



**MARTIN BROWER AUSTRALIA PTY LTD  
and UNITED WORKERS UNION – SYDNEY  
WAREHOUSE ENTERPRISE AGREEMENT  
2024**

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## **PART ONE – APPLICATION AND OPERATION OF AGREEMENT**

### **1 AGREEMENT TITLE**

This Agreement shall be known as the Martin Brower Australia Pty Ltd and United Workers Union – Sydney Warehouse Enterprise Agreement 2024 (“this Agreement”, “the Agreement”).

### **2 PARTIES BOUND**

- a) All 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 the
- c) United Workers Union (“the Union”).

### **3 RENEGOTIATION OF AGREEMENT**

- a) The parties agree to commence negotiations for a new collective agreement to replace this agreement no less than 3 calendar months before the nominal expiry date of this 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 this agreement. Should negotiations for a new collective agreement not be finalised prior to the nominal expiry date this agreement, the rates of pay and conditions prescribed by that Agreement will continue to be observed for all employees by the parties until such time as a new Agreement is made or, this Agreement is otherwise lawfully cancelled.

### **4 TRANSFER TO NEW PREMISES**

In the event that the site at Wetherill Park is relocated and employees are required by the company to commence working at a different site, those employees will be covered by this agreement.

In the case that the site is relocated the company will not force employees to relocate outside of a 25 Kilometre Radius.

### **5 SHARED VALUES**

#### **a) PRODUCTIVITY AGREEMENT**

The employees agree to work with management to assist in increasing productivity gains.

#### **b) 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, this includes striving to meet Delivery in Full and On Time (DIFOT) 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.
- f) The parties to this Agreement agree that it shall be the responsibility of all employees to observe and follow Company policies and processes as issued or amended from time to time.

## **6 COMMENCEMENT DATE OF AGREEMENT AND PERIOD OF OPERATION**

- a) This Agreement is an Enterprise Agreement in accordance with the Fair Work Act 2009.
- b) This Agreement shall have a nominal expiry of 31 July 2027.
- c) Notwithstanding anything else contained in this Agreement, it shall remain in force until such time as it is superseded, rescinded, or replaced.

## **7 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.

## **8 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 apply to the distribution center located at Wetherill Park NSW where the work covered by this Agreement is performed by employees.
- c) This Agreement shall apply to employees of the company within this Agreement's classification structure who perform work in or in connection with 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 the loading and unloading of product from containers).

## **9 NOT TO BE USED AS A PRECEDENT**

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

## **10 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,

## **11 WORKPLACE HEALTH & SAFETY**

Workplace Health & Safety is everyone's responsibility and requires appropriate behaviours and practices at all levels to ensure we have a proactive Safety Culture.

The company aims to ensure all reasonable steps are taken to identify, eliminate or control potential risks and hazards in the workplace. The company's planned and systematic approach to workplace safety is critical in maintaining a workplace safety culture.

The joint co-operation of Employees, Supervisors and Managers is required for ensuring:

- Adoption of pro-active behaviours to identifying hazards/risks & implementing corrective actions for improvement;
- Communicating awareness across the businesses – by holding team briefings, training etc;
- Developing our culture – through policies, procedures, KPI's, consultation mechanisms, proper instructions, training ;
- Introduction and maintenance of safe systems of work.

While this is not an exhaustive list, examples of basic safety standards for employees to comply with are as follows:

- Wear a high visibility uniform/vest at all times;
- Do not drive around the warehouse or yard area on any Manual Handling Equipment (MHE) with tynes raised;
- Wear all Personal Protective Equipment (PPE) as required;
- Wear appropriate clothing, hats, sun glasses & sun screen when in the sun
- Do not tamper with any safety equipment and/ or device / guards;
- Warm up stretches are performed at the start of every shift;
- Do not come to work under the influence of alcohol or drugs;
- No speeding in vehicles/equipment (watch for pedestrians & sound the horn);
- No climbing over vehicles or product.
- Working at heights is not permitted without the use of approved fall restraint system;
- Keep all aisles and exits clear from any obstructions;
- Maintain good House Keeping in work area(s) to ensure we have a clean site;
- Treat individuals with mutual respect & honesty (i.e: no smutty jokes, sexually offensive comments/taunts, unwelcome behaviours, no bullying/aggressive behaviour);
- Do not bring or show in a workplace pornographic or other offensive material;
- Do not engage in aggressive, intimidating or bullying tactics or behaviours
- Comply with all safety warning signage and notices;
- Comply with relevant laws (i.e: Speed signs, Fatigue Management, load restraints, licensing laws etc); - please keep your MHE licence current and on you at all times;
- Rules of the road and relevant laws pertaining to the road will be followed using defensive driving techniques
- Report all Incidents and/or Hazards immediately in writing;
- Highreach are only to be operated within the warehouse;
- Pedestrians & MHE are to maintain a safe distance from each other (this is a dual responsibility) – alert each other to your presence as a preventative measure;
- Do not use mobiles, tablets or other personal electronic devices in the workspace unless authorised by the Manager;
- Wear seat belts / harnesses on MHE, where fitted;
- Do not engage in reckless or other unsafe activities;

Failure to comply with these requirements may result in disciplinary action including the termination of the employee's employment.

## **12 WORKERS COMPENSATION**

The Company will provide Workers Compensation in accordance with relevant State and Federal legislation (As Amended).

The company supports injured workers through Early Intervention and Well Being programs, Warm up stretching exercises and other initiatives.

### **12.1 EARLY REPORTING OF WORK-RELATED INJURIES**

Employees shall inform their immediate supervisor or the on-site occupational health and safety officer of any early symptom of a work-related injury. (Note: it is intended that by detecting problems at their early stages, an injured employee may undergo rehabilitation or treatment to avoid prolonged absences.)

## **13 EQUAL EMPLOYMENT OPPORTUNITY / ANTI-DISCRIMINATION**

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, decent, 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, transsexuality
- 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

Employees who feel that they have suffered discrimination or harassment on one of the above grounds should report the matter to their supervisor, another manager or Human Resources. The matter will be dealt with in accordance with the relevant Company grievance and harassment and discrimination policies. The outcome of any discrimination or harassment complaint may be dealt with in accordance with the dispute resolution procedure.

#### 14 DEFINITIONS

Except where the context otherwise requires:

- 14.1.1 “employee” means a person employed directly by the Company
- 14.1.2 “**casual employee**” means an employee engaged by the hour for a minimum of four hours;
- 14.1.3 “**Company**” means Martin-Brower Australia Pty Ltd
- 14.1.4 “**public holiday**” means A day or part day declared or prescribed by or under a law of the State of New South Wales.
- 14.1.5 “**part-time employee**” means an employee engaged as such in accordance with the terms of this Agreement.
- 14.1.6 “**Union**” means The United Workers Union;
- 14.1.7 “**permanent employee**” means an employee, other than a casual employee, employed by the company on a permanent basis.

#### 15 TRANSFER OF BUSINESS

- 15.1. Where any of the provisions in this Clause are inconsistent with the Fair Work Act 2009 (the Act), the Act will prevail. This Clause applies where a transfer of business occurs from Martin Brower – Wetherill Park to another company, involving a transfer of employment of an employee covered by this Agreement.
- 15.2. In relation to each employee who at the time of the transfer of employment was an employee of Martin Brower – Wetherill Park and who becomes an employee of the new employer:
  - The continuity of employment will be deemed not to have been broken by their transfer of employment;
  - Service with Martin Brower – Wetherill Park will be deemed to be service with the new employer, for the purpose of all service related benefits (including leave and severance entitlements). However, an employee shall not be entitled to the benefit of an entitlement more than once in relation to a particular entitlement;
  - Their accrued leave entitlements will be transferred to the new employer;
- 15.3. As entitlements are transferred to the new employer, no leave, severance pay or other entitlement will be payable on termination of the employee’s employment by Martin Brower – Wetherill Park.
- 15.4. If an employee is offered employment by the new employer on terms substantially similar to and considered on an overall basis no less favourable than the employee’s

- terms and conditions of employment with Martin Brower the offer, a transfer of employment would result, the employee is not entitled to severance pay.
- 15.5. In the event that Martin Brower – Wetherill Park enters into a transfer of business phase, Martin Brower – Wetherill Park will convene as soon as practicable a meeting of the parties to this Agreement to discuss the issue of accrued employee entitlements.

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## **PART TWO – EMPLOYMENT RELATIONSHIP**

### **16 PROBATION**

All 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.

### **17 PERMANENT EMPLOYMENT**

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

The company may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training, consistent with the classification structure of this Agreement.

### **18 FULL TIME EMPLOYMENT**

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

### **19 PERMANENT PART TIME**

The Company may employ employees on a permanent part-time basis. A part-time employee is engaged to work less than 38 ordinary hours per week and has reasonably predictable hours of work. For permanent part-time employees, entitlements such as annual leave and personal leave of this Agreement shall be applied on a pro-rata basis. Hours of work and days of work will be agreed between the Company and the employee in writing at the commencement of employment. Any agreed variation to the regular pattern of work will be recorded in writing.

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

Overtime – A part time employee who works in excess of the ordinary hours as mutually arranged will be paid overtime in accordance with the relevant provisions of this Agreement.

### **20 FIXED TERM EMPLOYMENT**

The Company may engage employees under a fixed term arrangement on a part time or full time basis to replace an employee on parental leave or other extended period of absence. A fixed term employee will not be engaged for a period in excess of two (2) years.

### **21 STAND DOWN**

The employer may deduct payment for time lost, in excess of twenty (20) minutes, during which the employee cannot be usefully employed by reason of any breakdown of machinery, or other cause for which the employer cannot reasonably be held responsible. Provided that where an employee (including a casual employee) has attended work they shall be entitled to minimum four (4) hours pay.

