



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Martin Brower Australia Pty Ltd
(AG2025/3743)

MARTIN BROWER AUSTRALIA PTY LTD AND TRANSPORT WORKERS UNION OF AUSTRALIA – NATIONAL ENTERPRISE AGREEMENT 2025

Road transport industry

DEPUTY PRESIDENT FAROUQUE

MELBOURNE, 19 NOVEMBER 2025

*Application for approval of the Martin Brower Australia Pty Ltd and Transport Workers
Union of Australia – National Enterprise Agreement 2025*

Introduction

[1] Martin Brower Australia Pty Ltd (the **Employer**) has made an application for approval of a single-enterprise agreement known as the *Martin Brower Australia Pty Ltd and Transport Workers Union of Australia – National Enterprise Agreement 2025* (the **Agreement**), pursuant to s 185 of the Fair Work Act 2009 (Cth) (the **Act**).

National Employment Standards (NES) Issues

[2] I note that some provisions of the Agreement, being clause 59 (Parental Leave) and 63.3 (Family and Domestic Violence Leave) may be inconsistent with the National Employment Standards (NES). However, clause 6 of the Agreement operates to provide that more beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES. The Employer has also provided undertakings in relation to these issues. Consequently, I am satisfied that the terms of the Agreement do not contravene s 55 of the Act.

Section 190 Undertakings

[3] The Employer has provided a written undertaking. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertaking will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. The undertakings are taken to be a term of the Agreement.

Section 186, 187, 188 and 190

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

Section 183 Bargaining Representatives

[5] The Transport Workers' Union of Australia (TWU), being a bargaining representative for the Agreement, have given notice under s 183 of the Act that it wants the Agreement to cover it. In accordance with s 201(2), I note the Agreement covers the Transport Workers' Union of Australia (TWU).

Approval

[6] The Agreement is approved and, in accordance with s 54 of the Act, will operate seven days after approval.



DEPUTY PRESIDENT

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Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2025/3743

Applicant: Martin Brower Australia Pty Ltd
(name of applicant)

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Sally Hole, HR Director have the authority given to me by Martin Brower Australia Pty Ltd to give the following undertakings with respect to the Martin Brower Australia Pty Ltd and Transport Workers Union of Australia – National Enterprise Agreement 2025 ("the Agreement"):

1. In relation to clause 59 of the agreement, the following clause will apply:-

59. Parental Leave

Permanent and eligible casual employees with at least twelve (12) months continuous service are entitled to up to 52 weeks unpaid parental leave where the employee or employee's spouse or de facto partner gives birth, or on the adoption of a child who is, or will be, under 16 years of age at the day of placement and where they will have responsibility for the care of a child.

2. In relation to clause 63.3 of the agreement, the following clause will apply:-

63.3 Leave Entitlements

An employee is entitled to 10 days' paid leave in a 12 month period, to deal with family and domestic violence matters, including attending counselling, medical or legal appointments or proceedings, as follows:

- a) The leave is available in full at the start of each 12-month period of the employee's employment; and
- b) The leave does not accumulate from year to year.
- c) Is available to part-time and casual employees.

Employees are also able to use accrued entitlements for annual leave, personal leave or rostered days off for the purpose of dealing with family and domestic violence. If all paid family and domestic violence leave and accrued leave has been exhausted, employees can also apply for further leave without pay, which will not be unreasonably refused.

Note 1: A period of leave to deal with family and domestic violence may be less than a day.

3. In relation to clause 32 of the agreement, the following clause will apply:-

32. Non Continuous Work

Any permanent full time or part time employee who works their ordinary hours on any afternoon or night shift which does not continue for at least five consecutive afternoons or nights shall be paid at the rate of time and a half for the first 8 hours and overtime thereafter for each shift worked.

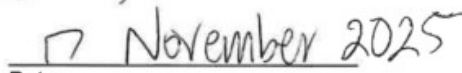
This clause does not apply where the ordinary hours are worked over four (4) days instead of five (5), by working 9.5 hours a day or a flexible working arrangement.

4. In relation to clause 32 of the agreement, it is understood that an Employee with the classification Entry Level – DC Operator who works their ordinary hours on any afternoon or night shift which does not continue for at least five consecutive afternoons or nights shall be paid at the rate of time and a half for the first three (3) hours and double time thereafter for each shift worked.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature



Date

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 this agreement.



**Martin Brower Australia
Pty Ltd and Transport
Workers Union of Australia
- National Enterprise
Agreement 2025**

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PART 1 APPLICATION AND OPERATION OF AGREEMENT

1. TITLE

This Agreement shall be known as the Martin Brower Australia Pty Ltd and Transport Workers Union of Australia - National Enterprise Agreement 2025 ("this Agreement", "the Agreement").

2. COMMENCEMENT DATE OF AGREEMENT AND PERIOD OF OPERATION

- a) This Agreement is an Enterprise Agreement in accordance with the Fair Work Act 2009 and will commence 7 days following the approval pursuant to s.54(1)(a) of the Fair Work Act.
- b) This Agreement shall operate for a period of three (3) years and have a nominal expiry of 31 March 2029.
- c) Notwithstanding anything else contained in this Agreement, it shall remain in force until such time as it is superseded, rescinded, or replaced.

3. COVERAGE OF AGREEMENT

- a) This Agreement outlines the conditions of employment for employees of Martin-Brower Australia Pty Ltd in the Company's operations involving warehousing and distribution functions as detailed below.
- b) This Agreement shall cover work performed at the Company's sites, or any replacement for these sites, listed at Attachment 7.
- c) This Agreement shall apply to employees of the company at the sites in (b) above who perform work in or in connection with:
 - i. warehouse tasks (which includes the direct supervision or performance of the physical receiving, storing, locating, picking, assembling and dispatching of goods in the warehousing, logistics operation and distribution); and
 - ii. transportation and delivery / pick up of products.

4. THE PARTIES TO THIS AGREEMENT:

- a) Employees whose employment or engagement is, at any time when the agreement is in operation, subject to this Agreement;
- b) Martin-Brower Australia Pty Ltd ("the Company"); and
- c) The Transport Workers' Union of Australia ("the Union").

5. RENEGOTIATION OF AGREEMENT

- a) The parties agree to commence negotiations for a new enterprise agreement to replace the Martin-Brower Australia Pty Ltd and Transport Workers Union of Australia - National Enterprise Agreement 2025 at least 3 months before the nominal expiry date of the Agreement. The parties intend to exercise their best efforts to conclude these negotiations prior to the nominal expiry date.
- b) These negotiations will be conducted on a collective basis between the parties with the negotiated outcome being collectively approved,
- c) The parties agree to bargain collectively in relation to any matters arising from the Martin-Brower Australia Pty Ltd and Transport Workers Union of Australia - National Enterprise Agreement 2025.
- d) Should negotiations for a new enterprise agreement not be finalised prior to the nominal expiry date of the Martin-Brower Australia Pty Ltd and Transport Workers Union of Australia - National Enterprise Agreement 2022, the rates of pay and conditions prescribed by that Agreement will continue to be observed for all employees by the parties.

6. RELATIONSHIP TO PARENT AWARD AND NATIONAL EMPLOYMENT STANDARDS

This Agreement shall be read and interpreted in conjunction with the National Employment Standards (NES) provided that where there is any inconsistency between this Agreement and the NES, the more beneficial provision to an employee shall take precedence.

The terms of this Agreement deal comprehensively with those matters contained in Awards and previous Agreements covering the employees. As the Agreement replaces all of these terms, all terms of the Awards and any prior agreements are wholly excluded by this Agreement.

All employees subject to the conditions of the Agreement are also bound by all company Policies and Procedures (as amended) that are not directly referred to in this Agreement.

7. NO PRECEDENCE

This Agreement shall not be used in any manner whatsoever to obtain similar arrangements or benefits in any other plant or enterprise.

8. NO EXTRA CLAIMS

This Agreement provides for all wages, salary, allowances and loadings increases during the life of the Agreement. It is a term of this Agreement that neither party shall pursue any extra claims during the nominal life of this Agreement and that the Agreement will cover all matters or claims regarding the employment of the employees, which could otherwise be the subject of protected action pursuant to s.408 of the Fair Work Act 2009.

9. CONTINUOUS IMPROVEMENT

The parties to this Agreement recognise the need to continue to build workplace arrangements that contribute to the on-going viability of the Company in a highly competitive market. Flexibility in the deployment of labour is extremely important to ensure the long term future of the Company and its employees. The parties to this Agreement recognise that the Company is a third party Distribution Company. Our success is dependent upon our ability to demonstrate cost of living increases, productivity gains and improved levels of customer service.

The objectives of this agreement are to:

- a) maximise the efficiency and prosperity of the Company for the benefit of employees, customers and the community;
- b) provide a high-quality distribution service to fully meet customer requirements;
- c) continue to develop and maintain the most productive, safe, cooperative and harmonious working relationships possible by promoting trust and continually striving to improve communications at all levels;
- d) provide the highest standard of Workplace Safety and Injury Management Protection, ensure that the principals of equal opportunity in employment are applied and that any discrimination, harassment, bullying and vilification is excluded from the workplace;
- e) develop a "learning environment" where all employees are willing and encouraged to develop to their maximum potential, and to continually update their skills and knowledge to meet their personal objectives and the objectives of the Company; and
- f) Provide secure employment for employees through the full utilisation of company employees and equipment prior to the engagement of casual or contract labour.

10. INTRODUCTION OF NEW TECHNOLOGY

All parties to the Agreement continue to be committed to the maintenance of the business as a world-class performer. The application of the best available technology is fundamental to maintaining a competitive edge and in meeting the challenges of the future.

The Company is committed to complying with all legislative requirements, including but not limited to full and open consultation in accordance with Clause 14 – Introduction of Major Changes in the Workplace on all aspects of the introduction of and training in new technology.

With the introduction of best practice technology, all parties agree to accept that technological change is best introduced by a co-operative approach to innovation, work practices and training associated with technological adoption.

11. PRESENTATION

The Company is a customer driven organisation. Customers and suppliers frequently visit our premises. For these reasons it is important that our uniforms and employees are presentable and the standard of housekeeping in our workplace be high at all times.

Where uniforms are supplied, they must be worn and kept clean.

The initial allocation of uniforms will include six (6) Shorts or Trousers, six (6) Shirts, a Windcheater, a jumper or bomber jacket and six (6) pairs of socks.

Replacement of all uniform items will be on a fair wear and tear (exchange) basis. All uniform items, including safety boots must be returned when leaving the Company. Steel capped safety boots must be worn at all times whilst working in the Warehouse.

In the interest of safety and image, employees are required to present themselves in a neat and hygienic manner ensuring long hair is tied back for their safety as well as removing any jewellery that may be unsuitable for the workplace, or safety or image (e.g. risk of causing bodily harm if caught or pulled).

12. PROTECTIVE CLOTHING

Each person will be issued the following on a needs basis. The old garment will be required to be sighted by management before each new issue.

- Chiller jacket
- Safety shoes/boots
- Freezer boots
- Gloves
- Balaclava or beanie
- Skin cancer kit
- Sunglasses or shades
- Hat
- High visibility vest
- Wet weather gear (drivers)
- Freezer suit - at each site, and on a needs basis, employees who regularly perform work in the freezer will be entitled to 2 freezer suits.

Where an employee has been provided with any personal protective clothing or equipment it will be mandatory for such employee to wear or use such equipment. Failure to do so may result in disciplinary action being taken in accordance with the company's established procedure.

Note: it is acknowledged that employees may wish to purchase their own safety shoes. In this case, as long as the safety shoes meet the minimum safety requirements, the company will reimburse the employee up to the amount of \$250. To receive this reimbursement the employee must submit a copy of the tax invoice / receipt.

PART 2 COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

13. EQUAL EMPLOYMENT OPPORTUNITY

The Company is an equal opportunity employer. All people have a right to fair and equal treatment in all aspects of their employment. It is unlawful to treat people differently or to harass them on the basis of, for example, but not limited to:

- sex or gender
- pregnancy or potential pregnancy
- breast feeding
- race, colour, descent, national or ethnic origin, immigration status
- marital status, relationship status
- family responsibilities, status as a parent or carer
- homosexuality, sexual orientation, lawful sexual activity
- transgender status, gender identity, gender history, transexuality
- religious belief, affiliation, or activity, ethno religious status
- union membership, participation in union activities
- political belief, affiliation or activity
- disability, impairment (physical or mental)
- age

Equality of opportunity particularly applies to, for example, but is not limited to:

- recruitment and promotion
- terms and conditions of employment
- allocation of tasks
- dismissal or redundancy
- retirement
- enterprise agreements

Employees who feel that they have suffered discrimination or harassment on one of the above grounds should report the matter. The matter will be dealt with in accordance with the relevant policies and procedures and the dispute resolution procedure as applicable.

14. INTRODUCTION OF MAJOR CHANGE IN THE WORKPLACE

- 14.1. This term applies if the employer:
 - a. is seriously considering, to introduce major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have significant effect on the employees; or
 - b. proposes to introduce a change to the regular roster or ordinary hours of work of employees.
- 14.2. For a Major Change referred to in paragraph (14.1) a:
 - a. the employer must notify the relevant employees of the potential decision to introduce the major change; and
 - b. Subclauses (14.3) to (14.9) apply.
- 14.3. The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 14.4. If:
 - a. A relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - b. The employee or employees advise the employer of the identity of the representative;The employer must recognise the representative.
- 14.5. As soon as practicable after making its decision, the employer must:
 - a. Discuss with the relevant employees:
 - i. The introduction of the change; and
 - ii. The effect the change is likely to have on the employees; and
 - iii. Measures the employer is taking to avert or mitigate the adverse effect of the change on the employees, and

- b. For the purposes of the discussion provide, in writing, to the relevant employees
 - i. all relevant information about the change including the nature of the change proposed; and
 - ii. information about the expected effects of the change on the employees; and
 - iii. any other matters likely to affect the employees.
- 14.6. However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 14.7. The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 14.8. If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (14.2) (a) and subclauses (14.3) and (14.5) are taken not to apply.
- 14.9. In this term, a major change is likely to have a significant effect on employees if it results in:
 - a. the termination of the employment of employees; or
 - b. major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - c. the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - d. the alteration of hours of work; or
 - e. the need to retrain employees; or
 - f. the need to relocate employees to another workplace; or
 - g. the restructuring of jobs.
- 14.10. Roster Changes: Change to regular roster or ordinary hours of work
 - a. For a change referred to in paragraph (14.1)(b):
 - i. the employer must notify the relevant employees of the proposed change; and
 - ii. subclauses (14.11) to (14.15) apply.
- 14.11. The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 14.12. If:
 - i. a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - ii. the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.
- 14.13. As soon as practicable after proposing to introduce the change, the employer must:
 - a. discuss with the relevant employees the introduction of the change; and
 - b. for the purposes of the discussion--provide to the relevant employees:
 - i. all relevant information about the change, including the nature of the change; and
 - ii. information about what the employer reasonably believes will be the effects of the change on the employees; and
 - iii. information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - c. invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 14.14. However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 14.15. The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- 14.16. In this term:
"relevant employees" means the employees who may be affected by a change referred to in subclause (i).

