checks, which are generally confined to establishing that satisfactory progress is being made. Work is reviewed on completion.

(e) *Minimal*

- The employee is subject to final review/report back on work and may receive assistance with specific problems.

16.1.9 The parties to this Agreement agree to review the classification structure in clause 16.1. The Review will be undertaken during the life of the Agreement.

16.2 Salaries

16.2.1 All adult employees will receive a base rate of pay according to their classification and in line with the amounts set out in clause 16.3.

16.3 Wage Increases & Introductory Classification

16.3.1 *Wage increase*

Subject to clause 16.3.2, and Attachment A2, an adult employee in the classifications listed in this Agreement will receive the pay increases set out below which are to be applied to the rate of pay which applied to an employee immediately prior to approval of this Agreement:

(a) an increase of 3% to be applied in the first full pay period on or after the commencement of the agreement;

(b) a further increase of 3% to be applied in the first full pay period on or after 12 months from the commencement of the agreement;

(c) a further increase of 3% to be applied in the first full pay period on or after 24 months from the commencement of the agreement;

16.3.2 For the avoidance of doubt, adult employees who immediately prior to the approval of the *StarTrack Customer Service Centre and Clerical Enterprise Agreement 2014* were covered by and classified under the *AAE Retail ASU Business Development Agreement 2011* or the *On Airport Business Development Agreement (AaE/ASU) 2011* will be paid the appropriate classification rate as set out in Attachment Al or Attachment C2 (as applicable). Such rates are inclusive of the wage increase amounts set out in clause 16.3.1.

16.3.3 All new employees employed in the Customer Service Centre will be initially classified and paid at Grade 3. After six months of working at the Customer Service Centre an employee will be classified and paid at Grade 4.

16.4 Salary sacrifice

16.4.1 The Company and a permanent employee (full and part time) may agree to enter into a motor vehicle salary sacrifice arrangement whereby part of the purchase price will be sacrificed from pre-tax earnings over an agreed period of time by way of a novated lease.

16.4.2 An employee may, voluntarily, utilise part of his/her pre-tax salary on superannuation, to the extent permitted by law, and their relevant superannuation fund's trust deed/rules.

16.5 Higher duties allowance

16.5.1 Where an employee temporarily undertakes higher position responsibilities on any one day he or she will be paid the higher rate of pay for the whole of the working time on that day.

16.5.2 An employee on development training who is being directly supervised or coached shall not receive additional payment under clause 16.5.1.

16.5.3 Where an employee has acted continuously in a position for more than 12 months and for which he or she has been paid higher duties allowance in accordance with 16.5.1 the employee will advance to the next increment in that position for the purpose of calculating the allowance in accordance with 16.5.1.

16.5.4 *Vacant Positions*

If:

(a) a position is vacant; and

(b) the position has been filled on Higher Duties Allowance (HOA) for 12 months or more; and

(c) the position is expected to continue to be required;

then the position will be filled using the normal recruitment and selection process.

16.5.5 StarTrack will not rotate an employee through a vacant position to higher duties as a means of avoiding the intent of clause 16.5.3. Secondments will not be used to avoid permanently filling positions. StarTrack will not use this clause to avoid filling vacancies that exist.

16.5.6 A position will not be considered vacant where the occupant is on approved long term leave that extends beyond 12 months (e.g. parental leave).

16.6 Training

16.6.1 Where, as a result of consultation, it is agreed by StarTrack that additional training should be undertaken by an employee, the training may be undertaken either on or off the job. If the training is undertaken during ordinary working hours the employee concerned will not suffer any loss of pay. StarTrack will not unreasonably withhold such paid training leave.

16.6.2 Any costs associated with the standard fees for prescribed courses and prescribed textbooks (excluding those textbooks which are available in StarTrack's technical library) incurred in connection with the undertaking of training must be reimbursed by StarTrack upon production of evidence of expenditure to StarTrack's satisfaction. Reimbursement of standard fees may be made at the completion of the prescribed course or annually, whichever is the earlier, subject to reports of attendance at such courses.

16.6.3 Travel costs incurred by an employee undertaking training in accordance with this clause which exceeds those normally incurred in travelling to and from work will be reimbursed by StarTrack upon production of evidence of expenditure to StarTrack's satisfaction.

16.6.4 *Shift Penalty through Training*

For management approved training, employees will be paid according to the hours worked.

17 Payment Of Wages

17.1 Period of payment

Payment of wages for all employees shall be credited to the employee's nominated bank account or credit union on a weekly basis, or such other intervals agreed with the majority of employees and the Union.

18 Allowances

18.1 Allowances Adjustment

18.1.1 Work related allowances will be adjusted by the same percentages as the wages outlined in clause 16.3.1 of this Agreement, on the dates set out in clause 18.1.3. The work related allowances are First Aid Allowance (clause 18.3), District Allowance (clause 18.7), Disability Allowance (clause 18.8), Social Disability Allowance (clause 18.3.6(a) of Attachment Cl) and Multiple Starts Allowance (clause 18.3.6(b) of Attachment C1.

18.1.2 Expense related allowances will be adjusted on the dates set out in clause 18.1.3. Such adjustments will be in accordance with the annual percentage increase in the relevant

component of the CPI for the preceding quarter. The expense related allowances are Meal Allowance (clause 18.2) and Airport Transport Allowance (clause 18.2.3 of Attachment C1). The relevant component of the CPI for Meal Allowance is "Meals Out Take Away". The relevant component of the CPI for the Airport Transport Allowance is "Private Motoring".

18.1.3 For the purposes of the allowances referred to in clauses 18.1.1 and 18.1.2, annual adjustments will take place on the first full pay period on or after the commencement of the Agreement, and the first full pay periods on or after 12 months after the commencement of the Agreement and 24 months after the commencement of the Agreement respectively.

18.1.4 Allowance rates are at Attachment A1.

18.2 Meal allowance

18.2.1 The prescribed meal allowance for the purposes of this Agreement is as set out in Attachment A1. The prescribed meal allowance is not paid where StarTrack provides the employee with a meal.

18.2.2 An employee will be paid the prescribed meal allowance and will be entitled to a paid meal break of twenty minutes in addition to any overtime payment, as follows:

(a) Where required to work beyond one hour after his or her usual finishing time and beyond 6.00 p.m. or where two or more hours overtime is worked. Where such overtime exceeds five hours, a further meal allowance will be payable.

(b) When required to work more than five hours on a Saturday, Sunday or a public holiday. A further meal allowance will be paid when an employee is required to work more than nine hours on such a day and thereafter at the end of each additional four hours' work, provided the employee continues working after each qualifying period.

18.2.3 If an employee has provided their own meal after being notified that they are required to work in any of the circumstances outlined above and is not required to do so, the employee will be paid the prescribed meal allowance for the superfluous meal.

18.3 First aid allowance

18.3.1 An employee, who has been trained to render first aid and who is the current holder of appropriate first aid qualifications such as a certificate for the St. John's Ambulance or similar body, will be paid an allowance per week as set out in Attachment A1, if the employee is appointed by StarTrack to perform first aid.

18.4 Protective clothing and equipment

18.4.1 Any StarTrack employee may be required to wear a uniform. Where an employee is required to wear a uniform the uniform will be supplied by StarTrack in accordance with StarTrack policy.

18.4.2 Where necessary StarTrack will supply all appropriate protective clothing and equipment which shall be used by the employee concerned in accordance with StarTrack policy.

18.4.3 Where practical and price competitive StarTrack will source the supply of the article of clothing/uniforms from local suppliers.

18.5 Vehicle allowance

18.5.1 An employee who utilizes their own motor vehicle on StarTrack business shall be paid an allowance consistent with the? StarTrack policy manual.

18.6 Living away from home allowance

18.6.1 Where an employee is required to work away from his or her usual place of duty at some place other than his or her home town, the employee must be paid in accordance with existing practices.

18.6.2 Where an employee is required to work at a location away from his or her usual place of duty which does not necessitate leaving his or her hometown, the employee will be paid the following:

(a) any excess fares over what are normally incurred for travelling upon production of evidence of expenditure to StarTrack's satisfaction; and

(b) at the ordinary rate of pay for any time in excess of the time normally spent in travelling from the employee's home to his or her usual place of duty and returning.