### **22 MARTIN BROWER AUSTRALIA AND LABOUR HIRE CASUALS**

- a) While the Company is committed to maximising direct, permanent employment on the Wetherill Park site, with an intention to:

- enhance job security
- ensure a high standard of safety and health, and
- encourage career development,

the parties recognise that where consistent with operational or production requirements, Agency Casuals may be required.

- b) Should there be a concern over the utilization of casuals, the employees and / or the employee representatives can raise their concerns with the site management team.
- c) Casual employees are employed by the hour and paid as such for a minimum of four (4) hours on any one day. A casual is paid the applicable hourly rate plus a 25% casual loading (inclusive of one twelfth (1/12th) of ordinary time earnings in lieu of annual leave). Casual rates compensate employees for the casual nature of the engagement as well as all leave entitlements except long service leave.

Where a casual employee is required to work overtime, that is hours that are greater than 7.6 hours on any day; the casual employee will receive the applicable hourly overtime rate, plus 10% casual loading for the work performed.

For example

- (Base Hourly Rate X at time and a half) + (Base Hourly Rate X casual loading 10%) = Over time rate for time and a half.
- E.g.  $(\$20 \times 1.5) + (\$20 \times .1) = \$32$  – this would be the rate for time and a half.

Where a casual employee is required to work a public holiday, the casual employee will receive the applicable public holiday rate, plus 25% casual loading for the work performed.

For example

- (Base Hourly Rate X double time and half) + (Base Hourly Rate X Casual Loading 25%) = Public Holiday Double Time and Half.
- E.g.  $(\$20 \times 2.5) + (\$20 \times .25) = \$55$  – this would be the rate for Public Holiday Double Time and Half.

- d) Martin Brower casuals employed on a regular and systematic basis for a period of twelve (12) months will have the option to elect to be permanent part time or permanent full time employees. This is subject to their preference to remain as a casual employee.

Where an agency labour casual has been an Agency Casual for 12 months and converts to a Martin Brower Casual and continues to work on a regular and systematic basis for a period of six (6) months they will have the option to transition to permanent part time or permanent full time employees. This is subject to their preference to remain as a casual employee.

Should a casual employee be transitioned to either a full time or part time employee, all accruals (except Long Service Leave) will only commence from the first day that the change takes effect and as per the new letter of appointment.

- e) Agency casuals engaged on a regular and systematic basis for a period of no less than twelve (12) months will be offered an opportunity to convert to a Martin Brower casual, subject to satisfying company recruitment protocols.
- i) Upon being offered and accepting employment by Martin Brower, where an agency labour hire casual has worked a regular and systematic pattern of work and completed working 988 hours for the Company, the employment offer will be at the DC Operator Level 1 wage rate.

- f) It is agreed that where temporary and/or casual labour is engaged through an employment agency, persons so engaged will be paid the rate applying to company employees for the relevant grade under this agreement. The company shall advise any employment agency through which labour is accessed of this provision, in order that the agency can make the correct payments to any persons whom are provided on a casual and/or temporary basis.

## **23 JOB ABANDONMENT**

If an employee is absent from work for a period of three (3) consecutive working days without the consent of the Company and without notifying the Company, that person will be deemed to have abandoned employment.

Prior to deeming the employee as having abandoned their employment, the company will make reasonable effort to contact the employee to confirm the reason for the absence. This may include contacting the employee's emergency contact/next of kin should the employee have nominated a contact with the Company.

Where the employee is unable to satisfy the Company that there is a reasonable cause for the absence, the company may commence the disciplinary process up to and including the termination of the employee's employment.

## **24 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:
- The observance of procedural fairness in the application of performance management and disciplinary processes.
  - The right of employees to be represented at all times and/ or stages, in any matters related to performance management or disciplinary processes.
  - 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.

## **25 TERMINATION OF EMPLOYMENT**

### **25.1 Period of Notice**

- a) Employment may be terminated by either party 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 must be made if the appropriate notice period is not required to be worked. Provided that employment may be terminated by the employee working part of the required period of notice and by the company making payment for the remainder of the period of notice.
- c) The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the employee's employment had continued until the end of the required period of notice, the company would have become liable to pay to the employee because of the employment continuing during that period. That total must be calculated on the basis of:
- the employee's ordinary hours of work (even if not standard hours); and
  - the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and
  - any other amounts payable under the employee's contract of employment.
- d) 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.

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.

### **25.2 Statement of Employment**

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.

### **25.3 Payment on Termination of Employment**

Payment of an employee's wage up to the date of termination and all other amounts due to the employee under this Agreement will be paid by the Company no later than 7 days after the date on which the employee's employment terminates.

### **25.4 The period of notice in this Clause does not apply:**

- in the case of dismissal for serious misconduct;
- to apprentices;
- to employees engaged for a specific period of time or for a specific task or tasks or under a fixed term employment arrangement;
- to trainees whose employment under a traineeship Agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the Agreement; or
- to casual employees.

## **26 REDUNDANCY**

### **26.1 Redundancy Process**

It is agreed that in circumstances where redundancies are to occur, the following process shall be observed:

- a) Discussions – Where the company has made a definite decision that it no longer wishes the job of an employee to be done by anyone, and that decision may lead to termination of employment, the employer shall hold discussions with the union and the employees directly affected.
- b) The discussions shall take place as soon as is practicable after the employer has made a definite decision, which would invoke the provisions of 26.1 a) above. Such discussions shall include the reasons for the proposed redundancies and any measures which may avoid or mitigate the proposed redundancies.
- c) For the purposes of the discussions referred to at 26.1.a) & 26.1.b) above, the employer shall, as soon as is practicable, provide written confirmation to the affected employees and the union, relevant information relating to the following:
  - i) The reasons for the proposed redundancies.
  - ii) The number and categories of employees likely to be affected.
  - iii) The number of employees normally employed.
  - iv) The likely period over which the redundancies are to occur.
  - v) Provided further that the company shall not be required to provide information of a confidential nature if to do so, would be to the detriment of the business.

### **26.2 Definitions**

- a) **Business** includes trade, process, business or occupation and includes part of any such business.
- b) **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.
- c) **Transmission includes transfer**, conveyance, assignment or succession whether by agreement or by operation of law and transmitted has a corresponding meaning.
- d) **Week's pay** means the ordinary time rate of pay for the employee concerned. Provided that such rate shall exclude:
  - (a) Overtime;
  - (b) fares and travelling time allowances;
  - (c) bonuses; and
  - (d) any other ancillary payments of a like nature

### **26.3 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, selection criteria will be developed. All employees would then be rated against this 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.

### **26.4 Notice Period**

The notice provisions as per Clause 25 Termination of Employment shall apply.

### **26.5 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.

| 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                           | 5 weeks                             |
| 2 years & more but less than 3 years   | 7 weeks                           | 8.75 weeks                          |
| 3 years & more but less than 4 years   | 10 weeks                          | 12.5 weeks                          |
| 4 years & more but less than 5 years   | 12 weeks                          | 15 weeks                            |
| 5 years & more but less than 6 years   | 14 weeks                          | 17.5 weeks                          |
| 6 years & more but less than 7 years   | 16 weeks                          | 20 weeks                            |
| 7 years & more but less than 8 years   | 18.5 weeks                        | 23.25 weeks                         |
| 8 years & more but less than 9 years   | 21 weeks                          | 26.25 weeks                         |
| 9 years & more but less than 10 years  | 23.5 weeks                        | 29.5 weeks                          |
| 10 years & more but less than 11 years | 26 weeks                          | 32.5 weeks                          |
| 11 years & more but less than 12 years | 28.5 weeks                        | 35.5 weeks                          |
| 12 years & more but less than 13 years | 31 weeks                          | 38.5 weeks                          |
| 13 years & more but less than 14 years | 33.5 weeks                        | 41.5 weeks                          |
| 14 years & more but less than 15 years | 36 weeks                          | 44.5 weeks                          |
| 15 years & above                       | 38.5 weeks                        | 47.5 weeks                          |

Provided that such rate shall exclude:

- (a) overtime;
- (b) fares and travelling time allowances;
- (c) bonuses; and
- (d) any other ancillary payments of a like nature.

For clarification purposes, the rate will include shift penalty rates (including any weekend penalty rates)

#### **26.6 Payment of Personal (Sick) Leave accruals**

In addition to the severance pay mentioned above, employees who are made redundant will receive a payout of personal (Sick) leave accruals in accordance with Clause 44.

#### **26.7 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 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.

#### **26.8 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 transfer of business as set out in Clause 15.

#### **26.9 Job search entitlement**

During the period of notice of termination given by the company in accordance with Clause 25 Termination of Employment, 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 (this entitlement applies instead of Clause 25, Termination of 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.

#### **26.10 Employees exempted**

This Clause does not apply to:

- a) employees terminated as a consequence of serious misconduct that justifies dismissal without notice;
- b) probationary employees;
- c) apprentices;
- d) trainees;
- e) employees engaged for a specific period of time or for a specified task or tasks; or
- f) casual employees

#### **26.11 Financial & Career Advice/Counselling (Redundancy)**

Where more than 20 employees are made redundant in accordance with these provisions, the company shall arrange for professionals in the areas of financial planning and vocational counselling to attend the premises for a day, for the purpose of providing advice and assistance to interested employees.

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### **PART THREE – RATES OF PAY, ALLOWANCES AND RELATED MATTERS**

#### **27 CLASSIFICATIONS, RATES OF PAY AND ALLOWANCES**

- a) The wage rates and allowances applying to employees covered by this Agreement are set out in Appendix 1.
- b) The Classification and Grading Structure applicable to employees covered by this Agreement is set out in Appendix 2.

