

## **SEAFOOD WAREHOUSE – EMPLOYMENT CONDITIONS**

### **1. Position and Terms and Conditions of employment**

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- 1.1 The position and type of employment offered is set out in your Letter of Offer.
- 1.2 The Commencement Date is set out in your Letter of Offer or otherwise, is the date you and the Company agree to be the Commencement Date or, if there is no express agreement, the day upon which you state you will commence employment for the company after the date of your Letter of Offer.
- 1.3 Unless more generous provisions are provided in the Letter of Offer, the terms and conditions of your employment (including leave and other entitlements) will be those set out in the General Retail Industry Award 2010/Clerks-Private Sector Award 2010/Storage Services Wholesale Award 2010 (“the Award”) and applicable legislation. This includes, but is not limited to, the National Employment Standards (“NES”) and *Fair Work Act 2009* (“the FWA”). Neither the Award nor any applicable legislation is incorporated into your contract of employment.

### **2. Probation**

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- (a) You are subject to a three month probation period.
- (b) At the end of the probation period, the employer will notify you, either that your employment will be continued, or that your employment will not be continued. If the employer continues your employment it will be on the terms contained in the Letter of Offer.
- (c) During the probation period the employer may end your employment, without reason, by providing notice in accordance with the FWA, including the NES.

### **4. Medical Examination**

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- (a) The employer may require you to attend a medical practitioner nominated by the employer at the employer’s expense for the purpose of having a medical examination to ascertain to your fitness or capacity to undertake your duties. Such an assessment may include an assessment of whether you are under the influence of, or affected by alcohol or drugs (prescribed or otherwise).
- (b) You authorise the employer to obtain a copy of your medical report in respect of any such medical examination.

## **5. Duties**

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### **5.1 Specific Duties**

You shall perform those duties the employer may reasonably and lawfully direct you to perform from time to time.

### **5.2 General Duties**

In the performance of your duties you agree to:

- (a) Perform all duties to the best of your abilities at all times.
- (b) Use your best endeavours to promote and protect the interests of the employer.
- (c) Follow all reasonable and lawful directions given to you by the employer, supervisor, store operator or 2IC, including complying with policies and procedures as amended from time to time. These policies and procedures are incorporated into your contract of employment.
- (d) Not compete against the employer's business interests.
- (e) Not damage the employer's reputation.
- (f) Act in accordance with the licensing and any professional standards applicable to the employer.
- (g) Not enter into any agreement, arrangement or contract to bind the employer, unless you have been authorised to do so by the employer.

Failure to comply with any of these general duties may result in written formal warning and in serious circumstances termination of your employment.

## **6. Hours, Remuneration, Superannuation and Leave Entitlements**

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### **6.1 Normal Hours**

Your hours of employment are set out in the Letter of Offer.

### **6.2 Overtime, Saturday, Sunday and Public Holidays**

You may be required to work overtime. You may be required to work on a Saturday or a Sunday as part of your rostered hours. The employer may from time to time operate on a Public Holiday and you may be required to work on these Public Holidays as part of your rostered hours.

Part time and full time employees who are required to work overtime will be remunerated in accordance with the relevant Award. Casual retail employees are not entitled to penalty rates for working overtime under the General Retail Industry Award 2010. All employees who work Saturday, Sunday or on a Public Holiday will be remunerated in accordance with the relevant Award unless they are employed as a salaried employee.

### 6.3 Remuneration

You will be remunerated in accordance with the current Commonwealth and State Awards as noted in the Letter of Offer and as determined from time to time by the Fair Work Commission or the Commonwealth or State Government, unless you are employed as a salaried employee.

Your remuneration will be reviewed annually and may be increased above the applicable Award at the employer's discretion.

### 6.4 Superannuation

The employer will contribute 9.5% of your gross salary on your behalf in accordance with the *Superannuation Guarantee (Administration) Act 1992*.

### 6.5 Sick Leave

If you are employed on a full time or part time basis sick leave will accumulate in accordance with the Commonwealth Award, being 10 days per annum or on a proportionate basis if you are employed on a part time basis.

For entitlement of sick leave for more than 24 hours a doctor's certificate must be supplied otherwise the time taken will be deducted from your holiday entitlements.

### 6.6 Annual Leave

If you are employed on a full time or part time basis you will in addition to the statutory public holidays, accumulate either, four (4) weeks leave per annum or on a proportionate basis if you are employed on a part time basis, in accordance with the Commonwealth Award. Leave is to be taken at a time mutually agreeable to both parties and where applicable leave loading will be paid for this period.

## 7. Policy and Guidelines

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### 7.1 You acknowledge and agree to comply with:

#### (a) Legal requirements

You agree to comply with the *National Measurement Act 1984* enforced by the Department of Weights & Measures which requires that all packaging must be tared from the weight of all packaged items. You agree to date and sign the required register at the commencement of every shift.

For information or to view the *National Measurement Act 1984* please visit <https://www.comlaw.gov.au/Details/C2004A02941>.