18.7 Disability allowance

18.7.1 If significant disabilities occur for a period of two weeks or more because of construction, reconstruction, alteration, major repair or other like work at or in the immediate vicinity of the premises in which the employees are required to work, employees will be paid the following allowances from the date of the application:

(a) If the construction work involved excessive fumes, noise and dust through construction vehicles, drilling, electric saws and jack hammering, form work and concrete pours - an allowance per hour as set out in Attachment A1.

(b) If the construction work involves noise and dust to a limited degree due to alterations and/or the removal or installation of plant and machinery and a marked reduction in workspace - an allowance per hour as set out in Attachment A1.

18.7.2 The date of effect for the allowance will be from the date of the claim and subject to the existence of the disability.

18.7.3 The disability allowance will not be included with the wage rates for all purposes of the Agreement.

19 TNA - Training Needs Analysis / Skills Audit and Training Plan

19.1 StarTrack agrees to work towards the development of a formal and structured TNA training needs analysis of employees at all major sites.

19.2 The TNA process is to be planned and commenced within the first 12 months of the new Agreement

19.3 StarTrack to provide relevant support and resources where necessary to assist with the task of conducting the TNA.

20 Superannuation

20.1 StarTrack is to contribute compulsory superannuation payments on behalf of employees covered by this Agreement in accordance with the *Superannuation Guarantee (Charge) Act 1992* (Cth). Contributions will be made to a compliant employee approved choice of fund where one is nominated, or to StarTrack's default fund subject to applicable legislation. The compulsory contribution rate made by StarTrack on behalf of each employee solely in an accumulation-style fund shall be no less than 12%.

Part 6 - Hours of Work, Breaks, Overtime, Shiftwork, Weekend Work

21 Hours of Work

21.1 General

21.1.1 The ordinary time for employees (required to work Shiftwork/day work) shall be 152 hours over 20 days with a maximum of 20 appearances.

21.1.2 Ordinary hours shall be 38 hours per week with no "Z" day or 40 hours per week involving a "Z" day.

21.1.3 Where "Z" days apply, the parties agree that "Z" days will either be rostered as days off or taken in conjunction with annual leave.

21.1.4 It is agreed a maximum of 12 "Z" days may be accrued at any time, and any subsequent accrual i.e. the 13th day will be paid out at the time of accrual. However, where an agreed 13th day is not able to be taken due to operational reasons, an alternative 13th day is to be agreed between the employee and StarTrack i.e. the 13th day is not to be paid out automatically.

21.1.5 Accruals up to 12 days may only be paid out at the employee's request and approved by StarTrack. "Z" days are paid out at ordinary time only.

21.1.6 Ordinary hours worked on a daily basis may be varied between 7.6 and 10 hours to ensure the efficient allocation of employees to meet the operations workload demands. It will be further open to the parties to reach agreement as to the working of up to a 12 hour shift, subject to agreement being reached in line with ACTU guidelines on:

(a) Proper health and stress monitoring;

(b) Suitable roster arrangements being made;

(c) Proper supervision being provided;

(d) Adequate breaks being provided;

(e) Implemented through the consultative process; and

(f) Proper arrangement in relation to staff penalties, sick leave, workers compensation, long service leave and overtime being agreed.

21.1.7 It is the intention that the introduction of changes in daily hours (beyond 10 hours) will be by agreement at the site level and the employees/Union (where at least one affected employee is a member of the Union) will not unreasonably withhold agreement. Should agreement not be achieved the matter may be referred to the FWC through the dispute settlement procedure.

21.1.8 Ordinary hours worked shall be between the hours of 7.00am and 7.00pm Monday to Friday, and 7.00am and 12.30pm Saturday, subject to any approved flexible working arrangements under the Act. Employees who previously opted-out of being rostered for Saturday work in accordance with the StarTrack Customer Service Centre and Clerical Enterprise Agreement 2014 will continue to be exempt from being rostered to work on a Saturday.

21.1.9 StarTrack will make reasonable endeavours to ensure that employees are provided with two consecutive days off work each week, but for where an employee requests that only one day's break be provided.

21.2 Start and Finishing times

21.2.1 Starting and finishing times once fixed will not be altered without seven days' notice being given by StarTrack to the employee. Once having been determined the starting and finishing times may be varied by agreement between StarTrack and the employee to suit the circumstances of the establishment or, in the absence of agreement, by seven days' notice of alteration given by StarTrack to the employee.

21.3 Make-up time

21.3.1 An employee may elect, with the consent of StarTrack, to work make-up time, under which the employee takes time off during ordinary hours, and works those hours at a later time,

during the spread of ordinary hours provided in the Agreement at ordinary rates.

21.4 Rostered days off

21.4.1 This clause shall only apply where "Z" days are accrued in accordance with clause 21.1. For the avoidance of doubt "Z" days and rostered day's off are interchangeable terms for the purpose of this Agreement.

21.4.2 An employee's normal rostered day off may be changed during a roster period by agreement between StarTrack and the employee or in the absence of agreement by StarTrack giving two working days' notice of such alteration, to the employee.

21.4.3 For each of the nineteen days worked as provided in clause 21.1 employees will work up to a maximum of eight ordinary hours of work per day, and payment will be for a maximum of 7 hours and 36 minutes per day with accrual for entitlement for a rostered day off being made on the basis of a maximum of 24 minutes per day.

21.4.4 Absences from duty

(a) Where an employee is absent from duty (other than for authorised paid leave under the NES or accident make-up pay (up to five days) the employee for each day absent will lose average pay for each such day calculated by dividing the average weekly rate by five.

(b) An employee who is absent for part of a day will lose average pay for each hour the employee is absent by dividing the employee's average weekly rate by 38.

(c) An employee who is absent from duty will not accrue the entitlement for a normal rostered day off. The employee will take the day off as rostered but will be paid, in respect of the week during which the rostered day off is taken the employee's weekly pay less an amount calculated according to the following formula:

$$\text{Number of days absent during cycle x daily accrual entitlement} \times \frac{\text{Average ordinary weekly pay}}{38}$$

(where the daily accrual entitlement is that outlined in clause 21.4.3)

(d) Where an employee takes long service leave, entitlement to accrue towards a rostered day off will cease. The employee will be paid the value of accrued entitlement outstanding on the last day of work prior to taking long service leave.

21.4.5 An employee absent from work by virtue of an incapacity which has resulted from an injury received under circumstances which entitle an employee to receive workers compensation does not accrue rostered day off entitlements during the period of absence. Upon resumption of work the entitlement period for accrual will resume and the employee will be entitled to take a rostered day off when such accrual is complete.

21.4.6 Substitute days

(a) StarTrack may substitute an employee's rostered day off for another day in the case of breakdown of plant and equipment or a failure or shortage of electric power or to meet the requirements of the business, or some other emergency situation.

(b) An individual employee, with the agreement of StarTrack, may substitute the day to take off for another day.

22 Shiftwork & Shift Loadings

22.1 General

22.1.1 Shiftwork may be worked where an employee is required to work in direct association with or in conjunction with other employees who are working shiftwork directly connected with the handling of goods in the road transport industry and where the working of shifts by employees is an essential part of the operation.

22.1.2 For the avoidance of doubt, this clause provides for shift loadings which are payable to all employees (where deemed to be performing Shiftwork for the purposes of this clause) who work ordinary time outside the span of ordinary hours in clause 21.1.8.

22.1.3 The overtime provisions in clause 25 will apply to employees where they are working hours in excess of their ordinary time. The provisions of this clause will not apply to overtime work.

22.2 Definitions

22.2.1 For the purposes of this clause:

(a) "**Afternoon Shift**" means any shift finishing after 7.00 p.m. and at or before midnight (subject to Attachment A3).

(b) "**Night Shift**" means any shift finishing after midnight and at or before 8.00 am.

(c) "**Permanent Night Shift**" means a night shift which does not rotate with another shift or day work and which continues for a period of not less than four consecutive weeks.

(d) "**Shiftwork**" means work undertaken on Afternoon Shift, Night Shift or Permanent Night Shift, and includes Permanent Shiftwork. Employees will only receive the benefits of the entitlements in this clause for the duration of the time spent working on Shiftwork.

(e) "**Permanent Shiftwork**" is worked where an employee predominantly works Shiftwork but is rostered to work, in the normal course of their roster, during the span of ordinary hours in clause 21.1.8. Employees working Permanent Shiftwork will receive the entitlements in this clause for all hours worked.