##### **27.1 First Aid Allowance**

An 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 shall be paid a weekly allowance in accordance with the amount listed in Appendix 1 if nominated and available to provide first aid.

##### **27.2 Slip Sheeting**

It has been agreed that employees who are engaged to operate a Slip-Sheet Forklift in the loading and unloading of containers shall be paid an allowance in accordance with Appendix 1

The above allowance shall apply to those employees who are employed in Levels 2, 3, 4 & 5 of this Agreement.

##### **27.3 Freezer Allowance**

- a) Freezer Allowance General

An employee 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 at Appendix 1 to this Agreement.

b) Freezer Allowance Special Circumstance Payment

Employees who are engaged on the docks in the distribution area and who in the course of performing such duties are required to go into the freezers shall receive an allowance as indexed in Appendix 1.

## **28 PAYMENT OF WAGES**

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

Where the company fails to make payment of all or part of the employee's wages in the pay week in which such payments were due, the company will be liable to pay a penalty of \$10.00 per day, up to a maximum of \$250 (gross), until the necessary payment is made.

Notwithstanding the above provision, payment of the penalty shall be subject to the following qualifications:

- i) The company will not be liable for payment of the penalty where the error has occurred in full, or in part, due to a failure on the part of the employee. Without limiting the reasons which may give rise to a failure by the employee, they may include not submitting leave request or sick leave forms in a timely manner, failure to clock on or off, failure to provide accurate bank account details so as to allow an EFT to occur.
- ii) The company will not be liable for payment of the penalty where the error is corrected, and payment made, no later than close of business Friday in the week when such payment was due to have been made or the Friday in the week when the issue was raised, provided the pay query has been submitted by 4:00 pm on Thursday of that pay week.
- iii) The company will not be liable for payment of the penalty in circumstances where the employee agrees that the payment can be carried over to, and paid in conjunction with, the next weekly wages payment. The company will not be required to pay the penalty in circumstances where net underpayment is under \$20.

## **29 SUPERANNUATION**

The Company will provide superannuation contributions governed by the percentage rate applicable to the Superannuation Guarantee Charge as set out in the *Superannuation Guarantee (Administration) Act 1992* (Cth), to be directed on a monthly basis. For the avoidance of doubt, this contribution is inclusive of all statutory caps imposed on superannuation contributions set out in this legislation.

The Company will make the superannuation contributions to the following fund:

- i. Where an Employee nominates a superannuation fund – to that fund; or
- ii. Where an employee has not nominated a superannuation fund, the stapled fund identified by the Australian Tax Office; or
- iii. Where an employee does not nominate a superannuation fund or have a stapled fund, Australian Super {STA0100AU}, as the default fund.

Subject to the governing rules of the relevant superannuation fund, Employees may elect to salary sacrifice above the required superannuation contributions into their superannuation fund. The Company will make the necessary arrangements to make those salary sacrifice contributions as directed by the Employee on a monthly basis.

Employees will receive information on their payslips as required by Regulation 3.46 of the *Fair Work Regulations 2009*.

The Company will allow representatives of Australian Super access to employees during breaks for the purpose of superannuation education. Such access is to be arranged between Australian Superannuation and a Company representative at times convenient to operational requirements.

### **30 INCOME PROTECTION INSURANCE**

An amount of up to 1.02, percent (to be paid as the premium) will be paid by the company to an insurance scheme that provides income protection to taxable income. Taxable income, for the purpose of this Clause will not include any productivity payment(s). The union has nominated an insurer and this amount will be paid to the insurer to provide the level of cover agreed.

The Company will not be liable for the operation of the scheme beyond payment of premiums to the insurer nor will any increase in premiums beyond the 1.02 percent be met by the Company.

Participation in the union nominated income protection insurance scheme, as agreed by the majority of employee's onsite, is voluntary and employees are required to opt in upon commencement of their employment. Where an employee chooses income protection or chooses to opt out of the insurance, they will be required to formally advise the Company of this decision, in writing. Any change will be effective from the next pay period (Income protection coverage will depend on the policy rules of the provider).

Where the income protection insurance premiums payable to the insurance company are above the 1.02% limit prescribed herein, the company will not be responsible for the payment of the amount in excess of the said 1.02% premium. Rather this additional amount shall be the responsibility of each employee covered by the policy, the difference between the 1.02% prescribed herein and the new premium shall be deducted from the employee's weekly wages and passed on to the insurance company.

### **31 COMMITMENT TO TRAINING**

The Company's aim is to provide appropriate on the job training to ensure that employees are able to 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. The company shall implement a coordinated and planned assessment system the objectives of which shall be:
  - i) Ensure a smooth & consistent transition through the classification structure.
  - ii) Subject to the 12 month requirement applying to the Grade 1 employees, the Company must ensure that employees have received the appropriate training prior to being reclassified into a new grade.
  - iii) Provide employees with a defined career path.
- b) 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. If an employee does not obtain a Forklift License by their relevant service anniversary, any re-classification will not occur until such time as:
  - i. They obtain the forklift licence
  - ii. They have undertaken the necessary competency training on site and demonstrated that they meet the required competency standards
  - iii. If the Company is not able to deliver the necessary competency training within six weeks, the Company will reclassify the employee to the appropriate higher level at 6 weeks of being presented with the Forklift License
  - iv. Notwithstanding the above, where the Company has taken all reasonable steps to train and assess competency and the employee does not meet the competency level required, the employee will remain at the current level until such time as the employee can be deemed competent.
- c) The parties will not create barriers to advancement of employees within the Agreement.

- d) It has been agreed that where employees have undertaken appropriate training and assessment which has resulted in the attainment of a reclassification to higher level, the company will not as a consequence later automatically down grade such employee as a result of skills based issues. Rather, focus shall be placed upon ensuring that employees are appropriately trained, skilled and assessed before reclassification to the higher levels occurs.

### **32 CREW TRAINERS**

An employee, who is required to perform the duties of training and/or assessment, under a competency based system, shall receive an allowance of \$10.00 per day, subject to the following:

- The person who is designated to perform training and/or assessment functions shall have completed training in each of these areas.
- The allowance shall only be paid on those days on which the employee is instructed and actually performs training and/or assessments.
- The employee does not hold the position of Level 5 Crew Trainer

Competency Checks - competency checks are the responsibility of a crew trainer and supervisor/manager.

### **33 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.

- 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 2 or more 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.

### **34 WORKING IN COLD TEMPERATURES**

- a) An employee may be required to work at temperatures below minus 18 degrees Celsius upon the following conditions.
- b) The company shall make available all appropriate personal protective equipment, free of charge, for the use of each employee required to work in cold temperatures. i.e. freezer suit, boots, gloves etc.
- c) If the temperature of the room falls below minus 26 degrees Celsius, the employee may, after one hour, decline to continue working in that room until the temperature rises to minus 26 degrees Celsius.
- d) Employees working in cold temperatures may take such breaks from cold conditions as are approved by the supervisor in charge and shall comply with all company directions in relation to those breaks and work activities during those breaks.

### **35 PERFORMANCE BASED PAYMENT SYSTEM**

The Performance Based payment system will apply up to and including December 2024 only.

From 1 January 2025, the following Performance Based Payment clause to have any effect and will cease operating.

The system shall be based on the following principles:

**The parties shall measure:**

- SAFETY (20%) – to be based on a RTI, LTI (LTI = 1 full shift) and the DC Safety Scorecard.
- Shrink (20%)
- Staged on time (20%)
- Delivery reliability (20%)

- 1 Site Issue (20%) – the site may nominate and to give prominence to and focus upon a key site issue.

Team Based – Safety and Shrinkage shall be based upon the results of the entire warehouse team

Individual Based – Staged on time, Delivery reliability and the one site issue may be measured and paid on an individual basis. In the case that the site issue that is selected is not a task ordinarily undertaken by an employees they will achieve the productivity payment based on the team average.

**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

**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 \$800 (gross).

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** - The Performance Based Payment System shall be documented. This document shall be made available to all eligible employees, upon request.

**Transitional Arrangements** – The Performance Based Payment System as outlined in the Martin Brower Australia Pty Ltd and National Union of Workers – Sydney Warehouse Enterprise Agreement 2015 will continue to apply to eligible employees up to the date of the Fair Work Commissions approval of this agreement. Upon approval of this agreement eligible employees will transition to The Performance Based Payment System outlined above.

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## PART FOUR – HOURS OF WORK

### 36 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 the 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.

After consultation, the Company may give two week's notice before changing the start and finish times.

### 37 SPAN OF HOURS

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.

### 38 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 Appendix 1 of this Agreement.

#### Hours of Shift -

- **Day Shift:** an ordinary shift (not including overtime) which commences at or after 6am (0600hrs) and finishes at or before 6pm (1800hrs).

Day workers shall work their ordinary hours in one of the following patterns at the discretion of the company:

- over five days per week, Monday to Saturday, for seven hours 36 minutes per day, exclusive of meal breaks;
- over nineteen days per four weeks working eight hours per day, Monday to Saturday, exclusive of meal breaks;
- over any four (4) days (Monday to Saturday inclusive) by the working of 9.5 hours per day exclusive of meal breaks;
- in any other method agreed between the company and the employees concerned.

By agreement with the individual employee, ordinary hours for day shift employees may be rostered to commence, Monday to Saturday inclusive at 4.00am.

