



**AUSTRALIAN PHARMACEUTICAL INDUSTRIES
WESTERN AUSTRALIA ENTERPRISE AGREEMENT 2024**

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PART 1 APPLICATION AND OPERATION OF THE AGREEMENT

1.1 Title

This Agreement shall be known as the Australian Pharmaceutical Industries Western Australian Enterprise Agreement 2024 ('Agreement').

1.2 Period of Operation

The Agreement shall commence operation seven (7) days after approval by Fair Work Commission and shall nominally expire on the earlier of 4 years after the Fair Work Commission approve the Agreement, or 19 September 2028.

1.3 Anti-Discrimination

It is the intention of the parties to this agreement to achieve the principal object in 3(e) of the Fair Work Act (Cth) 2009 ("Act").

1.4 Renegotiation of the Agreement

The Employer, the Employees, and the Unions ('parties') agree to commence negotiations for a new enterprise agreement to succeed this Agreement at least 3 months before the nominal expiry date of this Agreement. The parties' intention is to conclude these negotiations prior to the nominal expiry date.

Should negotiations for a new enterprise agreement not be finalised prior to the nominal expiry date of this Agreement, the rates of pay and conditions prescribed by this Agreement will continue to be observed for all Employees by the Employer.

1.5 Parties to the Agreement

The Agreement shall be binding upon:

Australian Pharmaceutical Industries Pty Ltd (ACN 000 004 320) of Level 14 Brookfield Place Tower 2, 123 St. George's Terrace Perth WA 6000 ('Employer'); and

The United Workers' Union, 833 Bourke Street, Docklands Vic 3008 ('Union'); and

The Shop, Distributive and Allied Employees' Association (Western Australia), Level 5, 25 Barrack Street, Perth WA 6000 ('Union'); and

All persons employed by the Employer in the State of Western Australia, who perform work covered by the classification structure set out in Appendix A of this Agreement ('Employees').

1.6 Coverage of the Agreement

The Agreement shall apply to all persons employed by the Employer in the State of Western Australia, except those employees in Management roles, who perform work covered by the classification structure set out in Appendix 'A' of this Agreement ('Employees').

1.7 Interpretation of this Agreement

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

This is a full comprehensive Agreement that operates to the exclusion of any other award or agreement.

1.8 No Extra Claims

It is a term of this Agreement that neither party shall pursue any extra claims during the

life of this Agreement, except where consistent with the decision of the Fair Work Commission.

1.9 Objectives

In order to adapt to changing market conditions and customer demands, the Employer is committed to a process of excellence and continuous improvement which is designed to:

- Provide a level of customer service., customer facilities, an overall customer value unequalled by any other employer in the retail or pharmaceutical distribution industries;
- increase productivity without additional costs to customers;
- improve efficiency and minimise waste.

In order to enhance job security, the Employer will throughout the period of the Agreement, review the business needs and determine its ability to employ permanent staff in the Employer's workforce.

The arrangements outlined in this Agreement are intended to support these customer service and productivity objectives, as well as provide a meaningful and responsible environment for all Employees.

1.10 Commitments

This Agreement gives effect to the intention of the parties to establish significant improvement in efficiency and performance. The improvements will be achieved through improved workplace relations and employment practices to ensure major benefits to the Customer, the Employer, Employees, and the community generally.

The scope of the Agreement will include issues such as improved classification structures, career paths and training to encourage greater customer service quality and job satisfaction, together with the development of performance indicators (benchmarks) to measure efficiency levels and improvements in various aspects of the operation. These performance indicators may include items such as safety, attendance, quality (issues such as reduction of picking errors, damages, etc.), customer service waste management (including power and general resources) and other issues that may arise by mutual agreement.

In seeking to achieve the objectives of this Agreement, the Employer's management, Employees, and the Union commit to conduct themselves in accordance with the Employer's Values, which are:

- Respect
- Unity
- Initiative
- Excellence

PART 2 COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

2.1 Introduction of Change

2.2.1 This term applies if the employer:

- (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
- (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

2.1.2 For a major change referred to in paragraph 2.1.1(a):

- (a) the employer must notify the relevant employees of the decision to introduce the major change; and
- (b) subclauses 2.1.3 to 2.1.9 apply.

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

2.1.4 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.

2.1.5 As soon as practicable after making its decision, the employer must:

- (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
- (b) for the purposes of the discussion—provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.

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

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

2.1.8 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 2.1.2(a) and subclauses 2.1.3 and 2.1.5 are taken not to apply.

2.1.9 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.

Change to regular roster or ordinary hours of work

2.1.10 For a change referred to in paragraph 2.1.1(b):

- (a) the employer must notify the relevant employees of the proposed change; and
- (b) subclauses 2.1.11 to 2.1.15 apply.

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

2.1.12 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.

2.1.13 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).

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

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

2.1.16 In this term:

relevant employees means the employees who may be affected by a change referred to in subclause 2.1.1.

2.2 Disputes Procedure

- a) If a dispute relates to:
 - i) a matter arising under this Agreement; or
 - ii) the NES;this term sets out procedures to settle the dispute.
- b) An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term. A representative can include an authorised representative of the Union (including a Union site representative) if the Employee chooses.
- c) In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee or Employees and relevant supervisors and/or management.
- d) If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.
- e) The Fair Work Commission may deal with the dispute in 2 stages:
 - i) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - ii) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - a. arbitrate the dispute; and
 - b. make a determination that is binding on the parties.

Note: *If Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.*
A decision that Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.
- f) While the parties are trying to resolve the dispute using the procedures in this term:
 - i) an Employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
 - ii) an Employee must comply with a direction given by the Employer to perform other available work at the same workplace, or at another workplace, unless:
 - i) the work is not safe; or
 - ii) applicable occupational health and safety legislation would not permit the work to be performed; or
 - iii) the work is not appropriate for the Employee to perform; or
 - iv) there are other reasonable grounds for the Employee to refuse to comply with the direction.
- g) The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.

2.3 Essential Medicines

The Union and Employees recognise the Employer's obligation to assemble and distribute lifesaving ethical, hospital products and equipment, and pharmacy-only products and equipment at all times. The Union and Employees agree not to stop, disrupt, or otherwise interfere with the receipt, assembly and distribution of those products and equipment at any time.

2.4 Employee Counselling and Corrective Procedure

Preamble

This procedure is designed to encourage and improve good work practices, performance and individual conduct. The procedure will also prescribe steps for giving guidance and, in appropriate cases, taking disciplinary action.