15. JOINT CONSULTATIVE COMMITTEE

15.1. DEPOT CONSULTATIVE COMMITTEE

15.1.1. A depot consultative committee (DCC) comprising at least 2 representatives, being 1 from warehouse, 1 driver and 2 management will be formed in each depot and will meet on a quarterly basis. Where linehaul operations are operating in a DC, then an additional committee member can be included. Committee representatives will call for agenda items which will be compiled into a single agenda.

15.1.2. The DCC will discuss workplace issues but not those issues to which clause 15 of this Agreement apply. Minutes of meetings of the DCC will be maintained and posted on noticeboards no later than one month after any meeting.

15.1.3. The DCC will meet as required to:

- 15.1.3.1. Oversee the successful implementation of the terms of this Agreement.
- 15.1.3.2. Develop further prospects for improved business performance; and
- 15.1.3.3. Will consider a broad agenda of issues in relation to those matters and the workplace environment.

15.2. NATIONAL CONSULTATIVE COMMITTEE

15.2.1. A National consultative committee (NCC) comprising TWU bargaining committee representatives and management will be formed.

15.2.2. The NCC will meet by video twice per year. If necessary, and by agreement between the parties, an extraordinary meeting may be convened.

15.2.3. Should the Agenda require specific input, additional representatives may be co-opted to attend a meeting or to ensure sufficient representation from warehouse, local drivers, linehaul drivers and management.

15.2.4. The minutes of the DCC meeting will form part of the agenda for the NCC.

15.2.5. Minutes of meetings of the NCC will be maintained and made available to NCC participants.

16. DISPUTE RESOLUTION PROCEDURE

Any dispute or grievance that arises at the workplace in relation to the Agreement, matters pertaining to the relationship of employer and employee and the National Employment Standards (NES) must be dealt with in the following manner:

- i) An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term
- ii) In the first instance, the parties to the dispute must try to resolve the dispute at the local workplace level, by discussions between the employee or employees and the relevant supervisors and or managers, and if not resolved will proceed to more senior levels of management and the union (if involved)
- iii) If any of the workplace discussions are unable to resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission
- iv) The Fair Work Commission may deal with the dispute in 2 stages:
 - a. The Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation
 - b. If the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - 1. Arbitrate the dispute; and
 - 2. Make a determination that is binding on the parties, subject to either party exercising a right of appeal

- v) While the parties are trying to resolve the dispute using the procedures in this term:
 - a. An employee must continue to perform their work in accordance with the status quo unless there is an identifiable and imminent risk to their health and safety and applicable occupational health and safety legislation would not permit the work to be performed;
 - b. An employee must not fail to comply with a reasonable direction of the Company.
- vi) An employee directly involved in the dispute procedure shall be released on paid time, the rate of pay being the rate the employee would have received had they been performing their usual duties

17. EMPLOYEE DISCIPLINARY MATTERS

- a) It is accepted by the parties to this Agreement that matters related to performance management and discipline may sometimes be necessary in circumstances applying to individual employees. In managing such issues in the workplace the parties are committed to the following:
 - i. The observance of procedural fairness in the application of performance management and disciplinary processes.
 - ii. The right of employees to be represented at all times and/ or stages, in any matters related to performance management or disciplinary processes.
 - iii. That the extent to which individual events of performance management and discipline (i.e. formal warnings) can be relied upon diminishes over the course of time, particularly where the employee concerned has not been involved in subsequent performance of disciplinary events within a reasonable period of time.
- b) It is agreed that where an employee has been issued with a formal disciplinary notice, movement to the next level of the performance management or disciplinary process will be determined by reference to the elapsed time since the last event, provided that such event has been within the last 12 months. By way of example and to assist in the understanding of the intentions of the parties in agreeing to this provision, reference should be made to the following:
 - Example 1 - Employee A is issued with a first formal warning. The employee later participates in conduct justifying further disciplinary action. Such conduct occurs 11 months after the date of the first warning. In this case, the employee may be issued with a second formal warning.
 - Example 2 - Employee A is issued with a first formal warning. The employee later participates in conduct justifying further disciplinary action. Such conduct occurs 13 months after the date of the first warning. In this case, the employee is to be issued with a new first warning.
- c) In making decisions concerning the performance management and disciplinary steps that may be taken, the employer is entitled to refer to all such matters as they appear on the employee's personnel file. However, any written warning issued to an Employee that has lapsed in accordance with this clause, will not be used as one of the warnings to justify the employee's dismissal.
- d) It is further agreed that the above conditions do not remove the right of the employer to summarily terminate the employment of an employee for serious and wilful misconduct, or to move through the disciplinary process in a manner that is justified having regard to the particular circumstances and facts of each event.

18. INDIVIDUAL FLEXIBILITY ARRANGEMENTS

- I. An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - a. the agreement deals with the following matters:
 - allowances
 - arrangements dealing with ordinary hours or work
 - b. The individual flexibility arrangement must meet the genuine needs of an employee and the employer.

- c. The individual flexibility arrangement must be genuinely agreed to by the employee and the employer. In order to ensure genuine agreement the employer must advise the employee representative prior to an individual flexibility arrangement being entered into and the employee has the option to seek advice from their representative.
- II. The employer must ensure that the terms of the individual flexibility arrangement:
 - a. are about permitted matters under section 172 of the Fair Work Act 2009 ; and
 - b. are not unlawful terms under section 194 of the Fair Work Act 2009 ; and
 - c. result in the employee being better off overall than the employee would be if no arrangement was made.
- III. The employer must ensure that the individual flexibility arrangement:
 - a. is in writing; and
 - b. includes the name of the employer and employee; and
 - c. is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - d. includes details of:
 - i. the terms of the enterprise agreement that will be varied by the arrangement; and
 - ii. how the arrangement will vary the effect of the terms; and
 - iii. how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - e. states the day on which the arrangement commences.
- IV. The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- V. The employer or employee may terminate the individual flexibility arrangement:
 - a. by giving no more than 28 days written notice to the other party to the arrangement; or
 - b. if the employer and employee agree in writing--at any time.

PART 3 CONTRACT OF EMPLOYMENT

19. PERMANENT EMPLOYMENT

The company shall, when engaging an employee, state definitely whether such employee is engaged as a permanent full time, permanent part time or casual employee. Failing such notice the employee shall be deemed to be engaged as a permanent employee.

An employee not attending for duty shall, except as provided by in this Agreement or any other form of absence authorised by the Company, lose pay for the actual time of such non-attendance.

20. PROBATION

All Martin Brower employees are engaged on a probationary period for the first six (6) Months (26 weeks) of their employment. The employee must be advised in writing and in advance that the employment is probationary.

For clarification, the probationary period also constitutes as the qualifying period of employment. Probationary employment forms part of an employee's period of continuous service.

21. FULL TIME EMPLOYMENT

A full time employee is an employee engaged to work an average of 38 hours per week on a permanent basis.

22. PERMANENT PART TIME

A part time employee is an employee engaged to work less than 38 ordinary hours per week.

The Company may employ employees on a permanent part-time basis. For permanent part-time employees, clauses of this Agreement shall be applied on a pro-rata basis. Hours of work, days on which hours will be worked, along with Start and Finish times will be agreed between the Company and the employee in writing.

The minimum daily hours of work are four (4) hours on any one day.

If a change to the hours of work is required, the employee will be provided with two (2) weeks written notice.

An employee and the Company may agree to change the employee's working days and/or working hours, without the provision of two (2) week notice or penalty payment.

Overtime – A part time employee who works in excess of the agreed hours as set out above shall be paid overtime in accordance with the relevant provisions of this Agreement.

23. MARTIN BROWER AUSTRALIA AND LABOUR HIRE CASUALS

The role of casuals is generally to cater for peaks and variations in demand for labour and will supplement full time and part time permanent employment. In order to facilitate awareness of possible engagements and casual employee availability, Martin Brower will publish weekly rosters showing possible casual engagements. This roster is indicative, and Martin Brower will, wherever practicable, notify a casual employee if their services are not required the next working day or on any days indicated in the proposed roster.

23.1 Casual Loading and engagement

a) For each ordinary hour worked, a casual employee must be paid:

- i) The applicable hourly rate, and
- ii) A loading of 25% of the ordinary hourly rate for their classification.

b) A minimum payment of 4 hours per engagement is to be paid.

- c) A casual employee must be paid for all overtime worked, that is hours greater than 7.6 hours on any day, at the applicable overtime rate plus 10% of the minimum hourly rate specified for their classification. They will not receive the 25% casual loading referred to at a) above.

For example:-

Time and half: (Base Hourly rate x time and a half) + (Base hourly rate x 10%). If base hourly rate = \$20, then $(\$20 \times 1.5) + (\$20 \times 10\%) = \$32$.

- d) A casual employee who works on a public holiday, will receive the applicable public holiday rate (as per clause X) and 25% casual loading. For example:

Double Time: (Base hourly rate x double time) + (Base hourly rate x 25%). If base hourly rate = \$20, then $(\$20 \times 2) + (\$20 \times 25\%) = \$45$

23.2 Casual Choice Pathway

Martin Brower casuals have a pathway to either permanent full time or part time employment in accordance with the National Employment Standards.

Under this, a casual is able to provide written notice to Martin Brower to seek to change to permanent employment if:

- they have been employed by the Company for at least 6 months;
- no longer meet the requirements of the casual employee definition;
- have not been refused by the Company for a previous request to convert within the last 6 months or they've refused an offer by the Company to convert; and
- are not in dispute with Martin Brower about changing to permanent employment under the terms of this clause.

Martin Brower will consider any written notices and will respond within 21 days of the notice, either accepting or denying the request. If denied, reasons will be provided in writing and if accepted, will confirm the offer advising the new hours and days of work offered and when the change will take effect.

Any disagreement on decisions made by the Company in relation to a casual's conversion request will be dealt with under the Dispute Settlement provisions of this Agreement.

23.3 Labour Hire Casuals

Where temporary and/or casual labour is engaged through a labour hire agency, the persons so engaged will be paid the rate applicable to Martin Brower employees for the relevant grade under this Agreement.

Agency casuals engaged on a regular and systematic basis for a period of no less than six (6) months will be offered an opportunity to convert to a Martin Brower casual, subject to satisfying company recruitment protocols.

24. CHANGE OF PLACE OF EMPLOYMENT

Where the company transfers an employee, on any day after he or she commences work, from the place which the employee usually works to another place, fares and tolls to and from such altered place shall be reimbursed by the company to the employee, whether the employee travels by cycle or otherwise, except when transported by the company.

Where the Company asks and the employee agrees to a short-term temporary relocation to work at another site/distribution centre, they will receive a daily travel allowance for each ordinary shift worked. The allowance will take into account any additional reasonable costs and tolls incurred in travelling to the temporary site that would be over above any such costs they would incur in travelling to their regular work location.

25. TERMINATION OF EMPLOYMENT

- a) Employment may be terminated by either party, by giving the appropriate notice in writing as shown in the table below:

Years of Service	Notice Period By Age of Employee	
	Under 45	45 Years and Over
Less than 1 year	1 week	1 week
1 year and less than 3 years	2 weeks	3 weeks
3 years and less than 5 years	3 weeks	4 weeks
5 years and over	4 weeks	5 weeks

- b) Where the Company terminates the employment, payment in lieu of notice may be made.
c) The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of his or her employment and the classification of or the type of work performed by the employee.

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

- d) If an employee fails to give the notice specified above the company has the right to withhold monies due to the employee to a maximum amount equal to the amount of the notice period not provided.
e) An employee shall not be entitled to notice of termination or payment in lieu of notice for any period of continuous service in respect of which notice has already been given or paid for.

25.1. The period of notice in this clause does not apply:

- a) in the case of dismissal for serious misconduct;
b) to employees engaged for a specific period of time or for a specific task or tasks; or
c) to casual employees.

25.2. Transmission of Business

Where a business is transmitted from one employer to another, the period of continuous service that the employee had with the transmitter or any prior transmitter is deemed to be service with the transferee and taken into account when calculating notice of termination.

26. REDUNDANCY

The Company will seek to avoid redundancies. However, in the event of redundancy, the Company will communicate with employees at the earliest opportunity. Subject to the retention of necessary skills and any operational requirements, consideration will be given to volunteers before forced redundancies. The employer is under no obligation to accept volunteers.

Redundancy occurs where the company has made a definite decision that the company no longer wishes the job the employee has been doing done by anyone and that decision leads to the termination of employment of the employee, except where this is due to the ordinary and customary turnover of labour.

26.1. Process By Which Redundancies Would Occur

Where the company has made a decision that positions were to be made redundant and no other suitable and alternative positions were available, necessitating the termination of employment of employees, the following process would be followed:

- a) The company would as a first step call for volunteers.
- b) If insufficient volunteers were available or accepted by the company, selection criteria will be developed. All employees would then be rated against these criteria.
- c) If any employees are rated equally on the selection criteria, seniority will then be used. For the purposes of this clause, "seniority" shall mean last on/employed, first off.

Throughout the above process, the company will consult with the employees and the Union.

26.2. Transfer To Lower Paid Duties

Where an employee accepts a transfer to lower paid duties by reason of redundancy the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and the company may at the company's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

26.3. Notice Period

The notice provisions as per Clause 24 (a) Termination of Employment shall apply.

26.4. Severance Pay

Where an employee is to be terminated due to redundancy, the Company shall pay the following severance pay in respect of a continuous period of service. The following scale will apply in the event of redundancy for permanent employees only.

Length of Continuous Service	If Employee Under 45 Years of Age.	If Employee 45 Years of Age or More
Less than 1 year	Nil	Nil
1 year or more but less than 2 years	4 weeks pay	5 weeks pay
2 years & more but less than 3 years	7 weeks pay	8.75 weeks pay
3 years & more but less than 4 years	10 weeks pay	15 weeks pay
4 years & more but less than 5 years	12 weeks pay	15 weeks pay
5 years & more but less than 6 years	14 weeks pay	17.5 weeks pay
6 years & more but less than 7 years	16 weeks pay	20 weeks pay
7 years & more but less than 8 years	18 weeks pay	22 weeks pay
8 years & more but less than 9 years	20 weeks pay	24 weeks pay
9 years & more but less than 10 years	22 weeks pay	26 weeks pay
10 years or more	24 weeks pay	28 weeks pay

26.5. Week's Pay

Means the ordinary time rate of pay for the employee concerned. Provided that such rate shall exclude:

- (a) overtime;
- (b) penalty rates;
- (c) disability allowances;

- (d) shift allowances;
- (e) special rates;
- (f) fares and travelling time allowances;
- (g) bonuses; and
- (h) any other ancillary payments of a like nature.