- Where, by agreement employees are rostered to commence their ordinary hours at 4.00am, payment between 4.00am and 6.00am shall be at the rate of time & half.
- Notwithstanding any other provisions, the ordinary hours of work on any day, Monday to Friday may be rostered for up to 10 hours. Provided that in any arrangement, where it is proposed to work more than 8 ordinary hours per day, or to work ordinary hours on a Saturday or Sunday, the arrangement of such hours shall be subject to agreement between the company and the employee concerned.

- **Afternoon Shift:** an ordinary shift (not including overtime) which finishes at or after 6.30pm (1830hrs). A loading of 15% of base rate will apply for all ordinary hours of afternoon shift.
- **Night Shift:** an ordinary shift (not including overtime) which finishes after midnight (0001hrs) and finishes prior to 9.00am (0900hrs). A loading of 30% of base rate will apply for all ordinary hours of night shift.

The time worked between 11.00 p.m. and midnight Sunday as part of a night shift shall be paid for at the rate of double time and shall attract the appropriate night shift allowance calculated with respect to the ordinary rate of pay.

For clarification purposes shift loadings do not apply on Saturday or Sundays

### 39 ACCRUED LEISURE TIME (RDO)

#### 39.1 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.

For rosters 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.

#### 39.2 Management of RDO's

This provision shall apply for rosters which the 38 hour week operates on the basis of the accrual of rostered days off (RDO's). 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.
- d) Where an employee has continually been refused approval of an RDO, on the third occasion the company will enter into an agreement with the employee in relation to the earliest possible time for an RDO to be taken.

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

- Rosters which do not accrue RDO's the status quo shall apply and the provisions relating to RDO pay-out shall not apply.
- An employee may request that all, or part of, their RDO accrual be cashed out. This option will only be available for employees who notify management of their request, in writing one (1) month before 1 December.

## **40 MEALS**

Each employee shall be granted an unpaid meal break of not more than one hour nor less than thirty minutes, not more than five hours after the employee's normal starting time.

The company may stagger meal breaks to allow continuous work in a department or section.

A first and second tea break of fifteen minutes and ten minutes, respectively, shall be allowed to employees on the understanding that employees shall be at their work stations immediately prior to and immediately after the expiration of the tea breaks.

## **41 INDIVIDUAL FLEXIBILITY ARRANGEMENTS**

**41.1** An employee covered by this enterprise agreement may seek to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

- a) the agreement deals with 1 or more of the following matters:
  - arrangements about when work is performed;
  - overtime rates;
  - penalty rates;
  - allowances;
  - leave loading; and
- b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
- c) the arrangement is genuinely agreed to by the employer and employee

**41.2** 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.

**41.3** 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:
- e) the terms of the enterprise agreement that will be varied by the arrangement; and
  - i. how the arrangement will vary the effect of the term/s; and
  - ii. 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
- f) states the day on which the arrangement commences.

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

**41.5** 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.

## **42 OVERTIME**

### **42.1 Overtime - general**

Hours worked in excess of an employee's ordinary hours shall be overtime and paid at the rate of time and one half for the first two (2) hours and double time.

Overtime shall be calculated daily (however, any overtime worked on a shift which commences on one calendar day and continues unbroken into the next calendar day shall be regarded as continuous for the purpose of calculating overtime).

The divisor for calculating the ordinary time rate of pay for overtime purposes will be 1/38<sup>th</sup> of the weekly wage as set out in the wages tables.

#### **42.2 Allocation of Overtime**

Where overtime is available, the company shall take reasonable steps to ensure that such overtime is made available to all permanent employees. Such reasonable steps will include:

- a) Advising the employees that overtime is available.
- b) Asking employees to nominate to work the overtime.
- c) Creating a roster of available overtime work in each week that employees can nominate to work. The creation of such a roster shall operate on a mutual responsibility basis. It will be the responsibility of management to identify the overtime that is available and to advise employees of such availability. It will be the responsibility of individual employees to nominate to work the available overtime.
- d) Management shall ensure that overtime is distributed in a fair manner between those employees who wish to work it. Such assurances will include a guarantee by management that available overtime on the roster shall be made available firstly to those permanent employees of the company who have nominated to work the overtime.
- e) In circumstances where an employee has been confirmed to work overtime and instead of working overtime a casual employee is used, so not to disadvantage the employee, the employee will be offered the next available overtime, as long as they have the skill set required.
- f) If a sufficient or adequate number of permanent employees do not nominate to work the overtime or are unavailable to do so, it shall be the right of management to then allocate such overtime work to casual employees.

Note: This Clause only applies for those employees who have the required skill set to complete the tasks.

This provision also includes the allocation of overtime on a Sunday.

#### **42.3 Meal allowance**

An employee required to work more than one and a half (1 1/2) hours overtime, and who has not been notified on the previous day or earlier of a requirement to work overtime on any day, shall be provided with a meal by the company or, in lieu thereof, shall be paid an allowance as set out in Appendix 1 to this Agreement. Payment for a meal under this Clause shall be in addition to any overtime payment.

Where an employee is required to work for more than one hour overtime either before or after the employees shift, the employee shall be allowed an unpaid meal break (unless agreed otherwise) of not less than twenty minutes at a time mutually agreed.

An employee who has provided himself or herself with a meal after being notified of a requirement to work overtime after the employee's normal ceasing time, and who is not so required to work overtime, shall be paid the allowance as prescribed.

#### **42.4 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 four (4) hours work at the appropriate rate.

#### **42.5 Requirement to work reasonable overtime**

Employees shall work reasonable overtime to meet the needs of the business.

#### **42.6 Minimum break**

When overtime work is necessary it shall wherever reasonably practicable, be so arranged that the employees have at least ten consecutive hours off between the work of successive days.

An employee who works so much overtime between the termination of his/her ordinary work on one day and the commencement of his/her ordinary work on the next day that he/she has not at

least ten consecutive hours off between those times shall, subject to this subclause, be released after completion of such overtime until he/she has had ten consecutive hours off duty without loss of pay for ordinary working time during such absence.

If on the instruction of his/her employer such an employee resumes or continues work without having had such ten consecutive hours off duty he/she shall be paid at double time rates until he/she is released from duty for such period and he/she shall be entitled to be absent until he/she has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

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## **PART FIVE – LEAVE AND RELATED MATTERS**

### **43 PERSONAL (SICK) LEAVE**

#### **43.1 Entitlement to paid personal (sick)/carer's leave**

A permanent employee is entitled to 12 days of paid personal (sick)/carer's leave per year and the entitlement accumulates from anniversary date each year.

A permanent employee accrues paid personal (sick) leave in the following manner:

- a) An employee working 7.6 ordinary hours per day would receive an annual accrual of personal (sick) leave equivalent to 12 days x 7.6 hours.
- b) An employee working 12 ordinary hours per day would receive an annual accrual of personal (sick) leave equivalent to 12 days x 12 hours.
- c) Personal (sick) leave shall accrue on the basis of each completed month of service. For each completed month of service, an employee shall accrue 1 day of personal (sick) leave.

#### **43.2 Taking paid personal (sick)/carer's leave**

- a) An employee may take paid personal (sick)/carer's leave if the leave is taken:
- b) because the employee is not fit for work because of a personal illness, or personal injury, affecting the employee; or
- c) to provide care or support to a member of the employee's immediate family, or a member of the employee's household, because of a personal illness, injury or unexpected emergency affecting the member.
- d) For the purposes of personal (sick)/carer's 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. An employee has a responsibility to be reliable in their attendance at work.

#### **43.3 Notice and evidence requirements**

- a) The company may only request that an employee provide a medical certificate for personal (sick) leave absences if they fall into one of the following categories:
  - if an employee has established a pattern of single day personal (sick) leave absences and has been counselled regarding the taking of excessive individual days of personal (sick) Leave (NB: Any disputes regarding this Clause shall be dealt with through the dispute resolution procedure); or
  - the absence is two (2) or more consecutive days
- b) The employee shall make verbal contact with their Supervisor / Manager to inform them of their inability to attend for duty as soon as possible before the commencement of their shift, or if not reasonably practicable to do so, then as soon as is practicable.

If the employee is unable to personally make verbal contact with their Supervisor / Manager the employee's spouse or 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.

If an employee has already been formally counselled, as in accordance with subclause (a) above, and if not already formally advised in writing, 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.

- c) An employee will not receive payment for any hours of overtime that they were scheduled to complete.
- d) The number of hours that the employee did not work (excluding overtime) will be subtracted from the employee's personal (sick) leave entitlement.
- e) Where an employee is required under this Clause to provide a medical certificate and fails to do so, the employee shall not be entitled to payment of personal (sick) leave for the days on which the employee was absent.

#### **43.4 Carer's leave notice and evidence**

For the purposes of carer's leave, 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 and must advise the Employer of the period, or expected period of the leave. The employee shall, if required, establish by the production of a medical certificate or statutory declaration, the illness, injury or unexpected emergency pertaining to the person concerned.

#### **43.5 Immediate family or household**

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

- a) a member of the employee's immediate family or
- b) a member of the employee's household.

The term immediate family includes:

- spouse (including a former spouse, a de facto spouse, a former de facto spouse and same sex partner) of the employee; and
- child or an adult child (including an adopted and/or foster child),
- parent,
- grandparent,
- grandchild,
- sibling
- child, parent, grandparent, grandchild or sibling of the employee's spouse or de facto partner (or former spouse or de facto partner).

#### **43.6 Unpaid carer's leave**

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

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

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

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

An Employee may take unpaid carer's leave for a particular permissible occasion if the leave is taken to provide care or support as referred to in subclause 43.6.1 (above).

An Employee may take unpaid carer's leave for a particular permissible occasion as:

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

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

#### **44 PAY-OUT OF ACCUMULATED PERSONAL (SICK) LEAVE**

The following provisions shall prescribe the circumstances under which the pay-out of accumulated personal (sick) leave may occur.