Administration of Procedure

- a) Apart from offences or misconduct justifying summary dismissal, unsatisfactory attendance and work performance of a less serious nature should be dealt with in accordance with the following steps.
- b) An Employee at any time can request the presence of a support person which may include a union delegate or other representative.
- d) If appropriate in the circumstances (eg, having regard to the seriousness or repeated nature of the misconduct) a final warning or other disciplinary outcome may be issued without being preceded by any or all of the steps 1 to 3.

Step 1 – Counselling

The immediate Manager or Supervisor concerned should:

- a) Discuss the misconduct/underperformance issue with the Employee.
- b) Advise the Employee of the standards of performance, attendance or conduct etc. expected.
- c) Agree on specific action and standards required to be taken and set a date for review.
- d) Should the same situation or problem recur, the procedure set out in Step 2 below should then be followed:

Note: Records should be made for each step with a copy retained by the Supervisor/Manager, a copy to the Employee's history file, and a copy for the Employee.

Step 2 - First Warning

- a) Review previous misconduct/underperformance.
- b) Indicate insufficient responses to previous counselling and discuss reason why.
- c) Indicate to Employee the consequence of continued lack of improvement.
- d) Discuss possible solutions to the problem.
- e) Wherever possible, agree on action to be taken and set further date for review.
- f) Should the same misconduct/underperformance or situation again recur within a reasonable period the procedure in Step 3 should be followed.

Step 3 -Second Warning

- a) Restate the misconduct/underperformance.
- b) Restate the agreed corrective action.
- c) Indicate to the Employee the action now being taken, i.e. a second warning will now be administered.

- d) Warn the Employee that further repetition of the misconduct/underperformance or failure to improve may result in a final warning.
- e) Record the disciplinary outcome, with a copy of the 'Record of Interview' to be served to the Employee.
- f) Should there be further recurrence of the misconduct/underperformance, Step 4 of this procedure should be followed.
- g) Prior to administering a warning, the Supervisor/Manager concerned shall consult the Departmental Manager and the People Engagement Manager or equivalent.

Step 4 -Final Warning

- a) If the misconduct/underperformance is repeated or continues, a final warning will be issued.
- b) Once again, the misconduct/underperformance should be restated and the Employee warned that failure to improve within a reasonable period will result in dismissal. Final warnings should be recorded as in Step 3(e) above.

Step 5 -Dismissal

- a) If counselling, first, second and final warnings have proved to be ineffective there is no alternative but to dismiss the Employee.
- b) If dismissal becomes necessary, the action should be discussed with the Site Manager and the relevant People Engagement Representative prior to any action being taken.
- c) The Employer representative will restate the offence or problem giving rise to the dismissal and restate the corrective action which was previously agreed upon.
- d) The Employer representative will advise the Employee that as they have failed to comply with previously agreed corrective action, dismissal is being considered as a last resort, and ask if there are any reasons the Employee can give that termination should not proceed.

The Manager will consider the Employee's response and any other relevant matters prior to determining if termination of employment will occur.

PART 3 EMPLOYMENT CONDITIONS

3.1 Employment Categories

3.1.1 Permanent Employment

Permanent Employees, being full-time and part-time Employees, shall be engaged on an ongoing basis.

Full-time Employees shall work an average of 38 hours per week over a 4-week period.

3.1.2 Casual Employment

An Employee at Grade 1 or 2 of the Classification structure in Appendix A of this Agreement may be employed as a casual Employee.

A casual Employee is one engaged on an hourly basis, with no firm advance commitment to continuing and indefinite work, or in accordance with an agreed pattern of work.

The minimum engagement for casual Employees shall be four (4) hours per occasion.

A casual Employee shall be paid the applicable casual minimum hourly wage rate set out

in the table in clause 4.2 Wages plus a 25% loading on the casual base rate of pay specified in the casual rates of pay table in clause 4.2 for all work performed within the spread of ordinary hours up to 38 hours in a weekly cycle. The casual loading is paid in lieu of paid leave and other entitlements that apply to full-time and part-time employees. The casual loading shall not be paid on overtime hours.

3.1.3 Part-time employment

A part-time Employee is an Employee who:

- (a) works less than full-time hours of 38 per week; and
- (b) has reasonably predictable hours of work.

At the time of engagement, the Employer and the part-time Employee must agree in writing on a regular pattern of work specifying at least the hours worked each day, which days of the week the Employee will work and the actual starting and finishing times each day. Any agreed variation to the regular pattern of work will be in writing. The regular pattern of work may be varied by a further written agreement between an Employee and the Employer.

A part-time Employee must be engaged for minimum of four (4) continuous hours per occasion.

A part-time Employee will be paid per hour 1/38th of the weekly rate of pay prescribed for a full-time Employee at the same classification contained in clause 4.2 – Wages and Wage Increases.

Any hours worked in excess of a part-time Employee's agreed regular pattern of working hours will be treated as overtime.

3.2 Casual Conversion

Casual Employees are an important part of our team providing the Employer with the flexibility required to meet its Customer Service Standards. Offers and requests for conversion from casual employment to full-time or part-time employment will be managed in accordance with the NES.

3.3 Stand Down

The Employer may stand down Employee(s) without pay if the Employee(s) cannot be usefully employed due to any strike, industrial action, breakdown of machinery or other cause for which the Employer cannot reasonably be held responsible. Such stand downs shall not in any way affect the Employee's continuity of service or other entitlements which depend on continuity of service.

3.4 Termination of Employment

3.4.1 Notice of termination by Employer

In order to terminate the employment of a Permanent Employee, the Employer shall give to the Employee the following notice.

Period of continuous service	Period of notice
Less than 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

In addition to the notice above, Employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, shall be entitled to an additional week's notice.

The Employer may provide payment in lieu of all or part of the notice period.

3.4.2 Notice of termination by Employee

The notice of termination required to be given by a permanent Employee shall be one

week's notice.

If an Employee who is at least 18 years of age fails to give the appropriate period of notice, the Employer shall have the right to deduct from wages due to the Employee under this Agreement an amount which is no more than one week's wages for the Employee, provided that:

- a) if the Employer has agreed to a shorter period of notice than that required under this subclause 3.4.2 then no deduction can be made under this clause; and
- b) any deduction made under this clause must not be unreasonable in the circumstances.

3.4.3 Instant or Summary Dismissal

Notwithstanding the provisions above, the Employer shall have the right to dismiss any Employee without notice for serious misconduct and in such cases the wages shall be paid up to the time of dismissal only.