22.3 Special provisions for working Shiftwork

22.3.1 Ordinary hours will be worked continuously except for rest breaks.

22.3.2 Rosters

(a) Shift rosters will specify the commencing time and finishing times of ordinary working hours of the respective shift. A copy of the shift roster will be kept posted in a prominent place.

(b) The shift roster will not be altered unless seven days' notice is given.

22.3.3 The method of working shifts, that is shifts less than 7.6 hours or beyond 10 hours may be varied by agreement between StarTrack and the majority of employees, to suit the circumstances of the establishment

22.3.4 Additional payments for ordinary work hours

(a) Monday to Friday

An employee working Shiftwork will, for all work done during ordinary hours of any shift be paid in addition to the ordinary rates prescribed by clause 16.2, the following additional percentages:

Shift	At the rate of
Afternoon Shift	17%
Night Shift	20%
Permanent Night Shift	30%

(b) Saturdays, Sundays and public holidays

(i) Employees undertaking Shiftwork (as defined in clause 22.2) on a Saturday, Sunday or public holiday will be paid in accordance with the relevant provisions in clause 24 - Saturday, Sunday and public holiday rates. For the avoidance of doubt, employees working Permanent Shiftwork will be paid in accordance with clause 24.1.3.

(ii) Where ordinary Shiftwork hours commence between 11.00 p.m. and midnight on a Sunday or public holiday, the ordinary time worked before midnight will not entitle the employee to the Sunday or public holiday rate.

(iii) The time worked by an employee on Shiftwork which commences before midnight on the day preceding a Sunday or public holiday and extends into a Sunday or a public holiday will be regarded as time worked on the Sunday or public holiday.

(c) Meal break

At least twenty minutes will be allowed to an employee working on Shiftwork, for a meal during each shift before the expiration of five hours. Such meal break will be regarded as time worked. For the avoidance of doubt, an employee working Shiftwork will be entitled to a 20 minute paid break for every five (5) hours worked.

22.4 Restrictions on shiftwork

22.4.1 No employee under eighteen years of age will be rostered to work on Shiftwork.

22.4.2 No employee under 21 years of age will be employed on Night Shift.

22.5 Allocation of overtime and rostering

22.5.1 Employees covered by this Agreement will not be unlawfully discriminated against in roster and overtime allocation.

Any reports of unlawful discrimination will be dealt with in accordance with StarTrack's Anti-Discrimination Policy.

23 Breaks

23.1 Meal period

23.1.1 An unpaid meal break of not less than 30 minutes and not more than one hour will be allowed to each employee (other than for employees working on Shiftwork who will be entitled to breaks in accordance with clause 22.3.4(c)).

23.1.2 The meal break will be taken no later than five hours after the employee commences work.

23.1.3 Overtime rates will be paid to an employee for work done at the direction of StarTrack during the employee's meal period and for all further work until a meal period is allowed.

23.2 Rest periods

23.2.1 Customs and practices existing as at the commencement of this Agreement will continue.

24 Saturday, Sunday and Public Holiday Rates

24.1 Saturday work

24.1.1 All work performed on a Saturday during the ordinary spread of hours and worked as ordinary time will be paid at the rate of time and a quarter.

24.1.2 An employee who works ordinary time on a Saturday, any time of which falls outside of the ordinary spread of hours, will be paid a loading of 50% for all hours worked during such shift Such employees will also be entitled to the meal break provided for in clause 22.3.4(c).

24.1.3 An employee working shiftwork on a Saturday will be paid at the rate of time and a half for all ordinary hours worked. For the purposes of this clause, an employee will be deemed to be working shiftwork on a Saturday where they have been engaged on Shiftwork for 100% of ordinary time worked in the preceding week's roster period, or they are engaged on Permanent Shiftwork. Where this threshold is not met, an employee will be paid in accordance with clauses 24.1.1 and 24.1.2.

24.1.4 All work performed outside of ordinary time (whether the employee is working shiftwork on the Saturday or otherwise) will be paid at overtime rates as set out in clause 25.1.

24.1.5 The penalty rates prescribed in this clause are in substitution for and not cumulative on the shift allowances prescribed in clause 22.3.4(a).

24.2 Sunday and public holiday work

24.2.1 An employee will be paid a minimum of four hours at the rate of double time for work done on a Sunday.

24.2.2 An employee required to work on a public holiday or substitute day as provided in clause 29 - Public Holidays, will be paid a minimum of four hours at the rate of double time and one half provided the employee is available for work during this period.

24.2.3 The penalty rates prescribed in this clause are in substitution for and not cumulative on the shift allowances prescribed in clause 22.3.4(a), 24.1.2 or 24.1.3.

25 Overtime

25.1 Payment for working overtime

25.1.1 An employee will be paid overtime at the rate of time and a half for the first two hours and double time thereafter for all time worked:

(a) in excess of the employee's ordinary hours per day or per week;

(b) before the rostered commencement time on any day; or

(c) after the rostered finishing time on any day

25.1.2 In computing overtime for an employee each day's work stands alone.

25.2 Saturday work

25.2.1 An employee required to work overtime on a Saturday will be paid for a minimum of three hours at the overtime rates set out in clause 25.1.1, except where such hours are continuous with ordinary hours being worked on a Saturday.

25.3 Sunday and holiday work

25.3.1 The rates set out in clause 24 - Saturday, Sunday and Public Holiday Rates, will apply to employees working overtime on a Sunday or public holiday.

25.4 Special rates not cumulative

25.4.1 The overtime rates prescribed in this clause are in substitution for and not cumulative on the shift allowances prescribed in clause 22.3.4.

25.5 Payment of overtime for part time employees

25.5.1 A part time employee will be paid at the overtime rates provided for in clause 25.1 where:

(a) the part time employee's daily hours exceed the daily rostered hours of an equivalent full time employee; or

(b) the weekly single time hours of the part time employee exceed 38.

25.5.2 Where a part time employee is required to work additional hours beyond the part time employee's agreed part time hours, and these additional hours do not attract overtime as provided for in clause 25.5.1 the additional hours will be paid at single time. Provided that each additional hour worked at single time will also count for the purpose of superannuation, annual leave, sick leave, and long service leave and for the calculation of Termination of Employment and Redundancy.

25.6 Meal allowance

25.6.1 An employee required to work overtime on Shiftwork in excess of one hour will be paid a meal allowance as prescribed in clause 18.2. If overtime exceeds five hours on any shift a further meal allowance will be paid.

25.7 Rest break

25.7.1 An employee working overtime will be allowed a rest break of twenty minutes without deduction of pay after each four hours of overtime worked if the employee continues work after such rest break.

25.7.2 Unless the period of overtime is less than one and a half hours an employee before starting overtime and after working ordinary hours will be allowed a meal break of twenty minutes which will be paid for at ordinary rates. StarTrack and the employee may agree to any variation of this provision to meet the circumstances of the work in hand provided that StarTrack will not be required to make any payment of any time allowed in excess of twenty minutes.

25.8 Rest period after overtime

25.8.1 An employee, after the completion of overtime work performed on the specific instruction of StarTrack after the usual ceasing time, will be entitled to be absent until the employee has had ten (10) consecutive hours off duty without deduction of pay for ordinary time of duty occurring during such absence.

25.8.2 If on the instructions of StarTrack, an employee resumes work without having had ten (10) consecutive hours off duty, the employee will be paid at the rate of double time until the employee is relieved from duty. The employee will then be entitled to be absent until the employee has had ten consecutive hours off duty without deduction of pay for ordinary time off duty occurring during the absence.

25.9 Return to duty

25.9.1 Where an employee is required to return to duty after the employee's usual finishing time for that day the employee is entitled to be paid at the overtime rates provided in clause 25.1, but will receive a minimum payment as for three hours work. This clause does not apply where the work is continuous (subject to a meal break of not more than one hour) with the completion of ordinary working time.

25.10 Time off in lieu of payment for overtime

25.10.1 An employee may elect, with the consent of StarTrack, to take time off in lieu of payment for overtime at a time or times agreed with StarTrack.

25.10.2 Overtime taken as time off during ordinary time hours will be taken at the ordinary time rate that is an hour for each hour worked.