- (a) Employees may claim payment for any accumulated personal (sick) leave entitlements that are in excess of 15 days (relative to their ordinary hours as defined in subclause 43.1). The pay-out entitlement prescribed herein is subject to the requirements as set out in *section 101 of the Fair Work Act 2009*.
- (b) Claims for payment of accumulated personal (sick) leave must be made in writing within 4 weeks of the dates given below, of their wish to receive such payment.
- (c) Payment of accumulated personal (sick) leave in accordance with this Agreement shall occur at the same time each year, being the first full pay period immediately following the following dates:
  - (i) 1 January in each year
  - (ii) 1 July in each year
- (d) The employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.

#### **44.1 Pay-Out of Accumulated Personal (Sick) Leave on Termination or Resignation from Employment**

If an employee resigns from employment of his/her own accord, or is made redundant by the Company or terminated for ill health or other matters that are not serious misconduct, such employee shall be entitled to receive payment of any accumulated personal (sick) leave entitlements that stood to the employee's credit as at the date upon which such resignation occurs. An employee who receives a pay-out of accumulated personal (sick) leave in accordance with this provision, shall be entitled to have included in such payment an average of the shift allowances paid to the employee, calculated as follows:

- The average shall be calculated over the 12 month (52 week) period immediately preceding the employee's date of resignation.
- The amount of shift loading to be paid shall be the average daily dollar amount of shift loading paid to the employee over the previous 12 month (52 week) period.
- The above average amount shall then be paid in respect of each accumulated day of personal (sick) leave that is paid out on termination of employment.
- Provided that the average shift allowance amount shall only be payable to employees who have resigned from employment of their own accord.

For clarification, an employee who is terminated by the Company for any reason of serious misconduct will not be entitled to pay-out of accrued Personal (Sick) Leave. For the purposes of this clause, serious misconduct is defined as instances of theft, fraud, assault or harassment; being intoxicated or under the influence of illegal drugs at work; and conduct that causes serious and imminent risk to the health or safety of a person or the reputation, viability or profitability of the employer's business.

#### **45 COMPASSIONATE LEAVE**

An employee will be entitled to a maximum of three (3) standard days leave without loss of pay on each occasion, and upon production of satisfactory evidence, when a member of the employee's immediate family or household:

- a) contracts or suffers an illness or injury that poses a serious threat to his or her life; or
- b) sustains a personal injury that poses a serious threat to his or her life; or
- c) passes away.

Compassionate leave is also available:-

- a) if a child who would have been part of the employee's immediate family or household is stillborn, or
- b) if an employee, or the employee's current spouse or de facto partner, has a miscarriage.

An employee may take compassionate leave for each occasion as:

- a) A single continuous 3 day period, or
- b) 2 separate periods, or
- c) Any separate period to which the employee and Company agree.

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.

When an employee requires additional days of compassionate leave over and above the 3 days cited herein, the employee may use any accumulated personal leave entitlements or alternatively take unpaid leave.

Where an employee has exhausted all accumulated personal leave entitlements, they will be entitled to unpaid compassionate leave.

For casual employees, compassionate leave is unpaid leave.

## **46 PUBLIC HOLIDAYS AND WEEKEND WORK**

### **46.1 Public Holidays**

- a) Permanent Employees are entitled to the following public holidays without loss of pay: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, Sovereign's Birthday, Labour Day, Christmas Day and Boxing Day and any other day or part-day, declared or prescribed by or under a law of the State, or a region of the State as a public holiday.
- b) Substituted days  
In the event the Government declares or prescribes another day in substitution for a public holiday, the substituted day is the public holiday. For clarification purposes, this means that payment of the public holiday will only apply on the substituted day.
- c) Additional days  
Notwithstanding the substitution of public holidays, the Public Holidays Act 2010 (NSW) provides for an additional public holiday to be added when New Year's Day, Christmas Day or Boxing Day falls on a weekend. Where such a day has been declared as an additional public holiday, it will be treated as a public holiday.
- d) 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.

### **46.2 Payment for working on a public holiday**

- a) All time worked on a public holiday will be paid at their ordinary rate (including shift penalties) for the day. In addition to the ordinary rate (including shift penalties), the employee will also receive double time on the base rate.
- b) An employee whose ordinary hours of work are rostered on the day on which a public holiday falls must attend for work on such day.
- c) A public holiday shall count for the ordinary time in the rostered week. The minimum shift commencing on a public holiday is four (4) hours (at applicable public holiday rates). For the avoidance of doubt, time worked which is continuous (including time on another day) counts towards the 4 hour minimum.

#### **46.2.1 Employees working 8 hour Shifts**

Should a public holiday fall upon a day an employee is not rostered to work i.e. a non-rostered day (by virtue of the employee's ordinary hours) they will not receive payment for the public holiday.

#### **46.2.2 Employees working 10 hour shifts**

Employees who are rostered to work and perform work on a public holiday shall be paid the public holiday penalty rates, as prescribed in this Clause.

Should a public holiday fall upon a day an employee is not rostered to work (by virtue of the employee's ordinary hours) they will be paid 7.6 hours ordinary time pay for such public holiday.

#### **46.3 Public Holiday Manning Levels**

The maintenance of manning levels in the distribution centre on public holidays is vitally important to the operation of the business. To meet these requirements, employees have agreed to provide skilled coverage to 75% of normal requirements for these days and/or shifts. Where appropriate or necessary, a roster will be drawn to cover these days and/or shifts.

#### **46.4 Union Picnic Day**

A union picnic day shall be observed on the last Monday in February in each year or on such other day as is agreed between the parties. The picnic day shall be treated in the same manner as public holidays, pursuant to this Agreement.

By agreement, employees may nominate to take their picnic day in any of the following ways:

- a) With a period of annual leave, or:
- b) As a day off, at a time as agreed between the company and the employee, or:
- c) To work on the day on which the picnic day is observed and in which case, receive appropriate public holiday penalty rates for such work.

Where an employee elects to take their picnic day as time off, in accordance with Clause 46.4.a), 46.4.b) above, then any ordinary hours worked by the employee on the day on which the picnic day is usually observed, shall be paid for as ordinary time.

It shall be a requirement that each employee must take and/or be paid for the picnic day in the calendar year in which it falls due. Picnic days may not be accumulated from year to year.

#### **46.5 Saturdays and Sundays**

- 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 shall attract a loading of 100%.
- d) The minimum shift commencing on a Saturday or Sunday is four (4) hours. For the avoidance of doubt, time worked which is continuous (including time on another day) counts towards the 4 hour minimum.

#### **47 ANNUAL LEAVE**

An employee is entitled to accrue annual leave which equates to four (4) weeks per year and a shiftworker is entitled to 5 weeks per year.

An employee's entitlement to paid annual leave accrues progressively during a year of service according to the employee's ordinary hours of work and accumulates from year to year. 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.

As per the Fair Work Act, for the purpose of the additional week of annual leave provided a shiftworker is a seven day shiftworker who is regularly rostered to work on Sundays and public holidays. (Where an employee works for part of a year as a seven day shiftworker, that employee must have their annual leave increased for the time the employee is engaged as a seven day shiftworker by progressive accrual).

Peak periods for the purposes of this clause are the Easter, Christmas, School Holidays, and Monopoly promotion periods. In addition, Peak periods will also include unplanned volume promotions that may be announced by a customer or external events that drive large volume changes, such as concert tours, sporting events or similar.

#### Applying For Annual Leave

- a) Taking operational requirements into account, and looking to ensure fair distribution of leave, the Company will endeavor to facilitate employee leave requests. To support this, 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 times, the employees should apply no less than 14 days prior to the starting date of the proposed leave. The employer will give a response within seven (7) days of the application being received.
  - ii) In the case of annual leave during peak business periods, the Company may ask annually or biannually for expressions of interest /applications to be submitted to generate leave plans. In any event, leave applications during peak periods should be submitted no later than 2 months in advance.
  - iii) In cases where an employee requests to use annual leave in single day amounts for caring or other unforeseen emergency circumstances (as provided in Clause 43.2.c), this will be reviewed on a case by case basis.
  - iv) Preference will be given to employees who have not previously taken a period of leave in other peak periods. In Circumstances where everything is equal, the selection will be at random (e.g. Pulling names from a hat).
- b) An employee can elect to be paid as the leave falls or for the whole period of approved annual leave in the week prior to the leave being taken.
- c) If a public holiday falls within an employee's annual leave, as prescribed in the Agreement, 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.

#### **47.1 Annual Leave Loading**

- a) In addition to payment for a period of annual leave, employees shall be entitled to be paid a loading of 17.5% of the ordinary time rate, for the period of annual leave taken.
- b) **Provided that where the employee is a shift worker and the shift loading the employee normally receives is higher than the loading prescribed herein, then such shift loading shall be paid in lieu of the 17.5%.**

#### **47.2 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

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 47.1.

#### **47.3 Payment on Termination**

When the employment of an employee ends, the employee shall be entitled to payment of loading in respect of all accrued leave paid on termination including pro rata amounts.

#### **47.4 Disputes**

Any disputes arising from this Clause will be dealt with under the Disputes Procedure of this Agreement.

## **48 LEAVE TO DEAL WITH FAMILY AND DOMESTIC VIOLENCE**

**48.1** This Clause applies to all employees, including casuals.

### **48.2 Definitions**

(a) In this Clause:

**family and domestic violence** means violent, threatening or other abusive behaviour by a certain individuals known to an employee that seeks to coerce or control the employee and that causes them harm or to be fearful.

