

# Little Blue Distillery

## Collective Agreement 2023

### 1. Parties to the Agreement

This Agreement is made pursuant to the *Fair Work Act 2009 (Cth)* (as amended) between Little Blue Distillery Pty Ltd., (the Company) ABN 84 111 122 223 and all permanent employees of the Little Blue Distillery warehouse. This agreement shall apply to existing permanent, casual employees and any new employees recruited into the warehouse operation of the Company.

### 2. Operation of the Agreement

- 2.1 This Agreement is intended by the Parties to be lodged with the FWC as an Enterprise Agreement in accordance with the requirements of the *Fair Work Act 2009 (Cth)* (as amended).
- 2.2 This Agreement will take effect from the date it is lodged with the FWC and cease on 30 June 2024.

### 3. Terms and Conditions

- 3.1 The terms and conditions in this Agreement completely replace any applicable awards, terms and conditions of employment, or prior agreement or understanding, that may have been applied to the employment of any subject persons prior to the date this agreement was lodged.
- 3.2 This Agreement, including any attached Schedules, together with the Company's policies and procedures, constitutes the entire Agreement and understanding between the subject employees on everything connected with their employment.
- 3.3 If any term of this Agreement is found to be, or becomes unenforceable or contrary to law, it will be severed, and this will not in any way affect the enforceability of the remaining terms of this Agreement.

### 4. Place of Work

- 4.1 This Agreement will apply to subject employees who are employed by the Company at its premises located at [address] or at any other premises to which the Company may relocate during the term of this Agreement.
- 4.2 From time to time, subject employees may be required to work at places and locations apart from the Company's registered premises.

### 5. Remuneration

- 5.1 The rates of pay for subject employees shall be as per Schedule 1 attached. Rates shall be adjusted automatically for any minimum entitlements set by the Fair Work Commission (FWC) during the life of this Agreement.
- 5.2 Casual employees shall be paid an hourly rate which will be a minimum of 1/38th of the rate prescribed in Schedule 1 attached for a Storeworker 1 employee plus 25 percent.
- 5.3 Allowances for overtime meals, car allowance and first aid allowance are listed in Schedule 1
- 5.4 An employee may be paid an annual salary that includes provision for minimum wages, allowances, overtime, and annual leave loading

## **6. Classification**

- 6.1 All subject employees shall be subject to the classification levels as outlined in Schedule 2 attached. All employees who are signatories to this Agreement shall retain the Classifications they enjoy at the date of signing this Agreement.
- 6.2 As the operational requirements of the company change over time, subject employees may be requested to assume responsibilities over and above those they presently have. In these cases, subject employees accepting these additional responsibilities will be reclassified in accordance with classifications as detailed in Schedule 2 attached.

## **7. Overtime**

- 7.1 All time worked outside of or in excess of the hours prescribed by clause 11 shall be deemed overtime and shall be paid for at the rate of time and a-half for the first three hours on any one day and thereafter at the rate of double time.
- 7.2 An employee who is required to continue work for more than an hour after the employee's usual ceasing time shall be entitled to a meal allowance of \$18.90.
- 7.3 Employees called upon to perform overtime work on Saturdays shall be paid time and a-half overtime rates with a minimum of 2 hours for each time they are so called in to work. Where such overtime exceeds 4 hours a meal allowance of \$18.90 shall be paid.
- 7.4 All time worked on Sunday shall be paid for at the rate of double time with a minimum of 2 hours for each time they are so called in to work. Where such overtime exceeds 4 hours a meal allowance of \$18.90 shall be paid.

## **8. Superannuation**

- 8.1 In addition to the applicable pay rate, the Company will make superannuation contributions at the rate required under the *Superannuation Guarantee (Administration) Act 1992 (Cth)* (as amended) based on the employee's ordinary time earnings.
- 8.2 Superannuation payments will be made to a complying superannuation fund nominated by each individual employee of the Company.

## **9. Expenses**

- 9.1 Each subject employee will be reimbursed by the Company for all reasonable travel, accommodation, and other expenses that they have incurred in the exercise of their duties.
- 9.2 Expenditure must be in accordance with authorised limits contained in company policy and supported by receipts or appropriate documentation.
- 9.3 In respect to the reimbursement of travel costs involving personal motor vehicles incurred in the exercise of subject employees' duties, the Company shall use the current Australian Tax Office scale of motor vehicle rates.