3.5 Redundancy

Redundancy pay for each Employee whose employment is terminated due to redundancy, the severance pay will be as follows:

Years of Service	Under 45 years of Age Entitlement	45 years of age and Over Entitlement
Less than 1 year	Nil	Nil
1 year & less than 2 years	4 weeks	5 weeks
2 years & less than 3 years	7 weeks	8 weeks
3 years & less than 4 years	8 weeks	9 weeks
4 years & less than 5 years	9 weeks	10 weeks
5 years & less than 6 years	11 weeks	12 weeks
6 years & less than 7 years	12 weeks	13 weeks
7 years & less than 8 years	14 weeks	15 weeks
8 years & less than 9 years	15 weeks	16 weeks
9 years and over	17 weeks	17 weeks

3.5.1 Transfer to lower paid duties

Where an Employee is transferred to lower paid duties by reason of redundancy the same period of notice must be given as the Employee would have been entitled to if the employment had been terminated and the Employer may, at the Employer's option, make payment instead of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rate of pay for the number of weeks of notice still owing.

3.5.2 Employee leaving during notice period

An Employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The Employee is entitled to receive the benefits and payments they would have received under clause 3.5 – Redundancy had they remained in employment until the expiry of the notice but is not entitled to payment instead of notice.

3.5.3 Job search entitlement

- a) An Employee given notice of termination in circumstances of redundancy must 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.
- b) 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 must, at the request of the Employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose, a statutory declaration is sufficient.

3.5.4 Long Service Leave

Employees with more than 5 years' service will be paid pro rata long service leave in the case of redundancy.

3.5.5 Certificates of Service

The Employer will, on request, provide each Employee with two Certificates of Service stating their work classification and the reason for their termination of employment.

3.5.6 Death of an Employee

If an Employee who is entitled to redundancy payments and benefits dies before those payments and benefits are received, then those payment and benefits will be paid to their Estate.

PART 4 WAGES AND RELATED MATTERS

4.1 Classifications

Agreement Classifications are outlined in **Appendix A** of the Agreement.

4.2 Wages and Wage Increases

The minimum wage rates that will be paid to Employees during the life of this Agreement are set out in the tables below for Permanent Employees and casual Employees, respectively:

Full-time & Part-time Employees

Grade	Wage Date	Last Agreement	Wages from First Full Pay Period to Commence on or After			
			20-Sep-23	20-Sep-24	20-Sep-25	20-Sep-26
	Increase		4.00%	3.35%	3.35%	3.50%
1	Storeperson	\$30.53	\$31.75	\$32.81	\$33.91	\$35.10
2	Storeperson / Forklift Driver	\$30.88	\$32.12	\$33.19	\$34.30	\$35.50
3	Leading Hand	\$32.52	\$33.82	\$34.95	\$36.12	\$37.39
4	Team Leader	\$34.06	\$35.42	\$36.61	\$37.84	\$39.16

Casual Employees (Exclusive and Inclusive of Casual Loading)

Grade	Wage Date		Wages from First Full Pay Period to Commence on or After			
			20-Sep-24	20-Sep-25	20-Sep-26	20-Sep-27
	Increase		4.00%	3.35%	3.35%	3.50%
1 <=12 Mths.	Storeperson	CAS Base	\$26.67	\$28.88	\$31.20	\$33.70
		CAS Loaded	\$33.34	\$36.10	\$39.00	\$42.12
1 >12 Mths.	Storeperson	CAS Base	\$26.82	\$29.04	\$31.38	\$33.89
		CAS Loaded	\$33.53	\$36.30	\$39.22	\$42.36

2	Storeperson / Forklift Driver	CAS Base	\$26.98	\$29.21	\$31.56	\$34.08
		CAS Loaded	\$33.72	\$36.51	\$39.45	\$42.60

4.3 Time and Payment of Wages

Wages shall be paid weekly, by electronic funds transfer on the designated pay day (Wednesday) of each week.

Upon termination of employment, wages due to an Employee shall be paid into the Employee's bank account on either the next pay day, or the next pay adjustment run, by electronic funds transfer.

4.4 Allowances and Special Rates

These allowances and special rates shall increase at the same time and by the same percentage as the wage increases prescribed in clause 4.2, Wages and Wage Increases, of the Agreement.

Meal Allowance

An Employee required to work overtime for any period in excess of one and a half hours after they usually end work, or after 5.45pm, whichever is the earlier, shall be paid an allowance as set out in Appendix B as meal money.

Higher Duties

An Employee who agrees to fulfil duties carrying a higher rate of pay will be paid extra for the performance of those duties. If the duration of the higher duties is:

- a) less than 4 hours in a shift, the Employee will be paid at the applicable higher rate for 4 hours;
- b) 4 or more hours in a shift, the Employee will be paid at the applicable higher rate for the entire shift;
- c) For more than 1 shift in any pay period, the duration of the higher duties.

When it is known that the requirement for higher duties will be longer than 2 days in a pay period, wherever possible those duties will be offered to a single individual.

First Aid Allowance

An Employee, qualified to St. John Ambulance standard or equivalent, if requested to act as the First Aid Attendant shall be paid a weekly allowance as set out in Appendix B. First aid allowances are not payable whilst the Employee is on any form of leave.

An Employee, on being requested by the Employer to obtain first aid attendant qualifications of St John Ambulance standard or equivalent, must, on attaining such qualifications, be reimbursed by the Employer for the cost of approved books / manuals and other approved out-of-pocket expenses associated with attending the first aid course and any subsequent approved refresher courses.

Forklift Allowance

A Storeperson who holds a LF and/or LO license will be paid a Forklift allowance as set out in Schedule B for all rostered shifts when working on the LF and LO Machines.

Forklift allowances are not payable whilst the Employee is on any form of leave.

Multi-skilled Allowance

A Storeperson who is trained and regularly works, at least weekly, at the direction of the employer, across the three of the functional areas of Picking, Receiving, Put-Away and Bulk Picking in the warehouse will be paid, on a weekly basis a Multi-skilled Allowance.

Where an employee is paid the Forklift Allowance, then the Multi-skilled Allowance would not be applicable.

Forklift allowances or Multi-Skilled allowance are not payable whilst the Employee is on any form of leave, but if employee is away for one day then Multi-Skilled allowance is still payable for that week.

4.5 Superannuation

4.5.1 Superannuation legislation

- (a) The NES and Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992* (Cth.), the *Superannuation Guarantee Charge Act 1992* (Cth.), the *Superannuation Industry (Supervision) Act 1993* (Cth.) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth.), deal with the superannuation rights and obligations of employers and employees.
- (b) The rights and obligations in clause 4.5 supplement those in superannuation legislation and the NES.