25.10.3 StarTrack will, if requested by the employee, provide payment, at the rate provided for the payment of overtime in the Agreement, for any overtime worked under clause 25.1.1 where such time has not been taken within four weeks of accrual.

25.11 Transport of employee

25.11.1 StarTrack shall provide the employee with transport to or from his or her usual place of residence or the place where he or she leaves his or her own mode of transport when he or she works authorised overtime:

(a) and the usual or reasonable means of transport are not available; or

(b) where the overtime is performed before 6.30 a.m. or after 8.00 p.m.

Part 7 - Types of Leave and Public Holidays

26 Annual Leave

26.1 Period of annual leave

26.1.1 For each year of service an employee is entitled to four weeks (ie the number of days which are worked in a four week period) of paid annual leave. The entitlement to annual leave accrues progressively during each year of service according to the employee's ordinary hours of work and accumulates from year to year.

26.2 Payment for period of annual leave

26.2.1 Before an employee proceeds on annual leave he or she will be paid any monies then due in respect of the annual leave being taken or which may accrue during the period of leave.

26.3 Annual leave loading

26.3.1 On taking a period of annual leave an employee will be paid a loading at his or her ordinary rate of pay for each completed year of service for which annual leave is payable. as follows:

(a) Day workers

An employee who would have worked on day work only had the employee not been on leave – a loading of 17½%.

(b) Shift workers

An employee who would have worked on shift work had the employee not been on leave - the greater of:

(i) a loading of 17½%; or

(ii) the shift loading as prescribed in clause 22.3.4, that would have been payable for the shifts worked had the employee not been on leave.

26.3.2 The loadings prescribed by this clause, will apply to periods of leave accrued on termination.

26.3.3 An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences. until at least five consecutive annual leave days are taken.

26.4 Time of taking annual leave

26.4.1 Subject to Appendix A3, annual leave will be taken at a time mutually agreed upon between StarTrack and the employee, or in the absence of agreement at a time fixed by StarTrack within a period not exceeding two years from the date when the right to annual leave accrued and after not less than six weeks' notice to the employee.

26.4.2 Other than in exceptional circumstances, an employee must provide their manager with a minimum of 4 weeks' notice and maximum of 52 weeks' notice of a request to take annual leave.

26.5 Annual leave in one or more separate periods

26.5.1 Annual leave may, by agreement between StarTrack and the employee, be taken in one, two or three separate periods, one of which will be not less than two weeks.

26.5.2 An employee may elect, with the consent of StarTrack, to take annual leave in single day periods not exceeding a total of five days in any calendar year at a time or times agreed between them.

26.6 Annual leave allowed before due date

26.6.1 StarTrack may allow an employee to take annual leave in advance before the annual leave becomes due. In such a case, a further period of annual leave will not commence to accrue until after the advance annual leave taken by the employees has been acquitted.

26.7 Rostered days off

26.7.1 Upon an employee taking annual leave, the work cycle in respect of which the employee becomes entitled to a weekly accrual for a rostered day off will be suspended and the employee will not be entitled to further accrual until the employee's return from annual leave.

26.7.2 Upon resumption of work, the entitlement of accrual will resume and the employee will be entitled to be rostered to take a day off, and so will take a rostered day off upon completing the balance of the work cycle.

26.8 Annual leave on termination of engagement

26.8.1 All accrued but unused annual leave will be paid to an employee on termination of their employment.

26.9 Records of annual leave

26.9.1 StarTrack must, for each employee, keep or cause to be kept an annual leave record showing the date of commencement of employment, the date on which the last leave became due. and the date upon which the last leave was taken.

26.10 Additional Leave For seven-Day Shiftworkers

26.10.1 For the purposes of the additional week of annual leave provided for in the NES a shiftworker is a seven day shiftworker if they are regularly rostered to work, and perform work, on Sunday and public holidays.

27 Personal Leave

27.1 The provisions of this clause apply to permanent full-time and part-time employees, but do not apply to casual employees except as provided in clause 27.6.4.

27.2 Amount of paid personal leave

27.2.1 Paid personal leave will be available to an employee when they are absent due to:

(a) personal illness or injury (sick leave); or

(b) for the purposes of caring for an immediate family or household member that requires the employee's care or support due to a personal illness or injury or an unexpected emergency affecting the immediate family or household member (carer's leave).

27.2.2 For each year of service a full time employee is entitled to 10 days (ie 76 hours, the equivalent of ten days of 7.6 hours) of paid personal leave, pro-rata for part-time employees. The entitlement to personal leave accrues progressively during each year of service according to the employee's ordinary hours of work and accumulates from year to year.

27.3 Immediate family or household

27.3.1 The entitlement to carer's or compassionate leave is subject to the person in respect of whom the leave is taken being either:

(a) a member of the employee's immediate family; or

(b) a member of the employee's household.

27.3.2 The term "immediate family" includes:

(a) spouse (including a former spouse, a de facto spouse, a former de facto spouse or same sex partner) of the employee; and

(b) child or an adult child (including an adopted child, a step child, foster child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

27.4 Sick leave

27.4.1 *Definition*

Sick leave is leave to which an employee, other than a casual employee, is entitled without loss of pay because of his or her personal illness or injury.

27.4.2 Employee must give notice

An employee will inform StarTrack prior to the commencement of duty, or within two (2) hours of the rostered commencement of duty (where reasonably practicable to do so), of his or her inability to attend for duty and as far as practicable, state the nature of the illness or injury and the estimated duration of the absence.

27.4.3 Evidence supporting claim

(a) An employee will produce or forward within 48 hours of the commencement of the absence, evidence reasonably satisfactory to StarTrack that his or her non-attendance was due to personal illness or injury necessitating such absence. A signed Statutory Declaration will be accepted only for single day absences as evidence of leave taken on account of illness or injury where no certificate from a duly qualified medical practitioner can be reasonably provided.

(b) Two single day absences per year may be taken without the necessity to provide a certificate from a duly qualified medical practitioner or statutory declaration.

27.4.4 The effect of workers' compensation

An employee will not be entitled to sick leave on full pay for any period in respect of which the employee is entitled to workers' compensation. Sick leave does not accrue during absences on workers compensation unless required by law.

27.5 Compassionate leave

27.5.1 A full-time employee is entitled to up to 2 days compassionate leave without loss of pay on each occasion and on production of reasonably satisfactory evidence (if required by StarTrack) of the death in Australia of either a member of the employee's immediate family or household or upon a member of the employee's immediate family or household contracting or developing a personal illness or injury that poses a serious threat to his or her life.

27.5.2 Death outside Australia

A full-time employee, in addition to the entitlement in clause 27.5.1, is entitled to up to 2 days compassionate leave without loss of pay on each occasion, and on production of reasonably satisfactory evidence (if required by StarTrack) of the death outside Australia of either a member of the employee's immediate family or household, where the employee travels outside Australia to attend the funeral.

27.5.3 Part-time employees

A part-time employee is entitled to two days compassionate leave without loss of pay, on the same basis as prescribed for full-time employees in clauses 27.5.1 and 27.5.2.

27.5.4 Unpaid compassionate leave

Where an employee has exhausted all compassionate leave entitlements, the employee is entitled to take unpaid compassionate leave. The employer and employee should agree on the length of the unpaid leave in the absence of agreement, a full-time employee is entitled to take up to two (2) days unpaid leave, provided the requirements of clauses 27.5.1 and 27.5.2 are met. Part-time employees and casual employees are also entitled to take up to two days of unpaid leave, on production of reasonably satisfactory evidence (if required by StarTrack).

27.5.5 Miscarriage or stillbirth

An employee is entitled to take paid compassionate leave in circumstances of miscarriage or stillbirth in accordance with the NES.

27.6 Carer's leave

27.6.1 Personal leave entitlement

Employees (other than casual employees) will be entitled to carer's leave in accordance with section 96 of the Act. An employee must satisfy the requirements of section 97(b) of the Act to be entitled to take carer's leave.

27.6.2 Notification and evidence requirements

(a) When taking carer's leave the employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform StarTrack of their inability to attend for duty. If it is not reasonably possible to inform StarTrack during the ordinary hours of the first day or shift of such absence. the employee will inform StarTrack within 24 hours of such absence.

(b) The notice must include:

(i) the reasons for taking such leave; and

(ii) the estimated length of absence.