26.6. Employee Leaving During Notice Period

An employee given notice of termination in circumstances of redundancy may terminate his/her employment during the period of notice set out in Clause 25 (a) Termination of Employment. In this circumstance the employee will be entitled to receive the benefits and payments they would have received under this clause had they remained with the company until the expiry of the notice, but will not be entitled to payment in lieu of notice.

26.7. Alternative Employment

The company, in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied if the company obtains acceptable alternative employment for an employee.

This provision does not apply in circumstances involving transmission of business as set out in Clause 25.2.

26.8. Job Search Entitlement

During the period of notice of termination given by the company in accordance with Clause 25 (a), 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.

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 the company, be required to produce proof of attendance at an interview or he or she shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

26.9. Employees Exempted

This clause does not apply to:

- employees terminated as a consequence of serious misconduct that justifies dismissal without notice;
- probationary employees;
- employees engaged for a specific period of time or for a specified task or tasks; or
- casual employees;

27. ANNUAL MEDICAL ASSESSMENTS

The annual medical assessments prescribed herein shall occur on a voluntary basis. However, the company may require a mandatory medical examination of any person(s) who is/are involved in a notifiable workplace safety incident or accident.

For the purposes of this clause, the term notifiable workplace safety incident or accident shall mean any such event that is required by way of legislation or other legal instrument to be notified to a government agency or other recognised authority.

The purpose of medical examinations is to ensure that employees are medically able to perform their duties in a manner which shall not give rise to undue risk to themselves, their work colleagues or members of the community.

Where an employee has indicated that they wish to participate in a medical assessment, it shall occur on an employee's anniversary date (or as close thereto as is possible), with 4 weeks notice to be given of the pending medical.

An employee may use his or her own doctor, for the purpose of undergoing such assessment.

The employee shall be provided with a form, by the company, which shall be given to the doctor to complete, as part of the assessment process. The form shall request that the doctor perform checks in relation to eyesight, hearing, blood pressure, cholesterol, diabetes, presence of illegal substances, general well-being & fitness for work in the employee's occupation and behaviour modifying drugs.

The results shall be returned to the company's WHS Manager and shall be treated in confidence.

If an employee fails a medical assessment, to the extent that the employee cannot safely perform their normal duties, regard will be had to the following:

- a) The reasons for such failure and whether such reasons would preclude the employee from being able to continue performing their duties in a safe manner.
- b) Whether treatment is available which would enable the employee to continue to perform their duties in a safe manner.
- c) Whether it is possible to reclassify the employee into an alternative position within the company, the duties for which the employee could perform safely, having regard to the medical condition.

The company shall respect the privacy of all employees with regard to the results of any medical examinations that are carried out in accordance with this clause. Such results will be treated as confidential and will only be available to authorised managers.

28. EMPLOYER RIGHTS

Subject to the conditions contained in clause 45.3, nothing in this Agreement limits the right of the company to:

- a) temporarily utilise an employee performing distribution centre functions to driving functions or vice versa, or to assign any particular function within this Agreement to any particular employee whether or not the function is within the usual range of function for that employee; or
- b) recruit an employee from outside its workforce to be placed immediately into any particular level where such recruitment is, in the opinion of the company, operationally necessary and the employee is competent to perform the tasks required.

PART 4 HOURS OF WORK, SHIFT WORK AND OVERTIME

29. HOURS OF WORK

The ordinary hours of work shall be an average of 38 per week to be worked on one of the following basis:

- 38 hours within a work cycle not exceeding 7 consecutive days; or
- 76 hours within a work cycle not exceeding 14 consecutive days; or
- 114 hours within a work cycle not exceeding 21 consecutive days; or
- 152 hours within a work cycle not exceeding 28 consecutive days.

Ordinary hours of work shall be an average of 38 per week as provided in this clause. The method of implementation of 38 hour week may be any one of the following:

- by employees working less than 8 ordinary hours each day; or
- by employees working less than 8 ordinary hours on one or more days each week; or
- by fixing one week day on which all employees will be off during a particular work cycle; or
- by rostering employees off on various days of the week during a particular work cycle so that each employee has one week day off during that cycle; or
- by an extended shift roster/4 day week in accordance with Attachment 6

30. SPAN OF HOURS

Subject to Clause 34.1, all employees understand that due to the need to maintain a 24 hour a day, 365 day a year operation employees will be required to work according to set rosters which may include weekends and Public Holidays.

It is agreed that the span of ordinary hours is between 6.00am and 6.30pm Mon – Friday but may also include Saturday and Sunday. The span of ordinary hours may be altered in any distribution centre by one hour at each end by agreement between the employer and the employee concerned.

31. STARTING TIMES

Where proper facilities are provided for an employee to sign on / clock on when beginning work and to sign off / clock off when leaving work, the work of such employee shall be deemed to commence when the employee signs on at the distribution centre at the commencement of their shift and to finish when the employee signs off at the completion of their shift, as per their roster.

Rosters will be posted seven days prior to commencement of a roster. The roster shall specify commencing and finishing times of ordinary working hours. In case of a change to the roster outside the control of the company, not less than 24 hours notice of the change may be given.

32. NON CONTINUOUS WORK

Any permanent full time employee who works their ordinary hours on any afternoon or night shift which does not continue for at least five consecutive afternoons or nights shall be paid at the rate of time and a half for the first 8 hours and overtime thereafter for each shift worked.

This clause does not apply where the ordinary hours are worked over four (4) days instead of five (5), by working 9.5 hours a day or a flexible working arrangement.

33. SHIFT WORK – 38 HOUR WEEK

Employees required to work shift work will be paid the penalty rate outlined below, in addition to the base rate detailed in Attachment 2 of this Agreement.

As per clause 14, prior to making a decision to alter the ordinary roster of an employee, the company will consult with the employee(s) concerned and their representative to discuss the change. The company will consider any views in relation to the impact of the change that are given by the employee(s) and/or their representative.

Where a definite decision in relation to changing a roster has been made the Company will give the employee(s) two (2) weeks' notice or in cases outside of the control of the company, the change

can be made by giving 48 hours notice, unless a lesser period of notice is agreed to between the employee and Martin Brower.

Where an employee agrees to commence a shift earlier than their rostered shift start time, and such change would otherwise result in a loss of shift penalty, the penalty will be paid as if the shift start time had not been altered. For clarification, this will not apply where the relevant 48 hour notice period of shift change has been provided.

Hours of Shift -

- **Afternoon Shift:** an ordinary shift (not including overtime) which commences at or after 10.30am (1030hrs) and prior to 6pm (1800hrs) and finishes at or before midnight (2359hrs). A loading of 17.5% of base rate will apply for all ordinary hours of afternoon shift.
- **Night Shift:** an ordinary shift (not including overtime) which commences at or after 6.00pm (1800hrs) and prior to 6.00am (0600hrs). A loading of 30% of base rate will apply for all ordinary hours of night shift.
- **Rotating Night Shift:** - a rotating shift (not including overtime) means a night shift on which an employee works for no more than two consecutive weeks in each roster cycle, will attract a loading of 20%.

34. SATURDAYS AND SUNDAYS

Subject to clause 34.1:

- a) All hours worked on a Saturday (except overtime) shall attract a loading of 50%.
- b) Overtime on Saturday shall be paid at time and one half for the first two (2) hours and double time thereafter.
- c) All hours worked on a Sunday (except overtime) shall attract a loading of 100%.
- d) Overtime on Sunday shall be paid at double time.
- e) The minimum paid time for work occurring on a Saturday or Sunday shall be four (4) hours.

34.1. EXISTING EMPLOYEES

- a) No existing employee may be directed to work ordinary hours on a Saturday and/or a Sunday. However, existing employees may request to work Saturdays and / or Sundays. For the purposes of this provision, existing employee shall mean:
 - a. In the case of ordinary hours on a Saturday - a person who was on the company payroll at or before 1 July 2006.
 - b. In the case of ordinary hours on a Sunday – a person who was on the company payroll at or before 1 July 2009.

35. SPECIAL OCCASION ARRANGEMENT

Where it is agreed between the company and the employee(s) that a special occasion exists and either an individual or majority of employees in a section request that special arrangements be made, those arrangements may be made provided that the company's production, delivery and business requirements are not affected.

For example: A special occasion may be Melbourne Cup Day and Employees may request to start work earlier than normal allowing them to leave early and attend the Melbourne cup.

Should an agreement be reached in relation to this clause, no claim may be made by any employee for any additional payment or penalty that may have otherwise applied but for the implementation of such an arrangement.

36. TEMPERATURE RELIEF

The company recognises the additional challenges which employees face while working in cold temperatures.

The company is committed to working with employees to ensure that any employee who is affected by the cold environment has the opportunity to seek relief from the cold environment.

Any issues which are identified in relation to the cold environment will be discussed by the DCC in the first instance.

37. MEAL TIMES

A break must be given no earlier than 3 ½ hours and no later than five hours.

All time worked over five hours until such a break is allowed shall be paid for at the rate of ordinary time, the payment to be in addition to any payment due in respect of a weekly or a casual wage.

Nothing in this clause removes the ability for the company and employee(s) to agree on flexible arrangements in relation to the taking of meal breaks due to genuine operational requirements, as long as the agreed flexible arrangement is compliant with fatigue management legislation.

37.1. Day Work

An unpaid meal break of thirty (30) minutes shall be taken each day. In addition, all employees are allowed fifteen (15) minutes as a rest period any time before or after the meal break as aligned to operational requirements. This is counted as time worked.

37.2. Afternoon and Night Shift

An employee working afternoon or night shift shall be allowed a 20 minute paid meal break. In addition, all employees are allowed fifteen (15) minutes as a rest period any time before or after the meal break as aligned to operational requirements. This is counted as time worked.

38. CRIB TIME

An employee required to work 1 hour and 30 minutes overtime, beyond the rostered ordinary hours for the day will be allowed a ten (10) minute rest break, paid at the applicable overtime rate.

39. OVERTIME

Hours worked in excess of rostered ordinary hours shall be overtime and paid at the rate of time and one half for the first two (2) hours and double time thereafter. Overtime shall be calculated daily and when calculating overtime, each day shall stand alone.

Where available, and where there are no health and safety or fatigue concerns and where permissible under any applicable Driving regulations, there will be no limits on the amount of overtime an employee can work in any week, including total working hours of 60 hours per week or over.

An employee rostered to work overtime on a Saturday, Sunday or Public holiday where the overtime is cancelled with less than 24 hours' notice for reasons within the Company's control, will be paid a minimum of 4 hours pay at the rate that would have been payable had the overtime work been performed.

Employees who have been confirmed to work overtime, and the planned overtime is not worked due to the employee's unavailability, the hours of planned overtime will not be paid.

40. TIME OFF IN LIEU OF PAYMENT FOR OVERTIME

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

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

The company shall, if requested by an employee, provide payment, at the rate provided for the payment of overtime in this Agreement, for any overtime worked under this clause where such time has not been taken within four weeks of accrual.

41. REQUIREMENT TO WORK REASONABLE OVERTIME

Martin Brower's operations reasonably require the working of overtime in order to provide an on-time service that meets our customer's operating hours and requirements, therefore:

- a) People may be required to work reasonable overtime at overtime rates. The Company is committed to ensuring that all employees co-operate equally in the sharing of the overtime workload.
- b) Employees may be required to work on weekends.
- c) The assignment of overtime will be based on specific work requirements.

When requesting an employee undertake reasonable overtime, the following will be taken into consideration:

- any risk to the employee's health and safety that might reasonably be expected to arise if the employee worked the additional hours;
- the employee's personal circumstances (including family responsibilities);
- any notice given by the employer of the requirement or request that the employee work the additional hours;
- any notice given by the employee of the employee's intention to refuse to work the additional hours; and
- the employee's hours of work over the 4 weeks ending immediately before the employee is required or requested to work the additional hour.

42. MINIMUM BREAK

An employee must have a ten (10) hour break between work on consecutive days.

In the case where a ten (10) hour break is not possible, the employee is to make contact with the supervisor. Where possible the employee will be allocated a ten (10) hour break by being able to attend for work later than scheduled. Any time that the employee is away from the workplace because of the need for the employee to receive a ten (10) hour break, the employee will receive their normal pay, for their rostered hours.

If a ten (10) hour break is not possible between shifts, then all work performed until a ten (10) hour break is possible shall be at the rate of double time for hours worked.

Where an employee elects to volunteer for an overtime shift and a ten hour break is not possible, the provisions within this clause will not apply, overtime provisions outlined at Clause 39 will apply.

43. CALL BACK

An employee recalled to work overtime after leaving the company's distribution centre (whether notified before or after leaving the distribution centre) shall be paid for a minimum of three hours work at the appropriate rate for the first recall, and a minimum of two hours for each subsequent recall; provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full minimum hours if the job recalled to perform is completed within a shorter period. This clause shall not apply in cases where the overtime is continuous (subject to a reasonable meal-break) with the completion or commencement of ordinary working time.

Overtime worked in circumstances specified in this clause shall not be regarded as overtime where the actual time worked is less than three hours on such recall or two hours on a subsequent recall.

44. REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS (ROSTERS)

44.1 Employee may request change in working arrangements

An employee may request a change in working arrangements, if that employee is experiencing any of the following circumstances:

- (a) the employee is the parent, or has responsibility for the care, of a child who is of school age or younger;
- (b) the employee is a carer;
- (c) the employee has a disability;
- (d) the employee is 55 or older;
- (e) the employee is experiencing violence from a member of the employee's family;

- (f) the employee provides care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because the member is experiencing violence from the member's family.

To avoid doubt, and without limiting subsection (44.1), an employee who:

- (a) is a parent, or has responsibility for the care, of a child; and
 - (b) is returning to work after taking leave in relation to the birth or adoption of the child;
- may request to work part-time to assist the employee to care for the child.

44.2 Employee not entitled to request change in working arrangements

The employee is not entitled to make the request unless:

- (a) for an employee other than a casual employee--the employee has completed at least 12 months of continuous service with the employer immediately before making the request; or
- (b) for a casual employee--the employee:
 - i. is a long term casual employee of the employer immediately before making the request; and
 - ii. has a reasonable expectation of continuing employment by the employer on a regular and systematic basis.

44.3 Formal requirements

The request must:

- (a) be in writing; and
- (b) set out details of the change sought and of the reasons for the change.

44.4 Responding to the request

Before responding to a request for a change in working arrangements, the employer must discuss the request with the employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the employee's circumstances having regard to:

- (a) the needs of the employee arising from their circumstances;
 - (b) the consequences for the employee if changes in working arrangements are not made; and
 - (c) any reasonable business grounds for refusing the request.
- (d) The employer must give the employee a written response to the request within 21 days, stating whether the employer grants or refuses the request.
- (e) The employer may refuse the request only on reasonable business grounds.
- (f) If the employer refuses the request, the written response must include details of the reasons for the refusal

44.5 What the written response must include if the employer refuses the request

Clause 44.5 applies if the employer refuses the request and has not reached an agreement with the employee under clause 44.3.