NOTE: Under superannuation legislation:

- (a) Individual employees generally have the opportunity to choose their own superannuation fund.
- (b) If a new employee does not choose a superannuation fund, the employer must ask the Australian Taxation Office (ATO) whether the employee is an existing member of a stapled superannuation fund and, if stapled fund details are provided by the ATO, make contributions to the stapled fund.
- (c) If an employee does not choose a superannuation fund and does not have a stapled fund, the choice of superannuation fund requirements will be satisfied by contributions made to a superannuation fund nominated in the agreement covering the employee, provided the fund is able to accept contributions for the benefit of the employee.
- (d) A fund may not be able to accept contributions for the benefit of an employee if the employee would be a new member of the fund's MySuper product and the MySuper product is closed to new members because it has failed the performance tests of Australian Prudential Regulation Authority (APRA) for 2 consecutive years.

4.5.2 Employer contributions

An employer must make such superannuation contributions to a superannuation fund for the benefit of an employee as will avoid the employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee.

4.5.3 Voluntary employee contributions

- (a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 4.5.2.
- (b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.
- (c) The employer must pay the amount authorised under clauses 4.5.3(a) or 4.5.3(b) no later than 28 days after the end of the month in which the deduction authorised under clauses 4.5.3(a) or 4.5.3(b) was made.

4.5.4 Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 4.5.2 to another superannuation fund, the

employer must make the superannuation contributions provided for in clause 4.5.2 and pay any amount authorised under clauses 4.5.3(a) or 4.5.3(b) to one of the following superannuation funds or its successor, provided that, in respect of new employees, the fund is able to accept new beneficiaries:

- (a) AustralianSuper (formerly Labour Union Co-Operative Retirement Fund (LUCRF);
- (b) Retail Employee's Superannuation Fund (REST); or
- (c) a superannuation fund or scheme which the employee is a defined benefit member of.

4.5.5 Absence from work

Subject to the governing rules of the relevant superannuation fund, the employer must also make the superannuation contributions provided for in clause 4.5.2 and pay the amount authorised under clauses 4.5.3(a) or 4.5.3(b):

- (a) Paid leave
While the employee is on any paid leave.

- (b) Work related injury or illness

For the period of absence from work (subject to a maximum of 52 weeks in total) of the employee due to work related injury or work-related illness provided that:

- (i) the employee is receiving workers compensation payments or is receiving regular payments directly from the employer in accordance with statutory requirements; and
- (ii) the employee remains employed by the employer.

4.6 Protection of Employee Entitlements

- (1) The Employer will continue to provide in its accounts for the accrued benefits of all Employees that it has a present obligation to pay so that Employee entitlements can be paid when those entitlements fall due. Accrued benefits will be based on wage rates at the time entitlements are payable.

4.7 Individual Flexibility Arrangement

- (1) The Employer and an Employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - (a) the agreement deals with 1 or more of the following matters:
 - i. arrangements about when work is performed;
 - ii. overtime rates;
 - iii. penalty rates;
 - iv. allowances.
 - v. 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.
- (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.
- (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:
 - i. the terms of the Agreement that will be varied by the arrangement; and
 - ii. how the arrangement will vary the effect of the terms; and
 - iii. how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (e) states the day on which the arrangement commences.
- (4) The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (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.

PART 5 HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK AND PUBLIC HOLIDAY WORK

5.1 Hours of Work

5.1.1 Ordinary Hours – Day Work

The spread of ordinary hours for full-time and casual Employees other than those working shift work is 5.00am to 6.00pm, Monday to Friday.

- a) Employees Employed at the Commencement of the Agreement – The ordinary hours for day workers will be an average 38 per week over a 4-week period between 5.00am and 6.00pm, Monday to Friday. Employees are required to be at their workstation ready to begin work at their start time and not to leave their workstation until their finish time, unless approved by their Line Manager.
- b) With the exception of part-time Employees, once having fixed the time for commencing and ceasing work it shall not be altered without at least seven (7) days' notice to the Employee concerned, or by mutual agreement between the Employer and such Employees. Where the majority of the Employees in a section and the Employer so agree, the commencing/finishing times may be altered to meet the needs of the operation and its customers. Where agreed, the ordinary hours of work may be completed in two distinct sections, or split shifts provided that the total hours of both shifts does not exceed 8 hours per day, after which overtime rates shall apply.

5.1.1 Shift Work

Spread of Hours for Day Shift Workers

Day Shift is any shift commencing at or after 5am and ceasing at or before 6.00pm on a Monday to Friday.

- a) The ordinary hours of work prescribed herein shall be worked, except for meal breaks and rest breaks, between 5.00am and 6.00pm, Monday to Friday.
- b) Work done outside the hours of 5.00am to 6.00pm Monday to Friday by a day worker shall be paid at overtime rates.

Afternoon Shift is any rostered shift that ceases after 6.00pm, Monday to Friday and at or before midnight. Employees who work on an afternoon shift will be paid a shift penalty of 15% in addition to the Employee's minimum rate of pay for all hours worked on that shift.

Night Shift shall mean any rostered shift ceasing after midnight and at or before 7.00am. Employees who work on a night shift shall be paid a shift penalty of 30% in addition to the Employee's minimum rate of pay.

Except at changeover of shift or working a split shift as per clause 5.1.1 b), an Employee must not be required to work more than one shift in any day.

An Employee who works on an afternoon or night shift which does not continue for at least five successive afternoons or nights in a five-day workshop must be paid a shift penalty of 50% in addition to the Employee's minimum rate of pay for all hours worked on that shift.

All work done by a shift worker on a weekend or public holiday is overtime and shall be paid at applicable overtime rates.

5.1.2 Transition to Shift Work

Applications will be invited from existing Employees with preference given to Employees who have the skills required on that shift. Where this does not satisfy the staffing requirements for that shift, and the shift requirements are additional to existing staffing levels, recruitment of external candidates will commence.

Where the staffing requirements for that shift are not additional to existing staffing levels, and there are insufficient internal applications, the Employer may advise relevant Employees that they will be required to work that shift. This will be done in line with any consultation requirements under this Agreement, giving one month's notice, and taking into consideration each individual Employee's personal circumstances, such as family responsibilities.

5.2 Meal Breaks and Rest Breaks

5.2.1 Meal Breaks

No Employee shall be required to work longer than 5 hours without a meal break unless an agreement is reached to work longer to a maximum of 6 hours to suit the Employer and the Employee. An unpaid meal break shall be 30 minutes per rostered shift.

5.2.2 Rest Breaks

- a) Employees who work a shift that is 7.5 hours long, or longer (including paid, but not unpaid breaks), are entitled to one 20-minute rest break per shift in addition to their 30-minute unpaid meal break.
- b) Part-time and casual Employees who work a shift that is 4 hours long but less than 7.5 hours long (including paid, but not unpaid breaks) are entitled to one paid 15-minute rest break per shift.
- c) The Employer may stagger the meal breaks and rest breaks provided in accordance with this clause in order to meet its operational requirements.