## **10. Deductions**

In the event of an overpayment of remuneration to any subject employee, the Company may recover the amount of overpayment by way of deduction from any subsequent payment made to the particular subject employee, provided the relevant employee is given written notification of the Company's intention to recover the overpayment, the amount to be recovered, and an explanation of the reason for overpayment.

## **11. Hours of Work**

- 11.1 The ordinary hours of work shall be 38 hours per week from Monday to Friday. Each employee must sign on and sign off on the timesheet provided.
- 11.2 The ordinary hours of work prescribed herein shall be worked continuously, except for meal breaks and rest pauses, between 8.00am and 4.30pm. Work done outside the hours of 8.00am to 4.30pm shall be paid at overtime rates.
- 11.3 The ordinary starting and finishing times of various groups of subject employees or an individual subject employee may be staggered, provided there is agreement between the employer and many employees concerned.
- 11.4 The ordinary hours of work prescribed except for meal breaks, shall not exceed 8 hours on any one day.
- 11.5 Subject employees are required to observe the nominated starting and finishing times for the workdays, including designated breaks to maximise available working time. Preparation for work and cleaning up of the subject employee's person shall be in the employee's time.
- 11.6 A roster for all employees showing normal starting and finishing times and the surname and initial of each subject employee shall be prepared by the employer and shall be posted 7 days in advance in a place accessible to the employees concerned. The roster shall be alterable by mutual consent at any time. Such roster shall show the starting and ceasing times and the day upon which a subject employee is engaged to work as well as the number of hours to be worked each week to suit the exigencies of the establishment provided that wherever practical rosters shall not be changed from week to week or fortnight to fortnight.

## **12. Meal and Rest Breaks**

- 12.1 Each subject employee shall be entitled to an unpaid meal break which will not exceed 30 minutes and will be taken between the hours of 11.00am and 1.00pm as per the subject employees' roster. Subject employees acknowledge that their individual meal break may be interrupted because of unscheduled business contingencies.
- 12.2 Breaks are to be taken at times which cause minimal disruption to the continuity of operation of the business.

## **13. Public Holidays**

- 13.1 Subject employees will be granted the applicable public holidays gazetted in the State.
- 13.2 All work done by subject employees on any gazetted public holiday will be paid for at the rate of double time and a-half with a minimum of 4 hours.

## **14. Annual Leave**

- 14.1 Each subject employee is entitled to 152 hours of annual leave for each completed year of service.
- 14.2 Annual leave shall be taken at a time to be agreed between the Company and each individual subject employee and, in the absence of agreement, as directed by the Company on the giving of a minimum of 2 weeks' notice of requirement for a subject employee to take annual leave. Each subject employee must give not less than 2 weeks' notice of their preferred dates for the taking of annual leave.
- 14.3 Unused annual leave will be cumulative without limitation from year to year.
- 14.4 Upon termination of a subject employee's employment with the Company, they will be paid for any unused accrued annual leave.
- 14.5 Subject to the National Employment Standards, up to a maximum of 2 weeks of accrued annual leave may be cashed out each twelve months, if requested by a subject employee in writing and if agreed to by the Company.
- 14.6 A loading of 17.5% of the employee's normal rate of pay shall be added to any annual leave payments made by the company. This payment is made to compensate for the lost opportunity to work overtime.

## **15. Personal and Compassionate Leave**

- 15.1 Personal leave (including carer's and sick) will consist of 10 days of paid absence per annum after 12 months of service.
- 15.2 Subject employees who have not completed 12 months of service are entitled to a pro-rated amount of personal leave.
- 15.3 Up to 10 days of personal leave in any given year can be used as carer's leave.
- 15.4 A further 2 days of unpaid carer's leave per occasion will be available on each occasion a member of a subject employee's immediate family or household requires care and support because of illness, injury, or emergency.
- 15.5 The employee may take up to two days of paid compassionate leave on each occasion a member of their family or household dies or contacts or develops a personal illness or sustains a personal injury either of which poses a serious threat to their life.
- 15.6 The employer is entitled to require a subject employee to produce a medical certificate or statutory declaration as soon as reasonably practicable, to access paid sick leave, carers or compassionate leave.
- 15.7 The employee agrees to notify the company as soon as practicable on or prior to the first day of any personal or compassionate leave and wherever possible prior to the expected start time.
- 15.8 Accumulated personal leave will not be paid out on termination of employment.