- (a) The written response must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.
- (b) If the employer and employee could not agree on a change in working arrangements under clause 44.3, the written response must:
 - (i) state whether or not there are any changes in working arrangements that the employer can offer the employee so as to better accommodate the employee's circumstances; and
 - (ii) if the employer can offer the employee such changes in working arrangements, set out those changes in working arrangements.

44.6 What the written response must include if a different change in working arrangements is agreed

If the employer and the employee reached an agreement under Clause 44.3 on a change in working arrangements that differs from that initially requested by the employee, the employer must provide the employee with a written response to their request setting out the agreed change(s) in working arrangements.

44.7 Dispute resolution

Disputes about whether the employer has discussed the request with the employee and responded to the request in the way required by Clause 43, can be dealt with under Clause 16 - Dispute Resolution Procedure.

PART 5 WAGES AND RELATED MATTERS

45. PAYMENT OF WAGES

The pay week for employees covered by this Agreement shall begin on a Monday and cease on the following Sunday. All wages and overtime shall be paid by direct deposit into no more than two bank or building society accounts nominated by the employee by no later than the following Thursday.

If the company fails to make payment to any employee on the prescribed pay day the company shall pay any dishonour fee which is incurred, as a direct result of the employee not receiving the payment. No such payment will be made if the failure is due to some act on the part of the employee, or to circumstances not under the company's control and which the company could not reasonably have foreseen and which reasonable steps were taken to avoid or overcome.

Notwithstanding anything herein contained, the company shall pay to an employee who leaves or is dismissed all monies due to the employee within five (5) working days, failing which the company shall pay to the employee the sum of \$20 for each and every day or part thereof during which such default continues.

In any circumstances where payroll errors occur, the parties shall apply the provisions of this clause. Provided that the allowance prescribed by that clause shall only be payable in circumstances where the payroll error has resulted in a net underpayment to the employee of \$20 per week or more. Provided further that the payment of the allowance prescribed by the clause shall only apply in circumstances where the company is solely responsible for the payroll error occurring. The company will be responsible to make the payment of wages immediately when it becomes aware that a payroll error has occurred and which would attract the payment that is prescribed by this clause.

45.1. WAGE RATES

It is agreed that the wage rates in Attachment 2 shall apply during the life of this Agreement:

The Classification and Grading Structure which is applicable to employees covered by this Agreement is set out in Attachment 1.

45.2. RATE WHEN SHIFT EXTENDS BEYOND MIDNIGHT

Each shift shall be paid at the rate applicable to the day on which the major portion of the shift is worked, this includes public holidays.

45.3. HIGHER DUTIES

Where an employee is formally appointed to perform duties at a classification higher than their normal classification, the terms of this period of higher duties will be as per the following.

For clarification purposes:

- a) If the employee is acting in a higher classification for a period of time less than 2 hours in any one day, then the employee will be paid the higher classification rate for the actual time worked.
- b) If the employee is acting in a higher classification for a period of time greater than 2 hours in any one day, then the employee will be paid the higher classification rate for the entire day.
- c) An employee who is temporarily required to perform on any day or shift, duties which are covered by a lower classification will suffer no reduction in pay.
- d) If an employee undertakes MC work for less than 50% of their ordinary hours, they will receive the higher level 4A classification for all hours worked on MC routes.

This clause does not apply to employees who are currently employed as Level 6 - Acting Leading Hands if they fulfil the duties of a Leading Hand.

45.4. INCENTIVE PLAN

The Incentive Plan contained in Attachment 4 - Performance Based Payment and Payment System, will continue through to 31 December 2025. After this time, the incentive Plan will no longer apply or have any effect.

46. SUPERANNUATION

The subject of superannuation is dealt with extensively by legislation including the Superannuation Guarantee (Administration) Act 1992, the Superannuation Guarantee Charge Act 1992, the Superannuation Industry (Supervision) Act 1993, the Superannuation (Resolution of Complaints) Act 1993 and the Legislation Amendment (Choice of Superannuation Funds) Act 2004. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties. Notwithstanding this, the following provisions also apply:

46.1. DEFINITIONS

In this clause

- "Fund" - In this clause all references to "fund" shall mean the TEAM SuperFund or the Martin Brower nominated Superannuation Fund.
- "Default Fund" – In this clause all references to "default fund" shall mean the TWU superannuation fund.
- "Martin Brower Nominated Superannuation Fund" shall mean Colonial First State Superannuation Fund
- "Ordinary time earnings" – is as per legislation.

46.2. CHOICE OF FUND

Martin Brower will make superannuation contributions on behalf of employees in accordance with the relevant Commonwealth Superannuation Guarantee (Administration) Act 1992 into a superannuation fund of the employee's choice. If the employee does not choose a fund in accordance with legislation, the Company will make the contributions into:

- (a) The employees 'stapled' fund; or
- (b) If the Australian Taxation Office does not identify a 'stapled fund' for the employee, to the Martin Brower nominated superannuation fund, or the TWU Superannuation Fund at the choice of the employee. An employee can exercise this choice no more than once per year.

46.3. EMPLOYER CONTRIBUTIONS

The employer will contribute to the fund on behalf of all employees without exception the following amounts:

- From first pay period on or after 1 July 2025, 13.25% of employees' ordinary time earnings
- From first pay period on or after 1 July 2026, 13.50% of employees' ordinary time earnings
- From first pay period on or after 1 July 2027, 13.75% of employees' ordinary time earnings
- From first pay period on or after 1 July 2028, 14.00% of employee's ordinary time earnings

For clarification, the above amounts are inclusive of the legislative minimum superannuation guarantee. Further, should any legislated increases occur to the SGC rate during the life of this agreement, then the above yearly 0.25% percentage increase will occur in addition to the SGC changes.

The employer shall provide each employee upon commencement of employment, membership forms and shall forward any completed membership form to the Fund within fourteen (14) days.

Payments shall be made on a monthly basis, or more frequently if required under applicable legislation and cover pay periods completed in that time.

46.4. SALARY SACRIFICE FOR SUPERANNUATION – EMPLOYEE PRE-TAX CONTRIBUTIONS

An employee may make an agreement with the employer to participate in a salary sacrifice program in relation to superannuation contributions. The program is voluntary.

The employee must specify an amount (either as a percentage of ordinary time earnings as defined by which his or her salary or by a fixed amount by which it is to be reduced ("the salary sacrifice").

The salary sacrifice will be deducted from the employee's salary and contributed by the employer to the nominated Fund monthly at the same time as Martin Brower's contributions made as per clause 46.3. All salary sacrifice contributions will be indicated as such on an employee's payslip as a pre-tax amount.

Salary sacrifice deductions will be made during a period of paid or pre-paid leave and the employee will receive the rate of pay specified under this Agreement less the salary sacrifice deduction.

The employee may revoke the salary sacrifice agreement at any time or vary the amount to be deducted at three (3) monthly intervals.

The employer may change benefits under the program if required to do so by changes to State or Federal legislation. The employer shall consult with employees and the Union prior to any changes being implemented. In the event that amendment to these remuneration arrangements is to be implemented, the employer will provide employees and the Union with reasonable notice. Such notice shall be not less than two (2) months unless a shorter time is required to comply with changes to legislation.

46.5. EMPLOYEE CONTRIBUTIONS – AFTER TAX

Where an employee wishes to make voluntary contributions to the Fund, the employee must authorise Martin Brower to deduct from the employee's wages an amount specified by the employee in accordance with the nominated Fund trust deed and rules. Contributions deducted under this provision will be forwarded to the nominated Fund by Martin Brower at the same time as Martin Brower's contributions made as per Clause 46.3.

An employee may vary his or her additional contributions by a written authorisation and the employer must alter the additional contributions within fourteen (14) days of receipt of the authorisation.

Additional employee contributions to the fund requested under this sub-clause shall be expressed in whole dollars.

46.6. CESSATION OF CONTRIBUTIONS

The obligations of the employer to contribute to the nominated fund in respect of an employee shall cease on the last day of such employee's employment with the employer.

47. INCOME PROTECTION INSURANCE

The Income Protection Insurance Scheme shall operate on the following basis:

- a) The company will pay an insurance premium of up to 3.5%, calculated by reference to the employees gross wage payments (but not including productivity payments).
- b) The liability of the company is strictly limited to the payment of up to the 3.5% premium as detailed above.
- c) Income Protection benefits will be determined and limited by the Insurance Policy chosen by the employees and the company will have no liability with respect to the issue of top up of those benefits.
- d) If at any time the premiums payable to the insurance company are increased beyond the 3.5% limit prescribed herein, the company will not be responsible for the payment of the amount in excess of the said 3.5% premium. Rather this additional amount shall be the responsibility of each employee covered by the policy, the difference between the 3.5% prescribed herein and the new premium shall be deducted from the employee's weekly wages and passed on to the insurance company.

It is acknowledged that South Australia previously opted out of the Income Protection insurance and receives additional payment in their base wage.

Employees employed as at 30 June 2013 may elect to be covered by the income protection insurance scheme, this means that these employees will receive the Rates of Pay outlined in Attachment 2 Table 1.

For employees employed as at 30 June 2013 who do not opt in, then they will continue to receive an additional 3.5% wage rate above that of Attachment 2 Table 1, as outlined in Attachment 2 Table 2.

All employees employed after 30 June 2013 will be covered by the income protection scheme and therefore will receive the Rates of pay outlined in Attachment 2 Table 1.

The current provider of income protection insurance is Coverforce. From time to time, a review of the provider may be requested or arranged, and if a change is suggested, details of coverage and premiums for the current and proposed provider/s will be issued and an employee vote conducted to determine if a provider change is to be made. In such case, a majority of votes received in favour will result in a change.

48. ALLOWANCES

48.1. MEAL ALLOWANCE

An employee required to work 1 hour and 30 minutes overtime, beyond the rostered ordinary hours for the day will be paid a meal allowance, as set out in Attachment 3.

48.2. INCLEMENT TEMPERATURE ALLOWANCE - DRIVERS

All Drivers will be entitled to claim a maximum of eight (8) hours for each full week worked (or a pro-rata amount for ordinary time worked). This allowance will be based on the amount paid for freezer conditions, the amount listed in Attachment 3. The above classifications will not be eligible for this payment when on leave and RDO's.

48.3. FREEZER ALLOWANCE

A permanent employee who has been trained and who works in the freezer on any day will be entitled to receive the allowance per hour as prescribed at the table of allowances as set out in Attachment 3 to this Agreement.

48.4. INCLEMENT TEMPERATURE ALLOWANCE

Any employee who is allocated to work in the chiller area of the premises and for which they are not entitled to a freezer allowance which is in excess of the amount payable in Table 1 of Attachment 3 – Allowances, shall receive an Inclement Temperature Allowance of the amount payable in Table 1 of Attachment 3 – Allowances.

This allowance shall be paid on a pro-rata basis in any week that an employee is absent on any day, for any reason.

Where the freezer allowances, which are paid to an employee in any week, are not equivalent to the amount payable in Table 1 of Attachment 3 – Allowances, the employee shall be entitled to receive an additional payment, so as to increase the total allowance for the week to the amount payable in Table 1 of Attachment 3 – Allowances.

This allowance is intended to operate in lieu of, and not in addition to the Inclement Temperature Allowance – Drivers as relevant to drivers.

Note: Where income protection is not paid the allowance referred to in this clause will be the amount payable in Table 2 of Attachment 3 – Allowances.

48.5. MEDICAL AND MENTAL HEALTH FIRST AID

A permanent employee who has been trained to render first aid and who is the current holder of appropriate first aid qualifications and has been nominated and accepts the first aider duties, and where the nomination is confirmed by management, shall be paid a weekly allowance in accordance with the amount listed in Attachment 3.

An employee who holds a qualification from a recognised training provider and has been trained to render mental health first aid and who is nominated and accepts the duties of rendering mental health first aid, and where the nomination is confirmed by management, will be paid a weekly allowance as listed in Attachment 3.

An employee who performs both medical first aid and mental health first aid duties will be entitled to both allowances.

48.6. OVERNIGHT TRAVEL ALLOWANCE

Where an employee is required to perform duties which require an overnight stay away from their usual place of residence, then such employee shall receive an allowance of \$70.00 for each overnight stay. This allowance will be payable in respect for each evening meal and breakfast which is applicable to the overnight stay. This allowance shall be paid to employees in lieu of the Company being required to meet the cost of meals. The company will meet the cost of accommodation, excluding mini bar costs. The allowances which are prescribed herein, shall be in lieu of, and not cumulative upon, the meal allowance as prescribed by this agreement

48.7. DAMAGE TO PERSONAL PROPERTY

The Company will reimburse any employee for the cost of damage to dentures and/or prescription spectacles where damage occurs during the course of the employee's normal duties, up to the value of \$350 unless the employee has been negligent. The employee making a claim will provide an acceptable receipt, stating the nature of the damage, for the cost incurred. A reimbursement will be made on the basis of this evidence. The receipt will remain the property of the Company.

The Company may require the employee to provide a statutory declaration setting out the circumstances of the damage or destruction of the item claimed as well as evidence supporting the value claimed for the damaged or destroyed item. This may be required prior to any payment being granted.

An Accident Investigation Report must be provided setting out the incident and the nature of the damage.

There will, be a limit of one claim per year, per employee.

Notwithstanding the foregoing, where the cost of damage exceeds \$350 or where there is more than one claim per year, there will be a managerial discretion in terms of either the amount and/or further claims for similar circumstances of damage.

49. LOG BOOKS

Where a weekly employee is required to possess a log book the cost of such shall be reimbursed by the company.

50. FAMILY DAY

The Company will sponsor an annual day for all site employees with the aim of developing more effective workplace relationships. An amount of \$55 per employee will be made available to fund the Family Day subject to the following:

- a) A site committee, composed of representatives from all work areas, is to be formed for the purpose of coordinating family day.
- b) The company will, when approached by this committee, pay deposits as required for family

day activities.

- c) Only one family day activity per year, per site shall apply. For the purposes of this clause "per year" shall mean "calendar year."

In lieu of a Family Day described above, the employees at a site may elect to have a catered lunch provided on any single public holiday on which the site is operating. Where such an election is made, the value of the catered meal may be up to the equivalent value of the Family Day.

PART 6 RDO'S, LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

51. CALCULATION OF ACCRUAL- RDO

Where payment is based on 7 hours 36 minutes per day the 24 minutes of work remaining unpaid accrues so as to give a paid rostered day off.

At sites which operate rosters which do not accrue RDO's the status quo shall apply and the provisions relating to RDO rosters shall not apply. Having said that, nothing in this agreement prevents the introduction of an RDO system, should an agreement be reached between employees and the company.

Where for any particular reason there has been a cessation of operations the company may require employees to take a rostered day or days off to coincide with the day or days that the operations are closed, up to a maximum of five days.

Rostered day off falling during annual leave - Upon an employee taking annual leave, his/her work cycle in respect of which he becomes entitled to a weekly accrual for a rostered day off shall be suspended and he/she shall not become entitled to further accrual until his/her return from leave. Upon resumption of work, the entitlement period for accrual shall resume and the employee shall be entitled to be rostered to take a day off, and shall so take a rostered day off upon completing the balance of the work cycle.