5.3 Overtime

Except as provided for part-time Employees in clause 3.1.3 of this Agreement, Employees shall be paid the following rates, based on 1/38th of the weekly wage rate, for all overtime work done:

- a) In excess of 8 hours in one day or 38 hours in one week—150% for the first two

hours and 200% thereafter.

- b) On Saturday—150% for the first two hours and 200% thereafter, with a minimum payment as for three hours' work.
- c) On Sunday—200%, with a minimum payment as for three hours' work.
- d) On a public holiday—250%, with a minimum payment as for three hours work.

5.3.1 Requirement to work reasonable overtime

The Employer may require an Employee to work reasonable overtime at overtime rates and such Employee shall work overtime in accordance with such requirement.

An Employee may refuse to work overtime in circumstances where the working of such overtime would result in the Employee working hours which are unreasonable having regard to:

- any risk to Employee health and safety;
- the Employee's personal circumstances, including any family responsibilities;
- the needs of the workplace or enterprise;
- the notice (if any) given by the Employer of the overtime and by the Employee of his or her intention to refuse it; and
- any other relevant matter.

5.3.2 Time off in lieu of overtime

- a) An Employee and the Employer may agree in writing to the Employee taking time off instead of being paid for a particular amount of overtime that has been worked by the Employee.
- b) Any amount of overtime that has been worked by an Employee in a particular pay period and that is to be taken as time off instead of the Employee being paid for it must be the subject of a separate agreement under clause 5.3.2.
- c) An agreement must state each of the following:
 - i) the number of overtime hours to which it applies and when those hours were worked;
 - ii) that the Employer and the Employee agree that the Employee may take time off instead of being paid for the overtime;
 - iii) that, if the Employee requests at any time, the Employer must pay the Employee, for overtime covered by the agreement but not taken as time off, at the overtime rate applicable to the overtime when worked;
 - iv) that any payment mentioned in subclause 5.3.2 c) iii) must be made in the next pay period following the request.
- d) The period of time off that an Employee is entitled to take is the same as the number of overtime hours worked.
- e) Time off must be taken:
 - i) within the period of 6 months after the overtime is worked; and
 - ii) at a time or times within that period of 6 months agreed by the Employee and Employer.
- f) If the Employee requests at any time, to be paid for overtime covered by an agreement under subclause 5.3.2 but not taken as time off, the Employer must pay the Employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.
- g) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in sub clause 5.3.2 e), the Employer must pay the Employee

for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.

- h) The Employer must keep a copy of any agreement under subclause 5.3.2 as an employee record.
- i) The Employer must not exert undue influence or undue pressure on an Employee in relation to a decision by the Employee to make, or not make, an agreement to take time off instead of payment for overtime.
- j) An Employee may, under section 65 of the Act, request to take time off, at a time or times specified in the request or be subsequently agreed by the Employer and the Employee, instead of being paid for overtime worked by the Employee. If the Employer agrees to the request, then subclause 5.3.2 will apply, including the requirement for separate written agreements under subclause 5.3.2 b) for overtime that has been worked.
- k) If, on the termination of the Employee's employment, time off for overtime worked by the Employee to which subclause 5.3.2 applies has not been taken, the Employer must pay the Employee for the overtime at the overtime rate applicable to the overtime when worked.

5.3.3 Public Holiday – Penalty Rates

All work done on New Year's Day, Australia Day, Boxing Day, Good Friday, Easter Monday, Anzac Day, King's Birthday, Labour Day, Christmas Day together with all proclaimed and gazetted public holidays for the State, shall be paid for at the rate of double time and a half.

If any other day is substituted by Act of Parliament or Proclamation for any of the days listed above, double time and a half is only payable for work done on the substituted day.

PART 6 LEAVE CONDITIONS

6.1 Public Holidays

Public holidays are provided for in the NES, which currently defines the following days as public holidays:

- 1 January (New Year's Day)
- 26 January (Australia Day)
- Good Friday
- Easter Monday
- 25 April (Anzac Day)
- King's Birthday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory)
- Labour Day (on the day on which it is celebrated in a State or Territory or a region of a State or Territory)
- 25 December (Christmas Day)
- 26 December (Boxing Day)
- Any other day, or part-day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the regulations from counting as a public holiday. This includes Western Australia Day.

6.1.2 Public Holidays Falling on a Saturday or Sunday

- a) When 25 December is a Saturday or a Sunday, a holiday in lieu thereof shall be

observed on 27 December.

- b) When 26 December is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 28 December.
- c) When 1 January or 26 January is a Saturday or Sunday, a holiday in lieu thereof shall be observed on the next Monday.

6.2 Annual Leave and Annual Holiday Loading

- a) This clause applies only to full-time and part-time Employees.
- b) For the purpose of the Agreement and the NES a “Shift Worker” is a 7-day shift worker who is regularly rostered to work on Sundays and public holidays.
- c) Full-time and part-time Employees will accrue and may take paid annual leave in accordance with the NES.
- d) In addition, under this Agreement, Employees will receive an annual holiday loading of 17.5% paid at the time annual leave is taken. Shift workers will be entitled to receive the holiday loading of 17.5%, or the shift loading (including relevant weekend penalty rates) that they would have received, had they not been on leave (whichever is greater, but not both).
- e) Providing four weeks’ notice is given, the Employer may direct an Employee to take accrued annual leave if the Employer closes down the part of the business in which the Employee works (for example, closedown over the Christmas period). If an Employee has insufficient leave accruals to cover the period of the closedown, they may elect to take unpaid leave or annual leave in advance for the period of the close down.
- f) The Employer can require an Employee to take annual leave by giving not less than eight weeks’ notice of the time when such leave is to be taken. If at the time of giving of the direction the Employee has 8 weeks or more of annual leave accrued, and the amount of annual leave the Employee is directed to take is less than or equal to a third of the amount of leave accrued.
- g) This clause will not apply where the Employer has agreed that an Employee may accrue leave for a special purpose (for example, for travelling overseas).
- h) Cashing Out of Annual Leave
 - (i) Paid annual leave must not be cashed out except in accordance with an agreement under clause (h).
 - (ii) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause (h).
 - (iii) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
 - (iv) An agreement under clause (h) must state:
 - 1. the amount of leave to be cashed out and the payment to be made to the employee for it; and
 - 2. the date on which the payment is to be made.
 - (v) An agreement under clause (h) must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee’s parent or guardian.
 - (vi) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
 - (vii) An agreement must not result in the employee’s remaining accrued entitlement to paid annual leave being less than 4 weeks.
 - (viii) The maximum amount of accrued paid annual leave that may be cashed out in any

period of 12 months is 2 weeks.