## **16. Parental Leave**

- 16.1 Employees are entitled to parental leave in accordance with the *Fair Work Act 2009 (Cth)* (as amended).
- 16.2 Employees are entitled to take up to 52 weeks of unpaid parental leave at the time of the birth or adoption of a child.
- 16.3 A subject employee must have had at least 12 months of continuous service with the Company immediately preceding the date on which parental leave commences.

## **17. Long Service Leave**

- 17.1 Subject employees are entitled to 8.667 weeks long service leave after 10 years continuous employment payable on a pro-rata basis after 5 years of continuous employment.

## **18. Jury Service**

- 18.1 Subject employees are entitled to jury service leave where they are obliged to undertake jury service or are subpoenaed to appear before a court as a witness.
- 18.2 An employee who is required to attend jury service may be eligible for jury fees from the Court.
- 18.3 The Company will pay the difference between the amount claimable for jury fees and the ordinary pay the subject employee would have received during jury service.

## **19. Termination**

- 19.1 Either a subject employee or the Company may terminate employment by giving the following period of notice: 2 weeks.  
However, the period of notice does not apply in the case of dismissal for serious misconduct.
- 19.2 Where the subject employee elects to resign, he/she shall give the required period of notice and, if they fail to do so, the Company's obligation to provide payment only applies to actual hours worked.
- 19.3 Upon termination of employment, the subject employee must immediately return all property belonging to the Company, including any confidential information, documents, records, computer disks, keys, and any other property.

## **20. Redundancy**

- 20.1 Where the Company makes a position redundant, an employee may be entitled to a severance payment in accordance with Company policy as detailed in attached Schedule 3.
- 20.2 No severance payment will be made where the Company locates suitable alternative employment for the subject employee.

## **21. Abandonment of Employment**

- 21.1 If a subject employee is absent from work for a continuous period of 5 working days without the approval of the Company and without notification of the reason to the Company within that period, the employee will be deemed to have abandoned their employment.
- 21.2 In these circumstances the subject employee will be assumed to have resigned their employment and the Company will not be required to provide the employee with notice of termination of their employment.
- 21.3 The Company shall attempt to contact the employee prior to exercising the rights in this clause, to establish whether absence from work is because of illness, injury, other emergency, or unavoidable reasons.

## **22. Employee Obligations**

- 22.1 Under no circumstances will subject employees come to work under the influence of alcohol or drugs, unless the drugs are prescribed by a doctor and taken as instructed.
- 22.2 No alcohol or non-prescribed drugs are to be brought onto the premises of the Company.
- 22.3 All working areas are to be totally smoke-free.

## **23. Company Policy and Rules**

- 23.1 The Company has various policies for the safe and effective operation of its business and the welfare of its employees
- 23.2 Subject employees are expected to comply with these policies as amended and updated from time to time.
- 23.3 A breach of Company policies may render subject employees liable for disciplinary action (including dismissal from employment).

## **24. Health and Safety**

- 24.1 Health and safety matters are regulated by State Workplace Health and Safety legislation.
- 24.2 Subject employees should take all practicable steps to ensure health and safety of themselves and others while at work.
- 24.3 Subject employees must ensure they are familiar with and always comply with the Company's health and safety policies and procedures.
- 24.4 If an employee does not comply with these policies and procedures, they may be liable for disciplinary action (including dismissal from employment).
- 24.5 Subject employees are required to report to management, as soon as possible after they occur, any accidents, incidents or hazards arising during their employment.