(c) Evidence required

(i) When taking leave to care for or provide support to members of their immediate family or household who are sick and require the care or support, the employee must, if required by StarTrack, establish by production of evidence to StarTrack's satisfaction, the illness or injury of the person concerned and that such illness or injury requires care or support of the employee.

(ii) When taking leave to care for or provide support to members of their immediate family or household who require the care or support due to an unexpected emergency, the employee must, if required by StarTrack, establish by production of documentation acceptable to StarTrack (which may include a medical certificate or a statutory declaration), the nature of the emergency and that such emergency resulted in the person concerned requiring care or support of the employee.

27.6.3 Unpaid Carer's Leave

Where an employee has exhausted all paid personal leave entitlements, they are entitled to take unpaid carer's leave to care for or provide support to members of their immediate family or household who are sick and require care or support or who require care or support due to an unexpected emergency. StarTrack and the employee shall agree on the period. In the absence of agreement, the employee is entitled to take up to two days of unpaid leave per occasion, provided the requirements of 27.6.2 are met.

27.6.4 Caring responsibilities - Casual employees

(a) Subject to the evidentiary and notice requirements in 27.6.2 casual employees are entitled to not be available to attend work, or to leave work, if they need to care for or provide support to members of their immediate family or household who are sick and require care or support, or who require care or support due to an unexpected emergency, or upon the birth of their child.

(b) StarTrack and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

(c) StarTrack must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

28 Parental Leave

StarTrack is committed to ensuring that Employees are supported in meeting their parental and family obligations, and can continue to enjoy fulfilling and rewarding careers. This support is available to all eligible Employees regardless of their sexuality or gender.

The support available to Employees include the following (as applicable):

(a) access to parental leave and related entitlements in accordance with the NES;

(b) access to benefits in accordance with the Federal Government's Paid Parental Leave Scheme (subject to applicable legislation); and

(c) in lieu of or in conjunction with parental leave, access to any annual or long service leave entitlements, which they have accrued, subject to the total amount of leave not exceeding 52 weeks or as permitted by the NES.

29 Public Holidays

29.1 Prescribed public holidays

29.1.1 An employee, other than a casual, will be entitled to the following public holidays without loss of pay:

(a) New Year 's Day;

(b) Australia Day;

(c) Good Friday;

(d) Easter Saturday;

(e) Easter Monday;

(f) Anzac Day;

(g) Birthday of the Sovereign;

(h) Labour Day;

(i) Christmas Day; and

(j) Boxing Day (except in South Australia, where Proclamation Day will apply).

29.1.2 In addition to the public holidays prescribed in 29.1.1, full-time employees are entitled to one additional public holiday without loss of pay. The additional public holiday, which applies in each State, is:

(a) Northern Territory

The day shall be Picnic day.

(b) Queensland

The day shall be Exhibition Day or local show day.

(c) Victoria

(i) Within 40 kilometres of the GPO Melbourne - Melbourne Cup Day.

(ii) In any other district - one day for

which a whole or part holiday for the public service is gazetted for the district or, in default thereof, a day agreed to by StarTrack and the majority of employees concerned.

(d) South Australia

The day shall be the third Monday in May (Adelaide Cup Day).

(e) Tasmania

The day shall be allowed on Regatta Day in Southern Tasmania and on Bank Holiday in Northern Tasmania.

(f) Western Australia

The day shall be allowed on Foundation Day (State).

(g) New South Wales

One additional day or equivalent as arranged between the parties.

(h) Canberra

One additional day or equivalent as arranged between the parties.

29.2 Public holidays falling on a weekend

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

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

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

29.3 Prescription of additional days

29.3.1 Where in a State, Territory or locality, public holidays are declared or prescribed on days (or part days) other than those set out in 29.1.1, 29.1.2 and 29.2, those days will constitute additional holidays for the purpose of this Agreement.

29.4 Substitution of other days

29.4.1 StarTrack, with the agreement of the majority of employees, may substitute another day for any prescribed in this clause.

29.4.2 An agreement pursuant to 29.4.1, will be recorded in writing and be available to every affected employee.

29.5 Rostering employees on public holidays

29.5.1 The Parties recognise that StarTrack operates a National Contact Centre, meaning that it is important that the company has sufficient staff rostered to work on State-based public holidays to ensure that customer service levels are maintained.

29.5.2 Consistent with the NES, StarTrack may request an employee to work on a public holiday if the request is reasonable. The employee may refuse the request if:

29.5.2.1 A) the request is not reasonable; or

29.5.2.2 B) the refusal is reasonable.

29.5.3 At least 4 weeks prior to a State-based public holiday, StarTrack will advise relevant employees of the necessary staffing levels required within the particular worksite for that public holiday, and will invite employees to volunteer to be rostered for that day. Employees will then be rostered in line with the necessary staffing levels, on a "first in best dressed" basis. Where necessary staffing levels cannot be rostered for that public holiday on a voluntary basis, StarTrack will provide at least 2 weeks' notice to remaining employees required to work that public holiday.

30 Community and Jury Service

30.1 This clause of the Agreement supplements the provisions of the NES which deal with community service leave.

30.2 An employee who engages in an eligible community service activity is entitled to be absent from his or her employment for a period to undertake eligible community service.

30.3 Eligible community service activity means jury service (refer clause 30.5) or voluntary emergency management activities as defined by the NES.

30.4 Notice

30.4.1 An Employee who wants an absence from his or her employment to be covered by this clause must give the Company notice of the absence as soon as practicable and must advise the expected period of the absence.

30.5 Reimbursement for Jury service

30.5.1 An employee required to attend for jury service during his or her ordinary hours of work, will be reimbursed by StarTrack an amount equal to the difference between the amounts paid in respect of the employee's attendance for such jury service and the amount of wage the employee would have worked had the employee not been on jury service.

30.5.2 An employee will notify his or her employer as soon as possible of the date upon which he or she is required to attend for jury service.

30.5.3 The employee will also give StarTrack evidence to StarTrack's satisfaction of attendance, the duration of such attendance and the amount received in respect of such jury service.

Part 8 - Occupational Health and Safety

31 Environmental Health and Safety (EH&S)

31.1 StarTrack acknowledges its responsibility for providing a safe and healthy working environment. To this end, StarTrack will so far as is reasonably practicable provide safe systems of work, ensure that there are no unsafe conditions and provide necessary training and information for employees.

31.2 Employees are required to acknowledge their responsibility for working in a safe manner and taking reasonable care of their own and others' safety while at work. Employees will co-operate with StarTrack initiatives to improve safety and follow all required environmental, health and safety policies and procedures.

32 Heavy Articles

32.1 StarTrack shall ensure that hazard identification is undertaken relating to tasks that involve heavy articles. StarTrack will also develop and adopt preventative measures pursuant to each state or territory legislation.

33 Weight Limitations

33.1 Weight limitations are to be determined following consultation with the OH&S representative and OH&S Committees.

33.2 StarTrack shall conduct accredited manual handling training as necessary.

33.3 An employee will not be required to lift an item that is outside the weight limitations or the safe lifting weight for that employee.

34 Blood Donors

34.1 An employee, who with the consent of StarTrack, is absent during ordinary working hours for the purpose of donating blood will not have his/her pay, deducted, up to a maximum of two hours of each occasion and subject to a maximum of four separate absences for the purpose of donating blood each calendar year.

34.2 An employee will arrange as far as practicable, for the absences to be as close as possible to the beginning or the end of ordinary working hours.

34.3 An employee will notify StarTrack as soon as possible of the time and date upon which the absence is requested for the purpose of donating blood.

34.4 Proof of the absence of the employee, to StarTrack's satisfaction, at a recognised place for the purpose of donating blood, and the duration of such attendance will be supplied at the request of StarTrack.