- (ix) The employer must keep a copy of any agreement under clause (h) as an employee record.

6.3 Long Service Leave

The Employee shall accrue long service leave in accordance with the *Long Service Leave Act 1958 (WA)*.

6.4 Personal/Carer's Leave

Full-time and part-time Employees will accrue, and may take, personal leave in accordance with the NES. An Employee may be required by the Employer to provide satisfactory evidence of the need to take personal leave, such as a certificate from a registered health practitioner or if that is not reasonably practicable a statutory declaration that would satisfy a reasonable person ("Satisfactory Evidence").

An Employee must give the Employer notice of taking of the leave as soon as practicable and must inform the Employer of the period or the expected period of the leave.

It is agreed that personal leave balances will be displayed on Employee pay slips.

Employees will provide Satisfactory Evidence for all personal leave taken in excess of two full working days.

Employees must provide Satisfactory Evidence of the need to take personal leave if it is taken either side of approved annual leave or a public holiday.

6.5 Compassionate Leave

Full-time and part-time Employees are entitled to take paid compassionate leave in accordance with NES.

The Employee may be required by the Employer to provide evidence of the need to take compassionate leave and the Employee must give the Employer notice of the taking of the leave as soon as practicable and must inform the Employer of the period or the expected period of the leave.

6.6 Parental Leave

Full-time, part-time and eligible casual Employees are entitled to take parental leave in accordance with the NES.

In addition to the NES, relevant employees are entitled to paid parental leave in line with API's company policy, which may vary over time. In summary, the current policy (applicable from 1 January 2023) provides for the following paid entitlements over and above any government scheme:

- Paid Primary Carer's Leave = Up to 12 weeks of paid parental leave.
- Paid Secondary Carer's Leave = Up to 2 weeks.

6.7 Jury Service and Community Service Leave

Employees will be entitled to community service leave, including jury service leave, in accordance with the NES.

In addition, under this Agreement, Employees will receive the necessary leave of absence to perform jury service. An Employee who is summoned for jury service will need to show the summons to their Line Manager.

Time spent on jury service will be counted for the purpose of continuous service.

Full-time and part-time Employees will be paid as normal and the payment received from jury duty shall be passed to the Supervisor/Manager to forward to the pay office (less any necessary travel costs).

Employees shall give their Employer proof of their attendance, the duration of such

attendance and the amount received in respect of such jury duty.

Employees who are not selected for jury service are required to return to work.

6.8 Blood Donors

Full-time and part-time Employees are entitled to paid leave for the purpose of donating blood 4 times per year.

Leave under this clause is for a period of 2 hours at any one time or longer with the prior approval of the Employer.

An Employee must notify the Employer as soon as possible of the time and date upon which they are requesting to be absent for the purpose of donating blood.

An Employee must arrange to donate blood on a day suitable to the Employer and be as close as possible to the beginning or end of their ordinary working hours.

Satisfactory proof of the attendance of the Employee at a recognised place for the purpose of donating blood, and the duration of such attendance must be given to the Employer.

6.9 Family and Domestic Violence Leave

Employees are entitled to family and domestic violence leave in accordance with the NES.

PART 7 UNION AND OTHER MATTERS

7.1 Time and Wages Records

The Employer is required to keep time and wages records showing the name of each Employee, the hours worked each day, and the wages overtime and allowances (if any) paid each week. The records that relate to members of the Union are to be made available for inspection by an authorised representative of the Union.

7.2 Workplace delegates rights

- a** Clause 7.2 provides for the exercise of the rights of workplace delegates set out in section 350C of the Act.

NOTE: Under section 350C(4) of the Act, the employer is taken to have afforded a workplace delegate the rights mentioned in section 350C(3) if the employer has complied with clause 7.2.

- b** In clause 7.2:
- (i) employer means the employer of the workplace delegate;
 - (ii) delegate's organisation means the employee organisation in accordance with the rules of which the workplace delegate was appointed or elected; and
 - (iii) eligible employees means members and persons eligible to be members of the delegate's organisation who are employed by the employer in the enterprise.
- c** Before exercising entitlements under clause 7.2, a workplace delegate must give the employer written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate must provide the employer with evidence that would satisfy a reasonable person of their appointment or election.
- d** An employee who ceases to be a workplace delegate must give written notice to the employer within 14 days.
- e** Right of representation

A workplace delegate may represent the industrial interests of eligible employees who wish

to be represented by the workplace delegate in matters including:

- (i) consultation about major workplace change;
- (ii) consultation about changes to rosters or hours of work;
- (iii) resolution of disputes;
- (iv) disciplinary processes;
- (v) 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
- (vi) any process or procedure within an award, enterprise agreement or policy of the employer under which eligible employees are entitled to be represented and which concerns their industrial interests.

f Entitlement to reasonable communication

- (i) A workplace delegate may communicate with eligible employees for the purpose of representing their industrial interests under clause 7.2(e). This includes discussing membership of the delegate's organisation and representation with eligible employees.
- (ii) A workplace delegate may communicate with eligible employees during working hours or work breaks, or before or after work.

g Entitlement to reasonable access to the workplace and workplace facilities

- (i) The employer must provide a workplace delegate with access to or use of the following workplace facilities:
 - (A) a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible employees;
 - (B) a physical or electronic noticeboard;
 - (C) electronic means of communication ordinarily used in the workplace by the employer to communicate with eligible employees and by eligible employees to communicate with each other, including access to Wi-Fi;
 - (D) a lockable filing cabinet or other secure document storage area; and
 - (E) office facilities and equipment including printers, scanners and photocopiers.
- (ii) The employer is not required to provide access to or use of a workplace facility under clause 7.2(g)(i) if:
 - (A) the workplace does not have the facility;
 - (B) due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or
 - (C) the employer does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

h Entitlement to reasonable access to training

Unless the employer is a small business employer, the employer must provide a workplace delegate with access to up to 6 days of paid time during normal working hours for initial training and at least one day each subsequent year, to attend training related to representation of the industrial interests of eligible employees, subject to the following conditions:

- (i) In each year commencing 1 July, the employer is not required to provide access to paid time for training to more than one workplace delegate per 50 eligible employees.
- (ii) The number of eligible employees will be determined on the day a delegate requests paid time to attend training, as the number of eligible employees who are:
 - (A) full-time or part-time employees; or
 - (B) regular casual employees.
- (iii) Payment for a day of paid time during normal working hours is payment of the amount the workplace delegate would have been paid for the hours the workplace delegate would have been rostered or required to work on that day if the delegate had not been absent from work to attend the training.
- (iv) The workplace delegate must give the employer not less than 5 weeks' notice (unless the employer and delegate agree to a shorter period of notice) of the dates, subject

matter, the daily start and finish times of the training, and the name of the training provider.