52. MANAGEMENT OF RDO'S

This provision shall apply at those sites at which the 38 hour week operates on the basis of the accrual of rostered days off (RDO's). At such sites, RDO's shall be managed by way of a combination of rosters, annual pay-outs and employee election, as follows:

- a) In each 12 monthly calendar period, RDO's shall be managed in such a way that the Company shall roster 6 days per annum per employee, with the remaining days being flexible and to be taken at times mutually agreed between the Company and the Employee concerned.
- b) The rostered RDO's shall be scheduled in such a way that there is an even and fair sharing of prime and non-prime days.
- c) Any changes to the rostered RDO's will be by mutual agreement between management and the employee.

Pay-Out of Excess Accumulated RDO days – a pay-out of RDO accruals shall occur as follows:

- In each year of this Agreement, a payout of accumulated untaken RDO's shall be automatically made to employees in conjunction with the first full pay period on or after 15 June each year. Such RDO's shall be paid out at ordinary time rates of pay (including average shift loadings during the period of accrual).
- At sites which operate rosters which do not accrue RDO's the status quo shall apply and the provisions relating to RDO pay-out shall not apply.

Payment of RDOs

Employees will be paid RDOs at their base rate of pay applicable at the time the RDO is taken or paid out. All applicable shift penalties will be paid on all ordinary hours worked (including the time accrued towards the RDO), at the time the hours are actually worked.

For example: 8 hours time worked on an afternoon shift will be paid at 7.6 hours ordinary time, and 8 hours of afternoon shift penalty.

53. ANNUAL LEAVE

The Company sees annual leave as being important to the health and wellbeing of the individual and their families and therefore encourages all employees to take their annual leave each year.

53.1. LEAVE ACCRUAL

An employee is entitled to accrue annual leave which equates to four (4) weeks per year (152 hours).

Shift Workers: A Shift Worker, being a 7-day shift worker who is regularly rostered to work on Sundays and Public Holidays, will receive an additional week's leave, in accordance with the Fair Work Act.

Where an employee is engaged for part only of the 12 monthly period as a shift worker, the extra leave, to which he or she shall be entitled, shall be applied on a proportionate basis against time worked as a Shift Worker

53.2. APPLICATIONS

Applications for annual leave must be made via the approved process not less than one (1) calendar month prior to the start date of the requested annual leave, or unless otherwise agreed by the Company.

Where leave is applied for, the following will occur in relation to the approval process:

- I. In the case of Annual leave that is requested to be taken outside of peak periods, the employer will give a response within 14 days of the application being received.
- II. In the case of annual leave during peak business periods, the Company will ask for expressions of interest/applications to be submitted in the first week of March each year. Approvals will be closed out by the end of the first week in May of each year.
- III. In cases where an employee requests to use annual leave in single day amounts this will be reviewed on a case by case basis.

If a Public Holiday falls within an employee's annual leave and is on a day which would have been an ordinary working day, then extra time equivalent to the public holiday will not be taken out of the employee's accruals

53.3. ANNUAL LEAVE PAYMENT & LEAVE LOADING

An employee can elect to be paid in advance for the whole period of approved annual leave and where requested, this will be paid in the week prior to the leave commencing. There are no overtime payments for employees who are on annual leave.

Leave Loading:

Day Work: Employees who would have worked on day work only had they not been on annual leave – 17.5% or the relevant weekend penalty rates, whichever is the greater, but not both.

Shift Work: Employees who would have worked on shiftwork had they not been on annual leave – a loading of 17.5% or the shift loading (including relevant weekend penalty rates), whichever is the greater, but not both.

53.4. EXCESSIVE LEAVE ACCRUALS

An employee has an excessive leave accrual if they have accrued more than 8 weeks' paid annual leave (or 10 weeks paid annual leave for a Shift Worker, as defined by clause 53.1).

53.5. MANAGING EXCESSIVE ACCRUALS

Where an employee has excessive leave accruals, the Company will discuss with the employee and genuinely try to reach agreement on how to reduce or eliminate the excessive accruals. If agreement cannot be reached, the Company may then direct the employee to take one or more periods of annual leave. This direction must be in writing, and for it to have effect, it:

- must not result in the employee's remaining accrued entitlement being less than 6 weeks or 8 weeks for a Shift Worker (taking into account any other agreed paid annual leave periods)
- must not direct a period of annual leave of less than 1 week

- must provide at least 8 weeks, and no more than 12 months notice of the leave period
- must not be inconsistent with any other leave arrangement agreed by the employee and the Company.

An employee given a leave direction in accordance with the above, must take the paid annual leave. Employees may also request to take an alternate equivalent period of paid annual leave and if agreed to by the Company after considering operational requirements, the prior direction will not have

53.6. CASHING OUT OF ANNUAL LEAVE

In accordance with the Fair Work Act, employees may apply to have their annual leave accruals cashed out.

In order to cash out annual leave accruals employees must meet the following criteria:

- have more than four (4) weeks of annual leave accrued at the time of the application to cash out annual leave accruals
- must have taken at least five (5) days, whether this be broken or in one occurrence of annual leave within the past 6 months
- not have had any previous leave cashed out within the last 12 month period prior to their application

Where the employee meets these criteria and is requesting to have annual leave accruals cashed out which are in excess of four (4) weeks, the company will not reasonably refuse such a request.

For clarification, when an employee cashes out annual leave accruals, the company will also cash out the annual leave loading, as per Clause 53.3.

54. LONG SERVICE LEAVE

Long Service Leave will be recognised as per state based legislation. This legislation is not incorporated into and does not form part of this Agreement for any purpose except where otherwise agreed within this Agreement.

Once eligible to access their Long Service Leave, employees may request this leave be granted in periods of no less than one working week (38 hours), or as provided in the relevant legislation.

55. CULTURAL AND RELIGIOUS LEAVE

Taking into account operational requirements, Martin Brower will consider requests for leave for cultural and religious observances. Options available to employees include an application for paid leave, an application for unpaid leave or the use of any RDOs.

56. PERSONAL (SICK) LEAVE

Employees should not attend work when they are sick, due to the potential personal and public health implications. However, abuse of personal (sick) leave has a serious impact on the ability of the business to provide a reliable distribution service to our customers. It also places additional pressure on fellow employees; each Martin-Brower Australia Pty Ltd employee has a responsibility to be reliable in their attendance at work. The Company reserves the right to implement measures to prevent the abuse of personal (sick) leave.

Entitlement: A full time employee will progressively accrue 10 days/76 hours of personal/carers (sick) leave per annum. This is pro rated for part time employees.

Absences.

For all absences of three (3) or more consecutive days, or where the absence occurs on either the working day before or after a public holiday, and RDO or period of annual leave, employees are required to provide a medical certificate from a registered medical practitioner or other evidence from a qualified healthcare professional, or evidence that would satisfy a reasonable person that

the employee was genuinely entitled to sick leave.

In addition to the above, the Company may also require that an employee provide a certificate from a duly qualified medical practitioner for personal (sick) leave absences:

- where the employee has been counselled regarding the taking of excessive personal (sick) Leave or a pattern of sick leave; or

The employee shall make verbal contact with their Supervisor / Manager to inform them of their inability to attend for duty as soon as practicable. If possible, this should be before the commencement of their shift.

If the employee is genuinely unable to personally make verbal contact with their Supervisor / Manager the employee's spouse or close family member can contact the Supervisor / Manager to advise of the absence.

The employee shall advise that he/she is unfit for work and the estimated duration of the absence.

The Supervisor / Manager will advise the employee at the time the employee makes contact of the requirement to provide a medical certificate upon their return to work.

An employee will not receive payment for any hours of overtime that they were scheduled to complete.

The number of hours that the employee did not work due (excluding overtime) will be subtracted from the employee's personal (sick) leave entitlement.

56.1. PERSONAL (SICK) LEAVE PAYOUT

The following shall apply with respect to the pay out of personal (sick) leave.

- A scheme will continue to operate that will allow accrued sick leave to be paid out to all employees, under the following guidelines:
- Pay-out period will end on 30th November of each year.
- Each employee must keep a minimum bank of 15 days sick leave.
- Payout is based on individual employee application by no later than 1st November each year.
- Sick leave payout on separation - A scheme that supplements the annual payout of sick leave is continued that makes possible the payout of such leave at separation from employment. That scheme has the following features:
- Employees with 5 years or less continuous employment are not entitled to the pay-out of accumulated sick leave upon separation from employment. The provisions of the annual sick leave pay-out scheme as set out in sub clause 54.1 (a) do apply to such employees.
- Employees with 6 to 10 years continuous employment - from the commencement of the 6th year, at separation from employment the employee will be entitled to payment of the value of that portion of the employee's accumulated unused sick leave entitlements that exceed 15 days, subject to the following scale:

6th Year	60% of the unused sick leave entitlement exceeding 15 days
7th Year	70% of the unused sick leave entitlement exceeding 15 days
8th Year	80% of the unused sick leave entitlement exceeding 15 days
9th Year	90% of the unused sick leave entitlement exceeding 15 days
10th Year	100% of the unused sick leave entitlement exceeding 15 days

- In all of the situations prescribed sub clause 54.1 (g) 15 days will be left with the Company and NOT paid out.

- i) Employees with 11 or more years' continuous employment - from the commencement of the 11th year of employment employees, at separation, will be able to take the wage value of all unused sick leave including the original 15 days held by the Company. The following conditions will apply:
- j) That the maximum number of days taken will be limited to 100 days at the time of separation. The 100 days can be stored for payment at separation, used as sick leave or cashed in as per the annual scheme.
- k) Any sick leave that is accumulated by an employee over the 100 day limit prescribed above, shall be paid out to the employee on his/her anniversary date, so as to maintain the maximum 100 day accrual.
- l) Where an employee is terminated by the Company by reason of serious misconduct, they will not be eligible to have any sick leave payout occur.

57. COMPASSIONATE OR BEREAVEMENT LEAVE

An employee will be entitled to a maximum of two (2) standard days leave without loss of pay on each occasion, and upon production of satisfactory evidence, a member of the employee's immediate family or household:

- a) contracts or develops a life threatening illness or injury;
- b) passes away;
- c) a baby in their immediate family or household is stillborn;
- d) they have a miscarriage; or
- e) their current spouse or de facto partner has a miscarriage.

When an employee takes paid compassionate leave, the employer must pay the employee the amount of ordinary hours the employee would have worked had the employee not been on compassionate leave.

The term immediate family includes:

- the employee's spouse (including former spouse);
- de facto partner, former de facto partner or same sex partner. De facto partner means a person who lives with the employee in a relationship as a couple on a genuine domestic basis, or
- child or adult child (including adopted child, step-child or ex nuptial child), or
- parent, parent-in-law, or
- grandparent, or
- grandchild, step grandchild, or
- sibling of the employee, or
- the immediate family of the employee's spouse or de facto partner (or former spouse or de facto partner)
- any other person who immediately prior to that person's death, lived with the employee as a member of the employee's family.

58. CARER'S LEAVE

Note that this is not additional leave entitlement, but a way of allowing greater flexibility in the use of entitlements to assist employees in balancing their work and family commitments. Employees may use one of the following methods to care for an immediate family or household member who is sick or injured or help during a family emergency. The definition of immediate family or household are as per clause 55.

- **Use of Personal (Sick) Leave.** A permanent employee may use their personal (sick) leave entitlements.

- **Use of Annual Leave.** An employee may use their annual leave entitlements each year to care for an immediate family or household member or partner.
- **Time off in Lieu of Overtime.** An employee may, with the consent of management, elect to take time off in lieu of overtime worked to care for an immediate family or household member or partner.
- **Make up Time.** An employee may, with the consent of management, elect to take off ordinary hours to care for an immediate family or household member or partner and work them at a later time during the spread of hours in this agreement, at the ordinary rate of pay
- **Leave Without Pay.** The employee may elect to take unpaid leave to care for an immediate family or household member or partner with the consent of management.

Wherever practical the employee should notify the employer prior to the intention to take carer's leave. If this is not possible then as soon as possible on the first day of the absence. The employee must provide their Supervisor/Manager with an appropriate certificate from a duly authorised medical practitioner for all instances of carers leave.

59. PARENTAL LEAVE

Permanent and eligible casual employees with at least twelve (12) months continuous service are entitled to up to 52 weeks unpaid parental leave where the employee or employee's spouse or de facto partner gives birth, or on the adoption of a child under the age of 16 years and where they will have responsibility for the care of a child.

For casual employees to be eligible, they need to have been working for Martin Brower on a regular and systematic basis for at least 12 months and have a reasonable expectation of ongoing work with Martin Brower on a regular and systematic basis had it not been for the birth or adoption of a child.

Notice

An employee must provide written notice to their direct manager/supervisor of their intent to commence parental leave and the start and finish dates of the leave at least ten (10) weeks prior to the expected start date of parental leave or, in the case of adoption, as soon as written approval is given by the adoption agency.

This notice must be supported by a medical certificate registered by a duly qualified medical practitioner stating the expected date of birth or, in the case of adoption, written evidence from the adoption agency of the expected day of placement.

Variation

If an employee on parental leave wishes to shorten their period of leave, they must provide four (4) weeks notice to their supervisor/manager.

If an employee wishes to extend their period of parental leave for a further period of up to twelve (12) months they must submit an application to their manager/supervisor at least four (4) weeks before their current period of leave ceases.

An application to extend parental leave must be considered having regard to operational requirements. Applications will be reviewed by your manager and the HR Director - ANZ. The employee will receive written advice as to outcome of their application in accordance with legislative requirements.

Continuity of service

For the purpose of this clause, parental leave does not break an employee's continuity of service. However, annual leave, personal (sick) leave and long service leave do not continue to accrue during a period of parental leave. Further, the period of parental leave does not count towards length of service.

Return to work

The employee must notify the Company at least four (4) weeks before the end of the period of parental leave of their intended return to work date.

The employee is entitled to return to the same position that they held before taking leave. If that position no longer exists, they are entitled to a position as close as possible, but at no less pay.

Concurrent Leave

Parents who are married or in a de facto relationship can take up to 8 weeks unpaid parental leave at the same time. This leave can start:

- On the birth or placement of the child; or earlier if agreed to by Management; or
- Later than this date, but within 12 months of the birth or placement of the child.

Concurrent leave can be taken in separate periods, with each period being at least 2 weeks long.

Concurrent leave is part of an employee's total paid and unpaid parental leave entitlement, i.e. any concurrent leave is deducted from the total unpaid parental leave entitlement.

Flexible Parental Leave

After taking continuous parental leave, an employee can take up to 30 days of their 12 month unpaid parental leave flexibly up to their child's second birthday or the second anniversary of their adopted child's placement. This leave can be taken as a single period of 1 day or longer or separate periods of 1 day or longer. The total of both continuous and flexible leave periods cannot be greater than 12 months.