Signatures

Signed in accordance with the signature requirements under section 185(5) of the *Fair Work Act 2009* and regulation 2.06A of the *Fair Work Regulations 2009*

Signed by **Star Track Express Pty Limited** (ACN 001 227 890)
and **StarTrack Retail Pty Ltd** (ACN 146 789 979):

Aziziye Beyzade
General Manager, Customer Services
Star Track Express Pty Limited and StarTrack Retail Pty Ltd
of 111 Bourke Street, Melbourne, Victoria 3000

Signed by an **Employee Bargaining Representative**, as a representative of employees covered by the Agreement:

Robert Potter
National Secretary
Australian Municipal, Administrative, Clerical and Services Union
of Ground Floor, 116 Queensberry Street, Carlton South, Victoria 3053

Attachment A1 – Wages & Allowances

For the purposes of clause 16.3, the **rates of pay** are as follows:

Grade		1st pay period on or after commencement of the agreement	1st pay period on or after 12 months from the commencement of the agreement	1st pay period on or after 24 months from the commencement of the agreement
1	**Annual**	**$49,424.18**	**$50,906.90**	**$52,434.11**
	Weekly	$ 950.47	$ 978.98	$ 1,008.35
2	**Annual**	**$51,253.93**	**$52,791.55**	**$54,375.30**
	Weekly	$ 985.69	$ 1,015.26	$ 1,045.71
3	**Annual**	**$53,086.97**	**$54,679.58**	**$56,319.97**
	Weekly	$ 1,020.88	$ 1,051.51	$ 1,083.05
4	**Annual**	**$55,831.60**	**$57,506.55**	**$59,231.75**
	Weekly	$ 1,073.68	$ 1,105.89	$ 1,139.06
5	**Annual**	**$57,663.55**	**$59,393.46**	**$61,175.25**
	Weekly	$ 1,108.89	$ 1,142.16	$ 1,176.43
6	**Annual**	**$59,492.21**	**$61,276.98**	**$63,115.29**
	Weekly	$ 1,144.09	$ 1,178.41	$ 1,213.76

For the purposes of clause 18, the full details of the allowances are as follows:

1) Wage Related Allowances

Allowance	1st pay period on or after commencement of the agreement	1st pay period on or after 12 months from the commencement of the agreement	1st pay period on or after 24 months from the commencement of the agreement
Disability Allowance (Clause 19.8.1(a))	$0.99	$1.02	$1.05
(Clause 19.8.1(b))	$0.54	$0.55	$0.57
First Aid Allowance (Clause 18.3)	$14.36	$14.79	$15.23
Social Disability Allowance (Clause 18.3.6(a) of Attachment C1)	$17.82	$18.35	$18.90
Multiple starts Allowance (Clause 18.3.6(b) of Attachment C1)	$6.08	$6.26	$6.45

2) Expense Related Allowances

Allowance	1st pay period on or after commencement of the agreement
Meal Allowance (Clause 18.2)	$16.53
Airport Transport Allowance (Clause 18.2.3 - Attachment C1)	$10.02

Attachment A2

(**deleted**)

Attachment A3

1) Cashing out of Annual Leave

StarTrack does not encourage the cashing out of annual leave and considers the cashing out of annual leave should only be available to employees in exceptional circumstances which are to be evaluated on a case by case basis. Where a request is made by an employee to have their annual leave cashed out, and StarTrack determines that exceptional circumstances exist to warrant the approval of such request, an employee may cash out his or her paid annual leave, subject to the following conditions:

(a) At least four (4) weeks of accrued annual leave must remain for the employee concerned following the cashing out; and

(b) Each cashing out of a particular amount of annual leave must be by a separate agreement in writing between the StarTrack and the employee; and

(c) The employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone; and

(d) Annual leave cannot be cashed out in advance of it being credited to the employee.

2) Afternoon Shift for existing employees

For the purposes of clause 22.2.1(a) of the Agreement, Afternoon Shift for all employees who were employed by StarTrack immediately prior to the approval of the *StarTrack Customer Service Centre and Clerical Enterprise Agreement 2014* will be any shift finishing after 6.00pm and at or before midnight.

Attachment B - Job Share Principles

1 General Principles

(a) Job share is a work arrangement that is available to meet the personal and family needs of workers.

(b) Job share is a voluntary commitment by two workers to share one full time position For the most part the sharers work out their own arrangement to meet operational requirements.

(c) The important ingredient for a successful job share arrangement is the compatibility and complementary aspects of the partners and the suitability of the job for this arrangement.

(d) This work arrangement is not intended to decrease the amount of full time positions nor to casualise the work force.

2 Options Available

(a) Shiftwork

Hours of work

In general there will be a minimum of 15.2 (16 actual) hours each per week, with a minimum daily attendance of 4 hours. This will be in accordance with the Agreement conditions. The job share position will cover one full time position with the hours shared between the partners. If Job sharers work half a shift (4 hours) then these will flow consecutively, i.e.no split shifts.

(b) Day Work

Hours of work

In general there will be a minimum of 15.2 (16 actual) hours each per week. with a minimum daily attendance of 4 hours. This will be in accordance with the conditions in this Agreement. The job share position will cover one full time position with the hours shared between the partners. If job sharers work half a shift (4 hours) then these will flow consecutively, i.e. no split shifts

3 Changing from Job Share to Full Time

If job share is established and there is a wish for one partner to return to full time then they must apply for a full time position when it becomes available. The remaining partner may be joined by another replacement job sharer, or if no replacement is found the job reverts back to a full time position.

4 Terms and Conditions

(a) Work Day swaps

Job share partners will decide amongst themselves as to which days they work. The supervisor is to be notified of which job sharer is working on each rostered shift. Because the shift duration is equal to other full time shifts in the location the usual shift change protocol will apply to shift changes.

(b) Overtime

Any time worked in excess of 38 hours per week will be overtime and paid at the appropriate overtime rates.

Between the two job sharers no more than 10 days per fortnight shall be rostered on single time.

It is not intended that job sharers will work at the same time as their job share partner. If however a worker chooses to work in excess of their rostered hours and combined with their rostered shifts do not exceed 76 hours per fortnight then these will be given priority for overtime.

(c) Salary

The salary rate will be prorated in accordance with the number of hours worked at the appropriate Agreement classification.

(d) Annual Leave

Annual leave will accrue progressively each year on the basis of actual hours worked, in accordance with the

entitlements in this Agreement Annual leave accumulates from year to year.

- Leave relief will be facilitated by job sharers applying for annual leave at the same time. Leave will then be covered as for any other position.
- Another option is that the job share partner may relieve at single time rates whilst the other is on leave.
- A further option is that another employee within the pool of job sharer's may elect to cover the leave at single time rates.

(e) Maternity Leave

Where a staff member who is in a job share arrangement proceeds on maternity leave and a replacement is able to be found that fulfils the job share arrangement, then their replacement will be on a temporary basis until the return of the staff member on maternity leave. If a replacement cannot be found then the job reverts to a full time job and the partner remaining can either take the full time position or reverts to their position as stated in the letter of appointment.

(f) Sick Leave

Sick leave will be prorated. It will be preferable for job sharers to cover sick leave at single rates. However, it needs to be recognised that this is not always possible and coverage would be as for any other worker who requires sick leave.

(g) Long service Leave

Long service leave will be prorated.

(h) Training

Training will take place during days of rostered work.

(i) Days in Lieu

Days in lieu will be prorated i.e. a job sharer whose roster line has them both rostered off on a public holiday will accrue half each the full entitlement (3.8 hours) as per the award arrangement In order to use that entitlement the job share partner will cover the absence of the other job share partner on a day in lieu and will be paid at single time.

(j) Other Matters

In any other matter not covered, the Award and company policy shall apply.

Attachment C1 - Preserved Clauses From *On Airport Business Development Agreement (Aae/Asu) 2011*

Attachment C1 applies to employees of StarTrack that immediately prior to the approval of the StarTrack Customer Service Centre and Clerical Enterprise Agreement 2014 were covered by and classified under the On Airport Business Development Agreement (AaE/ASU) 2011.

Where a term of the On Airport Business Development Agreement (AaE/ASU) 2011 is more beneficial than the Agreement, and is not otherwise set out below, such term and/or condition will be maintained where it is brought to the attention of StarTrack by an employee and/ or the Union and a subsequent assessment is made by StarTrack that determines the term and/ or condition is more beneficial. Notwithstanding this, the parties acknowledge that the Agreement is intended to operate as a standalone document and wholly replace (except where otherwise provided) all other agreements, awards and prior negotiations. Where the context in which a provision of Attachment C1 operates cannot be determined through a review of the interaction of the Agreement and Attachment C1, the On Airport Business Development Agreement (AaE/ASU) 2011 may be utilised for background.