- (v) If requested by the employer, the workplace delegate must provide the employer with an outline of the training content.
 - (vi) The employer must advise the workplace delegate not less than 2 weeks from the day on which the training is scheduled to commence, whether the workplace delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.
 - (vii) The workplace delegate must, within 7 days after the day on which the training ends, provide the employer with evidence that would satisfy a reasonable person of their attendance at the training.
 - (viii) For newly appointed delegates a further 4 days will be allowed, as a once off, to attend the Stage One Delegate Training Program for new appointed Union Delegates.
- i Exercise of entitlements under clause 7.2
- (i) A workplace delegate's entitlements under clause 7.2 are subject to the conditions that the workplace delegate must, when exercising those entitlements:
 - (A) comply with their duties and obligations as an employee;
 - (B) comply with the reasonable policies and procedures of the employer, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;
 - (C) not hinder, obstruct or prevent the normal performance of work; and
 - (D) not hinder, obstruct or prevent eligible employees exercising their rights to freedom of association.
 - (ii) Clause 7.2 does not require the employer to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible employees.
 - (iii) Clause 7.2 does not require an eligible employee to be represented by a workplace delegate without the employee's agreement.

NOTE: Under section 350A of the Act, the employer must not:

- (A) unreasonably fail or refuse to deal with a workplace delegate; or
- (B) knowingly or recklessly make a false or misleading representation to a workplace delegate; or
- (C) unreasonably hinder, obstruct or prevent the exercise of the rights of a workplace delegate under the Act or clause 7.2.

Definitions

employee organisation has the meaning given by section 12 of the Act.

enterprise has the meaning given by section 12 of the Act.

small business employer has the meaning given by section 23 of the Act.

workplace delegate has the meaning given by section 350C(1) of the Act

7.3 Induction

The Employer recognises the Union delegates who are elected by the Employees as the on-site representatives of the Union.

Union delegates and union officials will be given adequate paid time to meet with new Employees for the purposes of introducing and explaining this Agreement and union matters. Except where otherwise agreed, this will occur at the time of formal Employer induction of such Employees.

In addition, union delegates will be allowed reasonable time off the site on union

business without loss of ordinary pay by prior agreement with the Employer.

7.4 Representation and Communication with Employees

An authorised Union representative is entitled to enter at all reasonable times upon the premises, provided the representative does not interfere unreasonably with the Employer's business, for the purposes of the following:

- Inductions of new Employees or casual workers
- Involvement under the disputes procedure of this Agreement; and
- Distributing written information to Union delegates or Employees

At least 24 hours notification will be provided by the Union to the Employer

These purposes are separate from right of entry under the Act to investigate suspected contraventions or hold discussions.

7.5 Union Meetings

Union members attending Union meetings on site will be granted paid release for up to four hours ordinary time annually for these meetings. These meetings will be for a maximum of thirty minutes on each occasion. Unless the parties agree otherwise, the Employer must be given at least seven days' notice of the meeting which specifies the time that the meeting will commence and anticipated time that it will end. Satisfactory arrangements are to be made by the Employer for the maintenance of essential services during any meeting.

7.6 Employee Delegate Meetings

Employees not affiliated with a Union will be granted paid release for up to four hours ordinary time annually to attend meetings hosted by their Employee Delegate(s). These meetings will be for a maximum of thirty minutes on each occasion. Unless the parties agree otherwise, the Employer must be given at least seven days' notice of the meeting which specifies the time that the meeting will commence and anticipated time that it will end. Satisfactory arrangements are to be made by the Employer for the maintenance of essential services during any meeting.

7.7 Noticeboard

The Employer shall supply and erect a notice board in a suitable prominent location (for example the lunchroom) at the site for the purpose of enabling the Union and Union delegates or an Employee to post any notice in connection with this Agreement or other matters related to the employment of the Employees or their Union membership which the Union may require to have posted.

7.7 Payroll Deductions

The Union will from time to time, determine the amount of the fees payable to become and remain a member of the Union (fees). Those fees will be required to be paid by members on a monthly basis. The Employee agrees to variation of the fees when the Employee first completes the union membership card. The Union will advise the Employer and Employees in writing if there are any increases to the fees.

Where written authority is provided by the Employee to the Employer, the Employer will deduct union membership fees from the Employee's wages or salary and remit them, along with a schedule of such contributions, to the Union at monthly intervals. The Employee authorises the Employer to deduct fees when the Employee completes a union membership card authorising payroll deductions (a copy of which must be provided to the Employer).

7.8 General Conditions

Where the nature of the work performed by Employees necessitates suitable industrial clothing, including high visibility clothing, work boots or work shoes, gloves, goggles etc. they shall be supplied and paid for by the Employer and shall remain the property of the

Employer. The return of such property shall be at the discretion of the Employer.

Safety Footwear

API will reimburse employees for the purchase of approved safety footwear based on either of the following options:

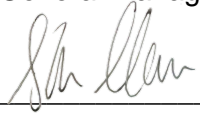
- Each 12 months, over rolling 2-year periods, to the maximum reimbursement of \$100 (including GST) each 12 months.
- Each 24 months to the maximum reimbursement of \$200 (including GST).

All reimbursements are subject to the provision of appropriate receipts and that the footwear complies with necessary safety requirements.

Signatories

Signed on Behalf of: Australian Pharmaceutical Industries Pty Ltd (ACN 000 004 320)

Authority to Sign: General Manager – Supply Chain - API

Signature:  _____

Full Name: Steven George Cleaver

Address: 637 Flinders Street DOCKLANDS VIC 3008


Date: 19/08/24 _____

Witness Signature:  _____

Witness Name: Jacquie Moore _____

Signed on Behalf of: Kate Koo

Authority to Sign: Bargaining representative

Signature: 

Full Name: Kate Koo

Address: 2/271 Berkshire Road

Forrestfield, WA, 6058

Date: 22-Aug-24

Witness Signature: 

Witness Name: Gihan Rajaguru

Signed on Behalf of: Harrison Laurence Cambarakis

Authority to Sign: Bargaining rep

Signature: 

Full Name: Harrison Laurence Cambarakis

Address: 2/271 Berkshire rd.
Forrestfield, WA, 6058

Date: 22/8/2024

Witness Signature: 

Witness Name: Githan Rajasuriya

Signed on Behalf of:

Yi-Ting Lee Yin

Authority to Sign:

Bargaining rep

Signature:

Yin

Full Name:

Yi-Ting Lee

Address:

2/271 Berkshire Rd.
Forrestfield, WA, 6058

Date:

22/8/2024

Witness Signature:




Witness Name:

Nomira Ranasinghe

Signed on Behalf of: SACHIN ARYA

Authority to Sign: S Bargaining Rep.