You agree to comply with the *Work Health and Safety Act 2011* and the *Work Health and Safety Regulations 2011* and to follow the workplace health and safety policies and guidelines as set out by the employer. You agree to advise the employer of any workplace health and safety issues immediately.

For information or to view the *Work Health and Safety Act 2011* please visit <https://www.comlaw.gov.au/Details/C2011A00137>.

For information or to view the *Work Health and Safety Regulations 2011* please visit <https://www.comlaw.gov.au/Details/F2011L02664>.

You agree to comply with the consumer legislation at both the commonwealth and state level. You agree not to engage in activities which are prohibited by the consumer legislation which would likely place the employer at risk of being found to have breached the consumer legislation. You agree to comply with those policies and guidelines set out by the employer in relation to advertising, warranties, product safety and dealing with customers.

For information on consumer legislation please visit <http://www.consumerlaw.gov.au>.

You agree to comply with the food safety legislation at the commonwealth, state and local level. You agree not to engage in activities which are prohibited by food safety legislation which would likely place the employer at risk of being found to have breached food safety legislation. You agree to comply with those policies and guidelines set out by the employer in relation to food safety.

For information on food safety legislation please visit <http://www.foodstandards.gov.au> or <https://www.health.qld.gov.au/foodsafety/legislation.asp>.

You agree to comply with all other relevant legislation and laws of the commonwealth, state and local government while performing your employment duties as they exist from time to time.

Repeated failure to comply with the relevant legislation and laws of the commonwealth, state and local government while performing your employment duties and in contravention of the employer's policies and guidelines may result in written formal warning and in serious circumstances termination of your employment.

(b) Uniforms and Dress Standards

The employer will supply uniforms, which includes footwear upon commencement of employment. You agree to keep the uniform clean

and pressed. You are to return the uniform if damaged to the employer for replacement.

In the event your uniform is not cleaned and pressed you will be required to return home and change your uniform and return to work. You will not be paid for the time taken to return home and change your uniform and return to work.

Repeated failure to comply with the uniform and dress standards in contravention of the employer's policies and guidelines may result in written formal warning and in serious circumstances termination of your employment.

You are responsible for the cost and supply of appropriate footwear after the commencement of your employment. You are to ensure that your shoes have the appropriate amount of grip and are presentable and clean at all times. You are to supply socks at your own cost.

(c) Customer Service

Aussie Seafood House Pty Ltd prides itself on exceptional customer service which is a core part of its business. You agree to provide exceptional customer services and to be polite and respectful to all customers. You will advise the employer of any customer related issues as soon as practicable.

Repeated failure to comply with the employer's policies and guidelines may result in written formal warning and in serious circumstances termination of your employment.

(d) Personal Hygiene

You agree to ensure that your personal hygiene is maintained at all times.

At all times you are to ensure that you are clean, hair neatly combed and off the collar, where your hair is past your shoulders you are to have your hair tied back securely. Hair colour is to be either neutral or natural.

Male employees agree to have a clean-shaven face at all times. Male employees with a beard are to keep them neatly trimmed, tidy and clean. Male employees intending on growing a beard are to do so during periods of annual or personal leave.

You agree to keep tattoos covered at all times and piercing is to be kept to the ears only. You agree to keep nails clean and neatly groomed.

Repeated failure to comply with the personal hygiene standards in contravention of the employer's policies and guidelines may result in

written formal warning and in serious circumstances termination of your employment.

(e) Tardiness

You agree to be punctual at all times. The employer will not tolerate you being late repeatedly.

Repeated failure to comply with the employer's policies and guidelines may result in written formal warning and in serious circumstances termination of your employment.

(f) Smoking

You agree to smoke away from the employer's premises. You agree not to smoke in the following circumstances:

- (i) immediately before seeing a customer;
- (ii) immediately prior to handling stock; and
- (iii) directly outside the employer's premises.

You agree to use a breath freshener at all times when dealing with customers.

(g) Meetings

From time to time you will be required to attend staff meetings at the employer's premises or where otherwise directed.

(h) No Disparagement

You must not at any time, either during your employment or at any other time after their termination, disparage or otherwise make any statement, or permit or authorise any statement to be made, which is calculated or reasonably likely to damage the reputation or cause other damage to the employer or any of their employees or officers.

(i) Chemicals

You agree to keep those chemicals used in the employer's premises in the appropriate area and ensure that the chemicals are clearly marked. You agree to use the chemicals in accordance with the employer's policies and guidelines. You agree to report any issues with the use of chemicals immediately to the employer.

Repeated use of chemicals for any other reason or in contravention of the employer's policies and guidelines may result in written formal warning and in serious circumstances termination of your employment.

(j) CCTV

You acknowledge that the employer has CCTV cameras located around the employer's premises in public areas which will record your daily working activities and that the footage from the CCTV is stored for up to a period of five years.