13 Employment Categories

13.5 Casual Employment

13.5.1 A casual employee is an employee engaged on an hourly basis for a minimum of four hours.

13.5.2 When a casual employee works a shift they will be paid the casual loading calculated on the base rate of pay for the ordinary hours they work plus the casual loading calculated on the applicable shift penalty.

…

15 Redundancy

15.1 Definitions

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

15.1.2 For the purposes of this clause employee means a person who has been employed on a full-time or part-time basis for a period of one year or more.

15.2 Transfer To Other Duties

15.2.1 Where employees are transferred to lower paid duties, at the current or other StarTrack site, employees shall be entitled to the same period of notice of transfer as they would have been entitled to if their employment had been terminated.

15.2.2 Employees whose employment is terminated for reasons set out in subclause 15.2.1 hereof, may terminate their employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had they remained with StarTrack until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

15.3 Period of Notice

15.3.1 StarTrack will provide maximum notice possible to the Union and the employees where StarTrack is to initiate a redundancy program. In lieu of the period of notice prescribed in clause 15.1 of the Agreement, an employee with at least one year's completed service with StarTrack whose employment is terminated by reason of redundancy shall be given 4 weeks' notice or payment in lieu thereof.

15.4 Severance Pay

15.4.1 In addition to the period of notice prescribed in clause 15.3 the following payments shall apply:

(a) A minimum of 4 weeks' pay and a maximum not exceeding what would have applied if employment had continued to the normal retirement date or 95 weeks whichever is the lesser amount. Employees who transferred from Australian Airlines will not be disadvantaged by this capping.

(b) 3 weeks' pay per year of service up to and including five years' service.

(c) 4 weeks' pay per year of service in excess of five years and pro rata payment to completed months.

(d) All outstanding long service leave

entitlements will be paid including pro rata to employees with more than 12 month's continuous service.

(e) Annual leave entitlements including leave loading.

(f) Superannuation payments will be made in accordance with the relevant trust deed.

(g) Volunteers will be considered for redundancy subject to the fundamental requirement that StarTrack must retain employee skills to meet operational requirements.

(h) Transfer of surplus employees to other StarTrack sites where a vacancy exists may occur in accordance with the Agreement.

(i) StarTrack will provide the following services to assist employees taking redundancy:

(i) independent financial counselling;

(ii) certificate of service;

(iii) one day paid absence during each week of notice to seek alternative employment; and

(iv) assistance in resume writing.

(j) For the purpose of this clause:

(i) "pay" shall be paid at ordinary rates and shall include regular weekly/fortnightly payments but shall exclude shift, overtime and extraneous payments

(ii) For the purposes of clause 15, "Employee" means a person who has been employed on a full-time or part-time basis for a period of one year or more and does not include persons employed on a temporary, fixed term or casual basis.

15.5 Employee Leaving During The Notice Period

15.5.1 An employee whose employment is terminated by reason of redundancy may terminate his/her employment during the period of notice and, if so, will be entitled to the same benefits and payments under this clause had they remained with StarTrack until the expiry of such notice. Provided that in such circumstances the employee will not be entitled to payment in lieu of notice.

15.6 Transfer of Business / Alternative Employment

15.6.1 Where a business is transferred from StarTrack {in this clause called "the transferor") to another employer (in this clause called "the transferee") and an employee who at the time of such transfer was an employee of StarTrack becomes an employee of the transferee;

(a) the continuity of the employment of the employee is deemed not to have been broken by reason of such transfer; and

(b) the period of employment which the employee has had with StarTrack or any prior transferor is deemed to be service of the employee with the transferee; and

(c) such an employee will not be entitled to redundancy payments under this Agreement.

15.6.2 In this sub-clause "Business" includes trade, process, business or occupation and includes part of any such business and "transfer" includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and "transferred" has a corresponding meaning.

15.6.3 Where an employee is offered suitable alternative employment (regulated by means of either an enterprise agreement and/or an award) with the transferee or within StarTrack, StarTrack will have no obligation to afford that employee the redundancy benefits contained in this Agreement or in any other instrument, if the employee accepts or refuses to accept the offer.

15.6.4 Deemed continuity of service under clause 15.6.1(b) applies to all entitlements in, including sick leave, annual leave, annual leave loading, long service leave, unpaid time in lieu, accrued rostered days off, service for redundancy purposes, and other entitlements accrued at the time of transfer.

15.6.5 In this clause suitable alternative employment will normally mean a position within the same classification level and skills capability of the employee as discussed between StarTrack, the individual and the Union based on the particular circumstances. In assessing the particular circumstances for the purpose of determining the suitability of alternative employment, consideration will be given to the impact on the employee's overall earnings. Generally, suitable alternative employment will not involve relocation away from the city or town in which the employee is employed (as a guide it will generally not involve more than a daily total of 2 hours additional travelling time).

An offer of suitable employment includes a situation where, if such terms and conditions are less favourable as a total package, alternative compensation for the gap is made available to the employee at the time of the transfer.

The parties acknowledge that this list of considerations is not exhaustive but indicative.

15.6.6 Transfers

Where StarTrack offers, and a redundant employees accept, a transfer interstate to a position with StarTrack, they shall be entitled to payment of removal expenses and allowances in accordance with StarTrack policy.

15.6.7 An employee who has been declared redundant and who accepts a transfer to another position within StarTrack may request retrenchment within 90 days of such transfer, in which case the employee shall receive all entitlements prescribed under this clause.

15.6.8 Provided, however, that an employee who transfers interstate and who is subsequently retrenched in accordance with clause 15.6.3 hereof, shall not be entitled to any further removal expenses or allowances.

15.7 Time-Off work During The Notice Period

15.7.1 During the period of notice of termination given by StarTrack, an employee shall be allowed up to one day's time-off without loss of pay during each week of notice for the purpose of seeking other employment

15.7.2 If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of StarTrack, be required to produce proof of attendance at an interview or he or she shall not receive payment for the time absent.

15.8 Employees Exempted

15.8.1 This clause shall not apply where employment is terminated as a consequence of conduct which justifies instant dismissal, neglect of duty or misconduct and in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specific task or tasks.

15.9 Retraining

15.9.1 Where practicable retraining opportunities shall be provided to employees declared redundant.

…

16 Classifications and Rates of Pay

16.1 Wage Increase and cash payment

16.1.1 Remuneration arrangements in this clause, and Attachment C2 of this Agreement constitutes the whole of an employee's remuneration and takes into account all aspects and conditions of employment. The wage rates operative from the first pay period on or after commencement of the Agreement, and 12 and 24 months following commencement of the Agreement respectively are set out in Attachment C2.

16.2 Annual increments

16.2.1 Whilst it is accepted that annual increments within the wage classification levels are subject to performance review, when such reviews are not conducted/completed by StarTrack within the 12-month period prior to the employee's anniversary date on joining StarTrack, the annual increment will automatically be applied on the anniversary date.

16.3 Classification definitions

16.3.1 Classification Definitions are those set out at attachment C of the *On Airport Business Development Agreement (AaE/ASU) 2011*.

16.4 Rates of Pay

16.4.1 Customer Service and Administration Rates of Pay - Adults

Incremental progression within each classification level is performance based.

18 Allowances

(...)

18.2 Transfers, Travelling And working Away From usual Place of work

(...)

18.2.3 Airport Transport

(a) An allowance as set out in Attachment A of the Agreement shall be paid to employees at airports who are required to perform duty which commence or finish after 7.00 p.m. and before 7.00 a.m.

(b) Payment of the allowance shall not be made to employees supplied with transport or who are paid transport

reimbursement.

18.3 Other Allowances

(...)

18.3.4 District Allowance

An employee living and working in a designated remote locality shall be paid the District Allowance at the relevant rate applicable in the Australian Public Service.

(...)

18.3.6 Social Disability and Mufti Start Allowance - Customer Service Staff

(...)

(a) Customer Service employees required to work afternoon and night shifts on weekends and public holidays shall be paid an allowance as set out in Attachment Al of the Agreement.

(b) An employee working shiftwork who in any rostered week is required to work on one or more shifts at starting times which are in 3 or more cases at least 30 minutes different from each other shall be paid an allowance as set out in Attachment Al of the Agreement for each such starting time in excess of two.

(...)