**25. Anti-discrimination**

- 25.1 It is the intention of the parties to this Agreement to prevent and eliminate discrimination as defined by the *Anti-Discrimination Act 1991* and the *Industrial Relations Act 1999* as amended from time to time, which includes:
- a. discrimination based on sex, marital status, family responsibilities, pregnancy, parental status, age race, impairment, religion, political belief or activity, trade union activity, lawful sexual activity and association with, or relation to, a person identified based on any of the above attributes;
  - b. sexual harassment; and
  - c. racial and religious vilification

**26. Dispute Settling Procedures (DSP)**

- 26.1 The parties to this Agreement are committed to the prompt resolution of disputes and grievances through consultation and negotiation. If any provision of this Agreement becomes the subject of a grievance:
- a. the party who has the grievance will, in the first instance, raise it with the other party. The parties shall meet as soon as practicable with a view to resolving the grievance by agreement.
  - b. the subject employees may request the assistance of a bargaining agent to discuss matters with the Senior Management of the Company in resolving the grievance if not resolved pursuant to sub clause (a) above
  - c. if such grievance is still not resolved pursuant to sub clause (b), either party may refer the matter to the Australian Industrial Relations Commission for conciliation and/or arbitration. The decision of the Commission shall be final.
  - d. Whilst the grievance is in the process of being resolved, either directly between the parties or by referral to the Australian Industrial Relations Commission, the status quo will continue.

## Schedule 1: Remuneration

The minimum rates of wages payable to the following classes of employees from 1 July 2023 shall be:

### Seniors

Classification Level	Wage Rate per week of 38 hours	Hourly pay rate
Storeworker 1 - trainee	\$908.20	\$23.90
Storeworker 1 - after 12 months	\$930.24	\$24.48
Storeworker 2	\$938.60	\$24.70
Storeworker 3	\$965.20	\$25.40
Storeworker 4	\$993.70	\$26.15

### Juniors

Age	Percentage of Storeworker 1 rate [on commencement for 6 months]
Under 16 years of age	40%
16 and under 17 years of age	50%
17 and under 18 years of age	60%
18 and under 19 years of age	70%
19 and over	The appropriate adult rate

Car allowance: 85c per km

Meal allowance: \$18.90

First aid allowance: \$14.93 per week

## Schedule 2: Employee Classifications

### Definition of Classifications

#### Storeworker 1:

Points of Entry - An employee under this classification performs duties to the level of training required for this classification including appropriate certification where relevant.

Skills/Duties

- a) Responsible for the quality of their own work subject to detailed direction.
- b) Works in a team environment and/or under routine supervision.
- c) Undertakes duties in a safe and responsible manner.
- d) Exercises discretion within their level of skills and training.
- e) Possesses basic interpersonal and communication skills.

#### Storeworker 2:

Points of Entry - An employee at this classification performs work above and beyond the skills of an employee at Storeworker 1 classification and to the level of training for this classification including certification where relevant.

Skills/Duties

- a) Able to understand detailed instructions and work from procedures.
- b) Able to coordinate work in a team environment under limited supervision.
- c) Is responsible for the quality of their own work.
- d) Possesses sound interpersonal and communication skills.

#### Storeworker 3:

Points of Entry - An employee at this grade performs work above and beyond the skills of an employee at storeworker 2 level and to the level of training for this grade including certification where relevant.

Skills/Duties

- a) Understands and is responsible for quality control standards.
- b) Possesses an advanced level of interpersonal and communication skills.
- c) Possesses competent keyboard skills.
- d) Possesses a sound working knowledge of all warehousing/stores duties performed at levels below this grade, exercises discretion within the scope of this grade.
- e) May perform work requiring minimal supervision either individually or in a team environment.

#### Storeworker 4:

Points of Entry - A storeworker 4 works above and beyond the skills of an employee at storeworker 3 grade and to the level of training for this grade, applying the skills acquired through successful completion of a certificate or equivalent qualification relevant to the industry according to the needs of the enterprise.

Skills/Duties

- a) Implements quality control techniques and procedures.
- b) Understands and is responsible for a warehouse or a large section of a warehouse.
- c) Highly developed level of interpersonal and communication skills.
- d) Ability to supervise and provide direction and guidance to other employees including the ability to assist in the provision of on-the-job training and induction.
- e) Exercises discretion within the scope of this grade.
- f) Exercises skills attained through the successful completion of an appropriate warehousing certificate.
- g) Has sound knowledge of the employer's operation.