(k) Electronic device

You agree not to have any personal electronic devices on you during work hours without the express permission of the employer. This includes but is not limited to mobile telephones, tablets and laptop computers.

You acknowledge that repeated use of personal electronic devices or the employer's computers for personal use including but not limited to internet access, phone calls and social media unrelated to your employment duties use during work hours will result in a formal warning and may result in termination of your employment.

(l) Bullying and Harassment

The employer will not tolerate bullying and/or harassment of any kind within the workplace. Bullying and harassment is prohibited and includes but is not limited to bullying and harassment based on gender, age, religion, race and disability. You agree to abide by the bullying and/or harassment guidelines and to report any instances of bullying and/or harassment to the employer immediately.

You acknowledge that engaging in any type of bullying and/or harassment will result in a formal warning and may in some circumstances result in either termination or immediate termination of your employment.

(m) Social Internet Policies

The employer will not tolerate any use whatsoever of social media by you to engage in any form of bullying and harassment or to engage in disparaging commentary of the employer, business associates, suppliers, customers, co-workers and operations. You agree to abide by the social internet policy and guidelines.

You acknowledge that using social media to bully and/or harass or to engage in disparaging commentary of the employer, business associates, suppliers, customers, co-workers and operations will result in a formal warning and may in some circumstances result in either immediate termination or termination of your employment.

(n) Workplace Safety

You agree to:

- (a) attend to your duties safely;
- (b) notify the employer if you become aware of any workplace risks;
- (c) comply with the Policies of the employer in relation to workplace health and safety;
- (d) comply with any applicable workplace health and safety laws and regulatory requirements; and
- (e) immediately report an incident or accident regardless of whether or not you or another person was injured or property damaged and complete an incident report.

## **8. Confidentiality**

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You agree that any information regarding staff, customers, or business affairs including wage packages, advertising, pricing and suppliers is strictly confidential. In the event you disclose information to any person other than an employee or Officer of the employer, this may result in immediate termination of employment.

All customer information remains the property of the employer. You acknowledge that at anytime as a current or past employee if you disclose or use this information without the permission of the employer, whether directly or indirectly, to your benefit or benefit of a third party then the employer will pursue any and all legal recourse against you.

## **9. Termination**

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### **9.1 Notice of Termination**

- (a) Either you or the employer may terminate your employment at any time by providing the other with the minimum notice in writing required in accordance with the FWA, the Award and the NES.
- (b) The employer at its discretion may pay the notice period in lieu of you working the notice period or the remainder of the notice period.
- (c) In addition to any other right of termination, and without derogating from any right available to you or to the employer, your employment may at any time be terminated by agreement between you and the employer on whatever notice or terms that the parties agree on, provided the notice or terms satisfy minimum requirements of the NES.

### **9.2 Summary Dismissal**

Despite Clause 9.1 of this Agreement, the employer may terminate your employment without notice or payment in lieu thereof if you:

- (a) commit an act which in the reasonable opinion of the employer may or is likely to have a detrimental affect on the business, operations, affairs



or reputation of the employer, including but not limited to an act of dishonesty, fraud, wilful disobedience, misconduct or breach of duty;

- (b) wilfully, persistently and materially breaches the Employment Conditions or any of the employer's policies;
- (c) deliberately diverts customers or businesses away from the employer;
- (d) engage in any other business activity, employment or provision of services without the prior written consent of the employer;
- (e) deliberately provide false and misleading information to the employer or on its behalf, including to any customers or suppliers;
- (f) are charged or convicted with a criminal offence which, in the reasonable opinion of the employer, may have the affect of bringing the employer into disrepute or effects the your ability to meet his or her obligations under the Employment Conditions;
- (g) are guilty of theft or misappropriation of employer's property;
- (h) are under the influence of alcohol or drugs whilst at work or on employer's property;
- (i) are absent from work for a continuous period of more than two consecutive days without the employer's knowledge, consent and without good reason.
- (j) are of unsound mind or becomes liable to be dealt with under any law relating to mental health; or
- (k) are convicted of any serious criminal offence.

### 9.3 Obligations on Termination

- (a) On termination of employment the Employee must return:
  - (i) Equipment;
  - (ii) Uniforms; and
  - (iii) Other work related items where provided by the employer.
- (b) To the employer within 24 hours, clean and in good working order, any of the employer's property not returned, clean and in good working order or at all then you will be responsible for the cost of repair or replacement.
- (c) You agree that the cost or repair of the employer's property along with any other outstanding amounts owing to the employer will be deducted from your final wages and entitlements. Where your final wages and entitlements are insufficient to cover the cost of repair or replacement

then the employer requires the balance be reimbursed within 7 days of termination.

**10. Entire Agreement**

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- 10.1 The terms and conditions referred to in this letter constitute all of the terms and conditions of your employment and replace any prior understanding and agreement between you and the employer.
- 10.2 The terms and conditions referred to in this letter may only be varied by a written agreement signed by both you and the employer.