60. COMMUNITY SERVICES LEAVE

Employees, including casual employees, can take community service leave for voluntary emergency management activities or jury duty.

Voluntary Emergency Management Activity

Where an employee is a member of a recognised emergency services organisation and is requested, or would reasonably be expected to be requested, to be absent from work for the purpose of attending an incident categorised as a state of emergency or to deal with an emergency or natural disaster, the employee will be entitled to leave, as follows:

- a) An employee shall be entitled to a maximum of 5 days paid emergency services leave, in each year of employment. Such leave shall not be cumulative from year to year.
- b) Where the proposed absence from work is for a period of more than 5 days, any period in excess of the 5 days shall be treated as unpaid leave. In such cases however, an employee may request and be paid for such time from any entitlement or pro-rata accrual to annual leave or long service leave that exists at the time of the absence.
- c) In order to claim payment the employee shall be required to provide the company with documented evidence of the employee's requirement to attend for such emergency service duty.
- d) For the purpose of this provision, the term "working day" shall mean a rostered ordinary working day.
- e) For the purposes of this provision, the term "year" shall mean calendar year.

Emergency Services Organisation shall mean:

- A body that has a role or function under a plan that was coping with emergencies / natural disasters; or
- Volunteer Fire fighting services (for example Country Fire Authority); or
- State Emergency Service (S.E.S); or
- Civil defence body; or
- Volunteer Emergency Rescue Service.

61. JURY DUTY

Employees, including casual employees, can take leave to attend for jury selection and jury duty.

A permanent employee required to attend for jury service during ordinary working hours shall be reimbursed by the company an amount equal to the difference between the amount paid in respect of the employee's attendance for such jury service and the amount of wage he or she would have received in respect of the ordinary time which the employee would have worked had he or she not been on jury service.

Provided that this clause shall not apply where State legislation provides for jury service make-up pay to the level prescribed above, or higher (for example the Victorian Act provides for make up to level of "the amount that he or she could reasonably expect to have received from the employer as earnings for that period had he or she not been performing jury service").

An employee shall notify the company as soon as possible of the date on which he or she is required to attend for jury service. Further, the employee shall give the company proof of this attendance, of the duration of such attendance and of the amount received in respect of such jury service.

An employee called up and subsequently not required for jury service shall report for work as soon as practicable after being informed that he or she is not so required.

62. DEFENCE FORCE RESERVISTS LEAVE

Where an employee is a member of the Defence Force Reserves and is required to be absent from work for the purpose of attending duties related to such membership, the employee will be entitled to leave, as follows:

- The company will make-up the difference between the amounts paid to the employee by the Defence Services and the employee's weekly rate of pay, for a maximum period of 5 days per year. For the purposes of this provision, weekly rate of pay shall include the employee's ordinary time classification rate, shift loadings that would have been payable but for such leave and any other work related allowance that is ordinarily received by the employee.
- Where the proposed absence from work is for a period of more than 5 days, any period in excess of the 5 days shall be treated as unpaid leave. In such cases however, an employee may request and be paid for such time from any entitlement or pro-rata accrual to annual leave or long service leave that exists at the time of the absence.
- In order to claim payment the employee shall be required to provide the company with documented evidence of the employee's requirement to attend for Defence Force Reserves duty.
- No employee shall be discriminated against or treated in an unfair manner because of their volunteer activities in either the emergency services or defence force reserves.
- For the purpose of this provision, the term "working day" shall mean a rostered ordinary working day.
- For the purposes of this provision, the term "year" shall mean calendar year.

63. PUBLIC HOLIDAYS

Permanent Employees are entitled to the following public holidays without loss of pay: New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Kings Birthday, Labour Day, Christmas Day and Boxing Day or any other day gazetted in lieu of these days, and any other day gazetted as a public holiday in the employee's state of residence.

One (1) additional day (Picnic Day) employee paid holiday will be observed each calendar year on a date agreed between the Company and the Employee, after successful completion of their probationary period.

If an Employee is absent from work on the working day before or the working day after a public holiday the Employee must have reasonable excuse or consent of the Company. In instances of personal/carers leave, a certificate must be provided in accordance with clause 56.

Employees whose normal roster does not have them rostered to work on a public holiday

- An employee whose normal roster would not have them rostered to work on a day which a public holiday falls due to either a non-rostered work day or any type of leave without pay will not receive payment for the public holiday.

Employees whose normal roster would have them rostered to work on a public holiday

- Employees who are normally rostered to work on a public holiday but who are not required to attend for work, will be paid for their ordinary rostered hours.
- Where required to be worked, and if sent home early by the Company, the employee will still be paid their usual rostered hours for that day.
- Should an employee seek to work lesser hours on any public holiday where they are rostered, and if the Company can support this request, then the employee will only be paid for such actual hours worked, even if this is below the 4 hour minimum engagement.
- Any employee who is required to work on a public holiday will be entitled to receive a paid 20 minute lunch break, provided that the employee has been required to work for more than 5 hours on the day concerned.

63.1. COVERAGE ON PUBLIC HOLIDAYS

- a) Martin Brower conducts its operations across all days of the year, and it is agreed that the nature of our business and the operational and service requirements to our customer are reasonable requirements to request employees work overtime on public holidays.
- b) Employees will be advised of draft rosters which will show the operational requirements for work on a public holiday
- c) In drafting public holiday rosters, MB will consider employee preferences where practicable or otherwise review rostering for past years to ensure a fair rotation across employees
- d) Employees will then have an ability to reasonably request not to work such public holiday. In considering the employee's request, consideration will be given to:-
 - i) Employee's personal circumstances, including family responsibilities
 - ii) Any genuine impact to the employee's health and safety from working the holiday
 - iii) Whether sufficient notice has been provided
 - iv) Any previous excessive public holiday work
- e) The Company will work fairly to consider any requests to not work on a public holiday, and if such a request is not reasonable, then the employee will be notified in writing of this.
- f) Where an employee's refusal to work a public holiday is not reasonable, and they have been informed of this, then the Company will reasonably expect them to attend work as rostered on the public holiday

63.2. PAYMENT FOR PUBLIC HOLIDAYS

- a) The minimum payment for work on a public holiday for casual or part time employees is four hours (at applicable public holiday rates). Full time employees will be paid in accordance with clause 63 above.
- b) Any employee who is required to work on a public holiday will be entitled to receive a paid lunch break, provided that the employee has been required to work for more than 5 hours on the day
- c) An Employee may by arrangement with the Company take another working day off in lieu of a public holiday on a paid hour basis
- d) All time worked on Christmas Day and Good Friday is paid at the rate of two (2) times the ordinary base rate, in addition to their base rate payment for the day. The base rates of pay are set out in Attachment 2.
- e) For clarification purposes, in the event that either the 25th or 26th of December fall on either a Saturday or Sunday the following will apply in relation to the payment of work performed:

- The Employee will receive two (2) times the ordinary base rate, in addition to their base rate payment for the day. The base rates of pay are set out in Attachment 2 for all work performed on the 25 and/or 26 of December.
 - Where either an additional or substituted public holiday occurs an employee will receive the normal public holiday payments for this additional or substituted day.
 - This provision relates to the 25th or 26th of December only.
- f) All time worked on other public holidays is at the rate of one and a half times the ordinary base rate in addition to their normal base rate for the day (unless another day has been substituted for the holiday on a paid hour basis). The base rates of pay are set out in Attachment 2.

64. FAMILY AND DOMESTIC VIOLENCE

63.1 Martin Brower is committed to providing support to an employee who may experience Family and Domestic Violence. This support includes the provision of leave as well as an Employee Assistance Program, referrals to professionals or bodies that can assist with Family and Domestic Violence and nominated support persons.

63.2 Definitions

(a) In this clause:

family and domestic violence means violent, threatening or other abusive behaviour by an individual(s) against an employee or an employee's family or household that seeks to coerce or control the employee or their family or household or cause them harm or fear. This includes physical, sexual, financial, verbal or emotional abuse. **Employee's family** means:

- (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
- (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; or
- (iii) a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.

(b) A reference to a spouse or de facto partner in the definition of family member in Clause 63.2 includes a former spouse or de facto partner.

63.3 Leave Entitlements

A full or part time employee is entitled to 10 days' paid leave to deal with family and domestic violence matters, including attending counselling, medical or legal appointments or proceedings, as follows:

- (a) the leave is available in full at the start of each 12-month period of the employee's employment; and
- (b) the leave does not accumulate from year to year.

Employees are also able to use accrued entitlements for annual leave, personal leave or rostered days off for the purpose of dealing with family and domestic violence.

If all paid family and domestic violence leave and accrued leave has been exhausted, employees can also apply for further leave without pay, which will not be unreasonably refused.

Casual employees are entitled to 5 days paid leave to deal with family and domestic violence matters..

Note 1: A period of leave to deal with family and domestic violence may be less than a day.

63.4 Service and continuity

The time an employee is on unpaid leave to deal with family and domestic violence does not count as service but does not break the employee's continuity of service.

63.5 Notice and evidence requirements

(a) Notice

An employee must give their employer notice of the taking of leave by the employee under Clause 62. The notice:

- (i) must be given to the employer as soon as reasonably practicable (which may be a time after the leave has started); and
- (ii) must advise the employer of the period, or expected period, of the leave.

(b) Evidence

An employee who has given their employer notice of the taking of leave under Clause 62 must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for the purposes set out in this clause.

Note: Depending on the circumstances such evidence may include a document issued by the police service, a court, a doctor, lawyer, or a family violence support service, or a statutory declaration.

63.6 Confidentiality

(a) Martin Brower will take steps to ensure that any personal information provided by the employee to Martin Brower concerning their experience of Family and Domestic Violence is treated confidentially, as far as it is reasonably practicable to do so.

(b) Confidential information relating to Family or Domestic Violence will not be kept on the employee's personnel file.

(c) Nothing in Clause 62 prevents an employer from disclosing information provided by an employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the employee or another person..

63.7 Nominated Support Persons

Martin Brower will nominate contact support persons to provide support to employees experiencing Family and Domestic Violence. Training in relation to family and domestic violence and privacy issues will be provided to these support persons.

Where requested by the employee, these support persons can liaise with the employee's manager/supervisor on their behalf, including recommendations on the most appropriate form of support.

63.8 Changes to employment conditions

Martin Brower will consider any reasonable request from an employee experiencing Family and Domestic Violence for:

- a) changes to the span of hours or pattern of hours and/or shift patterns;
- b) a change to telephone numbers or email address to avoid harassing contact;
- c) change in work location or duties; or
- d) other appropriate measures including those available under existing provisions for flexible working arrangements.

63.9 Compliance

An employee is not entitled to take leave under this clause unless they comply with this Clause 63.

65. COMMITMENT TO TRAINING

The Company's aim is to provide appropriate on the job training to ensure that employees can perform their tasks to the required standard.

- a) Employees will be provided training for the wider range of duties to assist them to achieve the competencies required to progress through the classification structure. Where applicable,

upon meeting the length of service requirement the employee will be assessed to determine if he/she is competent to perform the skills of the relevant higher grade.

- b) In relation to Level 1, Level 2, Level 3 and Level 4 DC Operator, the parties will not create barriers to advancement of employees within the agreement or through access of training or through the delay of competency assessments.

ATTACHMENT 1 –CLASSIFICATION STRUCTURE (this classification structure takes effect from 1 July 2022)

Level	Operative	Driver
Entry	DC Operator For first 988hrs Working with the company – Including time served as an agency casual. Employees at this level will be required to complete: • Employee Induction Program • Basic Manual Handling Techniques • Use of MHE Electric and Manual. • Order picking Dry • Order picking Chilled • Order picking Freezer • Warehouse Cleanliness	
1	DC Operator At the completion of 988hrs working with the company, as stated above, the DC operator will become a level 1. Employees at this level will be required to complete: • Basic Manual Handling Techniques • Use of MHE Electric and Manual (non-licensed). • Order picking Dry • Order picking Chilled • Order picking Freezer • Warehouse cleanliness	
2	DC Operator After the completion of one year full time service as a level 1 DC Operator and after the successful completion of a forklift License and being deemed as competent by the company, the DC Operator will move to level 2. Employees at this level will be required to be competent in and complete: • All functions of a Level 1 DC Operator • Checks of Incoming goods (DQMP)(QIP) • Basic Cycle Counting • Loading of local and remote delivery vehicles • Use of licensed MHE, except high-reach • Forklift attachments (e.g. slip-sheeting) • Basic damaged stock procedures	Driver (Rigid) • Employee Induction Program • Drivers Hand Book Competency • Vehicle Temp control procedures (DQMP) • Restaurant Deliveries • Restaurant Invoices and Adjustment Note process • Rigid Vehicle Licence
3	DC Operator After the completion of two years full time service as a level 2 DC Operator and after the successful completion of a high-reach License and being deemed as competent by the company, the DC Operator will move to level 3. Employees at this level will be required to be competent in and complete: • All functions of a Level 1 and Level 2 DC Operator • Use of licensed MHE, including high-reach • Warehouse shuttle racking systems	Senior Driver (Articulated) • After the completion of 2 years' continuous service as a Level 2 driver (rigid)* OR • On attainment of Heavy Articulated Driving Licence & Competency • Vehicle Temp control procedures (DQMP) • Restaurant Deliveries
4	DC Operator After the completion of two years full time service as a level 3 DC Operator and after being deemed as competent by the company, the DC Operator will move to level 4. Employees at this level will be required to be competent in and complete: • All functions of a Level 1, Level 2 and Level 3 DC	• After the completion of 2 years' continuous service at a Level 3

	Operator • Sorting and repacking of damaged/control stock • Stock rotation process auditing • Inventory & Cycle Count Procedures	
4A	Not applicable for Warehouse (Transport only)	MC Driver Drivers at this classification level are required to undertake MC routes as a main part or all of their normal weekly route allocation, that is 50% or more of base ordinary hours. A valid MC Licence is required, and drivers must competently and successfully complete all duties pertaining to deliveries, dispatching and yard work, in accordance with DQMP, CoR and any other company or legislative requirements. Level 4A is not a permanent classification and is dependent on working an eligible MC permanent roster. I.e: a roster with an ongoing need that has more than 50% of ordinary hours undertaking MC routes. Where an employee is no longer on an eligible permanent MC roster, they will revert back to a Level 4 classification. Note: holding an MC licence by itself does not entitle an employee to a Level 4A rate of pay.
5	Trainer Trainers will be appointed on an as need basis to meet operational requirements with each site having at least one trainer. Employees at this level will be required to: • Be competent in all functions of a Level 1, Level 2, Level 3 and Level 4 DC Operator • Hold a Certificate IV Training Certificate or for existing Trainers, equivalent experience • Be responsible for training and assessing employees, in accordance with national standards Note: Notwithstanding the training requirements prescribed for this Level, no change will be made to an existing employee's rate of pay as a result of these requirements)	Trainer Trainers will be appointed on an as need basis to meet operational requirements with each site having a least one trainer. Employees at this level will be required to: • Hold a Certificate IV Training Certificate or for exiting Trainers, equivalent experience • Be responsible for training and assessing employees, in accordance with national standards Note: Notwithstanding the training requirements prescribed for this Level, no change will be made to an existing employee's rate of pay as a result of these requirements)
6	Relief Leading Hand Relief Leading Hands will be appointed on an as need basis. Employees at level will be required to be competent in and complete: • All functions of a Level 1, Level 2, Level 3 and Level 4 DC Operator • Ensure the adherence of safety Policies and Procedures • Accident Investigation Procedures • Fuel and Storage Procedures (Where Applicable) • Preparation of Freezer Picking Sheets	Relief Leading Hand Relief Leading Hands will be appointed on an as need basis. Employees at level will be required to be competent in and complete: • Ensure the adherence of safety Policies and Procedures • Accident Investigation Procedures • Fuel and Storage Procedures (Where Applicable) • Preparation of Freezer Picking Sheets where applicable • Ensuring that their team is adhering to DQMP, Safety and other national requirements • Conducting audits of Pick Schedules