**An individual known to the employee** could mean:

- (i) an employee's close relative, being:
  - 1. Spouse or former spouse
  - 2. De facto partner or former de facto partner
  - 3. Child
  - 4. Parent
  - 5. Grandparent
  - 6. Grandchild
  - 7. Sibling
  - 8. Foster child
  - 9. An employee's current or former spouse or de facto partner's child, parent, grandparent, grandchild or sibling; or
  - 10. A person related to the employee according to Aboriginal or Torres Strait Islander kinship rules
- (ii) A member of the employee's household, or
- (iii) A current or former intimate partner of an employee

### **48.3 Entitlement to family and domestic violence leave**

An employee experiencing family and domestic violence is eligible to take 10days' of paid family and domestic violence leave each year. This includes full time, part time and casual employees. The entitlement is available in full immediately and resets on an employee's work anniversary. (Family and Domestic violence leave does not accrue).

A period of leave to deal with family and domestic violence may be taken in days or part days leave.

Employees can take this paid leave to deal with the impact of family and domestic violence that they are experiencing where it isn't practical to do this outside of their work hours.

Examples of the circumstances where leave may be taken, include, but are not comprehensive of:-

- Making arrangements for their safety or the safety of a close relative
- Accessing support services
- Attending appointments

### **48.4 Notice and evidence requirements**

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

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

- (i) must be given to the employer as soon as 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 this clause must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in Clause 48.4.

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

#### **48.5 Confidentiality**

(a) Employers must take steps to ensure information concerning any notice an employee has given, or evidence an employee has provided under Clause 48.4 is treated confidentially, as far as it is reasonably practicable to do so. This includes ensuring compliance with what is to be shown on an employee's payslip, in accordance with regulations 3.47 and 3.48 of the *Fair Work Regulations 2009*.

(b) Nothing in Clause 48 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.

Note: Information concerning an employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the employee. Employers should consult with such employees regarding the handling of this information.

#### **48.6 Compliance**

An employee is not entitled to take leave under this clause unless the employee complies with the requirements contained in the clause.

### **49 LONG SERVICE LEAVE**

- Employees are entitled to long service leave in accordance with the applicable long service leave legislation applying in the State of New South Wales (currently the Long Service Leave Act 1955 (NSW)). 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).

### **50 PARENTAL LEAVE**

Parental leave entitlements shall be in accordance with the *National Employment Standards* provisions of Part 2-2, Divisions 4, 5 of the *Fair Work Act 2009* and related legislation.

### **51 COMMUNITY SERVICE 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 five (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 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 role or function under a plan that was coping with emergencies / natural disasters; or  
Volunteer Fire fighting services (for example Rural Fire Service or Country Fire Authority, or
- State Emergency Service (S.E.S), or
- Civil defence body’ or
- Volunteer Emergency Rescue Service or the equivalent of these in any State or Territory of Australia

## **52 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 employees 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 five (5) days, any period in excess of the five (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.

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## **PART SIX – OTHER CONDITIONS**

### **53 JURY SERVICE**

Permanent Employees required to attend for jury service during ordinary working hours shall be reimbursed the difference between their normal pay for ordinary hours and the amount received for attendance for jury service and this will apply for whole duration of the jury service. ‘Normal pay’ shall mean the classification rate and shift allowances where applicable.

Employees must notify their manager as soon as possible of the date that they are required to attend.

Documentation of attendance, duration and amounts received are to be submitted.

### **54 CONSULTATION REGARDING MAJOR WORKPLACE CHANGE**

(a) Company to notify

(i) **Where Introduction of Major Change in the Workplace**

54.1. This term applies if the employer:

- a. has made a definite decision 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.
- 54.2. For a Major Change referred to in paragraph (54.1)a:
  - a. the employer must notify the relevant employees of the decision to introduce the major change; and
  - b. Subclauses (54.3) to (54.9) apply.
- 54.3. The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 54.4. 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.
- 54.5. 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 employed; 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.
- 54.6. However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 54.7. The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 54.8. 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 (54.2)(a) and subclauses (54.3) and (54.5) are taken not to apply.
- 54.9. 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
- 54.10. Consultation for implementation of new roster patterns
  - (a) The Company intends to provide employees with regular, reasonable hours of work. Where the Company proposes to implement a new roster pattern or patterns for an employee or employees, the Company will consult in accordance with clause 54.1 above.

(b) New roster patterns may be implemented one (1) month from the date consultation ceases (or earlier by agreement between an employee and the Company for that individual).

(c) It is the Company's intention to work with employees if and when the Company looks at developing new roster and shift patterns. The Company will engage with employees and their representatives, if any. When new patterns have been finalised, the Company will make rosters available as soon as is practicable.

(e) Where the Company proposes to implement a new roster pattern which would involve either:

- a "split-weekend" (i.e. non-consecutive days off, excluding RDOs where applicable); or
- then it requires mutual agreement with the individual impacted.

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

54.12. 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.

54.13. 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).

54.14. However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

54.15. The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.

54.16. In this term:

- "relevant employees" means the employees. The circumstances of individual employees (such as carer's responsibilities);
- Overall wellbeing of employees;
- Ensure that Safety is not compromised;
- Environmental Considerations
- Financial implications for employees; and
- Business needs

a) The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.

(b) These provisions are to be read in conjunction with other Agreement provisions concerning the scheduling of work and notice requirements.

## **55 DISPUTE SETTLEMENT 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:

- a) The Employee should discuss the matter with the appropriate supervisor.
- b) In the first instance, the parties will attempt to resolve the matter in dispute at the workplace by discussions between the effected employee(s) concerned and the relevant supervisor.
- c) If the Employee does not receive an answer after a reasonable period, or is not satisfied with the answer received, the Employee is to raise the matter with the manager. The Employee may choose to be accompanied by a representative, which could be a union delegate or official.
- d) The representative may interview the employee(s) concerned and the supervisor. The representative shall have reasonable access to resources (including photocopier, telephone, and notice board) to perform their role.
- e) Any employee involved in the grievance procedure steps shall be released on paid time.
- f) The parties to a grievance or dispute will take all reasonable steps to ensure that the following procedure is followed responsibly and expeditiously and will not unnecessarily delay any of the steps or the process generally. To this end, the parties agree that for unresolved matters, each step should be completed in a reasonable timeframe.
- g) If such discussions do not resolve the matter in dispute, the parties will arrange further discussions involving more senior levels of management as appropriate.
- h) If the grievance is unable to be resolved at the workplace, and all agreed steps for resolving it have been taken, either party may refer the grievance to Fair Work Commission (the Commission) for conciliation, and, if necessary, arbitration.
- i) The decision of the Commission will bind the parties, subject to either party exercising a right of appeal against the decision to a Full Bench.
- j) Until the dispute is determined, the status quo will remain. However while the grievance procedure is being conducted an employee must not unreasonably fail to comply with a direction by the company, nor will the grievance process, being undertaken, hinder the commercial viability or operation of the company.
- k) The Commission shall have the power to do all such things as are necessary for the just resolution or determination of the grievance. This includes the exercising of procedural powers in relation to directions, hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective.
- l) At any stage of the process, an employee is entitled to a representative of their choice which may include a representative or union official

## **56 PRESENTATION, PROVISION OF UNIFORMS AND PROTECTIVE CLOTHING**

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, a vest or bomber jacket and six (6) pairs of socks.

Replacement of uniform items will occur on the anniversary date of the employee's commencement with Martin Brower. The employee is required to submit a request form, requesting which uniform pieces they are wanting replaced.

Employees may request that parts of their uniform be replaced earlier on a fair wear and tear (exchange) basis. All uniform items, including safety boots must be returned when leaving the

Company, prior to final payment being received. 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).

#### **56.1 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
- High visibility vest (where appropriate)
- Freezer suit
- With the introduction of new technology in clothing, the company may replace personal protective equipment with other items as deemed necessary. For example the issuing of thermal underwear may replace the need to issue employees with chiller jacket

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.

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 that the company can purchase safety shoes for. To receive this reimbursement the employee must submit a copy of the tax invoice / receipt. As at the time of making this agreement the cost is between \$81 - \$180.

#### **57 INTRODUCTION OF NEW TECHNOLOGY**

When new technology is introduced into the business, the company shall hold discussions with the employees and their delegates, as a means of explaining the new technology.

Should the introduction of the new technology require employees to use or acquire skills, which are above those, which they currently have, discussions shall occur with the union in relation to the matter. Such discussions shall focus on issues related to training and development needs, which shall be required by employees arising from the introduction of the new technology.

#### **58 JOINT CONSULTATIVE COMMITTEE (JCC) MEETINGS**

It is a requirement of this Agreement that Joint Consultative Committee (JCC) meetings be held on a regular basis. These meetings are currently held monthly, however the frequency may change as required and upon agreement with the JCC.

The purpose of these meetings will be to communicate relevant information to all employees. The JCC will discuss such matters as:

- training programs
- recruitment
- consultation and relevant issues that affect employees in the workplace (including Uniforms)

If the JCC covers more than one shift then there will be a union representative from each shift.

The duration of JCC Meetings shall be limited to no more than 30 minutes, unless prior approval for a longer meeting has been given by management.

This clause does not replace the provisions under the Consultation Regarding Major Workplace Change provisions in the Agreement.

**59 WAREHOUSE HOUSE-KEEPING**

It shall be the responsibility of each shift to ensure that proper and adequate housekeeping standards are maintained.

It shall be the responsibility of all employees and the company to adopt a Clean as you go process to ensure that the proper standards are maintained.

**60 DRUG AND ALCOHOL POLICY**

The parties to this agreement have agreed that a zero tolerance approach should be taken in relation to the matter of Drugs and Alcohol in the workplace.