18.3.10

Where an employee is required by law to obtain an Aviation Security Identity Card ("ASIC") to access an Australian Airport facility to perform their work, the cost of the application fee and other fees required by the legislation (excluding any fees incurred by the employee where the employee's application is rejected and they are not issued an ASIC and the employee undertakes an appeals process) will be reimbursed by StarTrack upon proof of purchase.

20 Ordinary Hours of Work

(...)

20.5 Daylight saving

20.5.1 In any area where, by reason of legislation of a State or Territory, summer time is prescribed as being in advance of the standard time of that state, the length in any shift:

(a) commencing before the time prescribed by the relevant legislation for the commencement of a summer time period; and

(b) on or before the time prescribed by such legislation for the termination of such summer time period;

(c) shall be deemed to be the number of hours represented by the difference between the time recorded by the clock at the beginning of the shift and the time so recorded at the conclusion of the shift.

21 Special Provisions for Shiftworkers

21.1 Early Morning, Afternoon And Night Shift Allowances

21.1.1 An employee rostered for ordinary duty commencing before 7.00 am or finishing after 6.00 pm on any day Monday to Friday shall be paid the following shift loadings.

(a) For shifts commencing on or after 5.00 am but before 7.00 am twelve and a half per cent (12.5%);

(b) For shifts finishing after 6.00 pm but not later than midnight fifteen per cent (15%); and

(c) For shifts finishing after midnight but prior to 1.00 pm twenty two and a half per cent (22.5%).

21.1.2 Employees who:

(a) work night shift only (that is, a shift which finishes after midnight or at or before 7.00 am); or

(b) remain on night shifts for longer than four (4) consecutive weeks; or

(c) work night shifts, which do not rotate or alternate with other shifts. or with day work, so as to provide at least one third of working time-off night shift in each shift cycle;

shall be paid his or her ordinary rate of pay plus thirty per cent (30%) for all ordinary hours of night shift worked Monday to Friday.

(...)

21.4 Absence While Rostered To work Shift

21.4.1 An employee, who is absent from duty due to

illness or injury whilst rostered on shift duty, shall not be entitled to receive a shift penalty.

21.5 Make Up Time

21.5.1 Where due to unforeseen or emergent circumstances, operational requirements vary so that an employee can leave the job early or swap a planned shift with another shift and the supervisor and employee are in agreement, the employee can leave the job early or not attend work and agree a replacement work period of equal duration and payment (the rate of pay applicable to the hours taken off).

21.5.2 The replacement work period is to be worked within the current pay period and where this does not occur, the equivalent hours shall either be deducted from overtime hours worked within the relevant pay period or the replacement work period shall be worked in the next pay period but no later.

(...)

23 Overtime

(...)

23.2 Payment For working overtime - Shiftworkers

23.2.1 For all time worked in excess of the ordinary working hours prescribed or on more than six shifts in any seven consecutive days or on more than ten shifts in any fourteen consecutive days, shiftworkers shall be paid at the rate of double time except when:

(a) the time is worked by arrangement between the employees themselves; or

(b) the time is worked for the purpose of effecting the customary rotation of shifts; or

(c) such working is due to the fact that the reliever does not come on duty at the proper time; provided that when not less than eight hours' notice has been given to StarTrack that the reliever shall be absent from work, the unrelieved employee shall be paid at the rate of double time until relieved.

(...)

23.6 Recall

23.6.1 Employees recalled to work overtime after leaving the workplace (whether notified before or after leaving the workplace) shall be paid for a minimum of four hours' work at the appropriate rate for each time they are so recalled.

23.6.2 In the event of cancellation or postponement of such recall when employees report to their place of duty they shall be paid the above minimum of four hours for each time they are recalled even if they are not required to work.

23.6.3 This clause shall not apply in cases where it is customary for employees to return to the workplace to perform a specific job outside their ordinary hours, or where the overtime is continuous (subject to a meal break) with the completion or commencement of ordinary time.

(...)

25 Personal Leave

(...)

25.1 Amount of Paid sick Leave

(...)

25.1.2 The amount of sick leave to which an employee is entitled depends on how long he or she has worked for StarTrack and accrues as follows:

(a)

Length of time worked for StarTrack	Sick Leave (hours)
Less than 6 months	38
6 – 12 months	76
12 – 24 months	114
Each year thereafter	114

(b) Provided that an employee who normally works eight or more hours a day so as to provide a rostered day(s) off in a work cycle in accordance with clause 21.4 of the Agreement is entitled to the following amount of sick leave:

Length of time worked for StarTrack	Sick Leave (hours)
Less than 6 months	40
6 – 12 months	80
12 – 24 months	120

Each year thereafter	120

(…)

…

29 Long Service Leave

29.1 Subject to 29.2, an employee qualifies for long service leave after ten years continuous employment with StarTrack.

29.2 For the purposes of determining an entitlement to long service leave, continuous prior employment with Australian Airlines, Australian Air Express or Australia Post shall be recognised as employment with StarTrack.

29.3 The rate of accrual of long service leave shall be three-tenths (3/10) of one month for each year of employment-

29.4 Payment in lieu of long service leave shall be made to an employee who ceases employment for any reason after ten (10) years.

29.5 Pro rata payment in lieu of long service leave shall be made to an employee who ceases after one year's employment because of age retirement, retrenchment, ill health or death.

29.6 Where doubt arises as to an employee's entitlement to long service leave or the rate at which payment is to be made, regard shall be had to the relevant provisions of the *Long Service Leave (Commonwealth Employees) Act 1976*.

29.7 State or Territory legislation, where applicable, that governs long service leave entitlements for employees will continue to prevail to the extent of any inconsistency.

ATTACHMENT C2

Attachment C2 applies to employees of StarTrack that immediately prior to the approval of the *StarTrack Customer Service Centre and Clerical Enterprise Agreement* were covered by and classified under the *On Airport Business Development Agreement (AaE/ASU) 2011*.

Level	1st pay period on or after commencement of the agreement (per annum)	1st pay period on or after 12 months from the commencement of the agreement (per annum)	1st pay period on or after 24 months from the commencement of the agreement (per annum)
1.1	$46,711.75	$48,113.10	$49,556.49
2.1	$48,848.53	$50,313.99	$51,823.41
2.2	$50,070.40	$51,572.51	$53,119.69
2.3	$50,819.28	$52,343.86	$53,914.18
2.4	$53,231.98	$54,828.94	$56,473.80
3.1	$54,032.21	$55,653.18	$57,322.78
3.2	$56,582.27	$58,279.74	$60,028.13
3.3	$58,701.12	$60,462.16	$62,276.02
3.4	$60,828.35	$62,653.20	$64,532.80
4.1	$61,318.05	$63,157.59	$65,052.32
4.2	$62,488.57	$64,363.22	$66,294.12
4.3	$64,158.33	$66,083.08	$68,065.57
4.4	$65,829.30	$67,804.18	$69,838.30
5.1	$68,650.47	$70,709.98	$72,831.28
5.2	$70,037.17	$72,138.28	$74,302.43
6.1	$71,297.25	$73,436.17	$75,639.25
6.2	$72,645.74	$74,825.11	$77,069.86
7	$73,989.43	$76,209.11	$78,495.39

14 July 2022

IN THE FAIR WORK COMMISSION

Applicant: Star Track Express Pty Limited & StarTrack Retail Pty Ltd – *StarTrack Customer Service Centre and Clerical Enterprise Agreement 2021*

Section 185 – Application for approval of a single enterprise agreement

Undertaking provided under section 190 of the *Fair Work Act 2009* (Cth)

I, Adam Moulton (Head of Workplace Relations, StarTrack), have the authority given to me by Star Track Express Pty Limited & StarTrack Retail Pty Ltd (**StarTrack**) to provide the following undertaking in relation to the application before the Fair Work Commission.

In relation to the *StarTrack Customer Service Centre and Clerical Enterprise Agreement 2021* (**Agreement**), StarTrack provides the following undertaking:

1. Where, other than as part of a 'Night Shift', an employee is required by StarTrack to work ordinary hours before 5 am on Monday to Saturday, StarTrack will pay the employee for such hours at the rate of time and a half for the first two hours and double time thereafter. On Sunday, double time will be applied for all hours before 5 am.

Adam Moulton
Head of Workplace Relations

14 July 2022

Address:
People & Culture
111 Bourke Street
Melbourne, VIC, 3000

Contact:
T 0491 221 272
E adam.moulton@startrack.com.au