		Oversee and auditing inventory and cycle counting
7	Leading Hand - Warehouse Leading Hands will be appointed on an as need basis. Employees at level will be required to be competent in and complete: - Complete all functions of a Level 1, Level 2, Level 3, Level 4 DC Operator and Relief Leading Hand - Ensuring that their team is adhering to DQMP, Safety and other national requirements - Conducting audits of Pick Schedules - Ensure that tasks are allocated in a fair and timely manner to meet despatch requirements for on time deliveries - Maintain servicing records for Vehicles, MHE and other equipment as required - Oversee and auditing inventory and cycle counting procedures - Prepare picking sheets / Labels - Audit tally sheets - Manage Fuel storage and reporting (where Applicable) - Review and download vehicle /temp monitoring equipment information as required - Purchasing Procedures - Creation and review of agreed delivery methods (ADM)	Leading Hand - Transport Leading Hands will be appointed on an as need basis. Employees at level will be required to: - Ensure the adherence of safety Policies and Procedures - Complete Accident Investigation Procedures - Complete Fuel and Storage Procedures (Where Applicable) - Preparation of Freezer Picking Sheets where applicable - Understand all functions of a Level 2 and Level 3, driver - Ensure that tasks are allocated in a fair and timely manner to meet despatch requirements for on time deliveries - Maintain servicing records for Vehicles, MHE and other equipment as required

Note:

- For clarification purposes the Entry Level Classification is for an employee's first 988 hours of employment with the company. Should an Agency Employee become a direct employee of Martin Brower, then hours worked as a labour hire employee on behalf of Martin Brower will count towards the 988 hours.
- Employees are responsible for obtaining and maintaining licenses, including drivers' licence and forklift licence. The Company will pay the costs of obtaining an initial forklift licence and any renewal. For clarity, if the employee does not pass or loses their licence, they will be responsible for any further costs to obtain the licence.
- The company is responsible for deeming an employee as competent and ready to move between levels 1, 2, 3 and 4 DC Operator. The company will commence any relevant competency assessment for any employee as required no less 4 weeks before that employee would otherwise satisfy the prescribed period of service to progress to the next classification level.
For any reclassification solely arising due to periods of continuous service, a casual employee will be required to complete the equivalent full time hours before any progression.

ATTACHMENT 2 – PAYRATES

The tables below outline the pay rates applicable for the life of this Agreement. In all instances, the rates are applicable from the first pay period on or after the dates noted below.

Table 1 - applies where the company does make contributions for Income Protection Insurance.

			3.85%	1.41%	3.65%	3.50%	3.50%
		Current	1-Jul-25	1-Jan-26	1-Jul-26	1-Jul-27	1-Jul-28
Entry	per week	\$1,129.87	\$1,173.37	\$1,189.91	\$1,233.35	\$1,276.51	\$1,321.19
	per hour	\$ 29.73	\$ 30.88	\$ 31.31	\$ 32.46	\$ 33.59	\$ 34.77
1	per week	\$1,330.23	\$1,381.44	\$1,400.92	\$1,452.06	\$1,502.88	\$1,555.48
	per hour	\$ 35.01	\$ 36.35	\$ 36.87	\$ 38.21	\$ 39.55	\$ 40.93
2	per week	\$1,424.41	\$1,479.25	\$1,500.11	\$1,554.86	\$1,609.28	\$1,665.61
	per hour	\$ 37.48	\$ 38.93	\$ 39.48	\$ 40.92	\$ 42.35	\$ 43.83
3	per week	\$1,435.56	\$1,490.83	\$1,511.85	\$1,567.03	\$1,621.88	\$1,678.64
	per hour	\$ 37.78	\$ 39.23	\$ 39.79	\$ 41.24	\$ 42.68	\$ 44.17
4	per week	\$1,472.80	\$1,529.50	\$1,551.07	\$1,607.68	\$1,663.95	\$1,722.19
	per hour	\$ 38.76	\$ 40.25	\$ 40.82	\$ 42.31	\$ 43.79	\$ 45.32
4A	per week	\$1,539.08	\$1,598.33	\$1,620.87	\$1,680.03	\$1,738.83	\$1,799.69
	per hour	\$ 40.50	\$ 42.06	\$ 42.65	\$ 44.21	\$ 45.76	\$ 47.36
5	per week	\$1,508.45	\$1,566.53	\$1,588.61	\$1,646.60	\$1,704.23	\$1,763.88
	per hour	\$ 39.70	\$ 41.22	\$ 41.81	\$ 43.33	\$ 44.85	\$ 46.42
6	per week	\$1,538.73	\$1,597.97	\$1,620.50	\$1,679.65	\$1,738.44	\$1,799.28
	per hour	\$ 40.49	\$ 42.05	\$ 42.64	\$ 44.20	\$ 45.75	\$ 47.35
7	per week	\$1,571.19	\$1,631.68	\$1,654.69	\$1,715.08	\$1,775.11	\$1,837.24
	per hour	\$ 41.35	\$ 42.94	\$ 43.54	\$ 45.13	\$ 46.71	\$ 48.35

Table 2- applies where the company does not make contributions for Income Protection Insurance.

			3.85%	1.41%	3.65%	3.50%	3.50%
		Current	1-Jul-25	1-Jan-26	1-Jul-26	1-Jul-27	1-Jul-28
Entry	per week	\$1,129.87	\$1,173.37	\$1,189.91	\$1,233.35	\$1,276.51	\$1,321.19
	per hour	\$ 29.73	\$ 30.88	\$ 31.31	\$ 32.46	\$ 33.59	\$ 34.77
1	per week	\$1,376.79	\$1,429.80	\$1,449.96	\$1,502.88	\$1,555.48	\$1,609.92
	per hour	\$ 36.23	\$ 37.63	\$ 38.16	\$ 39.55	\$ 40.93	\$ 42.37
2	per week	\$1,474.27	\$1,531.03	\$1,552.62	\$1,609.29	\$1,665.61	\$1,723.91
	per hour	\$ 38.80	\$ 40.29	\$ 40.86	\$ 42.35	\$ 43.83	\$ 45.37
3	per week	\$1,485.81	\$1,543.01	\$1,564.77	\$1,621.88	\$1,678.65	\$1,737.40
	per hour	\$ 39.10	\$ 40.61	\$ 41.18	\$ 42.68	\$ 44.18	\$ 45.72
4	per week	\$1,524.34	\$1,583.03	\$1,605.35	\$1,663.94	\$1,722.18	\$1,782.46
	per hour	\$ 40.11	\$ 41.66	\$ 42.25	\$ 43.79	\$ 45.32	\$ 46.91
4A	per week	\$1,592.95	\$1,654.28	\$1,677.60	\$1,738.84	\$1,799.70	\$1,862.69
	per hour	\$ 41.92	\$ 43.53	\$ 44.15	\$ 45.76	\$ 47.36	\$ 49.02
5	per week	\$1,561.25	\$1,621.36	\$1,644.22	\$1,704.23	\$1,763.88	\$1,825.62
	per hour	\$ 41.09	\$ 42.67	\$ 43.27	\$ 44.85	\$ 46.42	\$ 48.04
6	per week	\$1,592.58	\$1,653.89	\$1,677.21	\$1,738.43	\$1,799.28	\$1,862.25
	per hour	\$ 41.91	\$ 43.52	\$ 44.14	\$ 45.75	\$ 47.35	\$ 49.01
7	per week	\$1,626.18	\$1,688.79	\$1,712.60	\$1,775.11	\$1,837.24	\$1,901.54
	per hour	\$ 42.79	\$ 44.44	\$ 45.07	\$ 46.71	\$ 48.35	\$ 50.04

Table 3 – hourly rates of pay applicable to casual employees. These rates are inclusive of the casual loading of 25%

Entry		Current	3.85%	1.41%	3.65%	3.50%	3.50%
			1-Jul-25	1-Jan-26	1-Jul-26	1-Jul-27	1-Jul-28
		\$ 37.17	\$ 38.60	\$ 39.14	\$ 40.57	\$ 41.99	\$ 43.46
1		\$ 43.76	\$ 45.44	\$ 46.08	\$ 47.76	\$ 49.44	\$ 51.17
2		\$ 46.86	\$ 48.66	\$ 49.35	\$ 51.15	\$ 52.94	\$ 54.79
3		\$ 47.22	\$ 49.04	\$ 49.73	\$ 51.55	\$ 53.35	\$ 55.22
4		\$ 48.45	\$ 50.31	\$ 51.02	\$ 52.88	\$ 54.74	\$ 56.65
4A		\$ 50.63	\$ 52.58	\$ 53.32	\$ 55.26	\$ 57.20	\$ 59.20
5		\$ 49.62	\$ 51.53	\$ 52.26	\$ 54.16	\$ 56.06	\$ 58.02
6		\$ 50.62	\$ 52.56	\$ 53.31	\$ 55.25	\$ 57.19	\$ 59.19
7		\$ 51.68	\$ 53.67	\$ 54.43	\$ 56.42	\$ 58.39	\$ 60.44

ATTACHMENT 3 – ALLOWANCES FOR THE LIFE OF THE AGREEMENT

The tables below outline the allowance rates applicable for the life of this Agreement.

Table 1 - applies at those employees where the company does make contributions for Income Protection Insurance.

ALLOWANCES	Current	3.85%	1.41%	3.65%	3.50%	3.50%
		1-Jul-25	1-Jan-26	1-Jul-26	1-Jul-27	1-Jul-28
Meal (Per occasion)	\$20.23	\$21.01	\$21.31	\$22.08	\$22.86	\$23.66
Freezer (per hour)	\$3.27	\$3.40	\$3.44	\$3.57	\$3.69	\$3.82
First Aid (per week)	\$16.25	\$16.88	\$17.11	\$17.74	\$18.36	\$19.00
Mental Health Aid (per week)	N/A	\$16.88	\$17.11	\$17.74	\$18.36	\$19.00
Inclement Temp (Per week)	\$24.30	\$25.24	\$25.59	\$26.53	\$27.45	\$28.41

Table 2 - applies at those employees where the company does not make contributions for Income Protection Insurance.

ALLOWANCES	Current	3.85%	1.41%	3.65%	3.50%	3.50%
		1-Jul-25	1-Jan-26	1-Jul-26	1-Jul-27	1-Jul-28
Meal (Per occasion)	\$20.23	\$21.01	\$21.31	\$22.08	\$22.86	\$23.66
Freezer (per hour)	\$3.27	\$3.40	\$3.44	\$3.57	\$3.69	\$3.82
First Aid (per week)	\$16.25	\$16.88	\$17.11	\$17.74	\$18.36	\$19.00
Mental Health Aid (per week)	N/A	\$16.88	\$17.11	\$17.74	\$18.36	\$19.00
Inclement Temp (Per week)	\$25.14	\$26.11	\$26.48	\$27.44	\$28.40	\$29.40

ATTACHMENT 4 - PERFORMANCE BASED PAYMENT AND PAYMENT SYSTEM

Note: The Performance Based Payment will cease to have effect from 1 January 2026 and this Attachment will become invalid.

The system shall be based on the following principles:

At each site, the parties shall measure:

- SAFETY – to be based on a RTI, LTI (LTI = 1 full shift) and the DC Safety Scorecard.
- Deliveries on time
- Delivery reliability
- Shrink and damage
- 1 Site Issue – each site may nominate and to give prominence to and focus upon a key site issue.

Period of Measurement:

Performance against the above criteria shall be measured over 2 x 6 monthly periods being financial month end of June and December in each year.

Performance payments that are due to eligible employees shall be made within 2 full pay periods after the end of each calculation period and upon formal close-off of the relevant end of month period.

- Setting Goals - Successive year budget figures shall represent the baseline for each new calculation period.
- Transparency - All eligible employees shall be provided with details of cumulative performance/results on minimum month basis.
- Review - A formal Review of the operation of the system shall be included as a permanent agenda item in site JCC meetings.
- The one site issue will be discussed and agreed upon between management and the JCC

Team Based - All measures, except the one site issue, shall be based upon the results of the entire team – transport and/or warehouse. The one site issue may be measured and paid on an individual basis.

Eligibility - shall be as follows:

- All Permanent employees shall be eligible to participate in the Scheme.
- Company casual employees shall be eligible to participate in the scheme. Such payments to be calculated on a pro-rata basis by reference to the number of ordinary hours worked by the employee during the calculation period, as compared with the number of ordinary hours which could otherwise have been worked by a permanent employee.
- Agency casual employees are not eligible to participate in the scheme.
- In order to receive a payment, employees must be employed by the company as at the date the payment is due. No payments shall be made to any employee who ceases employment, for any reason, prior to the payment becoming due and payable.
- Certain absences, as follows, will be deducted on a pro-rata basis from the eligible payment:
- Absences due to periods of workers compensation and/or income protection insurance.
 - Maternity, paternity and adoption leave.
 - Absences exceeding the maximum paid period of personal (sick) leave available to an employee under the terms of the Agreement.

Payment Amount - In each 6 monthly calculation, each eligible employee shall be entitled to receive a maximum payment of \$1,000.

The actual payment to be made to each eligible employee shall be calculated by reference to the actual performance of the business, as measured against the Performance Criteria which is specified above.

For the purpose of calculating the payments to which employees are entitled, each month shall stand

alone, and underperformance in a month will not disentitle an employee to amounts which have accrued in relation to months where the performance targets have been achieved.

Record Keeping - At each site covered by this Agreement, the Performance Based Payment System shall be documented. This document shall be made available to all eligible employees, upon request.

Salary sacrifice - An employee will have the option to request (in writing no later than 1 January and 1 July for the period the bonus is payable) to salary sacrifice the payment amount into their nominated Superannuation Fund. This provision will only apply whilst the Australian Tax Office permits this type of arrangement.