**61 SIGNATORIES TO AGREEMENT**

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

Name \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Explanation of  
persons authority to  
sign \_\_\_\_\_

**Witnessed by** \_\_\_\_\_

Name \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

**SIGNED FOR AND ON BEHALF OF UNITED WORKERS UNION**

Name \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Explanation of  
persons authority to  
sign \_\_\_\_\_ Bargaining Representative

**Witnessed by** \_\_\_\_\_

Name \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

## APPENDIX 1 – TABLE OF WEEKLY WAGE RATES & ALLOWANCES

### Wage Rates

The following table represents the Grades and weekly rates of pay:

| Grade   | Current Rates<br>as at<br>01/08/2023 | First full Pay<br>Period on or<br>after<br>1/08/2024<br>(4%) | First full Pay<br>Period on or<br>after<br>1/01/2025<br>(1.5%) | First full Pay<br>Period on or<br>after<br>1/08/2025<br>(4%) | First full Pay<br>Period on or<br>after<br>1/08/2026<br>(4%) |
|---------|--------------------------------------|--------------------------------------------------------------|----------------------------------------------------------------|--------------------------------------------------------------|--------------------------------------------------------------|
| Trainee | \$969.15                             | \$1007.92                                                    | \$1023.03                                                      | \$1063.95                                                    | \$1106.51                                                    |
| Level 1 | \$1,107.16                           | \$1151.45                                                    | \$1168.72                                                      | \$1215.46                                                    | \$1264.09                                                    |
| Level 2 | \$1,321.99                           | \$1374.87                                                    | \$1395.49                                                      | \$1451.31                                                    | \$1509.36                                                    |
| Level 3 | \$1,490.17                           | \$1549.78                                                    | \$1573.02                                                      | \$1635.94                                                    | \$1701.38                                                    |
| Level 4 | \$1,640.75                           | \$1706.38                                                    | \$1731.98                                                      | \$1801.25                                                    | \$1873.30                                                    |
| Level 5 | N/A                                  | \$1740.51                                                    | \$1766.62                                                      | \$1837.29                                                    | \$1910.78                                                    |

The following table represents the Allowances that will be applicable during the life of the Agreement.

| Allowance                   | Current Rates<br>as at<br>01/08/2023 | First full Pay<br>Period after<br>1/08/2024 | First full Pay<br>Period after<br>1/01/2025 | First full Pay<br>Period after<br>1/08/2025 | First full Pay<br>Period after<br>01/08/2026 |
|-----------------------------|--------------------------------------|---------------------------------------------|---------------------------------------------|---------------------------------------------|----------------------------------------------|
| Freezer (per hr)            | \$3.05                               | \$3.17                                      | \$3.22                                      | \$3.35                                      | \$3.48                                       |
| First Aid (per<br>week)     | \$40.58                              | \$42.20                                     | \$42.84                                     | \$44.55                                     | \$46.33                                      |
| Dock & Chiller<br>(per day) | \$12.52                              | \$13.02                                     | \$13.22                                     | \$13.74                                     | \$14.29                                      |
| Clothing (per<br>week)      | \$14.58                              | \$15.16                                     | \$15.39                                     | \$16.01                                     | \$16.65                                      |
| Meal (per day)              | \$21.16                              | \$22.01                                     | \$22.34                                     | \$23.23                                     | \$24.16                                      |
| Slip Sheet (per<br>hour)    | \$4.35                               | \$4.52                                      | \$4.59                                      | \$4.78                                      | \$4.97                                       |

## APPENDIX 2 – CLASSIFICATIONS

| Level          | Operative                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Trainee</b> | <p><b>DC Operator.</b></p> <p>At this level will be required to complete:</p> <ul style="list-style-type: none"> <li>• Employee Induction Program</li> <li>• Basic Manual Handling Techniques</li> <li>• Use of all non-licensed MHE (where applicable)</li> <li>• Understand and comply with Quality requirements,</li> <li>• Warehouse activities including but not limited to stock counting and order picking in Dry (Ambient) areas of the DC</li> <li>• Warehouse Cleanliness</li> <li>• Basic computer operation and administration duties as required</li> <li>• Responsible for following set processes and maintaining safety</li> <li>• Other duties as required from time to time.</li> </ul>                                                                                                                                                                                                                                                    |
| <b>1</b>       | <p><b>DC Operator.</b></p> <p>Subject to Clause 31, Commitment to Training, at the completion of 6 months as a Trainee DC Operator, the employee will become a level 1. Employees at level 1 will be required to be competent in and complete:</p> <ul style="list-style-type: none"> <li>• Use of all non-licensed MHE (where applicable)</li> <li>• Understand and comply with Quality requirements,</li> <li>• Warehouse activities including but not limited to stock counting and order picking in all areas of the DC</li> <li>• Loading and unloading of product</li> <li>• Warehouse Cleanliness</li> <li>• Basic computer operation and administration duties as required</li> <li>• Responsible for following set processes and maintaining safety</li> <li>• Other duties as required from time to time.</li> <li>• Checks of Incoming goods (DQMP)(QIP)</li> <li>• Loading of local and remote delivery vehicles</li> <li>• Transfers</li> </ul> |
| <b>2</b>       | <p><b>DC Operator</b></p> <p>Subject to Clause 31, Commitment to Training, at the completion of 12 months as a Level 1 DC Operator, the employee will become a level 2. Employees at level 2 will be required to be competent in and complete:</p> <ul style="list-style-type: none"> <li>• All functions of a Level 1 DC Operator</li> <li>• Use of licensed MHE, including high-reach</li> <li>• Forklift attachments (e.g. slip-sheeting)</li> <li>• Complete stock rotations</li> <li>• Trouble shoot and find missing stock in conjunction with the inventory team</li> </ul>                                                                                                                                                                                                                                                                                                                                                                           |
| <b>3</b>       | <p><b>DC Operator</b></p> <p>Subject to Clause 31, Commitment to Training, at the completion of 12 months as a Level 2 DC Operator, the employee will become a level 3. Employees at level will be required to be competent in and complete:</p> <ul style="list-style-type: none"> <li>• All functions of a Level 1 and Level 2 DC Operator</li> <li>• Stock rotation process auditing</li> <li>• Inventory Procedures</li> <li>• May be appointed as Crew Trainers</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |

|   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|---|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 4 | <p><b>Leading Hand - Warehouse</b></p> <p>Leading Hands will be appointed on an as need basis. Employees at level will be required to be competent in and complete:</p> <ul style="list-style-type: none"> <li>• Complete all functions of a Level 1, Level 2 and Level 3 DC Operator</li> <li>• Coordination of work in a team environment</li> <li>• Ensuring that their team is adhering to DQMP, Safety and other national requirements</li> <li>• Exercise good interpersonal and communication skills</li> <li>• Conducting audits of Pick Schedules</li> <li>• required</li> <li>• Demonstrates and applies high problem solving skills within defined procedure</li> <li>• Undertake and maintain damaged stock process incorporating WMS, QA and safety requirements.</li> <li>• Escalate issues regarding instances of mal-practice or mis-conduct.</li> <li>• Ensure Clean as you go practices are followed.</li> <li>• Co-ordinate Stock rotations</li> <li>• Ensure staff comply with rest, break and freezer break times.</li> <li>• Undertake the weekly Good Warehouse Practice (GWP) audit.</li> <li>• Co-ordinate Loading of Trucks</li> <li>• Modify Carton totals and adjust pick face locations in WMS</li> <li>• Liaise with Transport in relation to the Busted Loads and Co-ordinate Loading Requirements</li> <li>• Co-ordinate and Audit high security items e.g Monopoly</li> <li>• Utilise JDE to Wave and Invoice Ops Supply Orders</li> </ul> |
| 5 | <p><b>Crew Trainer</b></p> <p>Crew Trainers are certified training roles and are appointed on an as need basis. Crew Trainers are required to hold or be able to achieve formal qualifications in training (Certificate IV in Workplace Training and Assessing or equivalent). Where the qualifications are not held, these must be obtained within 3 months of commencing in the role.</p> <p>Crew Trainers are required to complete the following:</p> <ul style="list-style-type: none"> <li>• Deliver hands on training, ensuring application of consistent training methodology amongst Warehouse Employees which align with company policies and procedures.</li> <li>• Undertake, rate and sign off on competency assessments.</li> <li>• Engage, participate and contribute to the development and maintenance of warehouse training records.</li> <li>• Maintain the Warehouse Training Matrix and update training records.</li> <li>• Employees at Crew Trainer level will be required to complete the functions of a DC Operator as and when assigned</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                 |

### APPENDIX 3 – 12 HOUR SHIFT GUIDELINES

It is acknowledged that as per the 12 hour shift provisions that by trading in the 20 minutes of breaks per day, the average 38 hour week is achieved through the working of three (3), 12 hour shifts.