Signature: 

Full Name: SACHIN ARYA

Address: FACILITY 2, 271, BERKSHIRE ROAD
FORREST FIELD, WA 6058.

Date: 22/08/2024

Witness Signature: 

Witness Name: Gihan Rajaguru.

Signed on Behalf of: United Workers Union

Authority to Sign: Director

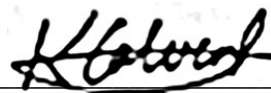
Signature:  _____

Full Name: Godfrey Moase

Address: 833 Bourke St

Docklands, VIC 3008

Date: 20/08/2024

Witness Signature:  _____

Witness Name: Katie Calvert

Signed on Behalf of: **Shop, Distributive & Allied Employees' Association (SDA)**


Authority to Sign: **National Secretary-Treasurer**

Signature:  _____

Full Name: **Gerard Dwyer**

Address: **Level 6, 53 Queen Street, Melbourne Vic 3000**

Date: **21 August 2024**

Witness Signature:  _____

Witness Name: **Tania McKay**

APPENDIX A – CLASSIFICATIONS FOR EMPLOYEES

All Employees covered by this Agreement shall be classified according to the classification descriptions below.

A.1.1 Storeperson Grade 1

(a) Points of entry

New Employee.

(b) Definition

An Employee who works under direct supervision and receives detailed instructions.

(c) Skills/duties

- (i)** Responsible for the quality of their own work.
- (ii)** Works in a team environment.
- (iii)** Undertakes duties in a safe and responsible manner.
- (iv)** Exercises discretion within their level of skills and training.
- (v)** Possesses basic interpersonal, numeracy and communication skills.

(d) Indicative tasks

- (i)** Storing and packing of goods and materials in accordance with appropriate procedures and/or regulations.
- (ii)** Preparation and receipt of appropriate documentation including liaison with suppliers.
- (iii)** Allocating and retrieving goods from specific warehouse areas.
- (iv)** Basic VDU operation for inquiry purposes and other data processing systems.
- (v)** Periodic housekeeping and stock-checks.
- (vi)** Use of non-licensed material handling equipment.

(e) Promotional criteria

An Employee remains at this grade until they are capable of effectively performing through assessment or appropriate certificate the tasks required of this grade so as to enable them to progress to the next grade as a position becomes available.

A.1.2 High Level Store Person / Forklift Driver

(a) Points of entry

- (i)** Previously a Warehouse/distribution worker grade 1; or
- (ii)** Proven and demonstrated skills (including as appropriate, appropriate certification) to the level required of this grade.

(b) Definition

An Employee working under routine supervision.

An Employee working on a whole rostered shift in locations including the Vault, QA Station, GHIV Cage, Fridge or as part of the Inventory Team.

(c) Skills/duties

- (i) Able to work from instructions and procedures.
- (ii) Able to co-ordinate work in a team environment under routine supervision.
- (iii) Responsible for the quality of their own work.
- (iv) Possesses sound interpersonal, numeracy and communication skills.

(d) Indicative tasks

- (i) Licensed operation of all appropriate materials handling equipment.
- (ii) Use of tools and equipment within the warehouse (basic non-trades maintenance).
- (iii) VDU operation (including input/data processing systems).
- (iv) Operation of all materials handling equipment under licence.

Promotional criteria

An Employee remains at this grade until they are capable of effectively performing through assessment or appropriate certification the tasks required of this grade so as to enable them to progress to the next grade as a position becomes available.

A.1.3 Leading Hand Grade 3

(a) Points of entry

- (i) Previously a Warehouse/distribution worker grade 2; or
- (ii) Proven and demonstrated skills (including as appropriate, appropriate certification) to the level required of this grade.

(b) Definition

An Employee working under limited supervision.

(c) Skills/duties

- (i) Understands and is responsible for quality control standards, subject to limited supervision.
- (ii) Possesses an advanced level of interpersonal and communication skills.
- (iii) Competent keyboard skills.
- (iv) Sound working knowledge of all warehousing/stores duties performed at grades below this grade and exercises discretion within scope of this grade.
- (v) May perform work requiring minimal supervision either individually or in a team environment.

(d) Indicative tasks

- (i) Use of a VDU for purposes such as the maintenance of a deposit storage system, information input/data retrieval, etc.
- (ii) Operation of all materials handling equipment under licence.
- (iii) Development and refinement of store layout including proper location of goods and their receipt and despatch.
- (iv) Responsible for the supervision and conduct of the work of up to 10 Employees.

(e) Promotional criteria

An Employee remains at this grade until they are capable of effectively performing through assessment or appropriate certification the tasks required of this grade so as to enable them to progress to the next grade as a position becomes available.

A.1.4 Team Leader Grade 4

(a) Points of entry

- (i) Previously a Warehouse/distribution worker grade 3; or
- (ii) Proven and demonstrated skills to the level required of this grade.

(b) Definition

An Employee who has substantial relevant knowledge of their Employer's business.

(c) Skills/duties

- (i) Implements quality control techniques and procedures.
- (ii) Understands and is responsible for a warehouse or large section of a warehouse.
- (iii) Has highly developed interpersonal and communication skills.
- (iv) Ability to supervise and provide direction and guidance to other Employees including the ability to assist in the provision of on-the-job training, induction, Employee selection, safety and disciplinary procedures.
- (v) Exercises discretion within the scope of this grade.
- (vi) Exercises skills attained through the successful completion of an appropriate warehouse certificate and is competent to perform one or more of the following tasks or combination thereof:
 - Liaising with management, suppliers and customers and interrelated departments with respect to stores operations.
 - Detailing and co-ordinating activities of other store workers or responsible for the supervision and conduct of work of in excess of 10 Employees.
 - Maintaining control registers including inventory control and being responsible for the preparation and reconciliation of regular reports of stock movement, despatches, etc.

APPENDIX B - ALLOWANCES

		Last Agreement	Allowance from First Full Pay Period to Commence on or After			
			20-Sep-23	20-Sep-24	20-Sep-25	20-Sep-26
			4.00%	3.35%	3.35%	3.50%
Meal Allowance		\$17.28	\$17.97	\$18.57	\$19.20	\$19.87
First Aid Allowance (per week)		\$19.38	\$20.16	\$20.83	\$21.53	\$22.28
Multi-Skilled Allowance (per week)			\$13.83	\$14.30	\$14.77	\$15.29
Forklift Allowance (per shift)		\$4.03	\$6.00	\$6.20	\$6.41	\$6.63