ATTACHMENT 5 – UNION CLAUSES

1. INTRODUCTION

Specifically, this Memorandum is designed to promote harmonious, efficient and good industrial relations by

- a) Recognising the concept of Freedom of Association, including the right of employees to join the TWU and receive effective representation by the TWU, should they so choose.
- b) Recognising the continuing relationship between the Employer and the TWU.
- c) Recognising past agreements between the employer and the TWU regarding:
 - Trade Union Training Leave.
 - Site Union Delegates.
 - Union Fee deductions.
 - Rates of pay for agency casual employees.

2. FREEDOM OF ASSOCIATION AND UNION RECOGNITION

- a) The company recognises the TWU as being entitled to represent transport workers at the sites covered by the Martin-Brower Australia Pty Ltd and Transport Workers Union of Australia - National Enterprise Agreement 2025. This representation will extend to all terms and conditions of engagement of transport workers employed by the company, whether those terms and conditions are subject to this MOU or not. For the purposes of this provision, the term Transport Workers shall mean any employee of Martin-Brower Australia Pty Ltd whose employment is covered by the terms of the Martin-Brower Australia Pty Ltd and Transport Workers Union of Australia - National Enterprise Agreement 2025.
- b) The company will not take any actions or make any statements that will directly or indirectly state or imply opposition by the company to transport workers electing to join or remain members of the TWU.
- c) The parties to this Agreement undertake that no employee shall be discriminated against, harassed or victimised based on the decision they make concerning union membership.

3. PAYROLL DEDUCTIONS

- a) At the request of any member of the TWU (by the submitting of a payroll deduction authority form) the Employer shall deduct the appropriate amount of union dues from the employee's pay and remit such dues to the Union at monthly intervals.

4. DELEGATE RIGHTS

The employer recognises those persons who are elected as being the Site Union Delegate(s) by the employees, as being the on-site representatives of the Union. For each Distribution Centre in Melbourne, Brisbane, Perth and Adelaide, the employer will not be required to recognise more than 3 persons or for Adelaide, 2 persons as being Site Delegates. A co-delegate elected in the same manner will be recognised in the absence of the delegate.

4.1 In this clause:

- a) employer means Martin Brower (MB);
- b) delegate's organisation means the Transport Workers' Union (TWU) in accordance with the rules of which the workplace delegate was appointed or elected; and
- c) eligible employees means members and persons eligible to be members of the TWU who are employed by Martin Brower.

Before exercising entitlements under clause 4, a workplace delegate must give MB written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate must provide MB with evidence that would satisfy a reasonable person of their appointment or election.

An employee who ceases to be a workplace delegate must give written notice to MB within 14 days.

4.2 Right of Representation

A workplace delegate may represent the industrial interests of eligible employees who wish to be represented by the workplace delegate in matters including:-

- a) consultation about major workplace change;
- b) consultation about changes to rosters or hours of work;
- c) resolution of disputes
- d) disciplinary processes;
- e) enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the Act or is assisting the TWU with enterprise bargaining; and
- f) any process or procedure within an award, enterprise agreement or policy of MB under which eligible employees are entitled to be represented, and which concerns their industrial interests.

4.3 Entitlement to reasonable access to the workplace and workplace facilities

- a) Martin Brower must provide a workplace delegate with access to or use of the following workplace facilities:
 - a. a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible employees
 - b. a physical or electronic noticeboard;
 - c. electronic means of communication ordinarily used in the workplace by MB to communicate with eligible employees and by eligible employees to communicate with each other, including access to Wi-Fi
 - d. a lockable filing cabinet or other secure document storage area; and
 - e. office facilities and equipment including printers, scanners and photocopiers.
- b) Martin Brower is not required to provide access to or use of a workplace facility under clause 4.3 (a) if:-
 - a. the workplace does not have the facility;
 - b. due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or
 - c. Martin Brower does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.
- c) Delegates will be allowed, subject to the agreement of their supervisor, reasonable paid time to conduct on-site business, including recruitment, with workers. This agreement shall not be unreasonably withheld. Similarly, and consistent with the spirit of goodwill and cooperation that is intended by this provision, Site Delegates shall not abuse this privilege.

4.5 Entitlement to reasonable access to training

Martin Brower must provide a workplace delegate with access to up to 5 days of paid time during normal working hours for initial training and at least one day each subsequent year, to attend training related to representation of the industrial interests of eligible employees, subject to the following conditions:-

- a) The right to such leave shall be limited to no more than two employees per site being released at any one time, and
- b) The maximum total number of pooled days available per calendar year to attend such Union Training is as per the table; and

Site	Max. no. of days permitted in total, per year
Adelaide	7
Melbourne, Brisbane, Perth	16

- c) No one delegate can access more than 5 days in any one calendar year;

- d) Only duly elected site union delegates, who have held such position for at least 3 months, shall be eligible to request such leave.
- e) The courses for which leave is to be granted are those, which are conducted by or for the TWU, or those approved by either organisation and on which both the employer and the union agree are relevant.
- f) Payment for a day of paid time during normal working hours is set out in clause 4.7
- g) The workplace delegate must give Martin Brower not less than 5 weeks' notice (unless the Company and delegate agree to a shorter period of notice) of the dates, subject matter, the daily start and finish times of the training, and the name of the training provider. As a minimum, a request to attend such training would require a written request which includes details as to the content of the course. Notwithstanding these notice requirements, where less than 2 weeks' notice is given to the employer, it shall be the right of the employer to refuse to release the employee to attend such training.
- h) If requested by the employer, the workplace delegate must provide MB with an outline of the training content.
- i) MB must advise the workplace delegate not less than 2 weeks from the day on which the training is scheduled to commence, whether the workplace delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.
- j) The workplace delegate must, within 7 days after the day on which the training ends, provide the employer with evidence that would satisfy a reasonable person of their attendance at the training.

4.6 Exercise of entitlements under clause

- a) A workplace delegate's entitlements under clause 4 are subject to the conditions that the workplace delegate must, when exercising those entitlements
 - a. comply with their duties and obligations as an employee;
 - b. comply with the reasonable policies and procedures of the employer, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;
 - c. not hinder, obstruct or prevent the normal performance of work; and
 - d. not hinder, obstruct or prevent eligible employees exercising their rights to freedom of association.
- b) Clause 4 does not require the employer to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible employees.
- c) Clause 4 does not require an eligible employee to be represented by a workplace delegate without the employee's agreement.

NOTE: Martin Brower will not:

- a) unreasonably fail or refuse to deal with a workplace delegate; or
- b) knowingly or recklessly make a false or misleading representation to a workplace delegate; or
- c) unreasonably hinder, obstruct or prevent the exercise of the rights of a workplace delegate under this clause 4.

4.7 Payment for Delegate Leave and Training

- a) Payment for a day of paid time during normal working hours is payment of the amount the delegate would have been paid for the hours the workplace delegate would have been rostered or required to work on that day if the delegate had not been absent from work to attend the training.

- b) Under no circumstances will an employee be paid overtime rates for attending Union organised training. As such, should the training fall on a day where the employee is not rostered to work then the employee may attend without pay.
- c) The Company will not be responsible for any costs, which are associated with the attendance of a delegate at such training.

5. Right of Entry

The Agreement will provide right of entry for TWU officials to Company premises at any time, where reasonable notice is given, for any purposes connected to the Agreement, including to hold consultations with persons covered by the Agreement in relation to the operation of the Agreement and their rights and obligations under the Agreement; to deal with disputes arising under the Agreement; to consult with employees about the negotiations for a replacement agreement; and to participate in induction meetings for new employees.

Nothing in this Agreement provides the TWU with a right to enter premises which is contrary to section 194(f) or 194(g) of the Act.

6. Job Security

- a) As per Clause 9 (f) of the Agreement, the company is committed to providing secure employment for employees through the full utilisation of company employees and equipment prior to the engagement of casual or contract labour.
- b) The Company commits to taking all reasonable steps to achieve an effective balance between direct hire (permanent and Martin Brower casuals) and agency labour hire staff and working towards a 70% direct hire balance. With this, it is recognised that during any peak and/or uncontrollable situations in operation, a greater proportion of labour hire staff may be required.

Where the Company is unable to achieve 70% direct hire the Company will advise the respective DCC and agrees to hold a meeting between the parties where necessary to outline relevant information including how long it is expected that the balance will not be achieved, and any steps taken to achieve the 70% direct hire balance

- c) The Company commits to taking all reasonable steps to ensure overtime is available to direct hire staff ahead of allocating overtime to MB casual or labour hire staff. To support this, it is expected that direct hire staff will make themselves reasonably available for overtime.

7. Contractor Protocols

The company agrees that in the event that the TWU presents evidence which suggests that a transport contractor is not meeting their legislative obligations, the company will conduct a review of their operations and seek to rectify any issues as soon as is reasonably practicable.

The local workplace delegate will be involved in any review undertaken by the Company. At the conclusion of such a review the company will advise the TWU of the outcome of the review and measures undertaken to rectify any issues which have been identified.

ATTACHMENT 6 - EXTENDED SHIFT ROSTER – 4 DAY WEEK

This protocol outlines the structure and management of an extended shift roster, under which employees work four days per week while meeting the full time standard of 38 hours per week. This protocol applies to full time employees -it does not apply to part time or casual workers. Any extended shift arrangement is subject to Company agreement and operational requirements. 4 day week rosters can be offered upon employment and/or to existing employees.

Standard Working Arrangement

Work Hours:

- Employees work 38 ordinary hours across 4 days per week, with each workday comprising 9.5 ordinary hours.
 - Day Shift: meal break is unpaid and is on top of the 9.5 ordinary hours
 - Afternoon & night shifts: meal break is paid and inclusive in the 9.5 hours
- Rosters
 - will be provided with at least 7 days notice
 - will provide for at least 2 consecutive days off

Leave Management

- Annual Leave:
 - 4 weeks/152 hours per year of continuous service
 - 5 weeks/190 hours for shift workers, as defined under the NES
 - Leave taken on a rostered day will be deducted at 9.5 hours per day
 - Part day absences will be recorded/deducted based on actual hours absent
- Personal/Carers Leave
 - 10 days/76 hours per year of continuous service
 - Leave taken on a rostered day will be deducted at 9.5 hours per day
 - Part day absences will be recorded/deducted based on actual hours absent
- Rostered Days Off (RDOs)
 - Employees working 4-day extended shift rosters will not be entitled to RDOs
 - Any individual extended hour arrangements in existence prior to 1 July 2025 that allowed for RDO accrual are excluded from this

Public Holidays

- Where a public holiday falls on a rostered day:
 - If the employee is not required to work on that day, they are entitled to be absent without loss of pay for the ordinary hours they would have worked (9.5 hours)
 - Where the employee is reasonably required to work that day and attends for the full shift, they will be paid the applicable public holiday penalties noted in this Agreement for the full 9.5 hours
- Where a public holiday falls on a non rostered day, there is no entitlement to an alternative day

Overtime

Hours worked beyond the rostered 9.5 hours per day or 38 hours per week are treated as overtime and paid as such, or taken as time off in lieu, in accordance with this Agreement.

ATTACHMENT 7 – DISTRIBUTION CENTRE LOCATIONS

LOCATION	ADDRESS
Queensland	<u>Brisbane South</u> 19 Hashim Place Karawatha, QLD, 4117 <u>Brisbane North</u> 41 Boronia Road Brisbane Airport, QLD, 4008
Victoria	<u>Melbourne North West</u> 25-35 Sky Road Melbourne Airport Business Park, VIC, 3045 <u>Melbourne South East</u> 66 Portlink Drive Dandenong South, VIC, 3175
South Australia	20 Waldaree Street Gepps Cross, SA, 5094
Western Australia	90 Verde Drive Jandakot, WA, 6164

SIGNATORIES

SIGNED FOR AND ON BEHALF OF MARTIN-BROWER AUSTRALIA PTY LTD

Name Sally Hole Date 28 October 2025

Signature 

Address 1 Burilda Close, Wetherill Park, NSW, 2164

Position Human Resources Director, ANZ

Witnessed by

Name Colette Brehon Tait Date 28 October 2025

Signature 

Address 1 Burilda Close, Wetherill Park, NSW, 2164

SIGNED FOR AND ON BEHALF OF THE TRANSPORT WORKERS UNION OF AUSTRALIA

Name Emily Mancian Date 29/10/25

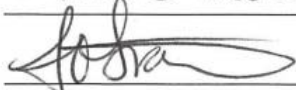
Signature 

Address Level 9, 447 Kent St
Sydney.

Explanation of persons authority to sign
National Assistant Secretary.

Witnessed by

Name ANGHARAD OWENS-STRAUSS Date 29/10/25

Signature 

Address LEVEL 9, 447 KENT ST
SYDNEY

IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2025/3743

Applicant: Martin Brower Australia Pty Ltd
(name of applicant)

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Sally Hole, HR Director have the authority given to me by Martin Brower Australia Pty Ltd to give the following undertakings with respect to the Martin Brower Australia Pty Ltd and Transport Workers Union of Australia – National Enterprise Agreement 2025 ("the Agreement"):

1. In relation to clause 59 of the agreement, the following clause will apply:-

59. Parental Leave

Permanent and eligible casual employees with at least twelve (12) months continuous service are entitled to up to 52 weeks unpaid parental leave where the employee or employee's spouse or de facto partner gives birth, or on the adoption of a child who is, or will be, under 16 years of age at the day of placement and where they will have responsibility for the care of a child.

2. In relation to clause 63.3 of the agreement, the following clause will apply:-

63.3 Leave Entitlements

An employee is entitled to 10 days' paid leave in a 12 month period, to deal with family and domestic violence matters, including attending counselling, medical or legal appointments or proceedings, as follows:

- a) The leave is available in full at the start of each 12-month period of the employee's employment; and
- b) The leave does not accumulate from year to year.
- c) Is available to part-time and casual employees.

Employees are also able to use accrued entitlements for annual leave, personal leave or rostered days off for the purpose of dealing with family and domestic violence. If all paid family and domestic violence leave and accrued leave has been exhausted, employees can also apply for further leave without pay, which will not be unreasonably refused.

Note 1: A period of leave to deal with family and domestic violence may be less than a day.

3. In relation to clause 32 of the agreement, the following clause will apply:-

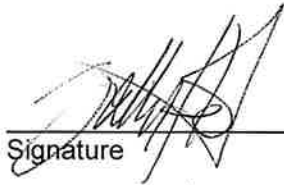
32. Non Continuous Work

Any permanent full time or part time employee who works their ordinary hours on any afternoon or night shift which does not continue for at least five consecutive afternoons or nights shall be paid at the rate of time and a half for the first 8 hours and overtime thereafter for each shift worked.

This clause does not apply where the ordinary hours are worked over four (4) days instead of five (5), by working 9.5 hours a day or a flexible working arrangement.

4. In relation to clause 32 of the agreement, it is understood that an Employee with the classification Entry Level – DC Operator who works their ordinary hours on any afternoon or night shift which does not continue for at least five consecutive afternoons or nights shall be paid at the rate of time and a half for the first three (3) hours and double time thereafter for each shift worked.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.


Signature

17 November 2025
Date