- a) These provisions will apply to employees who work on a 12 hour shift arrangement for so long as the 12-Hour Shift arrangements are being worked by the company and its employees.
- b) For the avoidance of doubt, nothing:
  - i. prevents employees volunteering to move to an 8 or 10 hour shift arrangement, or other shift pattern;
  - ii. prevents the Company employing new employees on an 8 and/or 10 hour shift or other shift pattern arrangement

The basis of the 12 hour shift roster is reflected in the table below:

|                      | Sunday |       | Monday |       | Tuesday |       | Wednesday |       | Thursday |       | Friday |       | Saturday |       |
|----------------------|--------|-------|--------|-------|---------|-------|-----------|-------|----------|-------|--------|-------|----------|-------|
| <b>Day Shift A</b>   | OFF    | OFF   | 07:00  | 19:00 | 07:00   | 19:00 | 07:00     | 19:00 | OFF      | OFF   | OFF    | OFF   | OFF      | OFF   |
| <b>Day Shift B</b>   | OFF    | OFF   | OFF    | OFF   | OFF     | OFF   | OFF       | OFF   | 07:00    | 19:00 | 07:00  | 19:00 | 07:00    | 19:00 |
| <b>Night Shift A</b> | OFF    | 19:00 | 07:00  | 19:00 | 07:00   | 19:00 | 07:00     | OFF   | OFF      | OFF   | OFF    | OFF   | OFF      | OFF   |
| <b>Night Shift B</b> | OFF    | OFF   | OFF    | OFF   | OFF     | OFF   | OFF       | 19:00 | 07:00    | 19:00 | 07:00  | 19:00 | 07:00    | OFF   |

- i. Notwithstanding the above provisions and shifts patterns, Employees may be rostered to work up to 12 hours of ordinary time, on any day Monday to Saturday inclusive, subject to:
    - An employee will not be rostered to work more than 3 days of 12 ordinary hours per day in any week.
    - At least 2 of the rostered days must be consecutive.
    - Existing employees will not be directed to move from their current shift arrangement as a result of the introduction of this provision.
  - ii. Existing employee is defined as a permanent or permanent part-time employee who was on the company payroll on or before 31 July 2012.
- c) Shift Loadings for Night Shift – employees rostered to work night shift under this Clause shall receive a 30% loading in addition to their normal classification rate of pay.
  - d) Employees will receive 85 minutes of breaks in each 12 hour shift. NOTE – 20 minutes per day in breaks has been traded off so that in each 6th week, employees shall not need to work 1 additional 12 hour shift in order to achieve an average 38 hour week. It will be accepted that by trading in the 20 minutes of breaks per day, the average 38 hour week is achieved.
  - e) Where employees are working an overtime shift, the following rules will be applied regarding breaks:
    - An employee who works an overtime shift for ten (10) hours or more shall be entitled to the same paid break as the employees working the shift as an ordinary time shift.
    - Employees working an overtime shift of up to 6 hours shall be entitled to a 20 minute paid break.
    - Employees working an overtime shift for more than 6 hours but less than 10 hours shall be entitled to a second 20 minute paid break.
  - f) The divisor for calculating the ordinary time rate of pay, for overtime purposes will be 1/38 of the weekly wage as set out in the wages tables.
  - g) Sick Leave – employees shall receive the following sick leave entitlement per annum in relation to the 12 Hour Shifts:
    - 12 days at 12 hours per day.

- Sick leave shall accrue on the basis of each completed month of service. For each completed month of service, an employee shall accrue 1 day of sick leave.
- h) Public Holidays – the following shall apply with regards to public holidays:
- Employees who are rostered to work on a public holiday shall be paid at existing public holiday penalty rates.
  - Employees who are not rostered to work on a public holiday because it does not form part of their ordinary hours of work, will be paid 7.6 hours ordinary time pay for such public holiday. For the purpose of clarity, this provision also applies to any employees who are engaged on a 12 hour shift roster after the commencement date of this agreement.
  - An employee whose ordinary hours of work are rostered on the day on which a public holiday falls must attend for work on such day.
- i) Allocation of Overtime – the following will be put in place regarding the allocation of overtime: Where overtime is available, the company shall take reasonable steps to ensure that such overtime is made available to all permanent employees. Such reasonable steps will include:
- Advising the employees that overtime is available.
  - Asking employees to nominate to work the overtime.
  - Creating a roster of available overtime work in each week that employees can nominate to work. The creation of such a roster shall operate on a mutual responsibility basis. It will be the responsibility of management to identify the overtime that is available and to advise employees of such availability. It will be the responsibility of individual employees to nominate to work the available overtime.
  - Management shall ensure that overtime is distributed in a fair manner between those employees who wish to work it. Such assurances will include a guarantee by management that available overtime on the roster shall be made available firstly to those permanent employees of the company who have nominated to work the overtime.
  - In circumstances where an employee who had nominated to work overtime on the roster is not given such opportunity and instead, the company engages a casual employee to do overtime, so as not to disadvantage the permanent employee, he/she is to be compensated by being given overtime on the very next shift of an equivalent number of overtime hours. Any disputes concerning the operation of this provision shall be referred to Management.
  - If a sufficient or adequate number of permanent employees do not nominate to work the overtime or are unavailable to do so, it shall be the right of management to then allocate such overtime work to casual employees.
  - An employee may not work overtime immediately following the completion of an ordinary 12 hour shift.
- j) Where Saturday forms part of the normal thirty six (36) hours, ordinary time plus a fifty (50)% loading will apply.
- k) Other Conditions – (Shift Work)
- A casual employee on shift work shall receive the appropriate percentage loading as prescribed in this Clause and, in addition to, the casual loading. The casual loading shall not be calculated with reference to the rate which includes the shift loading, and the shift loading shall not be calculated with reference to a rate which includes the casual loading.
  - Employees may be required to transfer to or from shift work or a particular system of shift work, upon not less than seven days' notice, to meet the needs of the business.

Employees have agreed to the staggering of all breaks to meet the requirements of Company and labour availability. Where possible the Company is committed to ensuring that staggering is accomplished in a way that minimises the disruption to individuals and their pattern of work breaks. Where circumstances arise, individuals can be directed to alter their breaks, on a short-term basis, to assist in meeting the situation on that day or shift. (As far as possible, breaks will be before or after, but adjacent to, existing breaks)

## **OVERTIME**

An employee may not work overtime immediately following the completion of an ordinary 12 hour shift.

## **APPENDIX 4 – UNION MATTERS**

### **1. Freedom of Association and Union Recognition**

The company recognises the United Workers Union as being the union that shall be entitled to represent warehouse employees at the sites covered by this Agreement and for so long as such employees indicate that they wish to be represented by such union.

- a. The company will not take any actions or make any statements that will directly or indirectly state or imply opposition by the company to warehouse employees electing to join or remain members of the National Union of Workers- New South Wales Branch.
- b. 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.

### **2. Payroll Deductions**

At the request of any member of the United Workers Union employed by the company, the Company shall deduct the appropriate amount of union dues from the employee's pay and remit such dues to the Union

at monthly intervals. The relevant employee authority shall be satisfied where a payroll deduction authority form is provided to the company, by the employee.

### **3. Right of Entry**

In accordance with the rights and obligations of the fair Work Act, a duly accredited representative of the United Workers Union will have the right to enter the company's premises for such allowable matters consistent with the *Fair Work Act*. . Entry to the site will be governed by the requirements of the Act and by the rules applicable to visitors to the site.

## **WORKPLACE DELEGATE RIGHTS**

Before exercising entitlements under this Appendix, a workplace delegate must give the Company written notice of the appointment or election as a workplace delegate. If requested, the workplace delegate must present the Company with evidence that would satisfy a reasonable person of their appointment or election.

The Company will then recognise those persons who are elected as being the Site Union Delegate(s) by the employees, as being the on-site representatives of the Union. Provided that the company will not be required to recognise more than two (2) persons, per shift, as being Site Delegates. An employee who ceases to be a workplace delegate must give written notice to the Company within 14 days.

Delegates will be allowed, subject to the agreement of management, reasonable paid time to conduct on-site business, including membership recruitment, with new employees and access to new employees during the onboarding process. 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. The Company will provide workplace delegates with reasonable access to the use of workplace facilities and equipment such that they can undertake their on site business.

Workplace Delegates may represent the industrial interests of eligible employees who wish to be represented by the workplace delegates 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 delegate's organisation with enterprise bargaining; and
- f) Any process or procedure within the Agreement or policy of the employer under which eligible employees are entitled to be represented and which concern their industrial interests.

A workplace delegate's entitlements under this Appendix are subject to 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 Company, including the Code of Conduct and requirements in relation to occupational health and safety and acceptable use of any company resources and equipment
- 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.

4. The Company 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.

**1. Trade Union Training**

It is agreed that the Company shall release eligible employees to attend Trade Union Training, subject to the following qualifications. Leave is limited to five (5) days in each calendar year, per eligible workplace delegate. Unused leave in one year is not cumulative to the next year. Only duly elected site union delegates, shall be eligible to request such leave and no more than four (4) delegates may be absent on such leave, at the same time.

- a. The courses or purposes for which leave is to be granted are those on which both the company and the union agree are relevant.
- b. The Company shall pay to each delegate the amount they would have been paid for the hours the 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. The Company will not be responsible for any costs, which are associated with the attendance of a delegate at such training.
- c. The Company shall be provided with as much notice of such training, and not less than 5 weeks' notice, as is reasonably possible. Notwithstanding these notice requirements, the Company and the delegate may agree to a shorter notice period. Where less than two (2) weeks' notice is given to the company, it shall be the right of the company to refuse to release the employee to attend such training.
- d. The Company will be consulted as to the content of any proposed training and will be provided with a course outline, at the time that notice of the intention to commence such leave, is given. Leave may be granted where the courses to be attended are such so as to improve the employee's knowledge of industrial relations and related issues. As a minimum, a request to attend such training would require a letter, addressed to the site manager and which included details as to the content of the course. The workplace delegate must also provide the Company with evidence of their attendance at the training.
- e. The Company will advise the workplace delegate no less than 2 weeks from the day on which any training is scheduled to commence, whether the workplace delegates attendance at the training has been approved. Such approval will not be unreasonably withheld, however it noted that the Company can refuse to authorise such leave, if the taking of such leave would cause operational difficulty to the business or was intended to occur at a time of peak business activity.